



Pegasus Property Management  
8840 Terrene Ct #102  
Bonita Springs, FL 34135  
Ph: 239-454-8568  
Fax: 239 454-5191  
Patricia@pegasuscam.com

### LEASE APPLICATION

#### Creekside Preserve Condominium Association

Please submit application at least 15 days prior to lease date.

Leases must be a minimum of 30 days. No unit may be rented more than 4 times per year.

Homeowners are prohibited from leasing for a period of one (1) year from the date of purchase.

#### ATTACH THE FOLLOWING:

- **Copy of Lease Contract**
- **\$100 non-refundable Application Fee made payable to Pegasus Property Management**
- **\$50 non-refundable Background Check Fee made payable to Pegasus Property Management for each applicant and all residents over the age of 18**
- **Additional fees as applicable for Pet and Vehicle registrations**

I (We) hereby apply for approval to lease:

Rental Unit Address: \_\_\_\_\_

Lease Term Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Realtor: \_\_\_\_\_ Phone: \_\_\_\_\_

#### PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION:

1. Full name of Applicant: \_\_\_\_\_ D.O.B. \_\_\_\_\_

• Social Security #: \_\_\_\_\_ Driver License #: \_\_\_\_\_

• Email Address: \_\_\_\_\_

• Telephone: Home: \_\_\_\_\_ Mobile: \_\_\_\_\_ Work: \_\_\_\_\_

• Current Home Address: \_\_\_\_\_

• Applicant Employer: \_\_\_\_\_

• Employer Address: \_\_\_\_\_

2. Full name of Co-Applicant: \_\_\_\_\_ D.O.B. \_\_\_\_\_

- Social Security #: \_\_\_\_\_ Driver License #: \_\_\_\_\_
- Email Address: \_\_\_\_\_
- Telephone: Home: \_\_\_\_\_ Mobile: \_\_\_\_\_ Work: \_\_\_\_\_
- Current Home Address: \_\_\_\_\_
- Co-Applicant Employer: \_\_\_\_\_
- Employer Address: \_\_\_\_\_

3. Please state the name, relationship and age of all other persons who will be occupying the unit regularly.

	Name	Relationship	Age
a.	_____	_____	_____
b.	_____	_____	_____
c.	_____	_____	_____
d.	_____	_____	_____

4. Complete and attach "Form – Vehicle Registration" for all vehicles that will be parked at the address

**Note: All resident vehicles are to be registered with the association. There is no overnight street parking – all cars must be parked in the specific unit's driveway. Guest parking locations are for guests only – residents cannot use these for overnight parking.**

Initial \_\_\_\_ / \_\_\_\_

5. Person to be notified in case of emergency: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

6. Reference 1: \_\_\_\_\_ Phone: \_\_\_\_\_

Reference 2: \_\_\_\_\_ Phone: \_\_\_\_\_

7. Name of Current Unit Owner: \_\_\_\_\_ Phone: \_\_\_\_\_

8. Rules related to ownership and keeping of animals within units at Creekside Preserve can be found in the Creekside Preserve Condominium Association Documents and Rules and Regulations. **Complete and Attach the required "Form – Animal Addendum".**

9. I/We are aware of and agree to abide by the Condominium Association Documents and Rules & Regulations. I/We acknowledge receipt of a copy of the Association rules. (*Property owner should provide tenant with the Condominium Association Documents*). Property Management does not provide Association Documents. These can be accessed at [www.creeksidecondo.org](http://www.creeksidecondo.org) by the Unit Owner.

Initial \_\_\_\_ / \_\_\_\_

10. I/we understand and agree that the Association, in the event it approves a lease, is authorized to act as the owner's agent, with full power and authority to take whatever action may be required, including eviction, to prevent violations by lessees and/or their guests, in accordance with the Documents and the Rules and Regulations of the Association.

Initial \_\_\_\_ / \_\_\_\_

11. I/we understand that pursuant to Florida Statute 718.166(11), "if the unit is occupied by a tenant and the unit owner is delinquent in paying any monetary obligation due to the association, the association may make a written demand that the tenant pay the future monetary obligations related to the condominium unit to the association, and the tenant must make such payment. The demand is continuing in nature and, upon demand the tenant must pay the monetary obligations to the association until the association releases the tenant or the tenant discontinues tenancy in the unit. The association must mail written notice to the unit owner of the association's demand that the tenant makes payments to the association. The association shall, upon request, provide the tenant with written receipts for payments made. A tenant who acts in good faith in response to a written demand from an association is immune from any claim from the unit owner."

Initial \_\_\_\_ / \_\_\_\_

Should a Creekside Preserve Condominium Association homeowner become delinquent in his/her association dues while his/her unit is leased, a receivership shall be appointed and will contact the tenant(s) for collection of rent that will then be applied to the monetary obligations related to the unit.

AUTHORIZATION: I/We hereby authorize Pegasus Property Management and/or Creekside Preserve Condominium Association to verify all information contained in the application and to conduct a full background, including but not limited to employment, income, eviction and criminal and to authorize that they may contact any persons or companies listed in the application.

_____ <b>Applicant</b>	_____ <b>Date</b>
_____ <b>Co-Applciant</b>	_____ <b>Date</b>
<input type="checkbox"/> <b>Applicant(s) Approved</b>	<input type="checkbox"/> <b>Applicant(s) Disapproved</b>
_____ <b>Board Member / Property Manager</b>	_____ <b>Date</b>



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**Creekside Preserve Condominium Association  
Animal Addendum**

***The Board of Directors of Creekside Preserve Condominium Association requires that Applicants/Owners/Renters inform the Board of the Species, Breed and Weight of all Animals kept in a unit.***

