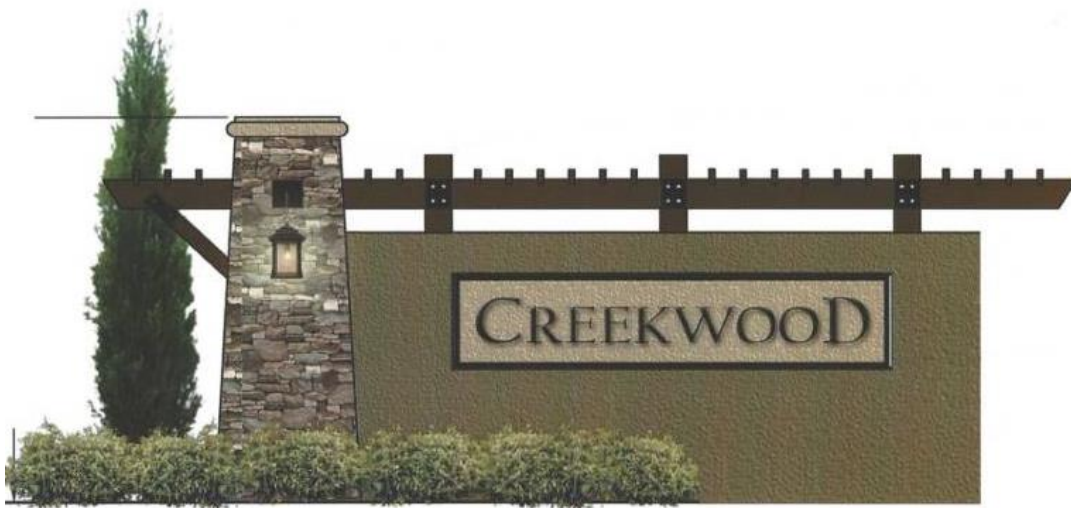


Creekwood Townhome Association, Inc.



Book of Standards FOR Community Living

Adopted December 1, 2015

**CREEKWOOD TOWNHOME ASSOCIATION, INC.
BOOK OF STANDARDS FOR COMMUNITY LIVING**

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DEFINITIONS

Association – Creekwood Townhome Association, Inc., a not-for-profit corporation created under Florida Statute. Referred to in this document as Creekwood.

Board – The Board of Directors of the Creekwood Townhome Association, Inc.

Declarant –The Declarant creates the community documents thus “declaring” that the community is being developed with specific covenants and restrictions that will be placed upon all of the lots within the development. The term Declarant is often used interchangeably with the term Developer; however, the Developer and the Declarant are not always the same entity.

Developer – The Developer constructed, improved and installed certain infrastructure and related improvements in Creekwood .

Governing Documents – Collectively the Community Declaration for Creekwood Townhomes (a.k.a. Declaration or CCR’s), The Articles of Incorporation of Creekwood Townhomes Community Association (a.k.a. Articles), the By-laws of the Creekwood Townhomes Community Association (a.k.a. By-laws) and any Supplements or Amendments thereto as recorded in the official public records of Manatee County, Florida, the Book of Standards for Community Living and any guidelines, standards, rules and regulations as may be adopted by the Board of Directors from time to time.

Home – A residential townhome and its accessories.

Homesite – Any lot that has a dwelling constructed upon it.

Landscape Bed - Bed around the perimeter of the house and/or an island within the lawn. The beds typically contain shrubs, trees, and flowers.

Lot - The term of “lot” applies to property with or without a dwelling.

Management – Members of the Board of Directors and representatives of a management company contracted by the Board for management services.

Member – Any owner of a home within the community of Creekwood .

Owner – A person or persons who have legal title to a lot within Creekwood . This term can be used inter-changeably with the term Member.

Recreational Facilities – Includes the swimming pool, cabana, activity room and parks.

SWFWMD - Southwest Florida Water Management District commonly referred to as “Swiftmud”.

Transition – An event that occurs 90 days after 90% of the Homes within Creekwood have been transferred to a third party. At the time that 50% of the Homes within Creekwood have been transferred to a third party, one Member will be elected by the membership to serve on the Board of Directors. At transition, all remaining Board

members appointed by the Developer will resign and the Members will elect new Board members who must all be Owners of a home within Creekwood.

Unit – used interchangeable with the term Home – refers to one residential home within a building of four to six townhomes.

Word “may” – Typically used in the phrase “may be” and means optional.

Word “shall” – Typically used in the phrase “shall be” and means mandatory.

Word “should” – Typically used in the phrase “should be” and means recommended.

Creekwood Townhome Association, Inc.

Book Of Standards For Community Living

THE ASSOCIATION

Introduction

The community of Creekwood is a townhome community that will be comprised of 112 Homes. As Declarant M/I Homes subjected Creekwood to the covenants, conditions and restrictions contained in the Declaration.

Creekwood is envisioned to be a small intimate community where residents can live and play in harmony with others. In order to preserve, protect and enhance the property values of those who purchase homes within the community of Creekwood, the Creekwood Townhome Association (Association) was created. All Owners of property within the Creekwood community are Members of the Association. This Membership includes certain mandatory obligations, financial responsibilities and a commitment to abide by the deed (use) restrictions and rules of the Association.

The purpose of this Book of Standards is to provide an explanation of the Association's Governing Documents and to give the Members an overview of how the Association functions in an easily understood format. This book will review the rights and obligations of Members and leaders of the Association and present a compilation of the Association's adopted community standards, policies, rules and regulations.

Mission of the Creekwood Townhome Association

- To maintain, protect and enhance the value of the homes and common property within Creekwood.
- To foster a sense of community among the Members.
- To pursue excellence in all that the Association does.
- To build a community that is based upon principles, values and respect for one another.
- To record and manage this vision through a system of governance that respects this perspective.

