

Cripple Creek Owners Association
Condominium Rules and Regulations
With Fines & Fines Schedule
Applicable to Owners, Tenants, and Guests

The Owners Association has adopted the following Rules and Regulations to assure maximum living enjoyment, aesthetic beauty and property values at Cripple Creek Condominiums. The Rules and Regulations are automatically a part of each lease, and each owner is responsible for making sure his/her tenants have a copy of the **Rules and Regulations** and abide by them. You are encouraged to ask your neighbors to follow the Rules and Regulations.

THE RULES WILL BE ENFORCED. PLEASE REMEMBER THAT THE RULES APPLY TO ALL OWNERS AND THEIR FAMILIES, TENANTS, GUESTS, AND EMPLOYEES. IF THE RULES ARE VIOLATED BY THE OWNER(S), OWNER'S FAMILY, TENANTS, EMPLOYEES OR GUESTS, THE OWNER(S) WILL BE RESPONSIBLE FOR CORRECTIVE ACTIONS, DAMAGES, AND FINES.

1. PRIVATE PATIOS AND BALCONIES:

The only property which may be stored temporarily or permanently on private patios and balconies are the following: patio or lawn furniture, plants & stands, and bicycles. Nothing may be stored on the railings. Items stored on the patios/balconies must not appear to be in disrepair.

Storage of Grills: (Open Flame Cooking Devices) on balconies or within ten (10) feet of the building has been prohibited by College Station City Ordinance; Article III. Fire Code, Sec. 16-52, (17) Section 308.1.4. *(Open-Flame Cooking Devices). Charcoal burners, liquefied-petroleum-gas fueled cooking devices, and other open-flamed cooking devices shall not be stored or operated on combustible balconies or within ten feet (3048mm) of combustible construction.*

Grills may only be used a minimum of 10 feet away from the building. The city Fire Marshall or Police Department will issue fines for violating this ordinance.

The Cripple Creek Board has determined that storage of Propane tanks or fuels and accelerants is a violation of the Condominium Declaration against hazardous products and that the rule prohibiting storage of items on Patios includes grills. Effective October 30, 2012, Grills may not be stored on Patios. Propane tanks and Propane Grills with attached tanks may not be stored on the property at any time.

Nothing may be attached to the railing or any covering of any type added (i.e. wire, screen, or fencing material).

All other property must be kept inside the unit: Including but not limited to towels, clothing, mops, brooms, wood, tools, carpeting, boxes, plastic bags, beverages, furniture, toys, automobile equipment, BBQ grills, etc. All property stored in violation of this rule **MAY BE REMOVED AND DISPOSED OF WITHOUT PRIOR NOTICE** by any Board Member or Management Company Representative.

NO CLOTHES DRYING: No clothes, towels or other items may be hung out to dry anywhere outside, i.e., on patios, balconies, railings. Items being dried outside in violation of this rule **MAY BE REMOVED AND DISPOSED OF WITHOUT PRIOR NOTICE** by any Board Member or Management Company Representative.

2. **UNIT CLEANLINESS:** Each Owner or Tenant shall keep his/her unit in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown, any objects, substances or items from their doors, patios, balconies, or windows.
3. **STORAGE OF PROPERTY IN COMMON AREAS:** Absolutely no property may be stored temporarily or permanently on sidewalks, balcony walkways, stair landings, area beneath the stairs, entry door, parking lots or other common areas. Management company employees, servicemen, Board Members, and persons designated by them **MAY REMOVE AND DISPOSE OF ANY PROPERTY STORED IN VIOLATION OF THIS RULE WITHOUT PRIOR NOTICE.**
4. **ENTRY AREAS AND SIDEWALKS:** Entry areas, walkways, steps, area beneath the stairs, and landings shall be kept clean and neat by the owners or tenants using the same. **Nothing can be placed in these areas except doormats located immediately adjacent to entry door.** Feeding bowls for pets may not be left outside since they may attract stray pets or rodents and compound the "clean-up" problems. Owners must keep the floor of their patios or balconies free of paint, stains, pet droppings and debris.
5. **PROPERTY INSIDE UNITS:** The Association has the right and the responsibility to control the visual attractiveness of the property, including the right to require the removal of objects which are visible from the common areas, and which detract from the property's appearance.
6. **WINDOWS & EXTERIOR DOORS:** The Association has the right and the responsibility to control the visual attractiveness of the property. To that end: (1) Cracked or broken windows must be replaced; (2) Exterior doors that are rusted or otherwise beyond repair must be replaced; and (3) Exterior doors wherein the paint is faded, cracked, peeling or appear to be in a general state of disrepair must be painted.