**ANIMALS:**

1. Not more than two (2) domestic animals (limited to either dogs, cats or other common household pets) may be kept in a Unit, provided said animals:
  - a. Do not weigh more than sixty pounds (60 lbs.) each.
  - b. Are not kept, bred or maintained for any commercial purpose.
  - c. Are not a nuisance or annoyance to neighbors.
  - d. Are not left unattended on lanai or outside the Units.
  - e. Are registered with the Association on the form provided by the Association.
  - f. Comply with the restrictions set forth in the Master Declaration.
2. Owners of each Unit may also keep fish and/or two (2) domestic household type birds inside the Unit. Owners cannot keep reptiles, rodents, amphibians, exotic birds, poultry, or livestock in the Unit.
3. Unit Owners must pick up all solid wastes of their animals and dispose of such waste appropriately. Outside waste containers are not permitted.
4. Animals should not be allowed to urinate or defecate on the entry sidewalks. If this occurs, the animal owner must clean the area.
5. All animals, including cats, must always be leashed when outside the Unit. Animals may not be left unattended or tied up outside the Unit or on the lanai.
6. Animal food should never be left outside a unit as it will attract bugs and other wildlife.
7. Consistently barking dogs will not be tolerated.
8. Any Unit Owner maintaining an animal within a Unit shall carry necessary liability insurance coverage for such animal, naming the Association as an additional insured.
9. Pets are never permitted in the Clubhouse, Covered Pavilion or Pool Area.
10. Assistance Animals - Assistance Animals as defined by the Fair Housing Act must be registered with the Management Company in accordance with the Creekside FHA Policy and must comply with these rules and regulations.
11. In conjunction with animal registration (as noted in 1.e), a Creekside Preserve collar tag must be worn by all dogs. Unit owners and Renters must purchase, through the Management Company, a separate tag for each dog that resides in their unit.
12. The Board may adopt further rules and regulations pertaining to keeping animals in the community, including the ability to designate certain areas for walking animals to control the deposit of animal waste.
13. Refer to DECLARATION OF CONDOMINIUM OF CREEKSIDE PRESERVE, A CONDOMINIUM Section 17.2 for further details regarding animals, liability and compliance.

Initial \_\_\_\_ / \_\_\_\_

**Creekside Preserve Condominium Association  
Animal Registration**

To: Board of Directors and/or Management Company

From: Owner(s)/Resident(s) Name: \_\_\_\_\_ Own / Rent (circle)

Property Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Animal Information:**

**Animal 1**

Species: DOG [ ] CAT [ ] Other [ ] \_\_\_\_\_

Name: \_\_\_\_\_ Type/Breed: \_\_\_\_\_ Color: \_\_\_\_\_ Age (Approx.): \_\_\_\_\_

Lee County License Number: \_\_\_\_\_ Rabies Vaccination Expiration: \_\_\_\_\_ Weight: \_\_\_\_\_

***All cats and dogs, four months of age or older, that live in Lee County for at least 30 days per year must be vaccinated against rabies and licensed by Lee County. <https://www.leegov.com/animalservices/ordinance>***

**Animal**

Species: DOG [ ] CAT [ ] Other [ ] \_\_\_\_\_

Name: \_\_\_\_\_ Type/Breed: \_\_\_\_\_ Color: \_\_\_\_\_ Age (Approx.): \_\_\_\_\_

Lee County License Number: \_\_\_\_\_ Rabies Vaccination Expiration: \_\_\_\_\_ Weight: \_\_\_\_\_

***To complete registration, you must attach proof of animal liability. This is a requirement stated in "Declaration of Condominium of Creekside Preserve, A Condominium".***

**Include \$5 for each Dog being registered. Make check payable to Creekside Preserve Condominium Assn.**

Signature of Owner(s) \_\_\_\_\_, \_\_\_\_\_ Date: \_\_\_\_\_

**For Board of Directors and/or Management Company Use Only:**

Date Registration Received: \_\_\_\_\_ Status: Complete \_\_\_ Tag Assigned \_\_\_ Pending \_\_\_ Denied \_\_\_

Animal 1 Tag# \_\_\_\_\_ Animal 2 Tag# \_\_\_\_\_

Explanation (if Pending or Denied): \_\_\_\_\_

Member(s) of the Board of Directors and/or Management Company

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

**It is recommended that all animals be added to the Pet Directory at [www.creeksidecondo.org](http://www.creeksidecondo.org).**



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**Creekside Preserve Condominium Association  
Owner/Resident Vehicle Registration**

Resident Name: \_\_\_\_\_

Property Address: \_\_\_\_\_

\_\_\_\_\_  
(Include Unit Number)

Phone: \_\_\_\_\_

Owner [ ] Renter [ ] If Renting – Lease Expires On: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Vehicle Information**

1) Year \_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ Color \_\_\_\_\_ License \_\_\_\_\_ State \_\_\_\_\_

2) Year \_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ Color \_\_\_\_\_ License \_\_\_\_\_ State \_\_\_\_\_

3) Year \_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ Color \_\_\_\_\_ License \_\_\_\_\_ State \_\_\_\_\_

Registration can be completed by mail or in person at the Pegasus office location identified below. Cost is \$5 per vehicle. Decals are not interchangeable between vehicles. If there are more than 3 vehicles to register, please contact Pegasus Property Management for instruction.

- ***If registering in person, please bring your vehicle State Registration(s) for verification.***
- ***If mailing, please include a photocopy of the vehicle State Registration(s) and \$5 per vehicle you are registering. Mail, with check payable to Creekside Preserve Condominium Assn.***

Decals will be sent to the property address listed above. Upon receipt, the decal should be affixed to the vehicle on the driver's side rear window.

**Office Use Only:**

Date: \_\_\_\_\_ Vehicle Decal #'s issued: 1) \_\_\_\_ 2) \_\_\_\_ 3) \_\_\_\_ Guest Tag#: \_\_\_\_

## Creekside Preserve Condominium Association Inc.

### Policy: Leasing of a Unit(s)

#### Policy Explanation:

The Creekside Preserve Condominium Association (the "Association"), has the duty to enforce owners and tenants' compliance with the Declaration of Condominium of Creekside Preserve, a Condominium - section 18.2 Leases. A Unit owner may only lease his/her entire Unit and then only in accordance with this section after receiving approval from the Association.

This Policy is an overview of the Declarations, Articles of Incorporation, By Laws, Rules and Regulations and other applicable provisions governing the Leasing of a Unit that are covered in the above documents.

#### Reference:

Florida Condominium Act: Florida Statutes Chapter 718.110(13)

Amendments to the Declaration of Condominium of Creekside Preserve, a Condominium - 18.2 Leases

#### Lease Requirements:

The Association and Management Company have adopted standards that must be followed on the leasing of a Unit before a Lease can be approved. It must also be noted that any purchaser of a Unit after May 4, 2022 is prohibited from leasing his or her Unit for a period of one (1) year from the date of purchase. No Portion of a Residential Unit (other than an entire Unit) may be leased. A Unit Owner may only lease their entire Unit, and then only in accordance with the following after receiving approval from the Association. Subletting is prohibited - Tenants are not permitted to sublet.

