

Creekside Preserve Condominium Association

Sale Packet



**8840 Terrene Court, Suite 102
Bonita Springs, FL 34135
(239) 454-8568
Fax: (239) 454-5191**



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

PURCHASE APPLICATION
Creekside Preserve Condominium Association

ATTACH THE FOLLOWING: Application Fees are Non-Refundable

- **Completed copy of the signed Purchase Application.**
- **Copy of the Purchase 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 made payable to Creekside Preserve Condominium Association**

I (We) hereby apply for approval to purchase:

Name(s): _____

Address to be purchased (include unit number) _____

Realtor: _____ Phone: _____ Closing Date: _____

To facilitate consideration of this application, I represent that the following information is factual and correct, and agree that any falsifications or misrepresentation in this application will justify its disapproval. I consent to your further inquiry concerning this application.

PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION:

1. Full name of Applicant: _____

Full Name of Spouse/Domestic Partner (if applicable) _____

• Social Security #: _____ / _____ / _____ Driver License #: _____

• Email Address: _____ DOB _____

• Telephone: Home: _____ Mobile: _____ Work: _____

• Current Home Address: _____

• Applicant Employer: _____

• Employer Address: _____

2. Full name of Co-Applicant: _____

- Social Security #: _____ / _____ / _____ Driver License #: _____
- Email Address: _____ DOB _____
- 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. 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".***

5. 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 ____ / ____

6. Person to be notified in case of emergency: _____

Address: _____ Phone: _____

7. I (we) are purchasing this Unit with the intent to:
 Reside here on a full-time basis Reside here on a part-time basis Lease this Unit

8. I (we) understand and agree that this Unit cannot be leased for a term of 12 months after the closing date in accordance with sections 2.28-2.30 and 17.1-17.1.1 of the Declaration of Condominium of Creekside Preserve, a Condominium. Initial ____ / ____

9. If the Unit is being leased now or in the future I (we) are aware of, have received a copy of, and agree to abide by the Creekside "Policy Leasing of a Unit(s)". Initial ____ / ____

10. I (we) will provide the Association with a copy of our recorded deed within ten (10) days after closing.

11. I (we) are aware of, have received a copy of, and agree to abide by the Declaration of Covenant, Declaration of Condominium, By-laws and Rules & Regulations for Creekside Preserve Condominium Association. These documents can be accessed at www.creeksidecondo.org by the Unit Owner. Initial ____ / ____

Applications may take up to twenty (20) days to process. A copy of the approved application will be mailed or emailed to the owner and/or applicant.

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.

Applicant

Date

Co-Applicant

Date

Applicant(s) Approved

Applicant(s) Disapproved

Board Member / Property Manager

Date



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ashleyw@pegasuscam.com

**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.



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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#: ____



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**OWNER INFORMATION CONSENT FORM
Creekside Preserve Condominium Association**

PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION:

Name: _____ Date: _____

Creekside Address: _____

Local Phone #: _____ Cell Phone #: _____ Alternate Phone # _____

Email Address(s): _____

Alternate Address: _____

City: _____ State: _____ Zip Code: _____

Pursuant to Section 718.111(12), Florida Statutes, only your name, parcel designation, mailing address and property address are official records of the Association and the Association is prohibited from disclosing any other information provided. That notwithstanding, you may consent for the information provided, such as your local phone number and email address, to be included in the Association's directory and/or web site, which will be published and provided only to members and residents of the community. By doing so, you further agree to release and hold the Association harmless for any use or misuse of this information. This can be granted through the www.creeksidecondo.org

PLEASE ANSWER

YES / NO (Circle One) I hereby agree and consent to be duly notified by Creekside Preserve Condominium Association, via e-mail of Association meetings and other notices as permitted by law.

YES / NO (Circle One) I hereby agree and consent to an online voting system, if/when applicable in accordance with Florida Statutes.

Please return to AshleyW@Pegasuscam.com or mail to
Pegasus Property Management 8840 Terrene Ct, Suite 102
Bonita Springs, FL 34135

Owner Signature

Co-Owner Signature (If Applicable)

Printed Name

Printed Name

Date

Date

ELECTRONIC PAYMENT AUTHORIZATION FORM

AUTHORIZATION AGREEMENT

I hereby authorize Pegasus Property Management Inc. to initiate electronic debits to my account at the financial Institution named below. I also authorize Pegasus Property Management Inc. to credit my account in the event that a debit entry is made in error.

Further, I agree not to hold Pegasus Property Management Inc. responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution.

This agreement will remain in effect until Pegasus Property Management Inc. receives a written notice of cancellation from me or my financial institution, or until I submit a new Electronic Payment Authorization form to Pegasus Property Management Inc.

Day of the month your account will be charged: 5TH

ACCOUNT INFORMATION

Name of Financial Institution _____

Routing Number _____

Account Number _____

ASSOCIATION INFORMATION

Association Name: _____

Address: _____

OWNER INFORMATION

Customer Name: _____

Customer Signature: _____ Date: _____

PLEASE CONFIRM THE INFORMATION FROM A CHECK. Pegasus will not be responsible for incorrect information provided. If you would like to send a voided check along with this application please send it to accounts@pegasusc.com or mail to:

Address: **Pegasus Property Management**
8840 Terrene Ct #102
Bonita Springs, FL 34135

The image shows a sample check with the following details:

- Payee: Paul Maple, Olivia Maple, 1234 Windy Oaks Drive, Anytown OR 00000
- Amount: 1234 (written as 1234) and 15-0000/0000 (written as 15-0000/0000)
- Bank: ANYTOWN BANK, Anytown OR 90000
- Routing number: 250250025
- Account number: 2020201185
- Check number: 1234
- Annotations: "Routing number" and "Account number" are circled and labeled. A box around the amount is labeled "Do not include the check number".
- Watermark: "SAMPLE" is written diagonally across the check.