WINDOWS: Should you need to replace a window only the *APPROVED* window can be used. Details of the approved window are posted on the Beal Properties Cripple Creek website or call Beal Properties for more information.

DOORS: Should you need to replace your *exterior door* only a plain solid core metal door with no windows or other decorations is permitted (other than a standard peephole).

Should you need to replace your *patio door or screen door* only the *APPROVED* doors listed

on the website are permitted, including paint color and screen color.

New doors or doors that just need repainted must be in the *APPROVED* color which is available on the Beal Properties Cripple Creek website or call Beal Properties.

7. **WINDOW COVERINGS:** All exterior windows, including glass patio doors, shall be covered by white blinds or white backed drapes. No aluminum foil, film (other than clear and non-reflective), solar screens, or other material objectionable in the reasonable judgment of The Board of Directors shall be placed in or next to any window or sliding glass door. Blinds and drapes must be in good repair and hung properly.
8. **TRASH:** Garbage, refuse, rubbish, or cuttings shall not be left or deposited, even temporarily on any common areas, patios, or balconies. Disposition of garbage and trash shall be only in securely tied plastic bags placed in the dumpsters allocated for trash pick-up by the City of College Station.
9. **PETS and ANIMALS:** No animals, livestock, or poultry of any kind shall be raised, bred, kept, maintained, or harbored within this condominium complex. No more than two pets per household are allowed. However, the Association may determine a reasonable number in any instance to be more or less, and the Association may limit the size and weight of any household pets allowed. All animals must be kept inside the owner's condominium unit except when outside *on a leash*. Animals may not make excessive noise, bite, or become obnoxious to the other residents. Animals may not be left unattended in any area or on a patio or balcony outside the condominium unit. Owners and Residents must keep their units in a sanitary condition and free from fleas, pet parasites and noxious odors. Condominium unit Owners shall be liable for damage caused to common elements by pets of the owner or the Owner's tenants or guests. The condominium owner and the owner's tenants and guests shall be responsible for **IMMEDIATE REMOVAL OF THEIR PET'S DEFECATION FROM THE COMMON AREAS.** Pet feeding bowls may not be left outside. The Board of Directors may require permanent removal of any pet when the pet or its owner has violated these rules, or the pet has become objectionable in the opinion of the Board. No pets are allowed in the fenced Pool Area, Tennis Courts, or the Mailbox common area. Infractions of these rules regarding animals' defecation removal will be considered Health and Safety violations and any infraction will incur immediate fines as noted in Rule #25.
10. **NOISE AND ODORS:** No owner, tenant or guest shall produce or permit to be made any noises or noxious odors that will disturb or annoy the occupants of the resident units or permit anything to be done therein which will interfere with the rights, comfort or convenience of the owners or tenants.
11. **POOL AND TENNIS COURT RULES:** Rules governing use of tennis courts and swimming pool shall be posted and enforced. Failure to comply with posted rules may result in loss of privileges to use amenities. **THERE IS NO LIFEGUARD. ALL CHILDREN UNDER 12 YEARS OF AGE OR ANY MINOR WHO CANNOT SWIM MUST ALWAYS BE IN THE COMPANY OF AN ADULT WHEN NEAR THE POOL.**