No Lease of a Unit shall be for a period less than thirty (30) days and no Unit may be leased in excess of four (4) in a calendar year except for renewals.

No owner or agent shall execute a lease with any proposed tenant or occupant or allow him/her to occupy a unit without prior written approval from the Association.

The Association has the right to review all leases and lessees prior to the execution of any lease and charge a reasonable administration fee for the same and require that each lease contain certain uniform provisions, including provisions reflecting the foregoing terms and conditions.

#### Procedures:

Notice by a Unit Owner: An owner intending to lease their Unit shall give the Management Company an executed Creekside Preserve Lease Packet at least thirty (30) days prior to the proposed transaction. The Lease Packet is available through the Management Company or the logon page of [www.creeksidecondo.org](http://www.creeksidecondo.org). The Board may require a personal interview with the proposed lessees and his or her spouse, if any, as a conditional approval.

Approval: After the required notice and all information or interviews requested, the Board shall approve or disapprove the proposed lease within twenty (20) days. If the Board neither approves or disapproves

within the time stated above, such failure to act will be deemed the equivalent of approval, and on demand the board shall issue a written letter of approval to the lessee.

Disapproval: A proposed lease shall be disapproved only if a majority of the Board so votes, and in such case the Unit Owner shall be notified in writing and the lease shall not be made. Appropriate grounds for disapproval shall include, but not be limited to, the following:

1. The Unit Owner is delinquent in the payment of assessments at the time the application is considered.
2. The Unit Owner has a history of leasing his Unit to troublesome lessees and/or refusing to control or accept responsibility for his occupancy of his Unit.
3. The real estate company or rental agent handling the leasing transaction on behalf of the Unit Owner has a history of screening lessee applicants inadequately or recommending undesirable lessees.
4. The application on its face indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the Condominium.
5. The prospective lessee or any proposed occupants have been convicted of a felony involving violence to persons, property or pets, or a felony demonstrating dishonesty or moral turpitude, including the use, possession or distribution of a controlled substance.
6. The prospective lessee or any proposed occupants have a history of conduct which evidences disregard for the rights and property of others.
7. The prospective lessee or any proposed occupants evidences a strong probability of financial irresponsibility.
8. The lessee or any occupants, during previous occupancy, have evidenced an attitude of disregard for the Association rules; or
9. The prospective lessee or any proposed occupants give false or incomplete information to the Board as part of the application procedure, or the required transfer fees and/or security deposits is not paid.
10. The Owner fails to give proper notice, pursuant to the requirements set forth above, of his intention to lease his Unit to the board of Directors.

Failure to Give Notice or Obtain Approval: If proper notice is not given, the Board at its election may approve or disapprove the lease. Any lease entered into without approval may, at the option of the Board, be treated as a nullity, and the Board shall have the power to evict the lessee with five (5) days' notice, without securing consent to such eviction from the Unit Owner.

Fees for Processing Applications for Approval to Lease: The Board's approval is required to allow the lease of a Unit, the Association may charge the Owner a preset fee for processing the approval, such fee not to exceed the maximum amount allowed by law. No fee may be charged for approval of a renewal or extension of a lease with the same lessee.

*If you have any questions concerning Creekside Preserve's Leasing Policy, please contact the Management Company.*



SCHEDULE "RR"

Rules and Regulations

Creekside Preserve Condominium Association

Amended & Approved 2022.06.08

Rev 4.1

Reviewed/Approved by

Roetzel & Andress, A Legal Professional Association

2019.07.16

**SCHEDULE "RR"**  
**TO**  
**BY-LAWS**

**RULES AND REGULATIONS FOR CREEKSIDE PRESERVE  
CONDOMINIUM ASSOCIATION  
2022/06/08**

*(ALL REFERENCES HEREIN TO CAPITALIZED TERMS WHICH ARE NOT DEFINED IN THESE RULES AND REGULATIONS SHALL HAVE THE MEANINGS ASCRIBED THERETO IN THE DECLARATION OF CONDOMINIUM FOR CREEKSIDE PRESERVE, A CONDOMINIUM ("DECLARATION"), THE ARTICLES OF INCORPORATION AND BY-LAWS FOR CREEKSIDE PRESERVE CONDOMINIUM ASSOCIATION, INC.)*

- 1. OCCUPANCY:** Units shall be used only as residences and for no other purpose. Each owner, tenant and occupant of a Unit should carefully review the Declaration for additional occupancy and use restrictions.
- 2. USE:**
  - a. No improper, offensive, or unlawful use shall be made of any Unit, the Condominium Property, or of the Common Elements or any part thereof. All laws, zoning ordinances and regulations of all governmental authorities having jurisdiction thereof shall be observed.
  - b. No Unit Owner shall permit or suffer anything to be done or kept in his/her Unit which will increase the rate of insurance on the Condominium Property, or which will obstruct or interfere with the rights of other Unit Owners or annoy them by unreasonable noises, smells or otherwise, nor shall any Unit Owner commit or permit any nuisance, immoral or illegal act in or about Condominium Property.
  - c. In order to preserve the residential character of the Condominium, no business, trade or profession of any type whatsoever shall be conducted from within any Unit in the Condominium) without prior written consent of the Association; however, an Owner , may use a room within a Unit as an office for conducting personal business if such business does not require contact with customers or clientele at the Unit or be of such pervasive nature as to dominate the residential character of the occupancy of the Unit. The Association shall possess additional authority to promulgate rules and regulations governing the manner, method and to what degree additional uses other than noted in this document may be permitted, and further, the Association shall have the power to revoke the granting of such additional permitted uses, when in the Association's sole discretion, the use in question has become excessive and/or violates character of the Condominium.
  - d. The use of all Common Elements shall, at all times, be governed by these Rules and Regulations, as they may be amended from time to time by the Association, and by such other rules and regulations as may be posted, from time to time, in and about such Common Elements by the Association.
  - e. Common Elements and Limited Common Elements shall only be used for the purposes intended and shall not be used for hanging of garments or other objects or for cleaning of rugs or other items. Common Elements and Limited Common Elements shall not be obstructed, littered, defaced, or misused in any Manner.
  - f. Leasing of a Unit must comply with the Amended & Restated Declaration of Covenants, Conditions & Restriction of Creekside Preserve, as well as the Declaration of Condominium

of Creekside Preserve. The Owner of the proposed leased Unit must be in Good Standing with the Association and if not, the lease will be denied by the Board. Owners are prohibited from leasing his/her Unit for a period of one (1) year from the date of purchase. Reference the document "Policy – Leasing" for details on the leasing of a Unit.

