

CREEKSIDE COMMUNITY ASSOCIATION, INC.

CONSTRUCTION POLICY

Creekside Community Association, Inc. is a homeowners association developed by Lennar Communities. The following rules shall apply to all employees of contractors and service personnel while on-site at Creekside Community Association, Inc:

1. **Parking and Construction Hours** - All construction and service personnel shall park on a paved street or on a lot on which construction is occurring. There should be an attempt to park on one side of a paved street only. Contractors may not park so as to block mailboxes. There shall be no parking on lots adjacent to the one on which construction is occurring. Vehicles parked in prohibited areas may be towed at the owner's expense. **All contractors should abide by posted speed limits. If speed limit signs are not posted the maximum allowable speed is 25 mph.** Access for construction will be limited to the following hours:

Monday through Friday	7:00 am - 7:00 pm
Saturdays	9:00 am - 5:00 pm
Sundays & Holidays	10:00 am - 4:00 pm

2. **Job Site Maintenance** - Job sites shall be kept in as neat and clean a condition as possible during construction operations. The contractor shall install either a four-sided 4' x 8' plywood trash container or a minimum of a 20-yard dumpster on each lot during construction activities thereon. The contractor shall ensure that trash is contained on a daily basis. The trash container or dumpster must always be emptied before the accumulations therein reach the top of the container/dumpster. Trash and discarded debris shall be removed to an off-site location and disposed of in a legal manner. No dumping, littering or pollution of Creekside Community Association areas will be allowed. In the event that trash and debris accumulates and is not disposed of in a timely manner, Lennar Communities has the option to dispose of the trash and debris and invoice the builder.
3. **Community Roadways** - Builders will be responsible to maintain the residential community roadways so that they are free of dirt and construction debris. Builders are required to have streets swept on a regular basis while construction is occurring. If excess dirt is found to be in the storm water system during the course of construction in the community, builders will be assessed their pro-rated share of the costs to clean the storm system.
4. **Restroom Facilities** - Each builder shall provide and maintain sanitary restroom facilities on-site during construction activity for the use of its workers. Portable facilities shall not be located on paved streets or sidewalks. Port-a-lets may not be placed a top storm drains. All waste material shall be disposed of off-site.
5. **Damage to Utilities** - Any damage to streets, curbs streetlight, street markers, common area landscaping and irrigation, drainage inlets, walls and all utility installations (telephone, electric service potable water, cable television, natural gas, storm sewers and sanitary sewers) will be repaired by the builder or subcontractor. If any utility installation is cut or damaged in any way, it is the responsibility of the person cutting or damaging the line to report the incident to the developer's project manager. The Developer reserves the right to make repairs if builder or subcontractor fails to do so in timely manner. The cost of such repair will be borne by the responsible party.

6. **Insurance and OSHA** - All builders, contractors and service personnel shall be properly covered by workman's compensation and all other considerations as required by Polk County, State of Florida, and OSHA. Violations of safety standards, work policies or labor laws shall be adequate grounds for penalties, fines, shutdowns or expulsion from Creekside Community Association at the option of Lennar Communities.
7. **Utilities** - Contractors will only use the utilities on the immediate site on which they are working and only if said utilities have been approved for use.
8. **Signage** - All signage (excluding permit boards) shall be approved in advance by Lennar Communities.
9. **Audio Devices** - Tape, CD or radios in worker's vehicles may not be played.
10. **Hunting and Fishing** - No hunting or fishing is permitted within Creekside Community Association, Inc.
11. **Negligence and/or Damage** - Lennar Communities reserves the right to charge, fine or expel any builder, subcontractor or service personnel who willfully or negligently damages, destroys, pollutes, harms or steals another's property, amenities, equipment, natural resources or wildlife on any area of land within Creekside Community Association, Inc.
12. **Children and Pets** - Children and pets of contractor and service personnel will not be allowed on-site.
13. **Subcontractors** - Homebuilders shall be responsible for the conduct and actions of all of their prime contractors, subcontractor, suppliers and their employees while in Creekside Community Association, Inc. property immediately.
14. **Right to Enter Job Site** - Lennar Communities, its authorized representatives and Architectural Control Committee shall be permitted access to all job sites while under construction to answer questions, to conduct inspections and to monitor construction schedules and compliance with the regulations within the Community Standards and Declaration for Creekside Community Association, Inc.

Developer

Lennar Communities
600 N Westshore Blvd, Suite 400
Tampa, FL 33609

Homeowners Ass'n. Management

Condominium Associates
Polk County Office
206 Easton Drive, Suite 107
Lakeland, FL 33803-2936

CREEKSIDE COMMUNITY ASSOCIATION, INC.

ASSESSMENT COLLECTION POLICY

This collection policy, as approved by the Board of Directors for Creekside Community Association, Inc. shall adhere to **Section 17.18. Assessments (page 38) as stated in the recorded Covenants, Conditions and Restrictions for Creekside Community Association.**