- 12. MAILBOXES:** The Board of Directors may have the exclusive right to designate the type, size, and location. Owners are responsible for keys and locks for their mailbox.
- 13. NUISANCES:** No activity shall be conducted on the property which in the judgment of The Board of Directors or Management Company might reasonably be considered as giving annoyance to neighbors of ordinary sensibilities or might be reasonably calculated to reduce the desirability of the property as a residential neighborhood.
- 14. CHILDREN:** Each Owner is responsible for the conduct of children who are residents, tenants, or guests in his or her unit. No child under the age of 10 years may be left home alone without adult supervision. No children's toys may be left outside.
- 15. EXTERIOR:** No work or modification of any kind shall be done on the exterior of the buildings or common elements by any owner, resident, agent, or contractor hired by owner or resident. Any such work or modifications will be removed and all costs associated billed to the unit owner as damages. **No items of any kind can be installed or attached to the Hardee Board siding. No plants or plantings or planters can be placed, installed or planted within or adjacent to ANY common elements, including the area immediately adjacent to unit patio or entry door.**

Installation of *Dishes/Antennas (hereafter referred to as Dishes)* for reception of television or Internet service in any location except the patio, balcony (as detailed below) requires written notification to the Management Company, Beal Properties, prior to installation. All Antenna units must be installed on the gable ends of each building directly to the 2 X 8 board placed on the 3rd piece of siding from the top, and must make the shortest possible cable run along the fascia and drop in the closest possible proximity to entry to the unit. Cables must be secured tightly to the building with appropriate fasteners no more than 2 feet apart. No more than one (1) Dish is allowed to be installed for a unit at any time. Only one dish per unit will be allowed and any prior installation must be removed before a new "dish" may be installed. Under no circumstances are any Dishes or cables to be attached to the roof at any time. Any attachments of that nature will be immediately removed and the cost to do so along with the roof repair billed to the unit owner as damages. FCC rules also allow placement of a "Dish" one meter or less in diameter contained completely within the confines of a patio or balcony. NO portion of the Dish may extend beyond the edge of the exterior wall, and it may not be attached in any way to any surface except the upper surface of the floor of the balcony or patio. Any "dishes" attached in any other location will be removed and any costs to restore the area to its original condition will be billed to the unit owner.

- 16. WATER LEAKS - SHUT DOWN:** **ALL WATER LEAKS MUST BE REPORTED TO THE MANAGEMENT COMPANY, BEAL PROPERTIES,** the unit Owner or Manager immediately to prevent possible damage. The Association plumber, ***Holman's Quality Plumbing, is the only plumber authorized to shut off the water, due to the complicated circulating water systems at Cripple Creek.*** Holman's Quality Plumbing must be notified of any plumbing repairs that require turning off water to any buildings and must be approved by the management company, Beal Properties, and given at least 24 HRS notice so notices can be posted at the mailroom area.