The Governing Documents

Anyone who purchases a home in Creekwood should receive a copy of the of the Community Declaration for Creekwood (herein referred to as "Declaration" or "CCR's"), The Articles of Incorporation ("Articles"), The By-laws ("By-laws") and all amendments that may have been made to each of these documents. All of these documents have been recorded in the public records of Manatee County. If you did not receive these documents, notify your title company and request that they provide them to you as required by Florida Statute. Copies may be obtained from the management

company; however, you may be charged a copy fee for the document package. Documents may also be viewed and/or downloaded from the Manatee County Clerk of Court web site. Following is an overview of the governing documents specific to the Creekwood Townhome Association:

<p>Chapter 720 Florida Statutes Homeowners' Associations</p>	<p>Chapter 720 of the Florida Statutes regulates Homeowners Associations like Creekwood and takes precedence over the Creekwood documents listed below. Anytime that there is a discrepancy between this statute and the Creekwood documents, the statute will prevail.</p>
<p>Community Declaration (a.k.a. Declaration of Covenants, Conditions and Restrictions; CCR's)</p>	<p>The CCR's are recorded in the public records of Manatee County. They establish a contract between the Association and the property owners and create obligations which are binding upon the Association and all present and future owners of property within Creekwood. The CCR's contain the plan of development, the method of operation and the rights and responsibilities of the Association and the Owners of property within the Association.</p>
<p>Articles of Incorporation</p>	<p>Filed with the Florida Secretary of State and as an exhibit to the CCR's, the Articles establish the Association, as a not-for-profit corporation under Florida law.</p>
<p>By-laws</p>	<p>Details how the Association's internal affairs will be conducted. Included in this document are the requirements for noticing and conducting meetings, voting rights of Members, elections procedures, and job descriptions for officers and committees. This is recorded as an exhibit to the CCR's.</p>
<p>Amendments or Supplements</p>	<p>These are recorded at some point after the CCR's are recorded and may add land or impose additional obligations or restrictions on the property. Amendments may be made to the CCR's, Articles and By-laws by the Developer until such time as the Association is transitioned to homeowner control or they may later be amended by a vote of the Membership as outlined in the CCR's, Articles and By-laws.</p>
<p>Architectural Guidelines</p>	<p>The Creekwood CCR's require that standards and guidelines for improvements and modifications to the exterior of a home (including structures and landscaping) be developed. The Architectural Guidelines were created jointly by the Board of Directors and the Architectural Control Committee ("ACC"). It is not necessary that they be recorded in the public records of Manatee County and they can be amended by the Board of Directors at the recommendation of the ACC.</p>

Rules and Regulations	These are adopted by the Board of Directors to govern the use of property, activities and conduct. An example is Parking Rules. Rules and Regulations are not recorded in the public records of Manatee County.
Board Resolutions	Resolutions are adopted by the Board of Directors to establish rules, policies, and procedures for internal governance and Association activities, and to regulate operation and use of Common Property.

The Board of Directors

The governing authority for the Association is the Board of Directors (“Board”). Currently, there are three Members of the Board and all are appointed by the Developer. At the time that 50% of the total number of Homes that can be built within Creekwood have been conveyed to someone other than a builder, one Member will be elected to the Board. Within ninety (90) days after 90% of the total number of Homes have been conveyed, control of the Association will be transitioned to the Owners and all members of the board will be elected from the membership. Florida Statute allows the Developer to elect one member to the Board until such time as 95% of all units have been conveyed after which time, all Board positions will be held by Members of the Association.

The Board of Directors is responsible for the administration of the Association. They have the authority to make and amend rules, adopt policy, adopt budgets, assess and collect assessments, hire and fire personnel, appoint committees, purchase insurance and enter into contracts on behalf of the Association. The Board is also responsible for enforcing the CCR’s and all rules and policies of the Association. Board Members must act within the scope of their authority and perform their duties with care and diligence when acting for the community. The Board may delegate some duties to the community manager, an employee or to a committee but ultimately the Board is responsible for all decision making.

The Committees

The Board of Directors has the authority to create committees as it deems appropriate and to assign each committee with a specific task. Committees work in an advisory capacity to the Board. They do not have the authority to commit the Board to an expense or required action. Committee members are appointed by and serve at the pleasure of the Board. Committee members may be removed from their duties for failure to perform within the scope of the committee’s boundaries. Currently, Creekwood has no committees established. Committees that the Board plans to establish are listed in the table below with a description of their duties.

Architectural Control Committee (ACC)	This committee is responsible for reviewing all Architectural Modification Applications made by residents for improvements to the exterior of the Home or Lot. The committee also reviews Architectural Guidelines and recommends changes and/or additions to the Board for adoption.
Covenants Enforcement Committee (CEC)	This committee serves as a hearing tribunal for Member's who have been noticed for non-compliance of the Governing Documents. The purpose of this committee is to confirm or reject a fine or suspension levied by the Board.
Community Spirit Committee (Spirit)	The purpose of this committee is to foster a sense of community within Creekwood. This is accomplished through communications (i.e. newsletter, community website) and community wide events such as holiday parties, community garage sales, Community Beautification Day, block parties and contests. The committee also reviews safety issues within the community and makes recommendations to the Board.

Meetings

The Annual Membership meeting is held each year. A quorum of 10% of all Owners is required in order to conduct business. It's important that all Owners complete and mail in their proxy to the management company in order to be counted toward the quorum requirement. A proxy is a written instrument that allows you to be counted in attendance for the meeting and appoints another person to cast your vote on any voting matter presented to the Membership. Any Owner who sends in a proxy and then attends the meeting can request his proxy be returned thereby casting his own votes on all business matters. At a General Membership meeting, Members can make motions and cast votes on all business matters listed on the agenda.

Board of Directors meetings are conducted as needed. A majority of the Board Members must be present to constitute a quorum and to conduct business. Directors may attend meetings via telephone, real-time videoconferencing or similar real-time electronic or video communication. All Board meetings are open to the general Membership to attend; however, Members may not attend Board meetings via telephone, real-time videoconferencing, or similar real-time electronic or video communication.

Notice of all Board meetings must be given to Members forty-eight (48) hours in advance of the meeting. Any meeting at which the Board will adopt the budget, approve assessments or adopt rules regarding parcel (Lot) use requires a two week notification. All Board meetings are open to the general Membership to attend; however, motions and votes are made by the Board Members only. Members may speak to any agenda item during an open discussion period at the beginning of the meeting. If a Member has

a business item that they would like to be addressed by the Board, they may contact the management company to request that the item be placed on the agenda. Back up information about the requested agenda item should be made available to the Board Members prior to the meeting and the Member requesting the agenda item should be prepared to address the Board at the meeting.

Committee meetings may be held monthly or on an as needed basis. Members are encouraged to volunteer to serve on committees and are welcome to attend meetings.

Budget and Finances

The Board of Directors is responsible for creating and adopting the annual budget for the Association.

The management company oversees the accounting needs for the Association and prepares a financial report each month. Members may request a copy of the financial reports from the management company. As required by Florida Statutes, an annual compilation, review or audit of the financial statements of the Association is prepared by an accounting firm at the end of each year and provided to the Membership.