- Assessments are due and payable on the first day of each quarter (January 1, April 1, July 1 and October 1).
- All owners in Creekside are required to submit a payment coupon (as provided by the management company) with their quarterly maintenance fee check. All payments processed without a payment coupon can be delayed up to and exceeding ten days from the date of receipt by the management company. If owner fails to receive payment coupons at the beginning of each year or at the time of closing, said owner shall contact the management company to request payment coupons or send payment directly to the managing agent's office in a timely manner.
- If any assessment is not paid within 15 days after it is due, the Owner responsible is required to pay a late charge of \$25.00 or such greater amount determined by the Board to the extent permitted by law. Payments not made in a timely manner may be accelerated by the Board of Directors making the entire balance of the remaining assessments due and payable within 15 days after the notice to Owner is mailed.
- A reminder notice is mailed by the management company on the 15th day of the month in which the assessment is due. Owner shall have until the 1st of the following month to pay the balance in full, including any late fees.
- Owners in arrears by the 5th day of the 2nd month of the quarter shall received a Certified, Return Receipt letter from the management company instructing them to pay the entire balance due (and any acceleration) by the 20th of the month.
- Non-payment after receipt of the Certified Return Receipt letter and deadline for receipt of payment will cause the matter to be forwarded to the association's attorney for collection of all monies due to the association based on the authority given in Section 17 of the CCR's for Creekside Community Association, Inc.
- The association's attorney shall send a Demand Letter for payment of the funds to the association, including any costs incurred by the association, as well as attorney fees/costs in connection with collection of this debt. Further action will be pursued by the association's attorney in the form of a lien and ultimately foreclosure on the home if payment in full of the funds due to the association is not received when requested.

GROUNDS MAINTENANCE SPECIFICATIONS & CONTRACT FOR CREEKSIDE COMMUNITY ASSOCIATION, INC.

The contractor shall perform the maintenance and furnish all labor, equipment, services, supplies and materials (except as noted in contract) for complete landscaping and maintenance, including, but not limited to, mowing grass, cultivating plants, trees and shrubs, fertilizing, weeding, edging and policing of all areas as noted on attached Master Plan.

All work shall be performed between the hours of 8:00 AM and 6:00 PM Monday through Friday. During the rainy season, generally June through September, the work times may be expanded from 7:00 AM to 7:00 PM Monday through Friday. Grounds maintenance crew will report to the job site fifty-two (52) weeks per year. If the turf does not require mowing, other necessary services will be performed.

A foreman shall be assigned to the community with whom the property manager may communicate on a regular basis. The assigned foreman shall contact the property manager once each week, and such communication shall include the following:

- Detailed and dated account of any materials or service functions to be performed during each visit for verification and confirmation at completion.
- Detailed and dated account of any materials or service incorporated into work that will be billed for as an extra charge
- Detailed and dated enumeration of problems encountered, during service performance, and recommendation for solution.

The Contractor will supervise and direct the work and his employees, to the best of his ability, and be solely responsible for all techniques, sequences, procedures, coordination of services, and actions of his employees. Contractor service personnel shall maintain a neat appearance in suitable clothing and in company identification uniform.

The community shall be maintained according to the following specifications:

A. MOWING

1. Mow all specified areas with power lawn mower of sufficient horsepower to leave a neat, clean, uncluttered appearance. The number of mowings shall depend on the requirements of the growing seasons and conditions, with a minimum of forty-two (42) mowings per year. Suggested schedule is as follows:

January – February	Bi-weekly
March – October	Weekly
November – December	Bi-weekly

2. All mowed areas to be either bagged or raked if conditions require. All mowers must have mulching and sharp blades.
3. All grass clippings on streets, curbs and sidewalks shall be swept or blown away at time cutting takes place. Heavy or excessive clippings will be removed upon completion of mowing.
4. All blowing shall be done in a direction away from the buildings and away from cars.

5. Mowing on all lake/pond banks will be in a direction to keep grass clippings from blowing into the lake/pond. Lake banks and retention ponds will be mowed to the water's edge.
6. All grassy areas located on the property will be thoroughly and evenly mowed according to the type of grass and not shorter than three inches.
7. No tire ruts are to be left in lawn in wet areas. These wet areas are to be hand cut. If too wet, ground shall be allowed to firm up to allow normal mowing procedures or turf should be trimmed by line trimming methods.

B. EDGING

1. All lawn areas adjacent to paved surfaces or structural edges such as sidewalks, walkways, driveways, parking lots, curbing, headers, and retaining walls will be wedged with a "blade edge" in order to maintain clean, crisp, and consistent edge lines.
2. Bed edges will be kept clean and well defined around color beds, shrub beds, open beds, and tree trunks so as to prevent encroachment from lawn and other adjacent materials.
3. All grass clippings and debris from edging will be blown, swept for carted away.
4. Contractor will hand clip or chemically treat around posts, lights, signs, trees, utility installations and valves as required to keep a neat, clean appearance. No chemical treatment is to be done around the perimeter of any home at any time. Sprinkler heads shall be trimmed to maintain maximum clearance at all times for the greatest coverage. Contractor is also responsible for maintaining the base of walls and fences.
5. Care shall be taken to avoid chipping, marring or in any way damaging pavements, concrete fixtures, light poles, flower bed edging, plants, trees, and building or wall surfaces.
6. Edging will be performed on a regular basis so as to coincide with the mowing schedule. All sidewalks and curbs will be edged every time the turf is mowed. Plant beds will be edged as often as required to prevent turf encroachment into the plant beds.

C. WEEDING

1. Contractor shall weed all planting beds, hedges, shrubs and plant and tree beds every week to keep the beds weed free in order to present an acceptable appearance.
2. Ground cover beds infested with weeds will be chemically treated.
3. Weed control in plant beds, open beds, ground between plants, joints in walks, decks, curbs and drives will be performed using appropriate manual (hand pulling) and/or chemical (herbicide) control methods. When it is necessary and practical to use chemical control, pre and post emergent herbicides will be applied with care so as not to injure adjacent desirable plants.