**3. PETS:**

- a) Not more than two (2) domestic pets (limited to either dogs, cats, or other common household pets) may be kept in a Unit, provided said pets:
  - i. Do not weigh more than sixty pounds (60 lbs.) each.
  - ii. Are not kept, bred, or maintained for any commercial purpose.
  - iii. Are not a nuisance or annoyance to neighbors.
  - iv. Are not left unattended on lanai or outside the Units.
  - v. Are registered with the Association on the form provided by the Association.
  - vi. Comply with the restrictions set forth in the Master Declaration.
- b) Owners of each Unit may also keep fish and/or two (2) domestic household type birds inside the Unit. Owners cannot keep reptiles, rodents, amphibians, exotic birds, poultry, or livestock as pets in the Unit.
- c) Unit Owners must pick up all solid wastes of their pets and dispose of such waste appropriately. Outside waste containers are not permitted.
- d) Pets should not be allowed to urinate or defecate on the entry sidewalks. If this occurs, the pet owner must clean the area.
- e) All pets, including cats, must always be leashed when outside the Unit. Pets may not be left unattended or tied up outside the Unit or on the lanai.
- f) Pet food should never be left outside a unit as it will attract bugs and other wildlife.
- g) Consistently barking dogs will not be tolerated.
- h) Any Unit Owner maintaining a pet within a Unit shall carry necessary liability insurance coverage for such pet, naming the Association as an additional insured.
- i) Pets are never permitted in the Clubhouse, Covered Pavilion or Pool Area.
- j) Assistance Animals - Assistance Animals as defined by the Fair Housing Act must be registered with the Management Company in accordance with the Creekside FHA Policy and must comply with these rules and regulations.
- k) In conjunction with pet registration (as noted in 3.a.v), a Creekside Preserve collar tag must be worn by all dogs. Unit owners must purchase, through the Management Company, a separate tag for each dog that resides in their unit.
- l) The Board may adopt further rules and regulations pertaining to keeping pets in the community, including the ability to designate certain areas for walking pets to control the deposit of animal waste.
- m) Refer to DECLARATION OF CONDOMINIUM OF CREEKSIDE PRESERVE, A CONDOMINIUM Section 17.2 for further details regarding pets, liability, and compliance.

- 4. EXTERIOR CHANGES.** No exterior changes to the Units, including any changes to lanai or other Limited Common Elements shall be made by any Unit Owner without prior written approval of the Board of Directors pursuant to the terms and provisions of the Declaration of Condominium.

## 5. APPARATUS AND ALTERATIONS.

- a. Unless otherwise prohibited by applicable law, no clothesline or similar device shall be allowed on any portion of the Condominium Property.
- b. A Unit Owner shall not cause anything to be affixed or attached to, hung, displayed, or placed on the exterior walls, doors, lanai, or windows of a Building, Common Elements, Condominium Property, or a Unit, except with the prior written consent of the Association, and further, if and when approved, subject to the conditions designated and adopted by the Association. All screening, window and exterior glass door coverings and drape linings shall only be in the colors specified by the Association. Anything to the contrary notwithstanding, any Unit Owner may display in a respectful way one portable, removable United States flag not larger than 4 ½ feet by 6 feet and, On Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4 ½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard. The flag shall only be mounted with a STANDARD RESIDENTIAL FLAGPOLE BRACKET, attached to the front of the building on the six (6) inch White Trim area on either side of the garage door at a height of five–six feet (5-6') from the ground. A religious object can be attached to the mantel or frame of the unit's front door not to exceed 3 inches wide, 6 inches high and 1.5 inches deep.
- c. Garden Flags - associated with an event such as Holidays, Sporting Events, etc. A Garden Flag representing such an event is allowed to be placed one (1) week prior to the event/holiday and removed 48 hours after said event.
- d. Landscaping that was originally installed by DR Horton may not be altered unless approval is obtained from the Board. That means no addition or removal of any plant to the existing landscaping.
- e. Door wreaths are permitted if they are kept fresh in appearance. Due to hurricane risks, wreaths must be taken inside the unit during a Board declared emergency or when the unit will be vacant for longer than thirty (30) days.
- f. Resident-provided In-ground plants, mulch, benches, statuary, and other decorative items are not permitted outside of Units without the written consent of the Association/Board through the Management Company.
- g. Occupants in residence may have one outside potted plant in front of their entranceway and one adjacent to their garage door, not more than forty (40) inches in height and twenty (20) inches in diameter, that does not encumber any neighbor's driveway or walkway. Due to hurricane risk, all such potted plants, benches, statuary, or decorative items must be taken inside the unit during a Board declared emergency or when the Unit is vacant for longer than seven (7) days. Potted plants that are dead and unsightly need to be removed by the resident.
- h. Installation of satellite dishes by Unit Owners shall be restricted in accordance with the following: (i) installation shall be limited solely to the Unit or any Limited Commons Elements appurtenant thereto, and may not be on the Common Elements or protrude into Common Element air space; (ii) to the extent that same may be no more than one meter (39.37 inches) in diameter; and (iii) to the extent that the same may be accomplished without (a) impairing reception of an acceptable quality signal, (b) unreasonably preventing or delaying installation, maintenance or use of an antenna, or (c) unreasonable increasing the cost of installing, maintaining or using an antenna. The dish shall be placed in a location which minimizes its visibility from the Common Elements. That location is in the back of the unit within the Foliage Area and not on the grass – the satellite dish cannot be attached to the building in any way. Further, Unit Owners shall not drill through exterior walls to install

such an antenna or satellite dish. Cable from the Satellite dish must enter the building thru the supplied building junction box that is used by other internet/TV providers.