PEGASUS PROPERTY MANAGEMENT

8840 Terrene Court, Suite 102
Bonita Springs, FL 34135
Phone 239-454-8568
Fax 239-454-5191

Dear New Homeowner:

Welcome to Creekside Preserve Condominium Association, Inc. We would like to take this opportunity to introduce Pegasus Property Management as the managing agent for your association and acquaint you with certain aspects of community living. Your Board of Directors has retained our company to manage the association's administrative needs and oversee the maintenance of the areas of which the association is in control. We help to facilitate the day-to-day affairs of the association by working at the direction of the Board and by communicating directly with the residents and vendors. Basically, all the items listed on the association's budget fall under our responsibility. We handle all the correspondence such as notices of the meetings and elections, recording the minutes of the meetings, etc. We also oversee the maintenance of the grounds and help the Board enforce the governing documents.

We hope you will find the following information helpful.

Maintenance Fees –The association's expenses are prorated *quarterly*. It is important that your fees are paid on time to ensure the smooth operation of the association. ***Quarterly statements are typically mailed to the residents in 20 days before the due date, and to the new owner in the event of a resale.***

Owner Information – We ask that you complete the enclosed unit owner questionnaire form and return it to our office so that we will have all the necessary information for billing purposes and in case of an emergency involving your home. You can also update your information directly on your web portal. Log-in information will be mailed/emailed following this notice.

Documents – Your seller should have provided you with a current and complete set of the association's documents. Please be sure to read your documents so that you become familiar with your rights and responsibilities as a homeowner. If you have any questions about your rights or the association's responsibilities, please call our office.

Rules and Regulation – All owners are supposed to read and agree to comply with the governing documents before purchasing their units. The rules and regulations are meant to protect all members of the association. Rules will be enforced by the Board of Directors for the betterment of the whole community and in order to maintain a pleasant place for everyone in the association to live.

Leasing your unit – All leases must be in writing and a copy of the lease must be forwarded to our office along with the Association's Lease Application and applicable fees. All leases must abide by your documents.

Key Access – The Florida State Statutes require that condominium unit owners supply the association with a key to their unit for emergency purposes. Florida Statutes 718.106 and 718.111 read: "The Association is granted, by statute, the irrevocable right of access to each individual condominium unit. Such access must be during reasonable hours for the purpose of maintenance, repair, or replacement of common elements or any portion of the unit for which the association is responsible. As well, the association may have access to units to make emergency repairs which are necessary to prevent damage to the common elements or to another unit, such as to repair a broken water pipe which could cause water intrusion into other units.

Meetings of the Association – One Annual Members Meeting is held for the purpose of electing the Board of Directors; one annual Budget Meeting is held by the Board of Directors for the purpose of approving the budget for the new year; Board of Directors Meetings will be held either as the documents require and/or as the Board deems necessary. All the association's meetings are properly noticed according to your documents.

ACH- Want automatic payments for your quarterly association fees? Sign up for ACH with Pegasus Property Management. The form for you to fill out and submit back to our office is included in this packet.

IF YOU HAVE BILL PAY THROUGH YOUR BANK PLEASE MAKE SURE TO CHANGE THE ADDRESS TO:

Creekside Preserve Condominium Association, Inc
C/O Valley National Bank
PO BOX 26109
Tampa FL 33623

Pegasus Property Management is located at:

8840 Terrene Court, Suite 102
Bonita Springs, FL 34135
Phone 239-454-8568
Fax 239-454-5191

Our office is open Monday through Friday. Office hours are 9:00 a.m. to 5:00 p.m. Our Answering Service will take your calls after hours.

In the event of a property-threatening emergency a manager will be contacted and will respond to you personally as soon as possible. If you have a concern which is not a property damaging emergency, please leave your name, phone number, association name and address, and a brief description with the answering service and your call will be responded to the next business day.

If you call our office to speak with your manager please recognize your manager may not always be able to speak to you personally because there is work outside of the office, on property, attending association meetings, etc. However, all staff will do their best to return your call within 24 hours, or by the next business day. Prior to stopping by the office to see your manager, we ask that you first call to make an appointment so that we can establish a mutually convenient time for a meeting.

Welcome to your new home!