D. PRUNING/TRIMMING

1. All pruning shall be done with horticultural skill and knowledge to maintain an overall acceptable appearance. All shrubs, vines, plants and trees shall be pruned and shaped as necessary to:

- (a) Remove dead, diseased or injured branches and palm fronds;
 - (b) Keep all sidewalks and roadways in passable condition and eliminate overhanging branches or foliage which obstructs and hinders pedestrian or motor traffic;
 - (c) Retain the individual plant's natural form and prune to eliminate branches that are rubbing against walls, utility areas or buildings.
2. All hedges/shrubs will be trimmed at least twice per month in the growing season and once per month in the non-growing season to provide a neat and clean appearance. Flowering shrubs shall be pruned immediately after the blossoms have cured with top pruning restricted to shaping the terminal growth.
 3. All trees above eight feet shall be trimmed at the expense of the Association outside of this contract. Said trees shall be trimmed two times per year (May and October), or as directed by the Association. Pruning of trees under eight feet shall be performed by contractor as needed. The contract shall outline the number of trees and a per unit cost. Please refer to individual bid page per community.
 4. All clippings and debris from pruning will be blown, swept or carted away at the time pruning takes place.

E. POLICING

1. Contractor shall police all areas under contract during each time of mowing and remove all trash and debris from grounds. The common area grounds shall also be policed for trash and debris on all non-mowing visits.
2. Contractor shall police all bodies of water under contract during each time of mowing and remove all trash and debris from edges of pond/lake banks as well as within 25 feet into the water by netting.
3. Property shall be inspected 52 weeks per year and detailed as necessary to maintain 100% quality appearance.
4. Contractor shall forward proposals to repair all ruts or tire marks caused by construction and/or residential traffic to the property manager for approval. If possible, proposal should state who should be back-charged for such repairs.

F. FERTILIZING, SPRAYING & PEST CONTROL FOR TURF:

1. Granular or liquid fertilization of all St. Augustine turf areas shall be done four times per year according to the climactic and soil conditions on the following schedule:

Early Spring
(February/March): Application of fertilizer and minor elements specifically blended for early spring, plus weed control.

Early Summer
(June/July): Summer blend of fertilizer, minor elements, plus insect control.

Fall
(September/October): A fall blend of fertilizer and minor elements for summer stress recovery plus weed control.

Winter
(December/January): Winterizing blend of fertilizer and minor elements, designed to give the lawn an early spring green up.

2. Granular fertilization of Bahia turf shall be applied in late Spring (April/May) and Late Summer (August/September).
3. All grass shall be sprayed or baited as needed for weeds, insects, fungus or other disease control. This includes ant control three (3) feet away from any buildings or walls in the common areas and reachable flying insect nests on such buildings or walls. Chemicals shall be supplied by the contractor. Herbicide treatment on turf shall be done with a pre and post emergent herbicide for control of broadleaf weeds. Applications will be made in the Spring and again as needed. Mole crickets and chinch bugs shall be treated upon the first sign of infestation on an as needed basis.
4. Two (2) BLANKET atrazine treatments on turf shall be done (December 15 and February 15), with spot treatments performed as necessary.
5. Contractor is responsible for notifying property manager regarding any adverse sod conditions and the measures that will be taken to remedy said situation.

FERTILIZING, SPRAYING & PEST CONTROL FOR SHRUBS:

1. Applications will be made throughout the growing season at different times for different plants, according to their needs. Plant material will be fertilized three times per year as follows:

Spring: Heavy fertilization plus insecticide if needed.

Mid Summer: Fertilizer plus insecticide.

Fall: Fertilizer plus insecticide.

2. Insect infestations shall be treated on an as needed basis. Plants will be inspected on a monthly basis and treatments required at times other than scheduled stops will be make at no additional charge.
3. All plants, trees, vines, shrubs and flowers shall be sprayed or baited as needed for weeds, insects, fungus or other disease control. This includes ant control in the common areas and reachable flying insect nests on recreation buildings or walls.
4. All materials and labor furnished by the Contractor. Re-treatment at no charge for fertilization, fungus, chinch bugs, sod webworms, armyworms, weeds, and nutritional deficiencies.
5. All canary island date palms (if applicable) shall have bud drenches and fungicide treatments performed three times per year. The number of trees treated and cost per tree shall be specified.

G. MULCHING

1. All trees, shrubs and plant beds shall receive mulch two (2) times per year. Mulch shall be pine bark mini nuggets. Please refer to individual bid sheets for number of cubic yards and price per yard. Mulching **will not** be included in the monthly contract amount but shall be invoiced separately and shall state number of cubic yards, price per yard and hours of labor.

H. IRRIGATION SYSTEM:

1. Contractor shall assume responsibility for damage caused to any of the sprinkler heads or control lines that may occur in the process of lawn mowing or edging. Said repairs shall be performed immediately.
2. Routine irrigation maintenance is to be completed monthly. Each zone is to be turned on and operated for a minimum of ten (10) minutes. Each head, seal, nozzle and strainer is to be inspected for adjustment and shall be aligned, packed, cleaned and repaired as necessary. Sprinkler heads will be trimmed to maintain maximum clearance, at all times, for the greatest coverage. All below ground repairs including valves, pumps and timers are considered unscheduled repairs. Contractor shall supply Management with a written proposal/cost estimate for all such repairs. Upon written approval from Management, contractor shall proceed. In the event of an emergency, contractor shall make a diligent effort to contact Management or their assign prior to making such repair.
3. Above ground repairs that are not the fault of the contractor will be billed upon approval at an additional cost for labor and parts utilized. An irrigation tech shall be on site at the same time each month to perform checks and repairs. The property manager shall be notified what day and time of the week the irrigation tech will be available.
4. Watering schedules shall meet all government regulations, and zone times will be adjusted depending on job conditions, climactic condition and all watering restriction for the City/County.
5. Emergency service shall be available after normal working hours and an emergency telephone/pager number will be provided to Management or their assign.