- i. Television, radios, musical instruments and other instrumentality of sound reproduction or amplification must be used at such times and at such levels as will provide a minimum disturbance to other Unit Owners. No radio or television installation or other electrical equipment shall be permitted in any Unit if it interferes with the television or radio reception of another Unit.
- j. All portions of the Common Elements must, always, be kept free of obstruction. No garbage cans, supplies, or other articles shall be placed in the pathway, halls, driveways, walkways, or parking areas. All garbage shall be properly bagged and/or contained in a Lee County approved container and placed for pickup no earlier than 5pm of the day before the scheduled pick-up date and removed within twenty-four (24) hours of collection.
- k. Sprinkler heads may not be blocked or modified without permission from the Board.
- l. Christmas decorations are allowed and may be put up one week prior to Thanksgiving and shall be totally removed by January 15th. Decorations cannot be attached using any item that requires drilling or nailing into the exterior structure.
- m. Any toxic liquid, oil-based liquid or chemicals cannot be put into the storm drains as it flows directly into the lake
- n. No Unit Owner shall in anyway affix "for sale" or "for rent" signs or any kind of signs, notices, or advertisements to the exterior of his/her Unit or in any way allow any signs to be visible to the general public from within his/her Unit without the written consent of the Association/Board through the Management Company Real estate open houses are to be coordinated with the Management Company.
- o. No flammable, combustible or explosive fluids, chemicals or other substances shall be kept in any Unit or on the Common Areas.
- p. Curtains, draperies, and other window coverings (including their linings) which face exterior windows or glass doors of Units shall be white or off-white in color unless otherwise specifically approved by the Association.
- q. Repair, construction, decorating or remodeling work will be performed on Mondays through Saturdays between the hours of 8:00 a.m. and 5:00 p.m., and no such work shall be performed on Sundays, or legal holidays, except in case of emergency or authorized by the Association. No articles other than patio-type furniture or accessories shall be placed on the lanai or other common areas. Lanai cannot be used as a storage location. Storage is permissible in the storage closet off the Lanai.
- r. No lanai shall be cleaned in such a manner as to cause water or debris to drain from said lanai to other lanai below.
- s. No bicycles, skateboards, scooters or similar equipment shall be permitted in the recreational facilities or amenities of the Community Association, if any. The listed equipment cannot be brought into the Clubhouse/Pool Area and must be kept outside the gate. Bicycles shall only be stored in areas designated by the Association.

## **6. ASSOCIATION.**

- a. No Owner, tenant or occupant of a Unit shall direct, supervise or in any manner attempt to assert any control over any of the employees of the Association, nor shall he or she attempt to send any such employees on private business of such Unit Owner, tenant, or occupant; such employees are to be directed only by Officers of the Association or the management personal engaged by the Association.

- b. The Association, through its Officers or any designated Agent, may maintain a pass key to each Unit for utilization for pest extermination services and/or only in the event of emergency, such as fire, leakage, etc. No Owner, tenant, or occupant of a Unit shall alter any lock or install a new lock in any door leading into the Unit of such Owner without the prior written consent of the Association. In the event such consent is given, the Unit Owner shall provide the Association's Officer or agent with an additional key for the use of the Association pursuant to its right of access to each Unit. Should an Owner fail to provide such a key, the Association shall have the right to forcibly enter for purposes provided herein and under the Declaration.
- c. Official Records Requests – The explanation and list of documents that are considered Official Records and the process for requesting Official Records from the Association and/or Management Company are documented within the "Policy – Official Records Request". This Policy can be obtained through the Creekside Preserve website or upon request with the Management Company.
- d. Written Inquiries - The process for requesting Written Inquires from the Association and/or Management Company are documented within the "Policy – Written Inquires". This Policy can be obtained through the Creekside Preserve website or upon request with the Management Company.
- e. Assessments and Collections – The procedure for the Association and its manager during efforts to collect delinquent Owners fees is describe in the "Policy – Assessments and Collections". This Policy can be obtained through the Creekside Preserve website or upon request with the Management Company.

## **7. VEHICLES AND PARKING**

- a. All residents are required to register their vehicles with the Association. Parking permits will be provided and are to be attached to the vehicle on the driver's side rear window and are not to be shared between vehicles. One Guest pass hangtag will be provided to each unit if owner/tenant vehicles have been properly registered and permitted. Guest passes may not be used on resident's vehicles.
- b. Parking areas are solely for non-commercial automobiles with a current passenger registration. No vehicle which cannot operate on its own power shall be permitted to remain on the Condominium Property for more than twenty-four (24) hours. Speed limits shall be strictly observed.
- c. No commercial vehicles, campers, mobile homes, motor homes, house trailers shall be permitted to be parked or to be stored at any place on the Condominium Property, unless otherwise permitted by the Declaration or the Board. This prohibition of parking shall not apply to temporary commercial services, or to any of the Association's vehicles, subject to the terms herein.
- d. No vehicle maintenance or repairs shall be performed on the Condominium Property, except for emergency repairs.
- e. No vehicle belonging to any Owner/Resident or to a member of the family of an Owner/Resident or guest, tenant or employee of an Owner/Resident shall be parked in such a manner as to impede or prevent access to another Owner's/Resident's parking space or impede the traffic flow of the street.

