

# **CREEKSIDE CONDOMINIUM ASSOCIATION OF BREVARD, INC.**

## **RULES AND REGULATIONS**

**WELCOME** to Creekside Condominium where all reasonable efforts are being made to provide you with a pleasant and enjoyable residency. These Rules and Regulations are designed to accomplish three purposes: (1) Protect the integrity and condition of the entire condominium complex and thereby protect each owner's investment, (2) Provide a safe and pleasant living environment for all owners and tenants, and (3) Supplement and clarify the Declaration of Condominium and Condominium Bylaws.

Some owners and residents may be unaware of their rights and obligations when they purchase or move into a condominium. At Creekside Condominium the apartment units are owned individually by the unit owners. The common elements, such as building walls, roofs, roadways, grounds, etc., are owned in common with all other unit owners. Every unit owner is a member of Creekside Condominium Association of Brevard, Inc., and is entitled to vote as specified in the Declaration of Condominium and Condominium Bylaws. A Board of Directors is elected and serves without pay. The Board has administrative and fiduciary responsibilities for the operation of the condominium in accordance with the Creekside Declaration of Condominium, Bylaws, and applicable City and County Ordinances and State and Federal Laws.

The formal adoption of these Rules and Regulations, as provided for in the Creekside Declaration of Condominium Article 2.1 and the Creekside Bylaws Article 5.11(d), was approved on July 3, 2008 by the Creekside Condominium Board of Directors and ratified by the Creekside Condominium Association on August 20, 2008.

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### 1. Property Manager

Deer Ridge Property Management (DRPM) is the professional property manager for Creekside Condominium Association of Brevard, Inc. The property manager is hired by your board of directors and provides financial and administrative services to the association including, but not limited to, assisting the board of directors in the enforcement of the association's rules and regulations and monthly reports to the board of directors. Unit owners will receive monthly maintenance assessment and special assessment notices from DRPM. Work requests by unit owners for common element areas should be made in writing to DRPM either at their post office address or via email. Service Request and Owner/Tenant Contact Information forms are available at the property manager's web site. Work requests for common element areas, other than routinely recurring maintenance items and necessary emergency repairs are forwarded by the property manager to the board of directors for approval prior to commencement.

Deer Ridge Property Management  
Attn: Jim Kolisch  
P.O. Box 120  
Cedar Mountain, NC 28718

Office Phone: (828) 862-8134  
Fax Number: (828) 862-6840  
Toll Free: (877) 782-9962  
Website: DeerRidgePM.com  
Email: [jim@deerridgepm.com](mailto:jim@deerridgepm.com)

### 2. Registration & Contact Information

It is the obligation of each unit owner to provide the Property Manager with the owner's contact information and that of their tenants. Registration and Contact Information forms are available upon request to DRPM or at their web site.

### 3. Parking

Three bedroom units have a one car garage plus private driveway. Two bedroom units have one assigned parking space. Designated Guest Parking Spaces shall not be utilized by residents. At no time will vehicles be permitted to park on the grass or in the street so as to block traffic flow. Parking is not allowed in another unit's parking space without express written permission from the unit owner on file with the Property Manager. Non-operable vehicles are not allowed to be parked in any parking spaces. When all parking spaces are occupied, additional vehicles of owners, tenants, and guests must be parked off site. Violations of our parking policy may result in towing at the expense of the vehicle owner or the imposition of monetary fines as provided herein by these Rules and Regulations.

### 4. Common Areas

No unit owner or occupant shall build plant or maintain any matter or thing upon, in, over or under the common elements without the prior written consent of the Board of Directors unless permitted by the Declaration of Condominium, Condominium Bylaws, or these Rules and Regulations. Likewise, excessive personal property is not permitted to be kept in, over or under the common element areas of Creekside Condominiums.

### 5. Outdoor Cooking

Outdoor cooking is prohibited except in the rear of units within the respective unit's courtyard "patio" area. Outdoor cooking in the front or side of any unit is expressly prohibited.

### 6. Residential Use & Occupancy

Non-residential usage of any Creekside unit is prohibited. No two bedroom unit owner may lease or rent to more than two (2) non-related individuals; no three bedroom unit owner may lease or rent to more than three (3) non-related individuals.

#### 7. Noise

Residents and guests are expected to keep noise they generate confined to inside their unit such that music, television, and other sounds are not heard by other units or in common element areas.

#### 8. Nuisances

No illegal, noxious, offensive, unsightly, unpleasant, or dangerous activities are permitted within the Creekside Condominiums property.