The Board is tasked with levying an assessment on each Owner based upon that Owner's fair share of the anticipated budgetary needs for the coming year. The budget is divided into the expense categories of administrative, grounds maintenance, utilities, and reserves, if applicable. Administrative expenses include the cost of management, legal and accounting services, office expenses (i.e. printing of newsletters, postage, costs associated with leasing a space to conduct meetings) and insurance. Insurance policies in place for the Association include Property and Casualty, General Liability, Worker's Compensation, and Directors and Officers Liability. The grounds maintenance category includes such items as landscape maintenance, pond maintenance, annuals, mulch, street maintenance, and costs associated with maintaining the recreational facilities, the gate access system, the common area walls, fences and signs. Utilities category includes any expenditure associated with the cost of electricity, sewer and water.

The Board is responsible for the collection of each Owner's assessments. A collection policy has been adopted by the Board and is published in the Policies, Rules and Regulations section of this Book of Standards.

Managing the Association

As noted above, the Board is responsible for all decision making for the Association but can delegate some duties to others. A community management company has been contracted by the Board to assist in implementing the decisions made by the Board. The management company has assigned a community manager to Creekwood. In Florida, community managers are required to have a CAM license that is issued by the Department of Business and Professional Regulations and to attend continuing education courses related to community management on an annual basis.

The manager reports to the President of the Board. The community manager is responsible for overseeing the day to day business of the Association and for implementing the decisions made by the Board. The community manager will work to assist all residents of Creekwood with their Association related questions and business; however, the community manager takes direction only from the President of the Board.

Records Request

The management company is the keeper of the Association's records. Copies of official records as outlined in Florida Statute 720 which regulates Homeowners Associations can be requested from the management company. Per Florida Statutes, the request must be made in writing via certified mail. The management company is required to respond to the request within a ten (10) working day period after receipt of the request. The management company will arrange an appointment for the Owner to come to its office and review the requested records. There will be a fee for any copies requested. The Records Request Policy is found in the Policy section of this Book and a Request Form can be found in the Forms section.

Association vs. Owner Responsibility for Maintenance

The Creekwood Townhome Association was formed under Florida Statute 720 as a homeowner's association. Each Owner of a town home has purchased that Home "fee simple", meaning that they own the building and the ground within the boundaries of the Lot – just as if it were a single family "unattached" home. Since townhomes are attached to other units, they share the roof and at least one common wall with another unit. Because of this building arrangement, special maintenance issues that are shared by more than one Owner exist. In order to maintain uniformity in the maintenance of the building and landscaping, the CCR's address specific maintenance issues and assign responsibility. Below is a synopsis of the responsibilities assigned to the Creekwood Townhome Association and those maintenance items that are not assigned to the Association but are the responsibility of the individual homeowner. This is a synopsis only and is not represented to be a complete itemization of responsibilities. Homeowners are urged to read the CCR's for a complete understanding of the assignment of responsibilities.

ASSOCIATION RESPONSIBILITY:

- Maintain/repair/replace all common areas and improvements
- Maintain/repair/replace all paved common areas and common area sidewalks
- Maintain/repair/replace roofs of buildings (except in case of owner negligence)
- Paint all buildings (with exception of areas within a screened enclosure)
- Power cleaning of outside walls of buildings, sidewalks and gutters on an as needed basis (with exception of areas within a screened enclosure)
- Perimeter fences, columns, access gates
- Landscape maintenance to include mowing, edging, trimming, pruning, fertilizing, etc. of all common areas and individual lots

- Landscape replacement of sod, plants, trees, etc. in all common areas and on individual Lots (with exception of Owner enhancements to landscape beds)
- Irrigation system on common areas and individual Lots
- Termite and Pest Control Program
- Surface water management system
- Retaining walls (Note: Retaining walls are constructed to hold earth in place and to prevent the erosion of an embankment.)
- Sidewalks in the right-of-way – (except in case of Owner negligence)
- Insurance on common property

HOMEOWNER RESPONSIBILITY:

- Divider fences between Units
- Modified landscaping within Lot
- Garage doors
- Exterior lights and electrical fixtures
- Drainage system on Lot if compromised by the Owner
- Windows, screens, doors and sliding glass doors
- Screen enclosures
- Cleaning and painting of the area within a screen enclosure
- Ensuring the exterior of home is caulked and secure from water intrusion (inclusive of stucco cracks, windows, doors, etc.)
- Painting of exterior area and/or elevation where repairs or ACC approved changes are made.
- Patio
- Party walls as described in the CCR's
- Air conditioner equipment
- Sidewalks (often called lead walks because they lead to the house) on the Lot that are not within the street right-of-way.
- Driveway maintenance, repair and replacement
- Installation, removal and storage of hurricane shutters
- Insurance on dwelling and property (current Certificate of Insurance **MUST** always be on file with the Association)
- Any changes that have been made to the exterior by the Owner. Owner **MUST** have ACC approval for **ALL** exterior modifications (includes addition of plants to planter beds) to Home and Lot

Insurance

The Association is responsible for insuring the common areas only. Each Owner must purchase Homeowner's Insurance in an amount to cover the cost of reconstruction of the Home in case of damage to the Home. On an annual basis or upon request by the Association, the Owner will provide a Certificate of Insurance to the Association's managing agent. Failure to provide a Certificate of Insurance within thirty (30) days of request by the Association will be considered a non-compliance matter and Owner may be fined per the Covenant's Enforcement Policy (see Policy section of this document).

From Good to Great

Community Associations Institute is a national organization for professionals and volunteers who work with community associations. Their brochure “From Good to Great” is printed on the next few pages. Contents include The Rights and Responsibilities for Better Communities (lists the rights and responsibilities for both Members and the governing body), Community Governance Guidelines and Model Code of Ethics for Board Members.

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From Good to Great

EVERY COMMUNITY has its own history, personality, attributes and challenges, but all associations share common characteristics and core principles. Good associations preserve the character of their communities, protect property values and meet the established expectations of homeowners. Great associations also cultivate a true sense of community, promote active homeowner involvement and create a culture of informed consensus. The ideas and guidance conveyed in this brochure speak to these core values and can, with commitment, inspire effective, enlightened leadership and responsible, engaged citizenship.

RIGHTS AND RESPONSIBILITIES

Perhaps the greatest achievement for any association is creating and sustaining a sense of community among residents and leaders. This goal is best achieved when homeowners, non-owner residents and association leaders recognize and embrace their rights and responsibilities. It was with this goal in mind that CAI developed Rights and Responsibilities for Better Communities. These principles can serve as an important guidepost for board and committee members, community managers, homeowners and non-owner residents.