- 17. VEHICLES AND PARKING:** All Residents and Owners must register their vehicles with the Management Company, Beal Properties, and the towing company, by providing a copy of their lease or utility statement. Visitor parking is marked inside the parking entrance from University Oaks Blvd. Visitors may also park on Munson and University Oaks, except in **NO PARKING** zones. No trailers, boats, recreational vehicles belonging to or under the control of an owner, member of the family, guest, employee, or lessee shall be parked in such a manner as to impede or prevent ready access to any entrance or exit of a building or remain on the property more than 24 hrs. Vehicles shall be parked within designated parking areas only. No motorcycles, scooters or bicycles may be parked on sidewalks or entryways.
- 18. PEST CONTROL:** The Association only sprays the exterior of the buildings. If you have an internal pest issue you must call your own pest control company.
- 19. CRIMINAL ACTIVITY:** While on the condominium complex, no person may violate any criminal laws, health codes, or applicable laws. **THE ASSOCIATION DOES NOT PROVIDE SECURITY FOR THE RESIDENTS.** Owners are encouraged to provide thumb latch deadbolts on entry doors and security latches for sliding glass doors for the protection of residents while inside a unit. There shall be no tampering with water, lighting, sprinklers, pool equipment or other common elements.
- 20. EVICITION OF TENANTS:** The Association shall have the right to evict an Owner's tenant who substantially or repeatedly violates the Association rules and regulations.
- 21. NUMBER OF RESIDENTS:** There shall not be more than four (4) people allowed living in a two-bedroom unit at any time and no more than two (2) people living in a one-bedroom unit at any time.
- 22. ROOFS:** Owners, their families, tenants, guests, employees, or visitors shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roofs of the buildings.
- 23. FLAMMABLES:** No Owner, their tenants, families, guests, or employees shall use or permit to be brought into or stored in their unit any flammable oils or fluids such as gasoline, kerosene, naphtha, benzene, propane, or other explosives or articles deemed extra hazardous to life, limb, or property without in each case obtaining written consent of The Board or Management Company.
- 24. CONSTRUCTION:** Failure to obtain *City Permits* or have on file *Approved Construction Plans* with the CCOA Board when required, and starting construction are considered Health and Safety violations and incur immediate fines as noted in Rule #25. As a specific example, any changes involving sub-floors require a City permit and a preapproved plan on file with the Board before construction begins. Other types of work require only a City permit. If there is any question as to what type of permit is necessary, please consult the City Code department and the Management Company, Beal Properties.

- 25. FINES AND CHARGES:** The Board may levy reasonable fines on unit Owners for violation of the rules by the Owners, Tenants, Guests, and Employees. A fine will be charged if, after 14 days of delivery of notice to resident (with mailed copy to owner), the violation has not been corrected. Fines will be assessed only if the unit Owner is given notice of the nature and approximate date of the violation and amount of the fine/charges with the exception of Health and Safety violations. **FINES ARE SEPARATE FROM CHARGES FOR DAMAGES.** The minimum fine for each violation shall be \$50.00 and maximum fine shall be \$500.00. The Board may deem each day of violation or individual instance of a health or safety issue a separate violation. Rules #8, #22, #23, **#28, and #1 (as it pertains to grills and power/extension cords)** are specifically exempted from the prior notice requirement as Health and Safety violations, and the correction period outlined above and will incur **IMMEDIATE FINES** on any violations in any 12-month period.
- 26. LATE OWNERS' ASSOCIATION DUES:** The Board has established a Late Fee of \$35 per occurrence for any payment of Cripple Creek monthly Owners Association dues received after the 15th of the month in which they are due. As required in the Condominium Declaration any late Dues and Fees will also be charged interest of 10% per annum until paid.
- 27. PLUMBING REPAIRS:** No Owner or their independent plumber is authorized to shut the water down to any building. Doing so will result in fines and charges for any damage caused. Repairs requiring the shutdown of the water must be pre-approved by the management company, Beal Properties. The Association plumber, **Holman's Quality Plumbing**, is the only plumber authorized to shut off the water due to the complicated circulating water systems at Cripple Creek. An alternate plumber may be used but any system damage caused by improper shutdown or startup will be assessed to the Unit Owner. Any water shut down except as an emergency requires 24-hour advance notice and scheduling with the Management Company, Beal Properties.
- 28. VEHICLE CHARGING:** It is not permitted to run power cords/extension cords from any unit nor from any outside electrical source for the purpose of vehicle charging as this is a Health and Safety (tripping hazard) violation.

Any consent or approval given under these rules by The Board shall be revocable at any given time.

Issues regarding the service of the buildings and grounds or regarding actions of other owners shall be made in writing to The Board through our Management Company:

Beal Properties
ATTN: Cripple Creek Owners Association Board
3363 University Drive East, Suite 215
Bryan, Texas 77802
979-764-2500 cripplecreek@bealbcs.com

Telephone reporting of maintenance requests or issues will be processed, but written documentation is **REQUIRED** for any official action or response from the Board. Any exceptions to these rules, requests for

consideration of waivers, approvals for exterior work, and Board approvals of any other changes must be in writing.