I. REPORTS

1. Contractor shall provide to management a written report of work performed for each visit on a bi-weekly basis with notification of any problem areas and a schedule for each month.

J. ANNUALS:

1. Contractor shall replace annuals four (4) times per year and maintain annuals to insure a healthy appearance. Annuals shall be hand-watered as needed to ensure maximum flowering and health of the plant.
2. Annual installations will include all necessary soil adjustments and nutritional requirements to meet the needs of the specific plants installed. This item **will not** be included in the monthly contract amount but shall be invoiced separately and shall state the number of plants installed and the cost per plant.

K. LICENSES:

1. Contractor shall have all valid licenses to perform the work required and copies shall be attached to a proposal and/or the contract, including, but not limited to, Certified Pest Control License, Certified Pest Control Applicators, and Irrigation License.

L. INDEMNIFICATION:

1. The Contractor shall be responsible for all damage to persons or property that occurs as a result of its fault or negligence in connection with fulfillment of the work.
2. Contractor shall furnish the following certificates of insurance with provisions that insurance policies may not be canceled or endorsed in any way which would reduce or limit coverage within ten (10) days prior to written notice to the Association.
 - (a) Workman's Compensation Insurance covering work which will be done on this contract will be provided in accordance with State and Federal Requirements.
 - (b) Comprehensive General Liability Insurance on an accident and occurrence basis with an insurance company licensed to do business in the State of Florida at a minimum of \$1,000,000.

M. TERM OF CONTRACT:

The term of this contract shall be effective for a period of one year (May 1, 2002 – April 30, 2003) subject to renewal within 30 days of the end of the contract. However, the Association may terminate the contract and declare the same to be of no further force and effect by certified mail giving thirty (30) days' notice of termination.

LANDSCAPE MAINTENANCE PRICE BREAKDOWN

<u>Services</u>	<u>Frequency</u>	<u>Monthly Price</u>	<u>Annual Price</u>
Mow, Edge, Line Trim, Blow	42	\$	\$
Policing for trash/debris	52	\$	\$
Shrub trim, hand weed, chem weed	22	\$	\$
Fertilization – St. Augustine turf	4	\$	\$
Fertilization – Shrubs	3	\$	\$
Pest Control – Turf & Shrubs	As needed	\$	\$
Annual Flower Install & Maintenance (invoiced separately)	4	\$	\$
Mulch (labor & materials) (invoiced separately)	2	\$	\$
Irrigation Monitoring	12	\$	\$
Irrigation Repairs (hourly rate)	As needed	\$	\$
Palm trimming	1	\$	\$
TOTAL		<hr/>	

Proposals must be submitted to:

Dusty Eichholt
 North Florida Land Development Division
 Lennar Homes
 600 N. Westshore Blvd., Suite 400
 Tampa, FL 33609
 (813) 901-5263 (813) 882-8193 Fax

MAP OF COMMON AREAS INCLUDED

CREEKSIDE COMMUNITY ASSOCIATION, INC.

POOL RULES

- Pool hours are from dawn to dusk.
- Use of the pool is at your own risk.
- No lifeguards are on duty.
- There shall be no exclusive use of the pool at any time. Pool parties are discouraged to protect every Residents right to use the facility.
- A resident must accompany guests. Pool usage is limited to 6 guests per Home at any one time.
- Children under the age of 12 are not allowed to be at the pool unsupervised. A parent or guardian over the age of 18 years of age must be supervising at all times.
- No swimming alone.
- Please shower before entering the pool to remove lotions and body oils. This is a County ordinance.
- Infants and toddlers must wear swim diapers especially designed for pool usage. Disposable diapers and cloth diapers are not permitted.
- Except for water wings for children or medically necessary devices, no flotation devices will be allowed. Balloons, balls and water guns/cannons are prohibited.
- No running, diving, cannon balling or boisterous play will be allowed.
- Glass containers, smoking or food is not allowed in the pool. Non-glass containers for beverages may be used and food consumed no closer than 10' from the water's edge. Please dispose of all trash in the proper receptacle and clean tables after use.
- Alcohol is NOT permitted in the pool area.
- Trash and cigarette butts must be disposed of in the proper container.
- Ashtrays should be emptied and all items removed before leaving the pool area.
- Persons with skin abrasions or those who are ill should not enter the pool.
- Bathing suits are the only appropriate swimwear.

- ❑ Use of radios or CD players is allowed at a low decibel level. Headsets are preferred.
- ❑ Please use towels on furniture when using lotions.
- ❑ Pets may not be brought into the pool or pool area.
- ❑ Gates to the pool are to be kept closed.
- ❑ Skates, skateboards, bicycles, etc. should not be used or brought into the pool area.
- ❑ Please return and/or rearrange pool furniture to its original setting. Be sure the gate is securely closed when you leave.
- ❑ All articles left in the pool area will be discarded by the janitorial service. Be sure to check your area for personal items before leaving.

Violations of the rules, equipment failure or safety problems should be brought to the attention of the community manager.

CREEKSIDE COMMUNITY ASSOCIATION, INC.

ARCHITECTURAL MODIFICATION REQUEST

REVISION DONE MAY, 2014 DON'T USE THIS FORM

DATE: _____ Yes / No (circle one)

The undersigned owner seeks approval of the Committee as follows (circle all that apply):

- Pool/Spa Screen Enclosure Solar Heat Panels Satellite Dish Fence
- Storm Shutters Painting Landscaping New Construction Other

DETAILED NARRATIVE DESCRIPTION OF ADDITIONS/ALTERATIONS: _____

(Continue on Additional Sheet if Necessary)

INCLUDED (please circle all that apply):

- Copy of Official Lot Survey Specifications for Alteration Color Swatches Material Sample
- Brochures Photographs Drawings

Note: Please indicate on lot survey where alterations will be located on Property.