Rights and Responsibilities for Better Communities Principles for Homeowners and Community Leaders

Homeowners have the right to:

1. A responsive and competent community association.
2. Honest, fair and respectful treatment by community leaders and managers.
3. Participate in governing the community association by attending meetings, serving on committees and standing for election.
4. Access appropriate association books and records.
5. Prudent expenditure of fees and other assessments.
6. Live in a community where the property is maintained according to established standards.
7. Fair treatment regarding financial and other association obligations, including the opportunity to discuss payment plans and options with the association before foreclosure is initiated.
8. Receive all documents that address rules and regulations governing the community association—if not prior to purchase and settlement by a real estate agent or attorney, then upon joining the community.
9. Appeal to appropriate community leaders those decisions affecting non-routine financial responsibilities or property rights.

Homeowners have the responsibility to:

1. Read and comply with the governing documents of the community.
2. Maintain their property according to established standards.
3. Treat association leaders honestly and with respect.
4. Vote in community elections and on other issues.
5. Pay association assessments and charges on time.
6. Contact association leaders or managers, if necessary, to discuss financial obligations and alternative payment arrangements.
7. Request reconsideration of material decisions that personally affect them.
8. Provide current contact information to association leaders or managers to help ensure they receive information from the community.
9. Ensure that those who reside on their property (e.g., tenants, relatives and friends) adhere to all rules and regulations.



Community leaders have the right to:

1. Expect owners and non-owner residents to meet their financial obligations to the community.
2. Expect residents to know and comply with the rules and regulations of the community and to stay informed by reading materials provided by the association.
3. Respectful and honest treatment from residents.
4. Conduct meetings in a positive and constructive atmosphere.
5. Receive support and constructive input from owners and non-owner residents.
6. Personal privacy at home and during leisure time in the community.
7. Take advantage of educational opportunities (e.g., publications, training workshops) that are directly related to their responsibilities and as approved by the association.

Community leaders have the responsibility to:

1. Fulfill their fiduciary duties to the community and exercise discretion in a manner they reasonably believe to be in the best interests of the community.
2. Exercise sound business judgment and follow established management practices.
3. Balance the needs and obligations of the community as a whole with those of individual homeowners and residents.
4. Understand the association's governing documents, become educated with respect to applicable state and local laws and manage the community association accordingly.
5. Establish committees or use other methods to obtain input from owners and non-owner residents.

6. Conduct open, fair and well-publicized elections.
7. Welcome and educate new members of the community—owners and non-owner residents alike.
8. Encourage input from residents on issues affecting them personally and the community as a whole.
9. Encourage events that foster neighborliness and a sense of community.
10. Conduct business in a transparent manner when feasible and appropriate.
11. Allow homeowners access to appropriate community records when requested.
12. Collect all monies due from owners and non-owner residents.
13. Devise appropriate and reasonable arrangements, when needed and as feasible, to facilitate the ability of individual homeowners to meet their financial obligations to the community.
14. Provide a process residents can use to appeal decisions affecting their non-routine financial responsibilities or property rights—where permitted by law and the association's governing documents.
15. Initiate foreclosure proceedings only as a measure of last resort.
16. Make covenants, conditions and restrictions as understandable as possible, adding clarifying "lay" language or supplementary materials when drafting or revising the documents.
17. Provide complete and timely disclosure of personal and financial conflicts of interest related to the actions of community leaders, e.g., officers, the board and committees. (Community associations may want to develop a code of ethics.)





GOVERNANCE GUIDELINES

CAI developed the Community Association Governance Guidelines to help community association boards govern fairly, responsibly and successfully. Embracing these 12 basic principles can help any association board increase harmony, reduce conflict and build a stronger, more successful community.

Community Association Governance Guidelines

1. **Annual meetings.** Conduct at least one membership meeting annually, providing at least two weeks notice to homeowners and more than two weeks if specified in the governing documents or dictated by state statute.
2. **Assessments.** Collect assessments and other fees from homeowners in a timely and equitable manner and in accordance with state statutes and board-approved procedures.
3. **Communication.** Provide at least one form of regular communication with residents, and use it to report substantive actions taken by the board.
4. **Conflicts of interest.** Disclose all personal and financial conflicts of interest before assuming a board position and, once on the board, before participating in any board decisions.
5. **Elections.** Hold fair and open elections in strict conformance with governing documents, giving all candidates an equal opportunity to express their views and permitting each candidate to have a representative observe the vote-counting process.
6. **Financial transparency.** Share critical information and rationale with residents about budgets, reserve funding, special assessments and other issues that could impact their financial obligations to the association. Give members an opportunity—before final decisions are made—to ask questions of a representative who is fully familiar with these financial issues.
7. **Foreclosure.** Initiate lien and foreclosure proceedings only as a last step in a well-defined debt-collection procedure—and only after other, less-disruptive measures have failed to resolve a serious delinquency issue in a specified period of time.
8. **Governance and the law.** Govern and manage the community in accordance with all applicable laws and regulations. Conduct reviews of governing documents to ensure legal compliance and to determine whether amendments are necessary.
9. **Grievances and appeals.** Allow residents to bring grievances before the board or a board-appointed committee and follow well-publicized procedures that give residents the opportunity to correct violations before imposing fines or other sanctions.
10. **Records.** Allow homeowners reasonable access to appropriate community records, including annual budgets and board meeting minutes.
11. **Reserve funding.** Account for anticipated long-term expenditures as part of the annual budget-development process, commissioning a reserve study when professional expertise is warranted.
12. **Rules.** Uniformly enforce all rules, including architectural guidelines, but only after seeking compliance on a voluntary basis. Distribute proposals for new rules and guidelines to all homeowners and non-owner residents. Advise them when the board will consider new rules and encourage input. Once adopted, new rules and effective dates should be distributed to every owner and resident.

Note: Laws governing common-interest communities vary considerably from state to state. Association boards should consult with attorneys to ensure their association is governed in accordance with all federal, state and local laws and regulations.



MODEL CODE OF ETHICS

CAI developed the Model Code of Ethics for Community Association Board Members to encourage the thoughtful consideration of ethical standards for community leaders. The model code is not meant to address every potential ethical dilemma but is offered as a basic framework that can be modified and adopted by any common-interest community.