- f. Vehicles cannot be in the resident's driveway or any other parking area with a tarp or other type of covering on them.
  - g. No parking garage shall be used for any purpose which prohibits the parking of a motor vehicle therein.
  - h. Guest parking is for visitors and not to be used for everyday extra parking for residents. Residents must use their own designated unit for parking. Vehicles parked in Guest parking shall be parked within the boundaries of each parking space and shall occupy one parking space only. Vehicles parked overnight in guest parking are required to display the Guest pass hangtag from the rear-view mirror.
  - i. Parking lots are not to be used for the storage of any vehicles. Any vehicle parked in Guest parking, and which has not been moved more than 10 days shall be considered a "stored vehicle".
  - j. You can only park in the driveway that is designated for your unit. You cannot park in someone else's driveway unless you have their permission.
  - k. You cannot park any vehicle overnight on the streets, without the specific approval of the Board.
  - l. There is no overnight parking allowed in the Clubhouse/Pool Parking lot, unless authorized by the Creekside Board of Directors and/or the Management Company.
  - m. Street parking is allowed during the daytime hours but cannot be for a time of more than 6 hours.
  - n. The sprinkler system has spray heads that are positioned along the curb. For this reason, parking and/or driving on the grass is not permitted. The cost to repair any sprinkler or landscaping damage done by driving on the grass will be paid for by the unit owner responsible.
  - o. Vehicle owners who continually violate the parking regulations will be towed. Please refer to the Creekside Vehicles and Towing Policy for further information.
  - p. The use of Golf Carts within the Community is allowed if their use adheres to Florida law "316.212 Operation of golf carts on certain roadways". Golf Carts when not in use must be stored within the Unit Garage or off premises.
  - q. Storage Pods – The use of commercial Storage PODS when moving in or out of a Unit is permissible. Only one POD per Unit is allowed and the POD must be located at the end of the Units Driveway and not in the street or impeding any traffic. Storage PODS can only remain on property for 5 business days. Contact the Management Company when contracting with any POD company.
- 8. PLUMBING.** Water closets and other plumbing shall not be used for any purposes other than those for which they are constructed. No sweepings, rubbish, rags, or other foreign substances shall be thrown in them. The cost of any damage resulting from misuse shall be borne by the person causing the damage and, in the case of guests, by the Unit Owner who invited the guest onto the Condominium Property.
- 9. RESPONSIBILITY FOR DELIVERIES.** Unit Owners shall be liable for damages to the Condominium Property caused by receiving deliveries or moving or removing furniture or other articles to or from their respective Units.
- 10. SOLICITATION.** There shall be no solicitation by any person anywhere in or on the Condominium Property for any cause, charity, or any other purpose whatsoever, unless specifically authorized by the Association.

- 11. ODORS.** No noxious or unusual odors shall be generated in such quantities that they permeate to other Units and become annoyances or become obnoxious to other Owners. Normal cooking odors, normally and reasonably generated from kitchens shall not be deemed violations of this regulation.
- 12. COOKING DEVICES.** BBQ's may be used, but use shall follow the Estero Fire Code pertaining to outdoor grills ([www.esterofire.org/grill-use](http://www.esterofire.org/grill-use)). Failure to do so could result in fines directly from the fire department and in the event of a fire your personal homeowner's insurance may not be valid. Propane and charcoal BBQs are not allowed to be used at any time on a lanai. They can only be used when they are a minimum of 10 feet from any structure. Propane tanks cannot be larger than 5.4 lbs. Electric grills can be used on the lanai but any damage resulting from their use is the responsibility of the unit owner.
- 13. HURRICANE PREPARATION AND SHUTTERS.** All Owners, tenants and occupants of a Unit shall have hurricane windows or hurricane rated storm shutters approved by the Association prior to the installation thereof. Each Unit Owner who plans to be absent during hurricane season must prepare his/her Unit before departure by: (1) removing all furniture, plants and other objects from the lanai and (2) designating a responsible firm or individual to care for the Unit in the event of a hurricane threat and/or should the Unit suffer hurricane damage, and by furnishing the Board with a name of said firm or individual. Such firm or individual designated by the Owner shall be subject to the approval of the Association. Should such firm or individual not be designated or available, the Association is authorized, but not obligated, to take whatever steps are necessary in its discretion to protect the Unit and the Condominium Property at the sole cost and expense of the Unit Owner. Hurricane shutters must be removed within 2 weeks of electricity being restored after the hurricane. If the unit is vacant between June 1<sup>st</sup> and November 30<sup>th</sup> the accordion, roll down or steel bolted style hurricane shutters can be in the closed position. This only pertains to the unit's lanai sliding glass door and no other windows or doors and is only allowed during the time specified. Shutters at this location need to be white or off-white in color unless otherwise specifically approved by the Association. This pertains to steel bolted shutters as well.
- 14. EMERGENCY GENERATORS.** Portable Generators may be used once a community wide emergency is declared by the Board. Portable generators, while in use must be placed 15' from the entrance of any unit and follow all manufacturers' instructions. Portable Generator use must also conform to all State, County, City, or Community regulations. Generator use is the responsibility of the homeowner.
- 15. COMPLIANCE BY UNIT OWNERS.** All Owners, tenants, invitees, licensees, guests, family members, agents, employees, and occupants of a Unit shall comply with these Rules and Regulations, and any and all rules and regulations which may, from time to time, be adopted by the Association, and the provisions of the Declaration, Articles of Incorporation and By-Laws of the Association. Failure of any of the foregoing persons to comply with the terms of this paragraph may subject that person to the imposition of a fine (upon notice and hearing) and to possible legal remedies, including, but not limited to, suits for money damages, injunctive relief, or any combination thereof, as set forth in the Declaration, the Articles and By-Laws.
- 16. APPROVALS.** All approvals or permitted hereunder from the Association shall be in writing.



## **Addendums Specific to Common Areas**

### **1) POOL:**

- a) No Lifeguard on Duty – Swim at your own risk
- b) Follow all posted Pool rules
- c) No diving or jumping into the pool
- d) The Association assumes no responsibility for any accident or injury related to the use of the pool
- e) Shower before entering the pool
- f) Children under the age of twelve (12) must have appropriate supervision in pool
- g) The Association, Management and staff are authorized to ask for identification for use of the clubhouse and pool areas. Anyone without identification may be directed to leave the premises.
- h) No smoking, including e-cigarettes or vapes
- i) No pets
- j) No glass containers
- k) No public intoxication
- l) Disorderly conduct or nuisance behavior is prohibited
- m) All waste must be removed from the pool area including residual crumbs which could attract insects
- n) All audio listening devices (radios, CD/MP3 players, etc.) are to be used with headphones
- o) Incontinent or non-toilet trained individuals must use appropriate waterproof clothing in the pool
- p) All persons using the pool must have a towel
- q) Floats and other inflatables may be used if they do not create a nuisance to others and when not in use, they must be removed from the pool water; all personal items must be removed from the pool area each day and not stored in any common area
- r) Enter and exit the pool area through the main gate
- s) Close the gate securely when exiting the pool area
- t) No food or beverages allowed while in the pool or within 4 feet thereof
- u) Owners/residents limited to no more than 8 guests in the pool area
- v) Proper attire in pool area; no nudity
- w) Return all chairs and tables to their original location & position
- x) Patio umbrellas are to be closed and secured after use
- y) No sitting or playing in the fountain areas
- z) All outdoor games are to be returned neatly to the covered area
- aa) No jumping the gate if you forget your key. All repair costs will be charged to the individual(s) who are caught jumping the gate
- bb) The pool is considered CLOSED in the event of a power failure as the filter and chlorination equipment cannot operate
- cc) Do not block the entrance sidewalks or corridor with bicycles, etc.
- dd) Do not play with life safety or pool equipment; it is for emergency use only
- ee) Pool Maximum Depth 6 Feet

### **2) FITNESS CENTER:**

- a) Follow all posted Fitness Center rules
- b) The Fitness Center is always available to all Owners/Residents and their guests during posted hours.