Thanks for your attention,
Pegasus Property Management

CREEKSIDE PRESERVE CONDO ASSOCIATION		TOTAL UNITS							
2024 Approved BUDGET		168							
JAN 1 - DEC 31, 2024									
	APPROVED	1/1-9/30/2023	7/1/23-12/31/23	2023	2023 Variance	Draft Budget	MONTHLY		
	2023 BUDGET	Actual Exp.	Estimated Exp	Estimated Expense		2024	PER UNIT		
Income									
4010 MAINTENANCE FEES	\$ 824,018.61	\$ 618,013.98	\$ -	\$ 618,013.98	206,004.63	\$ 891,561.00	\$ 442.24		
4015 RESERVE INCOME	\$ 126,861.39	\$ 95,146.02	\$ -	\$ 95,146.02	31,715.37	\$ 103,000.00	\$ 51.09		
4035 INTEREST INCOME	\$ -	\$ 15,918.47	\$ -	\$ 15,918.47	(15,918.47)	\$ -	\$ 0		
4040 GATE ACCESS CARDS/DOG TAGS	\$ -	\$ 2,255.00	\$ -	\$ 2,255.00	(2,255.00)	\$ -	\$ 0		
4050 LATE FEES	\$ -	\$ 1,367.80	\$ -	\$ 1,367.80	(1,367.80)	\$ -	\$ 0		
4800 MISCELLANEOUS INCOME	\$ -	\$ 19,325.00	\$ -	\$ 19,325.00	(19,325.00)	\$ -	\$ 0		
Income	\$ 950,880.00	\$ 752,026.27	\$ -	\$ 752,026.27		\$ 994,561.00	\$ -		
EXPENSES									
ADMINISTRATION									
5350 MANAGEMENT FEE	\$ 33,600.00	\$ 25,200.00	\$ 8,400.00	\$ 33,600.00	0.00	\$ 36,960.00	\$ 18.33		
5450 OFFICE EXPENSE	\$ 3,500.00	\$ 2,208.84	\$ 735.00	\$ 2,943.84	556.16	\$ 3,500.00	\$ 1.74		
5460 TAX PREPARATION	\$ 275.00	\$ 250.00	\$ -	\$ 250.00	25.00	\$ 275.00	\$ 0.14		
5461 AUDIT	\$ -	\$ -	\$ -	\$ -	0.00	\$ 4,000.00	\$ 1.98		
5462 APPRAISAL	\$ -	\$ -	\$ -	\$ -	0.00	\$ 500.00	\$ 0.25		
5463 ANNUAL BUILDING INSPECTIONS	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	\$ -		
5464 RESERVE STUDY	\$ -	\$ -	\$ -	\$ -	0.00	\$ -	\$ -		
5465 LEGAL EXPENSE	\$ 10,000.00	\$ 1,517.00	\$ 505.00	\$ 2,022.00	7,978.00	\$ 5,000.00	\$ 2.48		
5470 WEBSITE	\$ 1,020.00	\$ 721.21	\$ 248.79	\$ 970.00	50.00	\$ 1,085.00	\$ 0.54		
5485 POOL LICENSE/PERMIT	\$ 300.00	\$ 300.35	\$ -	\$ 300.35	(0.35)	\$ 300.00	\$ 0.15		
5490 ANNUAL DIVISION FEES	\$ 672.00	\$ 672.00	\$ -	\$ 672.00	0.00	\$ 672.00	\$ 0.33		
5495 ANNUAL CORP FILING	\$ 61.25	\$ 61.25	\$ -	\$ 61.25	0.00	\$ 61.25	\$ 0.03		
6100 INSURANCE	\$ 300,000.00	\$ 214,583.06	\$ 84,300.00	\$ 298,883.06	1,116.94	\$ 191,000.00	\$ 94.74		
NEW FLOOD INSURANCE	\$ -	\$ -	\$ -	\$ -	0.00	\$ 190,800.00	\$ 94.64		
Total Admin	\$ 349,428.25	\$ 245,513.71	\$ 94,188.79	\$ 339,702.50	\$ 9,725.75	\$ 434,153.25	\$ 215.35		
BUILDINGS									
6190 CONTINGENCIES	\$ 484.96	\$ -	\$ -	\$ -	484.96	\$ 516.85	\$ 0.26		
6200 BUILDING MAINTENANCE	\$ 25,000.00	\$ 10,605.25	\$ 3,534.00	\$ 14,139.25	10,860.75	\$ 25,000.00	\$ 12.40		
6210 DECORATIONS	\$ 750.00	\$ -	\$ 750.00	\$ 750.00	0.00	\$ 750.00	\$ 0.37		
6220 FIRE EQUIPMENT - REPAIR & MAINT	\$ 5,000.00	\$ 11,175.44	\$ 2,000.00	\$ 13,175.44	(8,175.44)	\$ 10,000.00	\$ 4.96		
6230 FIRE EXTINGUISHER INSPECTION	\$ 2,000.00	\$ 2,512.34	\$ -	\$ 2,512.34	(512.34)	\$ 3,000.00	\$ 1.49		
6240 FIRE SPRINKLER/FIRE ALARM ANNUAL INSPEC	\$ 13,200.00	\$ -	\$ 13,200.00	\$ 13,200.00	0.00	\$ 13,200.00	\$ 6.55		
6250 FITNESS EQUIPMENT MAINTENANCE	\$ 1,000.00	\$ 559.14	\$ 186.38	\$ 745.52	254.48	\$ 1,000.00	\$ 0.50		
6260 JANITORIAL CONTRACT	\$ 7,903.00	\$ 4,021.92	\$ 1,975.68	\$ 5,997.60	1,905.40	\$ 8,400.00	\$ 4.17		
6270 JANITORIAL SUPPLIES	\$ 700.00	\$ 252.80	\$ 300.00	\$ 552.80	147.20	\$ 700.00	\$ 0.35		
6290 FIRE SERVICE MONITORING	\$ 26,838.00	\$ 19,196.18	\$ 5,777.19	\$ 24,973.37	1,864.63	\$ 26,838.00	\$ 13.31		
6300 WI-FI CLUBHOUSE	\$ 3,200.00	\$ 2,818.14	\$ 940.00	\$ 3,758.14	(558.14)	\$ 3,840.00	\$ 1.90		
Total Buildings	\$ 86,075.96	\$ 51,141.21	\$ 28,663.25	\$ 79,804.46		\$ 93,244.85	\$ 46.25		