Model Code of Ethics for Community Association Board Members

Board members should:

1. Strive at all times to serve the best interests of the association as a whole regardless of their personal interests.
2. Use sound judgment to make the best possible business decisions for the association, taking into consideration all available information, circumstances and resources.
3. Act within the boundaries of their authority as defined by law and the governing documents of the association.
4. Provide opportunities for residents to comment on decisions facing the association.
5. Perform their duties without bias for or against any individual or group of owners or non-owner residents.
6. Disclose personal or professional relationships with any company or individual who has or is seeking to have a business relationship with the association.
7. Conduct open, fair and well-publicized elections.
8. Always speak with one voice, supporting all duly adopted board decisions—even if the board member was in the minority regarding actions that may not have obtained unanimous consent.

Board members should not:

1. Reveal confidential information provided by contractors or share information with those bidding for association contracts unless specifically authorized by the board.
2. Make unauthorized promises to a contractor or bidder.
3. Advocate or support any action or activity that violates a law or regulatory requirement.
4. Use their positions or decision-making authority for personal gain or to seek advantage over another owner or non-owner resident.
5. Spend unauthorized association funds for their own personal use or benefit.
6. Accept any gifts—directly or indirectly—from owners, residents, contractors or suppliers.
7. Misrepresent known facts in any issue involving association business.
8. Divulge personal information about any association owner, resident or employee that was obtained in the performance of board duties.
9. Make personal attacks on colleagues, staff or residents.
10. Harass, threaten or attempt through any means to control or instill fear in any board member, owner, resident, employee or contractor.
11. Reveal to any owner, resident or other third party the discussions, decisions and comments made at any meeting of the board properly closed or held in executive session.

CAI provides learning opportunities for community managers, homeowner volunteer leaders, association residents and service providers. Visit www.caionline.org/education to learn more.

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COMMUNITY ASSOCIATION FUNDAMENTALS

1. Associations ensure that the collective rights and interests of homeowners are respected and preserved.
2. Associations are the most local form of representative democracy, with leaders elected by their neighbors to govern in the best interests of all residents.
3. Associations provide services and amenities to residents, protect property values and meet the established expectations of homeowners.
4. Associations succeed when they cultivate a true sense of community, active homeowner involvement and a culture of building consensus.
5. Association homeowners have the right to elect their community leaders and to use the democratic process to determine the policies that will protect their investments.
6. Association homeowners choose where to live and accept a contractual and ethical responsibility to abide by established policies and meet their financial obligations to the association.
7. Association leaders protect the community's financial health by using established management practices and sound business principles.
8. Association leaders have a legal and ethical obligation to adhere to the association's governing documents and abide by all applicable laws.
9. Association leaders seek an effective balance between the preferences of individual residents and the collective rights of homeowners.
10. Association leaders and residents should be reasonable, flexible and open to the possibility—and benefits—of compromise, especially when faced with divergent views.

ABOUT CAI

With more than 32,000 members dedicated to building better communities, CAI works in partnership with 60 domestic chapters, a chapter in South Africa and housing leaders in a number of other countries. In addition to providing information, education and resources to those involved in community association governance and management, CAI also advocates on behalf of common-interest communities before legislatures, regulatory bodies and the courts.

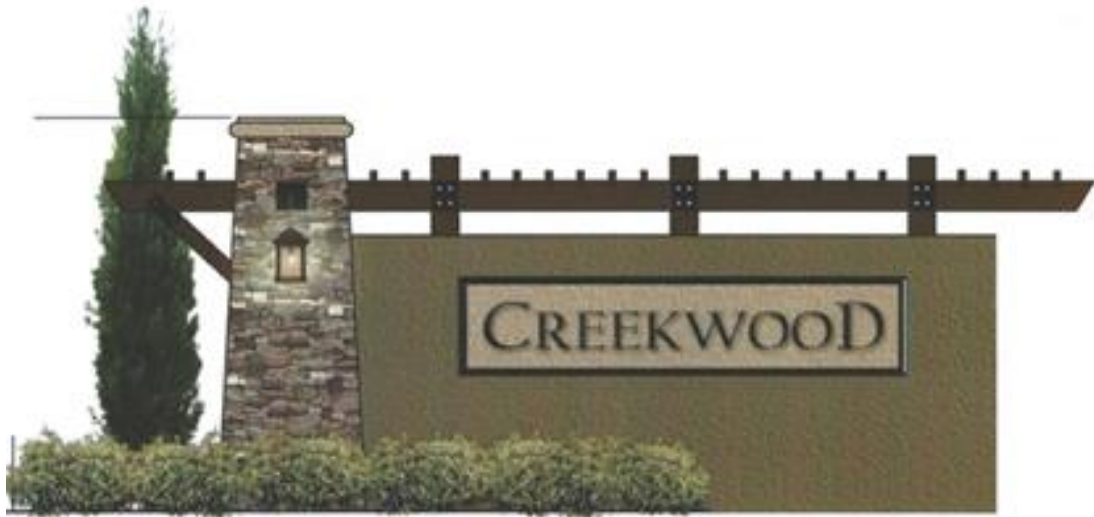
We believe homeowner and condominium associations should strive to exceed the expectations of their residents. Our mission is to inspire professionalism, effective leadership and responsible citizenship—ideals reflected in communities that are preferred places to call home.

Learn more at www.caionline.org/aboutcai, or start getting member benefits immediately by joining at www.caionline.org/join.



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Architectural Guidelines, Standards & Criteria

ARCHITECTURAL GUIDELINES, STANDARDS & CRITERIA

Creekwood was developed with the intent that Homes harmonize with each other and present a pleasing and consistent style. The concept of a town home community is to have exterior uniformity in buildings and landscaping. The following guidelines and standards have been designed to provide homeowners an opportunity to create an individual character for their home without changing the conceptual design of the community.

Introduction

The intent of the contents of this guide, as well as the existence of the Architectural Control Committee (ACC), is to provide the guidelines and design standards required for maintaining an aesthetically pleasing community. Adhering to these guidelines is beneficial for all involved in that they are meant to protect the investment of the homeowners, as well as portray a quality community of well-planned homes constructed with long lasting materials maintaining high construction standards.

In conjunction with the recorded Documents for Creekwood Townhome Association, these guidelines and design standards are binding on all parties having interest in any portion of Creekwood, and each homeowner is required to comply with the requirements as set forth. Any failure to comply with these requirements will be subject to remedies provided for in the recorded Documents.

The Architectural Guidelines, Standards & Criteria (Guidelines) provide an overall framework to allow the community to develop and progress in an orderly, cohesive and attractive manner, implementing planning concepts and philosophy which are required by regulatory agencies and desirable to residents. These Guidelines include minimum standards for the design, size, location, style, structure, materials, color, mode of architecture, mode of landscaping and relevant criteria for the construction or addition of improvements of any nature. They also establish a process for judicious review of proposed changes within the community.