#### 9. Children

Residents and their guests are responsible for the direct supervision of their children at all times at Creekside Condominiums. Unit owners are deemed responsible for rules violations committed by their children, their tenant's children, and/or their guest's children.

#### 10. Pets

No more than three (3) pets per unit are permitted. No more than two (2) pets of the same species (e.g., 2 dogs + 1 cat, or 2 cats + 1 dog, or 2 birds and 1 dog) are permitted. All dogs must be leashed when outside any unit at Creekside Condominiums. When walking pets, residents and/or their guests must promptly clean up pet droppings and dispose of their waste properly. Any resident found to be in violation of this rule may be fined according to the following schedule: First Offense \$10; Second Offense \$20, Third and future offenses \$30 per occurrence. Unit owners are responsible for their pets, their tenant's and/or guest's pets and assume all liability arising there from.

#### 11. Architectural Control

An Architectural Committee consisting of three (3) unit owners shall be appointed by the Board of Directors to insure compliance with the intent of the Declaration of Condominium, Condominium Bylaws, and Rules and Regulations. All requests made to the Architectural Committee must be in writing and delivered to the property manager for forwarding to the Architectural Committee.

#### 12. Outside Antennae

No outside radio, television, communication, or other antennae or dishes shall be erected on any unit or in any common areas except as approved by the Architectural Committee. All requests for such antennae or dishes shall be made in writing to the Architectural Committee through the Property Manager.

#### 13. Trash & Recyclable Receptacles

No trash receptacles visible from the exterior of any unit are allowed except for the association's commercial trash bin located near the entrance of Creekside Drive. All waste placed therein shall be securely bagged. Cardboard boxes shall be flattened to conserve space within the trash bin. No Appliances greater than three cubic feet, no construction material and no furniture shall be placed in the community dumpster. Recyclable containers shall not be put out prior to 5:00 p.m. the day before collection and must be stored no later than 24 hours after collection.

#### 14. Signs

No permanent signs shall be erected by any unit owner. All temporary signs shall be approved by the Architectural Committee prior to the signs being displayed. The exception is For Sale or For Rent signs of a reasonable size.

#### 15. Fences

No fencing shall be erected adjacent to any unit unless previously approved in writing by the Architectural Committee.

#### 16. Outside Play Equipment

All play or sports equipment shall be located only in the rear courtyard "patio" area of any unit.

17. Window and Door Coverings and Treatments

Window treatments and/or coverings must be installed by each unit owner or occupant and maintained at all times. Acceptable window treatments are blinds, shutters, drapes, and curtains only in neutral or earth tone colors visible from the exterior of any unit. Any exterior door additions or changes must be approved by the Architectural Committee prior to installation. Any violations of this rule by unit owners and/or their renters and tenants may be subject to fines imposed by the board of directors.

18. Structural Modifications

Structural modifications are prohibited.

19. Monthly Maintenance Assessments and Special Assessments

Monthly maintenance assessments are due on or before the first of each month in advance. Monthly maintenance assessments not received by the 10<sup>th</sup> of each month are considered delinquent and subject to a late payment penalty of Ten (\$10.00) Dollars. Special Assessment payments will be due when specified by the Board of Directors and likewise considered delinquent if not received by the 10<sup>th</sup> day following the payment due date subject also to a late payment penalty of Ten (\$10.00) Dollars. Delinquent monthly maintenance assessment and special assessment payments will be referred to the Association attorney for legal disposition as the Board of Directors may direct. Reasonable legal fees, costs, and penalties resulting from delinquent or nonpayment of monthly maintenance assessments or special assessment payments will be paid by the delinquent unit owner.

20. Policy and Procedure for Imposition of Penalties, Fines and Liens

Creekside Condominium is controlled by its Declaration of Condominium, Condominium Bylaws, and Rules and Regulations, collectively referred to herein as the "covenants". The covenants are applicable to all areas within the complex, whether owned by the Association or individual owners. The covenants are enforced by the Board of Directors through the professional property manager and penalties and fines for infractions may be levied in accordance herein. Enforcement procedures under these rules and regulations may be exercised independently of any enforcement action taken by local or governmental authorities. Failure by the Association to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of the right to do so.

**Owner Responsibility:** Each owner shall be responsible for his/her own violations and violations of his/her tenants and/or his/her guests and guests of his/her tenants. Parents are deemed responsible for rules violations committed by their children.

**Notice/Hearing:** Prior to the levying of fines, persons liable for the payment thereof, must be provided notice and an opportunity to be heard. Persons entitled to a hearing shall have the opportunity to be heard at the next regularly scheduled meeting of the Board of Directors immediately prior to the meeting.