GROUNDS									
6320 LANDSCAPING CONTRACT	\$ 107,352.00	\$ 80,514.00	\$ 26,838.00	\$ 107,352.00	0.00	\$ 109,500.00	\$ 54.32		
6325 IRRIGATION REPAIR	\$ 5,000.00	\$ -	\$ 5,000.00	\$ 5,000.00	0.00	\$ 5,000.00	\$ 2.48		
6330 MULCH	\$ 14,000.00	\$ -	\$ 14,000.00	\$ 14,000.00	0.00	\$ 11,500.00	\$ 5.70		
6334 FLOWER REPLACEMENT	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	0.00	\$ -	\$ -		
6335 PLANT REPLACEMENT	\$ 15,000.00	\$ -	\$ 15,000.00	\$ 15,000.00	0.00	\$ 4,000.00	\$ 1.98		
6336 TREE REPLACEMENT	\$ 7,000.00	\$ -	\$ 7,000.00	\$ 7,000.00	0.00	\$ 3,000.00	\$ 1.49		
6337 SOD REPLACEMENT	\$ 5,000.00	\$ -	\$ 5,000.00	\$ 5,000.00	0.00	\$ 2,000.00	\$ 0.99		
6340 PEST CONTROL	\$ 13,500.00	\$ 10,103.11	\$ 3,367.66	\$ 13,470.77	29.23	\$ 14,412.90	\$ 7.15		
6342 SUBTERRANEAN TERMITE BAIT	\$ 5,200.00	\$ 3,940.22	\$ 1,313.43	\$ 5,253.65	(53.65)	\$ 5,300.00	\$ 2.63		
6345 PALM PEST TREATMENT	\$ 3,000.00	\$ -	\$ 3,000.00	\$ 3,000.00	0.00	\$ 3,210.00	\$ 1.59		
6350 GATE REPAIR/MAINTENANCE	\$ 4,000.00	\$ 4,678.94	\$ 1,000.00	\$ 5,678.94	(1,678.94)	\$ 4,000.00	\$ 1.98		
6355 FOUNTAIN REPAIR & MAINTENANCE	\$ 1,000.00	\$ 250.00	\$ 250.00	\$ 500.00	500.00	\$ 1,000.00	\$ 0.50		
6360 LAKE MAINTENANCE	\$ 1,360.00	\$ 1,019.70	\$ 339.00	\$ 1,358.70	1.30	\$ 1,400.00	\$ 0.69		
6365 POOL MAINTENANCE	\$ 6,527.40	\$ 4,784.13	\$ 1,946.85	\$ 6,730.98	(203.58)	\$ 8,025.00	\$ 3.98		
6370 POOL REPAIR	\$ 5,000.00	\$ 1,480.49	\$ 495.00	\$ 1,975.49	3,024.51	\$ 3,000.00	\$ 1.49		
6375 PRESERVE MAINTENANCE	\$ 2,500.00	\$ 1,854.00	\$ 620.00	\$ 2,474.00	26.00	\$ 2,575.00	\$ 1.28		
6380 PRESSURE WASHING	\$ 25,000.00	\$ 16,295.00	\$ 8,705.00	\$ 25,000.00	0.00	\$ 30,000.00	\$ 14.88		
6385 PUMP MAINTENANCE	\$ 2,250.00	\$ -	\$ 2,250.00	\$ 2,250.00	0.00	\$ 2,290.00	\$ 1.14		
6390 TREE TRIMMING	\$ 5,075.00	\$ 5,890.00	\$ -	\$ 5,890.00	(815.00)	\$ 11,500.00	\$ 5.70		
Total Grounds	\$ 228,764.40	\$ 130,809.59	\$ 97,124.94	\$ 227,934.53		\$ 221,712.90	\$ 109.98		
UTILITIES									
7010 ELECTRICITY - CLUBHOUSE/POOL	\$ 12,500.00	\$ 6,572.52	\$ 2,190.84	\$ 8,763.36	3,736.64	\$ 12,500.00	\$ 6.20		
7015 ELECTRICITY - GATE	\$ 700.00	\$ 394.14	\$ 131.33	\$ 525.47	174.53	\$ 700.00	\$ 0.35		
7020 ELECTRICITY - IRRIGATION	\$ 3,500.00	\$ 1,438.50	\$ 479.33	\$ 1,917.83	1,582.17	\$ 3,000.00	\$ 1.49		
7025 ELECTRICITY - STREET LIGHTS	\$ 8,500.00	\$ 6,729.00	\$ 2,242.00	\$ 8,971.00	(471.00)	\$ 9,300.00	\$ 4.61		
7030 ELECTRICITY - WELLS/FOUNTAIN	\$ 9,000.00	\$ 6,649.71	\$ 2,216.00	\$ 8,865.71	134.29	\$ 9,100.00	\$ 4.51		
7035 TELEPHONE GATE	\$ 1,850.00	\$ 1,215.32	\$ 405.00	\$ 1,620.32	229.68	\$ 1,850.00	\$ 0.92		
7040 WATER/SEWER CLUBHOUSE	\$ 108,700.00	\$ 61,056.47	\$ 20,352.00	\$ 81,408.47	27,291.53	\$ 90,000.00	\$ 44.64		
7045 ELECTRICITY - CONDO	\$ 15,000.00	\$ 11,071.25	\$ 3,691.00	\$ 14,762.25	237.75	\$ 16,000.00	\$ 7.94		
Total Utilities	\$ 159,750.00	\$ 95,126.91	\$ 31,707.50	\$ 126,834.41		\$ 142,450.00	\$ 70.66		
RESERVES									
9000 COMMON RESERVE FUNDING	\$ 41,894.37	\$ 31,420.62	\$ 10,473.54	\$ 41,894.16	0.21	\$ -	\$ -		
9010 CONDO RESERVE FUNDING	\$ 84,967.02	\$ 63,725.40	\$ 21,241.80	\$ 84,967.20	(0.18)	\$ -	\$ -		
9100 Pooled Reserves	\$ -	\$ -	\$ -	\$ -	0.00	\$ 103,000.00	\$ 51.09		
Total Reserves	\$ 126,861.39	\$ 95,146.02	\$ 31,715.34	\$ 126,861.36		\$ 103,000.00	\$ 51.09		
TOTAL EXPENSES	\$ 950,880.00	\$ 617,737.44				TOTAL EXPENSES	\$ 994,561.00	\$ 493.33	
COST PER UNIT 2023	\$ 1,415.00					COST PER UNIT IN 2024	\$ 1,480.00	\$ 123.33	