These Guidelines have been adopted by the Board of Directors of the Creekwood Association pursuant to the Community Declaration. The Architectural Guidelines will be enforced by the Declarant during the Declarant Control Period as defined in the Declaration, and by the Architectural Control Committee established under Section 19 of the Declaration.

The architectural review process has been established to maintain the integrity of the architectural and design character of Creekwood. To this end, the Architectural Control Committee (ACC) will review all proposed additions, improvements or alterations on homes for conformity with the Architectural Guidelines. Section 19 of the Declaration sets forth provisions with respect to the review process, including possible delegation of certain review functions to a resident staffed Committee and the ultimate transfer of the review function to the Committee at the end of the Declarant Control Period. Until such transfer, any and all approval and denial rights rest with the Declarant and each such approval or denial will be in writing. In the event that certain reviewing functions are delegated to a resident staffed Committee, Declarant reserves the right during the Declarant Control Period to withhold approval even if granted by the Committee.

To the extent that any government ordinance, building code or regulation requires a more restrictive standard than that found in these Guidelines, the government standards shall prevail. To the extent that any government ordinance, building code or regulation is less restrictive than these Guidelines and any standards contained herein, or the Declaration, these Architectural Guidelines and the Declaration shall prevail.

Terms such as “good taste” and “sound design” are difficult to define and even more difficult to legislate. It is the intent of these Guidelines to encourage “good design” by showing examples of the desired result. Elements such as deed restrictions, appropriate attention to scale and/or proportion to the community should be considered with all requests.

Nothing contained in these Guidelines shall obligate any agency, governmental or otherwise, to approve plans submitted, nor shall the approval of the ACC be construed as meeting either the requirements of Manatee County or any governmental agency required for approval.

The ACC has the right to modify, revise, add, delete or make any changes to this manual by joint resolution with the Board of Directors.

Aspects and Objectives of Architectural Review

The Architectural Control Committee evaluates all properly completed Alteration applications. Decisions made by the ACC are not based on subjective elements, but on the following criteria:

Relation to the Natural Environment: To prevent the unnecessary removal, destruction or blighting of the natural landscape or of the existing man-made environment.

Conformance with Declaration and Architectural Guidelines: All applications are reviewed to confirm the project is in conformance with the Declaration and approved Site Standards.

Design Compatibility: Compatibility is defined as similarity in architectural style, quality of workmanship, and use of similar materials, colors and construction details.

Location and Impact on Neighborhood: The proposed alteration shall relate favorably to the landscape, the existing structure, the surrounding homes and the neighborhood as a whole.

Materials: Continuity is established by the use of the same materials and color palette as were used in the original construction.

Workmanship: The quality of work shall be equal to or better than the surrounding area.

Validity of Concept: The basic concept shall be sound and appropriate to its surroundings.

Non Liability for Approval of Plans

The Declaration (CCR's) Section 19.19 contains a disclaimer which relieves the Declarant, the Community Association and the Architectural Control Committee of liability or responsibility for the approval of plans and the specifications contained in any request by an Owner. Prior to submitting plans or information for review you should read and understand this disclaimer. Certain additions, alterations and renovations may void any existing warranties.

Alteration Application

General Information

1. A homeowner wishing to make an exterior change or modification to their dwelling, or lot shall apply for and receive written approval for such change or modification prior to start of the project.
2. Application is made by completing the Alteration Application Form.
3. A separate Alteration Application shall be submitted for each exterior change or modification.
4. Applications are available from the management company and can be found in the Forms section of this book.
5. The completed request, together with all applicable information, is submitted to the management company.
6. An Alteration Application is not considered complete until accompanied by all of the information necessary for the ACC to make an informed decision.
7. Incomplete applications will be "Rejected" and shall not be considered until resubmitted with the necessary information.
8. The ACC has up to 45 days from the date a properly completed Alteration Application is received by them to take action. Failure of the ACC to respond within 45 days deems the Alteration Application Disapproved.

Supporting Documents/Materials

1. Requests for any exterior modification of the home, must include:
 - a) copy of the stamped lot survey clearly depicting the location, size and measurements of the proposed change and the measurements to the lot boundary lines;
 - b) contractor drawings;
 - c) list of materials being used; and

- d) sample of materials being used if applicable.
- 2. Requests for exterior dwelling surfaces including painting, installation of pavers or tiles on screened enclosures, etc.:
 - a) copy of the stamped lot survey with a sketch of area(s) to be covered; and
 - b) sample of proposed material – paver, tile, paint chip.
- 3. Requests for landscaping:
 - a) copy of the stamped lot survey with a sketch or drawing showing location of landscaping project; and
 - b) list of names or types of planting(s) together with approximate location of each, show existing major landscaping and indicate measurements from property lines when landscape beds, etc.

The Review Process

General Information

- 1. The design and construction review process is a 4-step procedure: Initial Review, Submission of Plans, Construction Commencement and Inspection.
- 2. Thorough and timely submission of information as well as adherence to the Guidelines set forth in the process will prevent delays and minimize frustration of all parties involved.
- 3. Questions concerning interpretation of any matter set forth in the Guidelines should be directed to the ACC.

Initial Review – Step 1

- 1. It is required that a homeowner submit to the ACC an Alteration Application for the modification that is being requested, along with a set of plans if applicable.
- 2. Any and all Alteration Applications and submission of supporting documentation should be made by certified mail, return receipt requested. Facsimile or electronic submission with verification of transmittal will also be acceptable.
- 3. The information required for the review is as follows:
 - a) Alteration Application with a **detailed description** of the planned modification
 - b) Copy of final survey showing the surveyors stamp and the approximate location and dimensions of all improvements, including driveway,
 - c) Floor plans if applicable

