**CAUSE/FINDINGS – GARBAGE CAN**

12. USE AND RESTRICTIONS SECTION 12.17 GARBAGE CANS. Trash collection and disposal procedures established by association shall be observed. It is possible association may provide for garbage pick-up, the cost of which shall be operating costs. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any home so as to be visible from outside the home or lot. Each owner shall be responsible for properly depositing his or her garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate collection agencies in accordance with the requirements of any such agency. All such trash receptacles shall be maintained in a sanitary condition and shall be shielded from the view of adjacent properties and streets. Garbage cans and trash containers shall not be placed outside of the home for pick-up earlier then 7:00 pm on the day preceding the pick-up.

**CAUSE/FINDINGS – TREE/SHRUBS TRIMMED**

ARTICLE 11. Maintenance by owners. All lawns, landscaping and sprinkler systems and any property, structures, improvements, and appurtenances not maintained by association shall be well maintained and kept in first class, good safe, clean, neat and attractive condition consistent with the general appearance of CREEKSIDE by the owner of each home. Each owner is specifically responsible for maintaining all grass, landscaping, and improvements within any portion of a home that is fenced.

11.1.1 Trees are to be pruned as needed. NO DEAD BRANCHES, DEAD PALM FRONDS, PLANTS OR TREES.

11.1.2 Shrubs. All shrubs are to be trimmed as needed.

**CAUSE/FINDINGS – MOW PRIMETER**

ARTICLE 11. Maintenance by owners. All lawns, landscaping and sprinkler systems and any property, structures, improvements and appurtenances not maintained by association shall be well maintained and kept in first class, good safe, clean, neat and attractive condition consistent with the general appearance of CREEKSIDE by the owner of each home. Each owner is specifically responsible for maintaining all grass, landscaping, and improvements within any portion of a home that is fenced.

11.1 LAWN MAINTENANCE STANDARDS. The following maintenance standards (the “Lawn maintenance standards”) apply to landscaping maintained by owners.

**CAUSE/FINDINGS – WEEDING PRIMETER**

ARTICLE 11. Maintenance by owners. All lawns, landscaping and sprinkler systems and any property, structures, improvements and appurtenances not maintained by association shall be well maintained and kept in first class, good safe, clean, neat and attractive condition consistent with the general appearance of CREEKSIDE by the owner of each home. Each owner is specifically responsible for maintaining all grass, landscaping, and improvements within any portion of a home that is fenced.

11.1.8 Weeding. All beds are to be weeded upon every cutting. Weeds growing in joints in curbs. Driveways, and expansion joints shall be removed a needed. Chemical treatment is permitted.

**CAUSE/FINDINGS – SPORTS EQUIPMENT**

12. Use Restrictions. The following Use Restrictions shall apply to all Homes within CREEKSIDE. Each Owner must comply with the following:

12.36 Sports Equipment No recreational, playground or sports equipment shall be installed or placed within or about any portion of CREEKSIDE without prior written consent of the ACC. No basketball backboards, skateboard ramps, or play structures will be permitted without written approval by the ACC. Such approved equipment shall be located at the rear of the Home or on the inside portion of corner Homes within the setback lines. Tree houses or platforms of a similar nature shall not be constructed on any part of a Home Rule and Regulations governing basketball hoops may be adopted by the Association from time to time. size parking stalls may be parked in CREEKSIDE. **RESOLUTION ADOPTED BY BOARD** Hoops may be stored along side of the house as long as it is laying down.

**CAUSE/FINDINGS – VEHICLES ON GRASS**

12.4.1 Parking. Owners’ automobiles shall be parked in the garage, driveway, or parking lot, as appropriate and shall not block the sidewalk. No vehicles of any nature shall be parked on any portion of CREEKSIDE or a Lot except on the surfaced parking area thereof. To the extent CREEKSIDE has any guest parking, Owners are prohibited from parking in such guest parking spaces. No vehicles used in business for the purpose of transporting goods, equipment, and the like, shall be parked in CREEKSIDE except for the period of a delivery. Recreational vehicle, personal street vans, personal trucks of three-quarter (3/4) top capacity or small, and person vehicles that can be appropriately parked within standard size parking stalls may be parked in CREEKSIDE