REPLACEMENT COST	ESTIMATED USEFUL LIFE (YEARS)	Remaining Life as of 12/31/2023
\$15,000	10	10
\$7,500	12	6
\$12,500	25	19
\$25,000	30	21
\$21,000	10	2
\$19,000	25	20
\$3,500	25	16
\$50,000	25	25
\$6,700	20	11
\$22,500	25	15
\$20,000	7	1
\$5,000	7	1
\$200,000	20	13
\$11,550	10	10
\$20,000	10	2
\$18,000	10	5
\$12,000	10	10
\$15,000	20	13
\$23,100	20	15
\$49,293	25	17
\$3,000	10	2
\$10,000	10	10
\$10,000	10	8
\$33,600	5	2
\$43,000	15	9
\$159,600	25	19
\$25,000	7	4
\$235,000	10	1
\$2,070,306	40	29

Inflation = 0.00%
Interest = 0.90%

		2023	2024
Expenditures	Beginning Balance		\$909,927
	Annual Contribution		\$103,000
	Common - A/C Clubhouse		\$0
	Common - Cameras		\$0
	Common - Entrance - Lighting		\$0
	Common - Entrance - Fencing - Aluminum		\$0
	Common - Fitness Equipment		\$0
	Common - Gates - Entry/Pedestrian		\$0
	Common - Gutters		\$0
	Common - Irrigation Pump		\$0
	Common - Lake Fountain		\$0
	Common - Mailboxes		\$0
	Common - Paint - Clubhouse/Gatehouse		\$20,000
	Common - Paint - Masonary Fence Wall		\$5,000
	Common - Asphalt Resurfacing		\$0
	Common - Pool - Equipment/Pump		\$0
	Common - Pool - Furniture Replacement		\$0
	Common - Pool - Fence Replacement		\$0
	Common - Pool - Heaters		\$0
	Common - Pool Deck - Pavers		\$0
	Common - Pool - Resurfacing		\$0
	Common - Roof - Clubhouse		\$0
	Common - TV		\$0
	Common - Gym Floor		\$0
	Common - Clubhouse Furniture		\$0
	Condo - Fire Alarm - Five Year Inspection		\$0
	Condo - Fire Alarm - Panel		\$0
	Condo - Gutter and Downspouts		\$0
Condo - Hurricane		\$0	
Condo - Paint		\$235,000	
Condo - Roof		\$0	
	Interest Earned		\$7,483
	Ending Balance	\$120,000	\$760,410

2025	2026	2027	2028	2029	2030	2031	2032
\$760,410	\$792,768	\$903,366	\$989,848	\$1,084,139	\$1,189,826	\$1,270,246	\$1,349,985
\$103,000	\$103,000	\$103,000	\$103,000	\$103,000	\$103,000	\$103,000	\$103,000
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$7,500	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$21,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$20,000	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$5,000	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$18,000	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$3,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$10,000	\$0
\$33,600	\$0	\$0	\$0	\$0	\$33,600	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$43,000
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$6,958	\$7,598	\$8,481	\$9,291	\$10,187	\$11,021	\$11,738	\$12,420
\$792,768	\$903,366	\$989,848	\$1,084,139	\$1,189,826	\$1,270,246	\$1,349,985	\$1,422,404

2033	2034	2035	2036	2037	2038	2039	2040
\$1,422,404	\$1,489,901	\$1,338,874	\$1,376,438	\$1,276,322	\$1,391,272	\$1,418,258	\$1,530,970
\$103,000	\$103,000	\$103,000	\$103,000	\$103,000	\$103,000	\$103,000	\$103,000
\$15,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$21,000	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$3,500	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$6,700	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$22,500	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$20,000	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$5,000	\$0	\$0
\$0	\$0	\$0	\$200,000	\$0	\$0	\$0	\$0
\$11,550	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$20,000	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$18,000	\$0	\$0
\$12,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$15,000	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$23,100	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$49,293
\$0	\$0	\$3,000	\$0	\$0	\$0	\$0	\$0
\$10,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$33,600	\$0	\$0	\$0	\$0	\$33,600
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$235,000	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$13,047	\$12,672	\$12,164	\$11,884	\$11,950	\$12,586	\$13,212	\$13,869
\$1,489,901	\$1,338,874	\$1,376,438	\$1,276,322	\$1,391,272	\$1,418,258	\$1,530,970	\$1,564,947