The undersigned property owner hereby acknowledges and agrees that the undersigned shall be solely responsible for determining whether the improvements, alterations or additions described herein comply with all applicable laws, rules and regulations, code, and ordinances: including, without limitation, zoning ordinances, subdivision regulations, and building codes. The ACC shall have no liability or obligation to determine whether such improvements, alterations and additions comply with any such laws, rules, regulations, codes or ordinances.

SIGNATURE OF OWNER _____ PRINT NAME _____

STREET ADDRESS _____

LOT _____ TELEPHONE (H) _____ (W) _____

EMAIL: _____

PLEASE ALLOW UP TO 30 DAYS TO RECEIVE AN APPROVAL FROM THE ACC COMMITTEE

ACTION OF THE COMMITTEE:

_____ RECOMMEND APPROVAL WITH CONDITIONS: _____

_____ REQUEST DENIED FOR THE FOLLOWING REASON: _____

DATE

CHAIRPERSON, ACC

REVISION DONE MAY, 2014 DON'T USE THIS FORM

Creekside Community Association, Inc.

FENCES & LANDSCAPING

ARCHITECTURAL APPLICATION ADDENDUM

NOTE: This form must be signed by the homeowner and returned along with the original architectural application BEFORE any work is started. Should work commence prior to obtaining appropriate authorization, the Developer shall not be responsible for any drainage issues or property damage.

Prior to submitting your request for a fence or landscaping, it would be wise for you to consider the soil conditions and drainage design for your home site. In most cases your home site drains to swales at the midpoint between you and your neighbor's home. The installation of a fence or landscaping in this area will reduce the ability of the swale to drain water from your home site and increase puddling and muddy soil conditions. It is wise to keep the fence off the ground and use pressure treated lumber on the posts.

Landscaping should never be placed in swales. This will not only create damage problems, but most landscaping will be negatively affected by the wet conditions in the swales. It is a good idea when planning landscaping to mound the bed up so the landscaping material is planted in ground that is at least a few inches higher than the sod. Even higher mounds may be necessary for materials that are water sensitive. Please check with the utility companies before planting anything in the front yard as there are various utility lines running in this area.

As a precaution, please remember that all fences must be installed with the posts on the **inside** of your home site. **Also**, ensure that the specifications for the fence are in accordance with all the provisions of paragraph 12.14, "Fences/Walls/Screens" of the Community Declaration.

I, _____, understand the above and will take proper precautions when installing my fence or landscaping. I also acknowledge receipt of the attached basic fence criteria for the Association.

Homeowner

Homeowner

Address

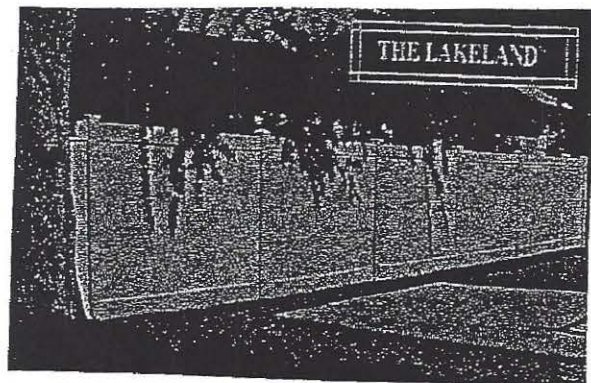
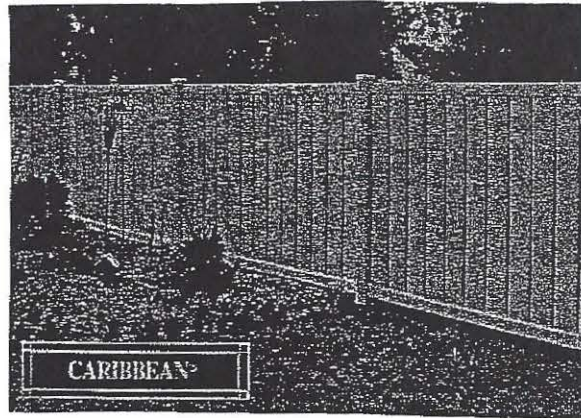
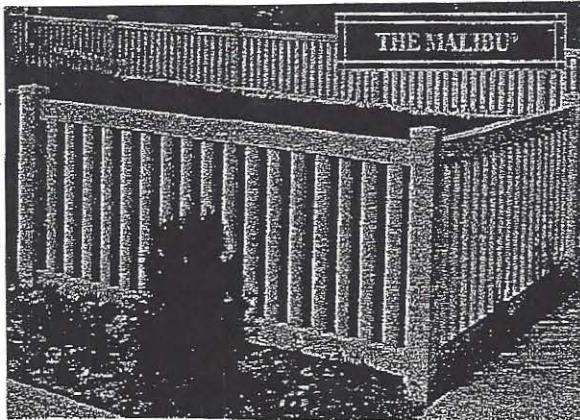
Date

CREEKSIDE COMMUNITY ASSOCIATION, INC.

APPROVED FENCE STYLES

No walls or fences shall be erected or installed without prior approval of the ACC. Fences may be constructed of Ultra Wood or other approved pressure treated wood featuring a minimum of a forty (40) year warranty. Solid white PVC fences will also be permitted. Wooden fence styles permitted are dog eared board on board or dog eared shadowbox. PVC styles are shown below. The Malibu style is approved for 4' in height. All other styles will be 6' in height.