- c) All use of equipment is at your own risk; The Association assumes no responsibility for any accident or injury related to the use of the equipment.
- d) No children under the age of fourteen (14) are permitted to use gym equipment at any time in the Fitness Center. Children under the age of sixteen (16) must be appropriately supervised when in the Fitness Center.
- e) The Association, Management and staff are authorized to ask for identification for use of the clubhouse and pool areas. Anyone without identification may be directed to leave the premises.
- f) Inspect all equipment prior to use
- g) Wipe down fitness equipment after use
- h) Shirts and Shoes required at all times
- i) Athletic shoes must be worn at all times
- j) No smoking, including e-cigarettes or vapes
- k) No alcoholic beverages
- l) No glass containers
- m) Cardio equipment limited to 30 minutes of use when others are waiting
- n) All audio listening devices (radios, CD/MP3 players, etc.) are to be used with headphones
- o) No loud music is allowed
- p) Disorderly conduct is prohibited
- q) Windows must be closed upon leaving.
- r) Return all equipment to the original location/position.
- s) Return TV remote controls to their proper locations
- t) Do not change thermostat setting.
- u) Turn off lights, fans and TV's when exiting
- v) Close doors securely when exiting room

### **3) CLUBHOUSE and/or PAVILION**

- a) Follow all posted Clubhouse/Pavilion rules
- b) All use of the Clubhouse is at your own risk; The Association assumes no responsibility for any accident or injury related to the use of the Clubhouse
- c) The Clubhouse & Pavilion are available to all Owners/Residents and their guests during regular Clubhouse hours unless reserved by an Owner/Resident through the [www.creeksidecondo.org](http://www.creeksidecondo.org) community web site
- d) Owners/Residents are responsible for cleaning up after themselves and their guests
- e) No pets
- f) Disorderly conduct is prohibited
- g) Proper attire is required at all times
- h) Do not sit on furniture in wet clothing or set wet towels on furniture
- i) No smoking, including e-cigarettes or vapes
- j) Do not move, remove, or add any property to or from the clubhouse
- k) Do not store items in the refrigerator over night
- l) Turn off lights, fans and TV's when exiting
- m) Close doors securely when exiting room
- n) The posting of signs, notices, literature, or pictures of any kind is prohibited without the consent of the Association management company.

#### **4) Clubhouse Reservation/Use**

The Creekside Preserve Clubhouse and/or Covered Pavilion may be reserved by Owners and/or Renters. Reservations must be made thru the Creekside Preserve web site [www.creeksidecondo.org](http://www.creeksidecondo.org) using the "Clubhouse and Pavilion Reservation Request" form. All reservations must be made thirty (30) days prior to the event. These are on a first come first served basis (unless noted below).

- a) Use: The Clubhouse shall be available for private, non-business use. For the avoidance of doubt, examples are, but not limited to social events such as: wedding anniversaries, baby showers, family gatherings, christening parties, birthday parties.
- b) Hours: The Clubhouse/Pavilion must be vacated, and the event must end no later than 8:00 P.M. SUNDAY THROUGH THURSDAY AND 10:00 P.M. FRIDAY AND SATURDAY with maximum use period of 6 hours. Setup for any event can be done two (2) hours prior to the event and no sooner.
- c) Like Condition: The Clubhouse shall be left in the same condition as prior to the Event. Such cleaning shall be the responsibility of the Owner/Renter requesting the use of the Clubhouse and shall include, but not be limited to, vacuuming, general cleanup, wiping off counter tops, arranging furniture to proper locations and collecting and removing garbage from the Clubhouse grounds, parking lot and premises. If the Clubhouse is not left in the same condition it was found, i.e., if any trash is left behind, etc., the cost to remove the trash and or cleaning will be deducted from the security deposit. Trash bags should be securely tied and be removed or placed by the back maintenance pool gate. Clean up of the event should happen immediately after the event.
- d) No glass of any type. This includes plates, serving dishes, beer, or wine bottles, and drinking glasses are not allowed.
- e) Prior Inspection: Prior to the commencement of the private Event, the Owner and/or Renter, or its representative, and a member of the Board or its representative shall inspect the Clubhouse and make note of any damage found in the clubhouse or in its exterior. Any damage not noted on this walk-through shall be deemed to have been caused by the use of the Clubhouse for the Event and shall be the responsibility of the Owner and/or Renter as set forth herein. Both the Owner and/or Renter, or its representative and the Board member, or its representative, must sign the walkthrough list.
- f) Post Inspection: On the day immediately following the Event on or before 10:00 AM or within a 24-hour period agreed upon with the Board representative, the Owner and/or Renter or its representative, and the same Board member or representative shall re-inspect the Clubhouse, the parking lot and grounds and note any additional damage to the facility. Owner and/or Renter must be present during the inspection or forfeit the right to protest any withholding of the deposit in whole or in part and/or additional assessment for damage costs exceeding the amount of the deposit.
- g) Responsible for Damages: The Owner and/or Renter agrees to be personally in attendance during the Event and agrees to be personally responsible for any damage to the facility and grounds not previously noted on the walk-through inspection conducted prior to the Event.