- d) Exterior elevations (all sides) if applicable
 - e) Conceptual landscape plan if modification involves changes to the current landscape
 - f) Any other information, data, photos and drawings as may be reasonably requested by the ACC.
4. The ACC shall review the information and indicate its approval, disapproval, or recommendations for change to the plan.
 5. The ACC will review the accompanying documents within 45 days and return one set of plans to the Owner accompanied by a letter indicating the ACC's decision which shall be rendered in one (1) of the following three (3) forms:
 - a) **“Approved with Conditions”** – the document submitted is partially approved. The Owner may proceed with the work to be performed as modified, but must comply with any and all notations on the submittal, including the existing Architectural Guidelines.
 - b) **“Disapproved”** – the entire document submitted is not approved and no work may commence.
 - c) **“Rejected”** In some cases, additional information may be required in order to make an informed decision. Incomplete applications will be stamped “Rejected” and shall not be considered until resubmitted with all of the necessary information.
 6. **Any Alteration Application not approved within 45 days shall be deemed to be Disapproved.**
 7. No construction or structural improvement, no alteration or addition to any existing structure or site improvement shall be made on any property until the plans and specifications showing the proposed design, nature, type, shape, size, color, materials and location of same shall have been submitted to and shall have received final approval by the ACC.
 8. It is the ACC's goal to approve all requests in an expedient fashion.
 9. For the purpose of a rapid response it is required that each form is limited to one request. The more detail provided with the submittal, the quicker a response may be expected.
 10. In the case of an incomplete application or the request by the ACC for more information, the applicant will have 15 days to comply with the request. Failure to comply within the 15 days will result in the need for a new application to be submitted.

Submission of Plans to the Building Department – Step 2

1. Following the approval of Step 1, the Owner may submit their plans to the Building Department or the required agencies that have jurisdiction for the required permits that may be needed for the modification project. Changes required by the said agencies must be re-approved by the ACC.
2. **Manatee County Permits**
 - a) Manatee County requires permits for many types of work done, both inside and outside your house. For further information contact Manatee County at (941) 349 – 3047.
 - b) Approval for installation by the ACC of any project does not negate the homeowner's responsibility to comply with all terms and conditions of any municipal permit or existing codes required for the project, which the owner is responsible for obtaining.
 - c) In addition, permits are required to remove certain types and sizes of trees. A copy of the Manatee County tree permit is available at

<http://www.mymanatee.org/home/government/departments/natural-resources/environmental-protection/forestry-program/tree-removal-permit.html>

Construction Commencement – Step 3

1. Upon completion of Step 2, a copy of the building permit must be submitted to the ACC prior to the Owner beginning construction.
2. If the requested change does not require a building permit, all materials utilized in the improvement must be approved by the ACC before commencement.
3. Any modification to the original application for any reason must also be re-approved.
4. Property owner & his/her contractor are responsible for obtaining and complying with all building permits, building codes and setbacks.
5. Access to Common Areas:
 - a) All exterior changes and modifications shall be completed in a manner so that they do not materially damage the common areas of the Association or individual Homesites. Nor shall they in any way impair the integrity of the improvements on the property subject to maintenance by the Association.
 - b) No homeowner shall permit their contractor to access or otherwise cross the common areas, or another person's Homesite without receiving written permission in advance from the Board, an officer or the Community Manager. In the case of accessing another person's Homesite, written permission shall be obtained from the Owner.

c) Any contractor or installer, other than the record Titleholder of the Lot shall provide the Association with an insurance certificate listing the Association as a named insured prior to commencing work. Insurance shall meet the following minimum limits: Contractor's General Liability including completed operations: statutory minimum amount. Worker's Compensation: statutory minimum amounts. The Board may also establish these amounts.

d) Homeowners are responsible for any damages to the common areas and other Association property. Homeowner is responsible for restoring, re-grading, repairing and replacing any damaged grass or plants on this or any adjoining Homesites, caused by this construction.

e) Owners are responsible for all cleanup of any improvement project. All debris, sod, soil, construction trash etc. shall be removed from the lot and hauled to the proper waste sites within seven (7) days of the completion of the project.

f) All homeowners shall be held responsible for the acts of their employees, subcontractors and any other persons or parties involved in construction or alteration of the Homesite. The responsibilities include but are not limited to the following:

(1) Ensuring that the construction site, community properties and roadways are kept clean and free of all debris and waste materials, and that stockpiles of unused materials are kept in a neat and orderly fashion.

(2) Prohibiting the consumption of alcoholic beverages, illegal drugs or other intoxicants that could hamper the safety or well-being of other personnel on the site.

(3) Any contractor or installer, other than the record titleholder of the Lot, shall provide the Association with an insurance certificate listing the Association as a name insured prior to commencing work. Insurance shall meet the following minimum limits: Contractor's General Liability (including completed operations): statutory minimum amount. Worker's Compensation: statutory minimum amount. In the absence of statutory minimum amounts, these amounts may be established by the Board.

Final Inspection – Step 4

1. The ACC shall have the right to enter upon and inspect any property at any time before, during, or after the completion of work for which approval has been granted.

2. Upon completion of the improvement the Owner shall give notice to the ACC. At this time it will be reviewed for compliance with these Guidelines and the approved Alteration Application.
3. Owner shall make certain any damage to streets, curbs, drainage inlets, sidewalks, street signs, walls, community signage, landscaping, irrigation, etc. is repaired or the damage will be repaired by the Association and such costs will be charged to the Owner.
4. Application approvals are valid for a period of six (6) months and a new Alteration Application must be submitted after that time has elapsed if the approved project has not commenced.

Express Approval

The following items may be approved outside of the Committee meeting unless the Owner receives a notice of disapproval within ten (10) days after submitting the Alteration Application with all applicable documentation:

- Re-surface existing driveways and sidewalks in the identical color/material previously approved by the ACC.
- Replace existing screening with identical screening materials previously approved by the ACC.
- Replace existing exterior doors and garage doors with identical style exterior doors previously approved by the ACC.

All references in the paragraph to “identical” shall mean that such item shall be replaced with an item that is identical in all respects to the existing item (*i.e.*, the identical style, texture, size, color, type, etc.).

Change or Modifications Made Without Approval

Owners making changes in advance of receiving approval from the ACC will receive a letter from the Community Manager. Owner will have fifteen (15) days from receipt of the letter to submit a completed Alteration Application or remove the change. The Alteration Application is not considered complete unless it is accompanied by the applicable processing fees, materials list, final survey and all those required supporting documents listed on Pages 24 and 25.

Failure to comply with this request could result in monetary fines and legal action. All costs associated with gaining compliance shall be charged to the Owner’s account.

Reconstruction

In the event that a residential structure or any part thereof is destroyed by casualty or natural disaster, the Owner must notify the ACC and commence reconstruction within 30 days of receipt of insurance proceeds. The ACC will make

every effort to accommodate the Owner in the application process in order to repair or rebuild in a timely manner.

Sale of Property

Owners who offer their house for sale shall first advise the Community Manager and bring their house and property into full compliance with all provisions and requirements of the latest edition and revisions of these Guidelines. The Community Manager will issue a certificate of compliance. Non-compliance with this provision must be disclosed on the estoppel letter, which could result in a lower sales price or delay of closing.