2041	2042	2043	2044	2045	2046	2047	2048
\$1,564,947	\$1,639,803	\$1,585,151	\$1,635,027	\$1,492,035	\$1,505,865	\$1,622,882	\$1,697,758
\$103,000	\$103,000	\$103,000	\$103,000	\$103,000	\$103,000	\$103,000	\$103,000
\$0	\$0	\$15,000	\$0	\$0	\$0	\$0	\$0
\$7,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$12,500	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$25,000	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$21,000	\$0	\$0	\$0
\$0	\$0	\$19,000	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$20,000	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$5,000	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$11,550	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$20,000	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$18,000
\$0	\$0	\$12,000	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$3,000	\$0	\$0	\$0
\$0	\$0	\$10,000	\$0	\$0	\$0	\$0	\$0
\$10,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$33,600	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$43,000	\$0
\$0	\$159,600	\$0	\$0	\$0	\$0	\$0	\$0
\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000
\$0	\$0	\$0	\$235,000	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$14,357	\$14,447	\$14,426	\$14,009	\$13,430	\$14,016	\$14,876	\$15,325
\$1,639,803	\$1,585,151	\$1,635,027	\$1,492,035	\$1,505,865	\$1,622,882	\$1,697,758	\$1,723,082

2049	2050	2051	2052	2053	2054
\$1,723,082	\$1,842,054	\$1,928,344	\$2,039,118	\$56,199	\$103,866
\$103,000	\$103,000	\$103,000	\$103,000	\$103,000	\$103,000
\$0	\$0	\$0	\$0	\$15,000	\$0
\$0	\$0	\$0	\$0	\$7,500	\$0
\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$6,700
\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$20,000	\$0	\$0
\$0	\$0	\$0	\$5,000	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$11,550	\$0
\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$12,000	\$0
\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$10,000	\$0
\$0	\$0	\$10,000	\$0	\$0	\$0
\$0	\$33,600	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$235,000
\$0	\$0	\$0	\$2,070,306	\$0	\$0
\$15,971	\$16,891	\$17,774	\$9,387	\$717	\$311
\$1,842,054	\$1,928,344	\$2,039,118	\$56,199	\$103,866	(\$34,524)



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

**Frequently Asked Questions and
Answers Sheet (FAQ&A) or Disclosure Florida statute 718.504.
Creekside Preserve Condominium Association**

**FREQUENTLY ASKED QUESTIONS AND ANSWERS SHEET
Creekside Preserve Condominium Association / as of 2024.01.01**

Q: What are my voting rights in the condominium association?

A: *Each Unit owner is entitled to one vote per Unit.*

Q: What restrictions exist in the condominium documents on my right to use my unit?

A: *Units are to be used only as residences and for no other purpose.*

Q: What restrictions exist in the condominium document on the leasing of my unit?

A: All leases must be submitted in writing and be approved by the Association. Units may not be leased for a period less than thirty (30) days or more than 4 times in a calendar year.

A: Units cannot be leased for a period of one (1) year from the closing date.

Q: How much are my assessments to the condominium association for my unit type and when are they due?

A: *Assessments are issued quarterly and due on the 1st day of the month (Jan, Apr, Jul, and Oct). As of 2024.01.01 the assessment amount is \$1,480.00 quarterly or \$5,920.00 annually.*

Q: Do I have to be a member in any other association? If so, what is the name of the association and what are my voting rights in this association? Also, how much are my assessments?

A: *No*

Q: Am I required to pay rent or land use fees for recreational or other commonly used facilities? If so, how much am I obligated to pay annually?

A: *No*

Q: Is the condominium association or other mandatory membership association involved in any court cases in which it may face liability in excess of \$100,000? If so, identify each such case.

A: *No*

Q: Can I install a doorbell camera and/or an outside surveillance camera?

A: *Yes, but they will require approval. Please reference the "Policy - Surveillance Cameras / Doorbell Cameras".*

Note: THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. PROSPECTIVE PURCHASERS SHOULD REFER TO ALL REFERENCES, EXHIBITS HERETO, THE SALES CONTRACT AND THE CONDOMINIUM DOCUMENTS.



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**Creekside Preserve Condominium Association
Gate Directory & Device Registration**

Please complete this form after sale closing or upon move-in and submit to Pegasus Property Management

Resident Name: _____

Property Address: _____

(Include Unit Number)

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

Please list how you want your name(s) displayed in the Gate Directory – this will be seen on the vehicle gate access screen.

Directory Entry 1 (Last Name, First Initial)

Phone # Associated with Entry 1

Directory Entry 2 (Last Name, First Initial)

Phone # Associated with Entry 2

Provide "ID" identification number(s) on Fobs (clickers) and Access Cards to transfer from prior resident (see attached information on locating the ID number of the devices):

Gate Fob 1#: _____

Pool Access Card 1 #: _____

Gate Fob 2#: _____

Pool Access Card 2 #: _____

Gate Fob 3#: _____

Pool Access Card 3 #: _____

Gate Fob 4#: _____

Pool Access Card 4 #: _____

Pool Access Card: The white access card for the Clubhouse/Pool/Fitness Center can also be used for access through the Main Vehicle Drive-In Gate.)

PLEASE NOTE, THIS FORM IS FOR TRANSFERRING FOBS & ACCESS CARDS FROM THE PREVIOUS RESIDENT TO THE NEW RESIDENT. IF YOU NEED REPLACEMENTS OR ADDITIONAL FOBS AND/OR ACCESS CARDS PLEASE CONTACT THE MANAGEMENT COMPANY.