Notice of violations required to be given shall be given to the following persons:

- In the case of a violation by a resident owner or his/her guests, notice shall be given to the unit owner.
- In the case of a violation by a tenant or his/her guests, notice shall be given to the tenant and unit owner.

All notices shall be in writing and shall be deemed given when deposited into the United States mail, sent first class postage prepaid, and addressed to the receiving party as follows:

- If to an owner, to his or her unit, or such other address as the unit owner has provided.
- If to a tenant, to the unit where he or she resides.

Each violation must be substantiated by written documentation from one of the following:

- The Property Manager
- A member of the Board of Directors, or
- An owner when delivered to a member of the Board of Directors or the Property Manager.

In the event the person entitled to a hearing fails to appear, he/she will be presumed to have acknowledged the violation and will be subject to all penalties for the occurrence of the violation.

Fine Schedule: After notice and hearing, persons responsible for the violation shall be subject to the following schedule of fines:

For the first violation: \$10.00

For the second violation: \$20.00

For the third and subsequent violations: \$30.00

Each unit owner shall be personally liable for all fines assessed against him/her or against his/her tenants and/or guests.

Payment of fines shall be applied to the unit-owner's account in the following sequence:

- Attorney's fees and costs incurred by the Association for which the unit-owner is responsible.
- Interest, which has accrued on all unpaid amounts, if any.
- Fines, late charges, or other monetary charges or penalties levied by the Board of Directors pursuant to the Condominium Declaration or Condominium Bylaws.
- Past-due special assessments
- Past due monthly maintenance assessments.

#### 21. Maintenance and Repair of Units and Common Areas

Each unit owner shall be responsible for the upkeep, maintenance, and repair of their respective units including all exterior doors and windows. All requests for the maintenance and repair of common elements shall be made in writing to the Property Manager. Littering, including improper disposal of cigarette butts, will not be tolerated and violators may be subject to fines as provided for herein.

#### 22. Leases and Rental Agreements

All leases and rental agreements for terms greater than 91 days must be in writing and on file with the property manager.

# Creekside Condominium Association of Brevard, Inc.

July 8, 2009

## Board of Directors:

Name	Email Address	Telephone
Roy Gustavson, President	<a href="mailto:TowerDog47@aol.com">TowerDog47@aol.com</a>	(828) 885-8226
Mike Furtick, Vice President / Treasurer	<a href="mailto:MHFinc@aol.com">MHFinc@aol.com</a>	(941) 366-9331
Tina Leonard, Secretary	<a href="mailto:PixieTina@citcom.net">PixieTina@citcom.net</a>	(828) 884-6574

## Architectural Committee:

Name	Email Address	Telephone
Scott Clark	<a href="mailto:ScottClark@citcom.net">ScottClark@citcom.net</a>	(828) 884-6574
Mike Furtick	<a href="mailto:MHFinc@aol.com">MHFinc@aol.com</a>	(941) 356-2235
Tina Leonard	<a href="mailto:PixieTina@citcom.net">PixieTina@citcom.net</a>	(828) 884-6574

## Landscape Committee:

Name	Email Address	Telephone
Ben Zeller	<a href="mailto:Zellerbe@brevard.edu">Zellerbe@brevard.edu</a>	(828) 877-2710
Scott Clark	<a href="mailto:ScottClark@citcom.net">ScottClark@citcom.net</a>	(828) 884-6574
Roy Gustavson	<a href="mailto:TowerDog47@aol.com">TowerDog47@aol.com</a>	(828) 885-8226

## Property Manager:

Mailing Address:

Deer Ridge Property Management  
Attn: Jim Kolisch  
P.O. Box 120  
Cedar Mountain, NC 28718

Physical Address:

Deer Ridge Property Management  
7737 Greenville Highway  
Brevard, NC 28712

Office Phone: (828) 862-8134  
Fax Number: (828) 862-6840  
Toll Free: (877) 782-9962  
Website: [www.DeerRidgePM.com](http://www.DeerRidgePM.com)  
Email: [jim@deerridgepm.com](mailto:jim@deerridgepm.com)

## City of Brevard Telephone Numbers and Website:

Emergency	911
Police Department	(828) 883-2212
Fire Department	(828) 883-3333
Public Works Department	(828) 885-5629
Utilities department	(828) 883-8461
City of Brevard Website:	<a href="http://www.cityofbrevard.com">www.cityofbrevard.com</a>