- h) Usage Fee: There is no usage fee for owners of a Unit. The Board reserves the right to charge renters a minimal fee for usage. This fee is described within the document "Policy - Clubhouse Reservation".
- i) Deposit: Prior to receiving permission to use the Clubhouse, a refundable security deposit in the amount of \$100.00 shall be required by check and shall be paid one (1) week prior of the Event. The paid deposit shall be returned to the Owner and/or Renter provided there is no damage caused to the Clubhouse facility, grounds, or parking lot as aforesaid. In the event of damage to the Clubhouse facility, grounds or parking lot, the cost of repair or replacement shall be taken from said deposit and the unused portion thereof, if any, shall be returned to the Owner and/or Renter.
- j) Securing (Locking). The Owner and/or Renter shall be responsible for securing the Clubhouse upon the termination of the Event. This requires that the Owner and/or Renter physically inspect all windows and doors to ensure that they are locked. The Owner and/or Renter must turn off all lights and fans. The Owner and/or Renter shall be responsible for ensuring that the grounds surrounding the Clubhouse including the parking lot are free from litter or refuse and debris created because of use of the Clubhouse.
- k) Indemnification. The Owner and/or Renter shall receive a copy of these Rules and must acknowledge his or her agreement to abide by the terms therein, as well as personally indemnify and hold harmless the Association for all damage to the Clubhouse or person as set forth above by signing the Indemnification clause at the end of this Agreement and initialing each page.
- l) Common Areas Not Included. The use of the pool and areas around such are not reserved as part of this Agreement. Additionally, the Exercise Room is off limits to Event guests. The Owner and/or Renter understand that residents of the community have the right to use the Pool and Exercise Room during your Event. (Special circumstances can be granted by the Association Board for use of the Common areas – but require prior approval and should not be assumed). While the clubhouse, pavilion area and adjacent pool deck can be reserved, there must still be adequate lounging space made available as residents cannot be asked to leave the pool area or discontinue use of the pool. Additionally, event guests may use the pool, however, the Owner and/or Renter understand that all pool rules and use times must be adhered to and not hinder use by residents.
- m) Music is allowed but must be played at a tolerable level to residents.
- n) Guest Conduct. The Owner and/or Renter may invite non-residents of Creekside Preserve as guests. The Owner and/or Renter will be responsible for ensuring that the guests conduct themselves in a proper fashion and in a manner that will not disturb the use of other Association facilities and common elements by other residents and guests. A guest is considered anyone whom the Owner and/or Renter allow to enter the Clubhouse or surrounding premises during his or her use of the Clubhouse. If the Owner and/or Renter fail to abate noise, excessively loud music or any other disturbing activities when requested to do so, the Lee County Sheriff will be called by the Board. Respect for community residents will be observed before, during, and after any Event.

- o) Rightful Use. The Owner and/or Renter will not use the Clubhouse for any purpose or activity prohibited by law. The Owner and/or Renter will comply with all governmental statutes, regulations or ordinances including but not limited to requirements relating to fire safety and agrees to indemnify the Association and defend them and hold them harmless for any violations thereof including but not limited to any penalties assessed.
- p) Good Standing. The parties have indicated their acceptance of the terms contained above by signing this Agreement, and also certifying that they are Unit Owners and members in good standing or tenants that have an approved Lease Agreement on file with our property manager. Only those Unit Owners, or tenants, in good standing may reserve the Clubhouse.
- q) Priority. Creekside Preserve Condominium Association Events shall have preference over private Owner and/or Renter Events.
- r) Reserved Dates, No Events can be reserved for the following dates:

New Year's Eve	Super Bowl Sunday
New Year's Day	Saint Patrick's Day
National Holidays	Cinco de Mayo (on or about)
- s) The Creekside Condominium Association Calendar will show all reserved dates. The calendar can be viewed at [www.creeksidecondo.org](http://www.creeksidecondo.org) in addition Reserved signs / notices of a private function will be posted on the pool gate 48 hours prior to private event to remind residents of the booking.
- t) Children Event. If the Clubhouse is to be used for children's party (18 years or younger) there must be appropriate supervision.
- u) No Pets. Absolutely no pets of any kind shall be permitted in the clubhouse, covered pavilion or pool area for any reason.
- v) Approval. All Events are subject to the approval of the Board. The Association reserves the right to terminate any rental which in the sole judgment of the Board is inappropriate or results in unlawful conduct or activities which violate the Rules and Regulations of the Association.
- w) Future Use. The Association reserves the right to deny future rental of the Clubhouse for a period one year from the date of original rental to any Owner and/or Renter whose use of the Clubhouse results in damage to the Clubhouse, parking lot or grounds.
- x) Alcoholic Beverage. Alcoholic beverages are permitted in the clubhouse and shall be in accordance with the City and State Laws.
- y) Affixing Event Decorations. Nothing can be hung, taped, tacked, nailed, or affixed in any way to any painted surface of the clubhouse. All party decorations, crepe paper, signs and other items may be affixed only to the glass windows and doors and must be completely removed by the applicant. The cost to remove the remains of any decorations will be charged against and deducted from the rental deposit.

- z) No Advertising. No advertising will be allowed for the Event by the Owner and/or Renter (or guests).
- aa) Loss of Items. The Association will not be responsible for the loss of any personal effects (dishes, equipment, or food). Any items left after the Event will be considered abandoned and disposed of by the Manager, at the expense of the Unit Owner.
- bb) Access. Creekside Preserve Condominium Board of Directors, Property Manager or Clubhouse Committee persons always reserve the right to free access to all portions of the Clubhouse.
- cc) Tenant Use. Tenant use is only available if sponsored by the Unit Owner. The Unit Owner will need to submit and sign this form on behalf of the Tenant (as well as having the Tenant sign this form). The Unit Owner will additionally be bound by this Agreement as if they themselves had use of the Clubhouse.
- dd) Binding. Rental date remains open until Agreement is signed and returned with Rental Fees and deposits.

#### **Enforcement**

These Rules and Regulations shall be enforceable by the Association in the same manner as all covenants, conditions, and restrictions contained in the Declaration. It shall be with the sole, unfettered discretion of the Board of Directors to interpret the foregoing and to determine what constitutes a violation of same. Should any portion of these Rules and Regulations be found unenforceable, the remaining portions shall remain in full force and effect.

The Association's Board of Directors is entitled to impose fines for violation(s) of the Declaration of Covenants, Conditions and Restrictions, Amended and Restated Bylaws or any Rules and Regulations adopted by the Board of Directors. The procedure for imposing fines as well as contesting fines for such violation(s) is set forth within the document "Policy – Violation Enforcement". This Policy can be obtained through the Creekside Preserve website or upon request with the Management Company.