Office Use Only:

Updates sent to Gate Maintenance By: _____ Date: _____

Access Card:



Access Card Number

Keyfobs:

Keyfob Number



-OR-

Operating Instructions for Visitor Phone Entry Unit

a. Guest Instructions

Your name and/or phone number have been programmed into the telephone entry system under a specific DIRECTORY CODE. This directory code can be from 1 to 4 digits long depending on the needs of the application. When a guest comes to visit you, they will look up your name in the directory. Your DIRECTORY CODE will be shown to the right of your name. Your guest will enter this code on the system keypad that will cause the system to place a call to your home. (If your guest already knows your directory code, they can simply enter the code on the keypad without having to look up your name). Instructions on the telephone entry systems guide guest usage of the system and how to locate and call the resident that they wish to visit. The systems utilize A and Z scroll buttons that a guest will use to locate the resident that they are wishing to visit. Pushing the A button will cause the resident directory to scroll up while pushing the Z button causes the resident directory to scroll down. Holding these buttons down will cause the system to scroll or page through the resident directory rapidly through the alphabetical listing of all residents.

When the desired resident's name is displayed on the page, the A and X buttons are used to move the PUSH CALL cursor up and down. When the PUSH CALL cursor is flashing on the desired resident's name, the guest can then press the CALL button and the system will connect to the resident's telephone. The guest may also enter the directory code on the system keypad to place the call. If the resident's line is busy, the system will emit a busy signal. If this happens, the guest can press the # key or the CALL button to hang up and then try again. Residents can avoid missing calls (and guests) from the telephone entry system by ordering call waiting from the local telephone company.

b. Resident Instructions

Resident control of the door or gate that the telephone entry system controls is limited to opening the door or gate in response to a call from a guest.

c. Responding to a Guest Call

When communication is established, the resident has the option of opening the door(s) or gate(s) by pressing the number "5" key/button on their touchtone telephone, or they can deny access to the guest by pressing the "#" key on their telephone. If access is granted, the resident will hear a confirmation tone in their handset indicating that the door or gate has opened followed by the system automatically hanging up.

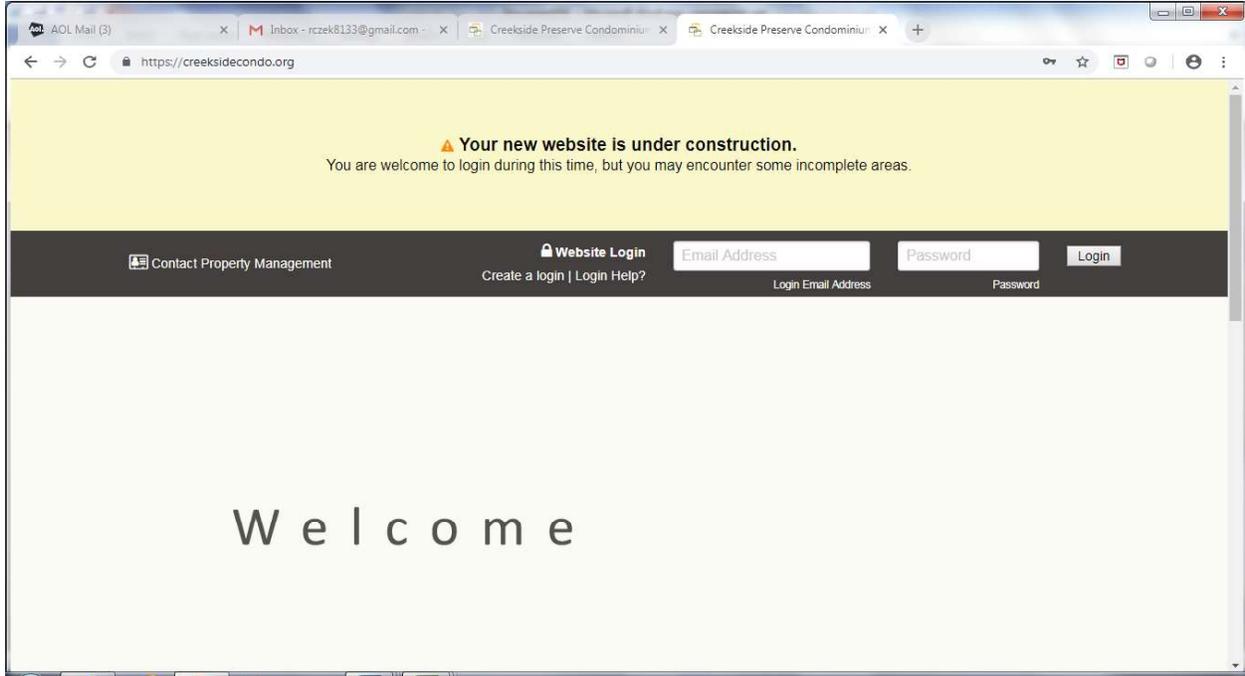
Residents should always press the # key on their telephone if they wish to deny a guest access. If the resident hangs up to deny access instead of pressing the "#" key, the telephone entry system will remain on line until its programmed talk time expires or until it detects dial tone.

Some newer type telephones emit a short tone rather than a continuous tone when their keys are pressed. This may cause the telephone entry system to not respond to the pressing of the phone keys. If this happens, simply press the key twice in rapid succession to open the door or gate. If a resident is using a rotary dial telephone, they will grant access to their guest by dialing "5". To deny access, residents with rotary phones must simply hang up.