**CAUSE/FINDINGS – UN-AUTHORIZED VEHICLES**

12.4.3 Prohibited Vehicles. No commercial vehicle, limousines, recreational vehicle, boat, trailer including, but not limited to, boat trailers, house trailers, and trailers of every other type, kind or description, or camper, may be kept within CREEKSIDE except in the garage of a Home. Notwithstanding the foregoing, a boat and/or boat trailer may be kept within the fenced yard of a Home so long as the boat and/or boat trailer, when located within a fenced yard, are fully screened from view by such fence. The term commercial vehicle shall not be deemed to include law enforcement vehicles or recreational or utility vehicles *(i.e.,* Broncos, Blazers, Explorers, Navigators, etc.) or clean "non-working" vehicles such as pick-up trucks, vans, or cars if they are used by the Owner on a daily basis for normal transportation. Notwithstanding any other provision in this Declaration to the contrary, the foregoing provisions shall not apply to construction vehicles in connection with the construction, improvement, installation, or repair by Developer or Builder of Homes, Common Areas, or any other CREEKSIDE facility. No vehicles displaying commercial advertising shall be parked within the public view. No vehicles bearing a "for sale" sign shall be parked within the public view anywhere on CREEKSIDE. For any Owner

who drives an automobile issued by the County or other governmental entity (i.e .. police cars), such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Home. No vehicle shall be used as a domicile or residence either temporarily or permanently.

**CAUSE/FINDINGS *–* MAINTAINING DRIVEWAYS, ROOFS AND EXTERIOR SURFACES**

12.32 Roofs, Driveways and Pressure Treatment.

Roofs and/or exterior surfaces and/or pavement, Including, but not limited to, walks and driveways shall be pressure cleaned within thirty (30) days of notice.

CRITERIA:

Driveways & Property’s walkway to their home must be clear of dirt, mold and stains.  If a driveway has more than one permanent stain and that one stain is larger than 12 inches by 12 inches and can be viewed from the street, the owner will be required to remove stain, paint or re-surface the driveway.  RESIDENT MUST GET ACC APPROVAL BEFORE RE-SURFACING OR PAINTING [approved colors must be used]. Application is found on the Creekside website, [WWW.creekside-muslberry.com](http://WWW.creekside-muslberry.com)  You can also email [contact@creekside-mulberry.com](mailto:contact@creekside-mulberry.com) to request your ACC application.

**CAUSE/FINDINGS *–* EXTERIOR CHANGES TO ANY PART OF THE PROPERTY**

19.7 Power and Duties of the ACC. No improvements shat! be constructed on a Parcel, no exterior of a Home shall be repainted, no landscaping, sign, or improvements erected, removed, planted, or maintained on a Parcel, nor shall any material addition to or any change, replacement, or alteration of the improvements as originally constructed by Developer (visible from the exterior of the Home) be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, and the location of same shall have been submitted to and approved in writing by the ACC.

**CAUSE/FINDINGS – LEASE/DEPOSIT**

On behalf of Creekside Community Association of Polk County, Inc., you are now notified that a hearing has been scheduled Tuesday, September 19, 2017 at 7 pm, regarding the Warning Letter sent July 15, 2017. As of September 1, 2017, the property still is not in compliance with the Creekside Homeowners Association, Inc., Covenants, Conditions and Restrictions (CC&R’s).

You must provide the information requested in the July 15, 2017 letter. Please note that your current tenants lease, criminal background check on all tenants, $200 deposit and $50 application fee are required.

You are not within compliance of the Creekside Homeowners Association Covenants, Conditions and Restriction (CC&R’s).

**Declaration 12.24.4 Security Deposit.**

Each Owner shall collect from their respective tenant and remit to the Association a security deposit in the amount of Two Hundred and no/100 Dollars ($200.00), or such other amount as determined by the Board from time to time, to cover expenses related to the maintenance and repairs of the Home and/or damage caused to the Common Areas by the tenant, members of the tenant's family, or the tenant’s guests and invitees.

**Declaration 12.24.1 through 12.24.1.7**

Lease Requirements. All leases or occupancy agreements of Homes (collectively, "Lease Agreements") are subject to the following provisions:

All Lease Agreements shall be in writing. A copy of all lease Agreements shall be provided to Association.

All Lease Agreements, together with an application signed by both the Owner and tenant, in a form approved by Association, shall be submitted to Association at least ten (10) business days prior to commencement of the lease term.

The Owner shall pay the lease application fee prescribed by Association. The initial lease application fee shall be Fifty and no/100 Dollars ($50.00) and may be increased from time to time.

The Owner shall conduct a national 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 Home 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 Association.

**CAUSE/FINDINGS *–* GAMES, PLAY STRUCTURES & RECREATIONAL EQUIPMENT**