All fences will be installed with the finished side facing the street or neighboring property. NO COLOR STAINS will be permitted. Fences will be installed no more than 6" inside the Owners property line unless there is an easement in which case the fence may be installed on the easement line but not inside of the easement. Irrigation systems must be reconfigured to provide complete coverage outside of the fenced area. Fences must be kept clean and in good repair.



REVISION DONE MAY, 2014 DON'T USE THIS FORM

CREEKSIDE COMMUNITY ASSOCIATION, INC.

SWIMMING POOLS

ARCHITECTURAL APPLICATION ADDENDUM

NOTE: This form MUST be signed by the homeowner and returned along with the original "Architectural Modification Request" form BEFORE any work is started. Should work commence prior to obtaining appropriate authorization, the Developer shall not be responsible for any drainage problems.

We strongly suggest you that you have your pool contractor review the site conditions and drainage plan for your home site and the surrounding area. The drainage information for your home site may be found on the final survey given to you at closing. The drainage plans for the subdivision are on file at the Building Department.

Prior to starting work the pool contractor should establish a grading plan for your home site that will insure adequate positive drainage from your pool deck to the designed swales. In addition, if your neighborhood was not flat prior to development, there may be severe elevation changes between home sites that require a raised pool deck or other protective measure to keep storm run off from entering your pool or pool deck. This run off could result in damage to the marcite finish of your pool. Therefore, it is essential that the pool contractor take unusually strong rain events into consideration when designing the pool, pool deck and final grading plan. Once the pool contractor begins work, the developer will no longer have any responsibility with regard to the drainage on your home site.

I, _____, understand the above and will work with my pool contractor.

Homeowner Signature

Homeowner Signature

Street Address

Date

Creekside Community Association

INSTALLATION of SATELLITE DISHES

Satellite dishes should be no more than one meter in diameter.

We request that all satellite dishes be placed in a non-conspicuous place. Preferred installation locations are as follows:

- On side wall of home
- On rear wall of home
- On the ground in rear yard and below the top of a fence height

We respectfully request that satellite dishes **NOT** be placed on top of roofs. Should you feel your roof is the **ONLY** location that will give you proper reception, please contract the property management company immediately and provide a copy of the proposal.

CREEKSIDE COMMUNITY ASSOCIATION, INC.

RULES AND REGULATIONS

USE OF RETENTION PONDS AND LAKES

Storm water retention ponds and lakes in the Community are NOT for recreational use and are a liability to the Association. The ponds and lakes are posted with signs indicating no trespassing, no swimming, no boating, and no fishing, as well as violators will be prosecuted. These activities are NOT permitted in the Community. This rule applies to both residents and non-residents of the Community. Non-residents will be issued trespassing notices from the Sheriff's Office. Residents who are violating these rules will incur legal fees if enforcement is required.

Due to an increasing problem within the Community, the Board has found it necessary to publish the above as a reminder to all residents that water activities are prohibited. At the current time the Community is under Lennar's control, and Lennar is deficit funding and providing the liability insurance for the Association.

When Lennar turns the Association over to the homeowners, and the new Board of Directors and homeowners desire to accept responsibility and liability for water activities, and they are able to obtain Southwest Florida Water Management District's approval, the new Board may change the rules and regulations and obtain the appropriate insurance coverage. Until such time as the Association is turned over, any type of water activity will be prohibited in the Community.

WE STRONGLY ENCOURAGE ALL HOMEOWNERS TO CONTACT THE SHERIFF'S OFFICE IF THEY WITNESS VIOLATIONS. THE SHERIFF'S OFFICE WILL RESPOND. THESE RULES AND REGULATIONS ARE BEING ENFORCED FOR THE SAFETY AND WELFARE OF ALL COMMUNITY RESIDENTS. THANK YOU FOR YOUR COOPERATION.

THE BOARD OF DIRECTORS

CREEKSIDE COMMUNITY ASSOCIATION

RULES AND REGULATIONS

RECREATIONAL EQUIPMENT AND OTHER PERSONAL ITEMS

PERMANENT BASKETBALL GOALS:

Permanent basketball goals will **NOT** be allowed within the Harrison Place Homeowners Association.

TEMPORARY BASKETBALL GOALS:

One regulation-size or smaller, professional MOBILE backboard may be placed on the property after the owner submits an Architectural Application and the request is approved by the Architectural Control Committee (ACC) in writing. **The temporary basketball goal MUST BE removed from public view when not in use.** All equipment must be maintained on a regular basis by the homeowner to preserve community standards.

All recreational equipment to include (but not be limited to) small children's basketball boards, large toys, and other miscellaneous personal items should be stored out of public view when not in use.

CREEKSIDE COMMUNITY ASSOCIATION, INC.

APPROVED SPECIFICATIONS FOR PLAY EQUIPMENT

- The overall height of playsets may not exceed twelve (12) feet in height. However, the height may be reduced by the Architectural Control Committee based on the lot size and impact on neighboring home sites. This will be determined by a site visit to the home site proposed for the playset installation.
- Play structures must be crafted in wood or recycled plastic. Aluminum or metal tubing is prohibited. A picture and dimensions of the playset must be submitted with the architectural application prior to approval.
- It is preferred that canopies be of earth-toned colors – tan, olive or brown.
- Applications for play structures must include a site plan clearly showing its intended placement. The structure's visual impact to neighboring home sites and/or the street must be buffered as much as possible with approved fencing or landscaping.
- Fence applications must be submitted in advance of installation of the fence and only current approved styles are permitted.
- If the play structure will be buffered by landscape the plant material must start at a height of thirty-six (36) inches from the ground and may not exceed seventy-two (72) inches of overall height at maturity. The landscape buffer must be maintained at a height of 72 inches at all times. The landscape buffer installation may not alter the drainage of the home site. The proposed plant material and location of landscape buffer must be submitted to the committee via application prior to installation.