These rules may be added to, amended, or repealed at any time by The Board of Directors of the Association.

These Rules and Regulations are not a complete listing of all obligations of owners, residents, guests, and employees. The Condominium Declaration for Cripple Creek Condominiums and By-Laws of Cripple Creek Owners Association, Inc. include additional responsibilities and obligations not enumerated in this document.

CRIPPLE CREEK OWNERS ASSOCIATION RULES AND REGULATIONS, BY-LAWS OF CRIPPLE CREEK OWNERS ASSOCIATION, INC., AND CONDOMINIUM DECLARATION FOR CRIPPLE CREEK CONDOMINIUMS SHALL PREVAIL OVER ANY CONFLICTING PROVISIONS OF ANY LEASE OR ANY OWNER'S RULES.

Beal Properties, the Management Company, maintains a website for Cripple Creek Condominiums and an email address:

https://bealbcshoa.com/managed_community/cripple-creek-condos/

cripplecreek@bealbcs.com

This site contains copies of the most current Rules and Regulations and links to report maintenance issues and problems in the complex. It also helps to update water shut offs for repairs and other upcoming events at Cripple Creek.

Schedule of Fines for Violations

<u>Occurrence</u>	<u>Fine</u>	<u>Re-Inspection</u>
1 st Notice of Violation	\$0.00	14 Days
2 nd Notice of Violation	\$0.00	14 Days
Sent with Notice of Intent to Fine		
3 rd Notice of Violation	\$50.00	14 Days
Sent with Fine Invoice		
Continued Violation	\$100.00*	Per monthly inspection until resolved.
<u>Rules 1, 9, 23, 24: Health/Life/Safety Violation</u>		
1 st Notice of Violation	\$0.00	24 Hours
Daily Notice till correct	\$50.00	PER DAY

NOTARY ACKNOWLEDGMENT ON FOLLOWING PAGE

Executed on this 31st day of January, 2025.

Cripple Creek Owner's Association, Inc

a Texas non-profit corporation

By: Renee J. Blamer

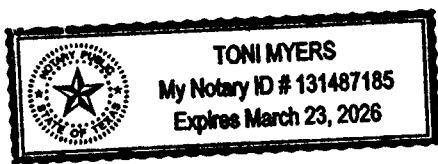
Title: President

STATE OF TEXAS §

§

COUNTY OF BRAZOS §

This instrument was acknowledged before me on the 31st day of January 2025, by Renee Blamer, President of Cripple Creek Owner's Association, a Texas non-profit corporation, on behalf of said entity.



T. Myers

Notary Public, State of Texas

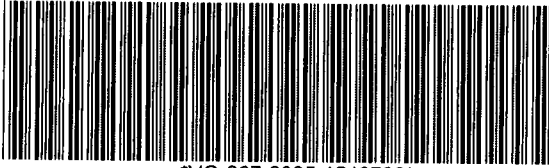
AFTER RECORDING RETURN TO:

Lara Lewis

Beal Properties

3363 University Dr. E., Suite 215

Bryan, TX, 77802



VG-267-2025-1548798

**Brazos County
Karen McQueen
County Clerk**

Instrument Number: 1548798

Volume : 19664

Real Property Recordings

Recorded On: February 04, 2025 12:25 PM

Number of Pages: 9

" Examined and Charged as Follows: "

Total Recording: \$53.00

***** **THIS PAGE IS PART OF THE INSTRUMENT** *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 1548798
Receipt Number: 20250204000058
Recorded Date/Time: February 04, 2025 12:25 PM
User: Patrick S
Station: CCLERK07

Record and Return To:

LAURA BILL PROPERTIES
3363 UNIVERSITY DR. E SUITE 215

BRYAN TX 77802



STATE OF TEXAS
COUNTY OF BRAZOS

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Public Records of Brazos County, Texas.

Karen McQueen
County Clerk
Brazos County, TX