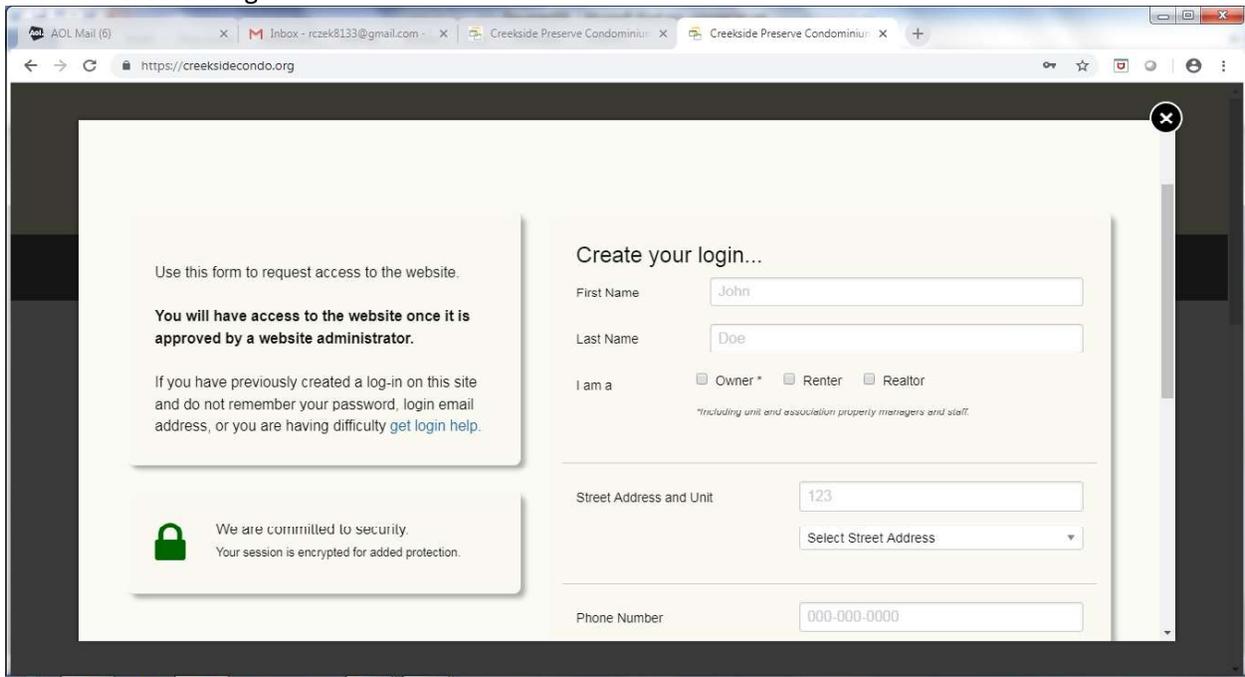
Please Note: If the phone isn't ringing or it is going straight to voice mail that is not a gate issue, that is a provider issue or a signal issue.

Welcome to the Creekside Reserve Condo Website – the following instructions will assist you in the logon for the first time and the registration process.

Please go to our website www.creeksidecondo.org you should see the initial logon screen:



Click on “Create a login”



Enter your first and last name and click on “Owner”
Please enter your unit number – for Pegasus Management it will be zero (0)

Select your Building Address from the drop down.
(Scroll down to the bottom of the list – the address for Pegasus Management is “staff”

Enter your phone number

The screenshot shows a web browser window with the URL <https://creeksidecondo.org>. The page displays a registration form with the following elements:

- Format: ### ### ####
- Email Address:
- Re-enter Email Address:
- Email Preference: All Urgent Only None
- Preference applies only to messages sent from this website.
- Make my **email address** available in the Resident Directory.
- Make my **phone number** available in the Resident Directory.
- You can modify your selections later if you change your mind.
- Choose a Unique Password:
- By submitting login request, you agree to our [Terms of use and Privacy Policy](#).
-

Enter your email address – and select your email preference. At this point I would suggest “ALL”
We will be setting up all of you into a Pegasus Management Group. Meaning, that you will all get emailed when a “Service Request” is submitted. – This will change when we apply your link to RMS

There is no need for you to make your email or phone number available.

I will setup some training with the software company once you all have registered.

Finally choose a unique password and submit login request.

Your request will be reviewed for accuracy and once confirmed you will receive an email confirming your registration and you will be able to access the site.

SCHEDULE "RR"

Rules and Regulations

Creekside Preserve Condominium Association

Amended & Approved 2022.12.14

Rev 4.2

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
2022/10/19**

(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 through 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. Halloween decorations are allowed but cannot be put up earlier than October 1st and shall be totally removed by November 15th. Decorations cannot be attached using any item that requires drilling or nailing into the exterior structure or any trees.
 - n. Any toxic liquid, oil-based liquid or chemicals cannot be put into the storm drains as it flows directly into the lake
 - o. 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.
 - p. No flammable, combustible or explosive fluids, chemicals or other substances shall be kept in any Unit or on the Common Areas.
 - q. 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.
 - r. Any type of Contractor or Service work performed including but not limited to 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.
 - s. 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.
 - t. No lanai shall be cleaned in such a manner as to cause water or debris to drain from said lanai to other lanai below.
 - u. 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). 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 1st and November 30th 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 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 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) Glass containers such as plates, serving dishes and wine or liquor bottles are allowed. These can only be used within the Clubhouse and not be used on any paver area/location. This includes the outdoor covered pavilion or anywhere around the pool area. Beer in bottles is not allowed within the Clubhouse or anywhere within the pool area.
- 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 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.