Creekside Community Association, Inc.

Window Film Protection Specifications

Due to the association's responsibility to maintain a uniform appearance throughout the community, the Board of Directors of Harrison Place have created and adopted specifications for the protection of the windows for your home from damaging wind storms.

Owners may install **clear** window film on the glass windows and door of their homes based upon the following specifications:

- The film shall be **clear** with no color tint. The recommended type of film is 3M Scotchshield Ultra Safety & Security Window Film. The Architectural Control committee may approve other brands of clear window tint provided it meets the specifications of the brand noted above.
- The film shall be, at a minimum, 4-mil film that passes the 400 foot-pound impact level of ANSI Z97.1 Standard.

Information and specifications regarding the Ultra Safety & Security Window Film are attached for owner reference.

Approved by the Board of Directors
of Creekside Community Association, Inc.

Residential

3M Window Films make light a welcome addition to your home. Our films improve light by removing virtually all its destructive UV rays, reducing fading. 3M Window Films reduce up to 78% of the sun's heat that comes through the window, as well as reducing unwanted glare. 3M Safety and Security Window Films protect you and your family from destructive weather and crime.

Additional Information

Today's homes are designed to introduce sunlight from all angles. 3M Window Films protect the interior of your home, add privacy, improves comfort and safety. Our films block up to 99% of the ultraviolet rays that can fade drapes, furniture, artwork and even flooring. Think of our film as sunscreen for your furnishings. Fade protection is an important reason why interior designers often

[Full Text . . .](#)

Make a Selection



[3M™ Scotchshield™ Safety and Security Films](#)

3M Safety and Security Window Film helps hold your glass in place during destructive weather conditions, bomb blasts, explosions, or smash and grab burglaries. It helps maintain the integrity of a structure's outer shell to keep wind, rain and flying glass fragments from wreaking havoc inside the structure. Our films can also reject harmful UV rays, which cause fading and lower energy costs.



[3M™ Scotchtint™ Sun Control Films](#)

3M Window Films make light a welcome addition to your environment. Our films remove up to 99% of the sun's damaging UV rays, which cause fading and sun damage. Additional benefits include an elegant appearance, reduced glare and improved comfort, with up to 78% of the sun's heat that comes through the window being reflected away. By reducing heat, you save on your energy costs.

RENTAL APPLICATION

DATE: _____

OWNER'S INFORMATION

ADDRESS OF RENTAL PROPERTY: _____
NAME: _____
MAILING ADDRESS: _____
HOME PHONE #: _____ BUSINESS PHONE #: _____
FAX NUMBER: _____ EMAIL ADDRESS: _____
LENGTH OF RENTAL: _____ DATE OF RENTAL: _____

APPLICANT'S INFORMATION

NAME: _____
SSN: _____ DOB _____ DL # _____ State _____
PRESENT ADDRESS: _____ HOW LONG: _____
PREVIOUS ADDRESS: _____ HOW LONG: _____
HOME PHONE: _____ BUSINESS PHONE #: _____ EMAIL: _____
NAME OF SPOUSE IF ANY: _____

LIST ALL THE PERSONS WHO WILL OCCUPY YOUR HOME:

<u>NAME</u>	<u>AGE</u>	<u>RELATIONSHIP</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

EMPLOYMENT INFORMATION

EMPLOYER _____
EMPLOYER'S ADDRESS _____
SUPERVISOR _____ BUSINESS PHONE #: _____
HOW LONG ON PRESENT JOB _____

SPOUSE EMPLOYMENT INFORMATION

EMPLOYER _____
EMPLOYER'S ADDRESS _____
SUPERVISOR _____ BUSINESS PHONE #: _____
HOW LONG ON PRESENT JOB _____

REFERENCE

CREEKSIDE RENTER'S REFERENCE (Include name, address and phone numbers)

