

Cripple Creek Home Owners Association  
Condominium Rules and Regulations  
Applicable to Owners, Tenants and Guests

The Owner's Association has adopted the following rules 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 OWNERS 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 on balconies has been prohibited in past years by City ordinance and this prohibition will be included in the ordinance again in 2013 according to the Deputy Fire Marshall.

*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.

2. 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.
3. UNIT CLEANLINESS: Each Owner or Tenant shall keep his 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.
4. STORAGE OF PROPERTY IN COMMON AREAS: Absolutely no property may be stored temporarily or permanently on sidewalks, balcony walkways, stair landings, 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.**
5. ENTRY AREAS AND SIDEWALKS: Entry areas, walkways, steps 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. 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 drippings and debris.
6. 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.
7. 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 BVPM Cripple Creek website or call BVPM.  
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 peep-hole). New doors or doors that just need repainted must be in the APPROVED color which is available on the BVPM Cripple Creek website or call BVPM.
8. WINDOW COVERINGS: All exterior windows 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.

9. 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.
  
10. 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 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 Laundry Room/ 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.
  
11. 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.
  
12. POOL AND TENNIS COURT RULES: Rules governing use of tennis courts, swimming pool and laundry facilities 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.**
  
13. MAILBOXES: The Board of Directors may have the exclusive right to designate the type, size, location, and signage on mailboxes.

14. 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.
15. 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.
16. 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 owners or residents. Any such work or modifications will be removed and all costs associated billed to the unit owner as damages. Addition 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) require written notification to Century 21/BVPM prior to installation. All Antenna units must be installed on the gable ends of each building directly to the 2 X 8 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 unit 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. Units with extended decks or enclosures MAY NOT place them in that area and must follow the same exterior wall restrictions as all other units. Any "dishes" attached in any other location will be removed and any costs to restore the area to original condition will be billed to the unit owner.
17. WATER LEAKS/SHUTDOWN: **All WATER LEAKS MUST BE REPORTED TO CENTURY 21/BVPM**, the unit Owner or Manager immediately to prevent possible damage. Any plumbing repairs that require turning off water to any buildings are to be approved and given at least 24 HRS notice so notices can be posted at the laundry area and mailroom.

18. **VEHICLES AND PARKING:** All RESIDENTS AND OWNERS MUST REGISTER THEIR VEHICLES WITH THE OWNERS ASSOCIATION AND PLACE A PARKING STICKER ON THEIR VEHICLES TO AVOID BEING TOWED. 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.
19. **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.
20. **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 or laundry room equipment.
21. **EVICION OF TENANTS:** The Association shall have the right to evict an Owner's tenant who substantially or repeatedly violates the Association rules and regulations.
22. **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.
23. **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
24. **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.
25. **CONSTRUCTION.** Failure to obtain City Permits, or have on file Approved Construction Plans

with the CCHOA 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 Beal Properties.

26. 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.** A 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 #9, #23, #24, and #1 (as it pertains to grills) 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.

27. LATE HOA DUES: The Board has established a Late Fee of \$35 per occurrence for any payment of Cripple Creek monthly HOA dues received after the 15<sup>th</sup> 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.

28. PLUMBING REPAIRS. Any repairs requiring shut down of the water will incur assessed "trip charges to the Unit Owner unless the HOA plumber is used due to the complicated process required to shut down the separate hot and cold water systems at Cripple Creek. An alternate plumber may be used but any system damage caused by improper shut down or start up will be assessed to the Unit Owner. Any water shut down except as an emergency requires 24 hour advance notice and scheduling with Beal Properties.

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 HOA Board  
903 Texas Ave. S. College Station, TX 77840

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 are not a complete listing of all obligations of owners, residents, guests, and employees. The Cripple Creek Condominium Declaration and Cripple Creek Homeowners Association Bylaws include additional responsibilities and obligations not enumerated in this document.

**CRIPPLE CREEK OWNERS ASSOCIATION RULES AND REGULATIONS, CRIPPLE CREEK OWNERS ASSOCIATION BYLAWS, AND CONDOMINIUM DECLARATION SHALL PREVAIL OVER ANY CONFLICTING PROVISIONS OF ANY LEASE OR ANY OWNER'S RULES.**

Beal Properties maintains a web site for Cripple Creek Condominiums.

<http://cripplecreekbcs.com/home>

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.