PERSONAL REFERENCES

DO YOU INTEND TO OPERATE A BUSINESS FROM HOME? _____ IF SO, WHAT KIND? _____

DO YOU OWN A COMMERCIAL VEHICLE? _____ DESCRIBE _____

DO YOU OWN A RECREATIONAL VEHICLE? _____ DESCRIBE _____

REVISION DONE MAY, 2014
DON'T USE THIS FORM - HOWEVER, RULES STILL
IN EFFECT

Page 2
Creekside Community Association, Inc.
Rental Application

- All units are singly-family residences.
- RV's, commercial vehicles, boats, etc... are NOT allowed on the premises.
- Creekside Community Association is Deed Restricted Community.
- All lease Agreements shall be in writing.
- All Lease Agreements, together with an application signed by both the Owner and Tenant, in a form approved by the Association, shall be submitted to Association at least seven (7) days prior to commencement of the lease term.
- The Owner shall pay the lease application fee of \$50.00 as prescribed by the Association. Lease application fees may be increased from time to time.
- The Owner shall conduct a background check on each prospective tenant at such Owner's cost and expense and at the request of Association shall provide such background check to Association.
- No Lease Agreement may be for a term of less than one (1) year.
- No unit may be leased more than two (2) times in any calendar year unless otherwise approved by Association in the case of hardship.
- The Tenant, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration together with all Rules and Regulations and all policies adopted by the Association.
- Each Lease Agreement shall contain a uniform attachment designating the Association's duly authorized officers as the Owner's attorney-in-fact for the purpose of and with the authority to terminate any such Lease Agreement in the event of violations by the tenant of any covenant; provided, however, the Association first shall give the Owner notice of such violations and opportunity to terminate such Lease Agreement within ten (10) days of such notice by Association.
- All Lease Agreements shall require the unit to be used solely as a private single family residence.
- Each Lease Agreement shall contain a **Uniformed Lease Exhibit** incorporating provisions that require the tenant(s) to abide by the Declaration and Bylaws, Rules and Regulations of the Association which governs the Unit. The Uniform Lease Exhibit shall contain other provisions deemed necessary by the Board of Directors from time to time. Failure to incorporate such Uniform Lease Exhibit into the terms of any lease shall cause such lease to be void.
- No more than four (4) persons shall be permitted in a two bedroom home, six (6) persons in a three bedroom home, and eight (8) persons in a four bedroom home.
- Each Owner shall collect from their respective tenant and remit to the Association a security deposit in the amount of \$200.00 to cover expenses related to the maintenance and repairs of the home and/or damage caused to the common areas by the tenant, member of the tenant's family, or the tenant's guests and invitees.

I understand that as a Lessee, I have received and read a copy of the Rules and Regulations, Covenants, Conditions and Restriction of the Association and agree to be bound by these Association Documents.

An application fee of \$50.00 shall be submitted with the application prior to approval.

Unit Owner's (LESSOR) Signature Date: _____

Rental Applicant's (LESSEE) Signature Date: _____

Rental Application & \$50.00 fee received? Date: _____

Lease Agreement & UNIFORM LEASE EXHIBIT Attached? Yes _____ No _____

Rental Application Approved? Yes _____ No _____

Signature of Authorized Agent Approving Application Date: _____

Affidavit of Approval Mailed to Applicant on _____ by Management Company _____
(Initials)

CREEKSIDE COMMUNITY ASSOCIATION, INC.

UNIFORM LEASE EXHIBIT

This ADDENDUM (the "Addendum") to that certain Lease dated _____, 20__ (the "Agreement") by and between _____ ("Lessor") and _____ ("Lessee") is made and entered into by the Lessor and Lessee as of this _____ day of _____, 20__.

WITNESSETH:

WHEREAS, the parties have heretofore executed the Lease; and

WHEREAS, the parties desire to add to the provisions of the Lease as hereinafter set forth;

NOW, THEREFORE, in consideration of the sum of ten dollars (\$10.00) the mutual covenants herein exchanged, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby recite and agree as follows:

1. Recitals. The statements contained in the recitals of fact set forth above are true and correct, and are, by this reference, made a part of this Addendum.

2. Compliance with Community Documents. Lessee hereby acknowledges that the leased premises are subject to restrictive covenants enforced by Creekside Community Association, Inc. (the "Association"). Lessee hereby agrees to comply with and abide by all of the provisions of the Declaration of Covenants, Conditions & Restrictions of Creekside Community Association, Inc. (together with any and all amendments thereto collectively referred to as the "Declaration"), the Bylaws of the Association (the "Bylaws"), and the Rules and Regulations (collectively hereinafter referred to as the "Community Documents") provided, further, the Lessee acknowledges that the Community Documents are applicable and enforceable against any person occupying a leased premises to the same extent as against an Owner, and a covenant shall exist upon the part of each such tenant or occupant to abide by the Rules and Regulations of the Association, the terms and provisions of the Declaration and the Bylaws.

3. Association as Lessor's Attorney-in-Fact. In order to facilitate the Association's duty to maintain a community of congenial residents and occupants of the Units and to protect the value of the Units and further continuous harmonious development of the community, the Lessor constitutes and appoints the Association as its true and lawful attorney-in-fact with the full power of substitution to: (1) evict Lessee for any violation of the Community Documents; provided, however, Lessee shall be entitled to cure any violation by the means provided in the Community Documents; (2) to employ such attorneys, agents, or professionals as shall be required for such purposes; (3) to collect, settle or compromise all outstanding payments due from Lessee in connection with the leased premises; (4) to prosecute and defend all actions or proceedings in connection with the leased premises and the eviction of the Lessee; and (5) to do every act with Lessor might do in its own behalf to fulfill its obligations under the Community Documents. Lessor and Lessee hereby agree and acknowledge that this power of attorney, which shall be deemed a power coupled with an interest, cannot be revoked.

4. Injunctive Relief. Lessee and Lessor agree that money damages would not be sufficient remedy for any breach of the Lease or violation of the Community Document and that, in addition to all other remedies, the Association shall be entitled to injunctive or other equitable relief as a remedy for any such violation of the Community Documents. The Lessor agrees to assign to the Association any and all of its rights which the Association may deem necessary to obtain such injunctive relief upon written demand by the Association, and the Lessee hereby agrees to consent to such assignment. Lessor hereby agrees that in the event that it shall become necessary for the Association to cause the Lessee to be removed from the leased premises by initiating an action for injunctive relief against the Lessor, the Lessor shall be responsible for all costs, charges and expenses of the Association in connection with such action, which shall be added to and become part of the assessment (as that term is defined in the Declaration) against that Lessor's home secured by a lien upon the property against which such assessment is made in accordance with Articles 12.24 and 17.15 of the Declaration.

IN WITNESS WHEREOF, the parties have executed this Lease on the day and year first above written.

Witness:

"Lessor"

Printed Name: _____

Witness
Print Name: _____

Witness
Print Name: _____

"Lessee"

Print Name: _____

Witness
Print Name: _____

Witness
Print Name: _____