Administrative Fees and Compensation

As a means of defraying its expense, the ACC may institute and require a reasonable filing fee to accompany the submission of plans and specifications. No additional fee shall be required for re-submissions. If special architectural or other professional review is required of any particular improvement, the applicant shall also be responsible for reimbursing the ACC for the cost of such review.

Appeals Process

In the event that the ACC disapproves any plans and specifications, the applicant may request a rehearing by the ACC for additional review of the disapproved plans and specifications. The meeting shall take place no later than 45 days after written request for such meeting is received by the ACC, unless applicant waives this time requirement in writing. The ACC shall make a final written decision no later than 45 days after such meeting. In the event the ACC fails to provide such written decision within 45 days, the plans and specifications shall be deemed disapproved.

Upon final disapproval by the ACC, the applicant may appeal the decision of the ACC to the Creekwood Board of Directors within 45 days of the ACC's written review and disapproval. Review by the Board shall take place no later than 45 days after receipt of the applicant's request for review. The Board shall make a final decision no later than 45 days after such meeting. In the event the Board fails to provide such written decision within 45 days after such meeting, such plans and specifications shall be deemed disapproved. If the Board fails to hold such a meeting within 45 days after receipt of the request for such meeting, then the plans and specifications shall be deemed approved. The decision of the ACC, or if appealed, the Board, shall be final and binding.

SITE IMPROVEMENT STANDARDS

NOTE: These Architectural Guidelines are supplemental Guidelines for the recorded Declaration for Creekwood. Additional requirements may be contained in the recorded documents. Applicants are encouraged to review the Covenants in addition to these Guidelines prior to submitting an Alteration Application.

Additions

1. Additions to the footprint of a building will not be permitted.

Air Conditioners

1. No air conditioners shall be mounted through a window, door or hung on a wall.
2. Replacement exterior air conditioner components shall be installed in the original equipment's location.

Antennae

1. All outside antennas, antenna poles, antenna masts, electronic devices, satellite dish antennas or antenna towers are subject to the approval of the ACC. Installation shall be in accordance with the 1996 and 1998 amendments to the Federal Telecommunications Act.
2. The ACC requires that all such items be screened from view and that the installation of the antenna comply with all applicable safety restrictions, including any restrictions as to location and height of antenna as imposed by applicable fire codes, electrical codes, zoning codes, and building codes.
3. All satellite dishes must be no more than thirty-six inches (36") in diameter.
4. Placement of the dish shall be as inconspicuous as possible and preferably not visible from the street.
5. All antennae and satellite dishes should be either ground mounted or mounted on the rear wall or sidewall of the house, below the roof line and no lower than 8 feet from the ground.
6. Satellite dishes that are ground mounted shall be installed at no greater distance than four (4) feet from the house and preferably in a screened area. If not located in a screened area, the mounting post shall be camouflaged with landscaping materials to lessen the visual impact of the dish.
7. It is respectfully requested that satellite dishes NOT be placed on top of roofs or the front of the home or Lot. Should you feel that your roof is the ONLY location that will give you proper reception, please contact the management company immediately and provide a copy of the proposed location and letter from installer stating why this is the necessary location

for installation. Owners are discouraged from mounting satellite dishes on top of roofs since this is a maintenance responsibility of the Association. *NOTE: Installation of a satellite dish on the roof may void builder's warranties and limit the Association's responsibilities for maintenance and repair. Owners may also be held responsible for any damages sustained by other Owners within in the building as a result of the installation.*

8. Wires must be securely attached to the dwelling and painted to match where attached. Any masts used to match the dish must be painted to match the surface it is mounted on.

9. Owners shall not permit their antennae and satellite dishes to fall into disrepair or to become a safety hazard, and shall be responsible for their maintenance, repair and replacement, and the correction of any safety hazard.

10. If antennae or satellite dishes become detached, Owners shall remove or repair such detachment within seventy-two (72) hours of the detachment. If the detachment threatens safety, the Association may remove the antennae or satellite dish at the expense of the owner, without prior notice.

11. Any damage caused to a Home by the installation of such equipment by an adjacent Owner shall be repaired at the sole cost of the Owner installing such equipment.

Architectural Character

1. The architectural design of any and all alterations and renovations to the exterior of any existing house shall strictly conform to the design of the original house in style, detailing, materials and color.

2. All materials used in maintenance, repair and alterations shall match those used by the Declarant or Builder as to color, composition, type, and method of attachment. The ACC may allow substitute materials if they deem these materials to be compatible with the theme of the community.

3. No alterations or renovations shall be permitted if it is determined to have a material adverse impact on neighboring properties and/or the community.

4. When any alterations or renovations are performed to an existing house, the established lot drainage shall not be altered. Any Owner or occupant who changes the existing grading or drainage shall be liable for all costs and expenses of repairing such changes, or any costs, liabilities, damages or causes of action arising out of such changes.

Awnings

1. No awnings (metal, fabric, wood, plastic or other materials) shall be permitted.

Barbecues/Smokers/Grills/Fire pits

1. Barbecue grills and smokers may be located or permitted upon the patio of a house. They may not be kept on a grassy area.
2. Built-in barbecue units and outdoor kitchens shall be located within the rear lanai area, and designed as an integral part of the house. Their location must be carefully planned to minimize smoke or odors affecting neighboring properties.
3. Fire pits will not be allowed.
4. Caution is urged for all users of grills and smokers. These items should be operated by adults or with adult supervision and used according to the instructions provided by the manufacturer.

Canopies

1. The installation of a canopy (fabric gazebo) will be allowed for parties only. It may be erected the day before the party and must be removed within twenty-four (24) hours after the party. An application must be submitted to the ACC prior to installation and the following criteria must be complied with:
 - a) Canopies may be installed only in the rear yard of a house or on the patio.
 - b) All safety installation instructions by the manufacturer of the product must be followed.
 - c) Dimensions may not exceed 8' x 10' x 10' (at peak height).
 - d) Canopy must be a solid neutral color such as white or tan. No bright colors or obvious stripes and patterns will be approved.
 - e) No other type of tent or canopy cover will be approved.

Car Covers

1. Car covers including tarps are not permitted.

Clotheslines

1. Clotheslines may be used on an enclosed patio or within a closed garage. They may not be visible from a street.
2. They shall be retractable or fold-away, displayed only when in use, and used for the shortest possible time to accomplish drying of the clothes.

Dog Homes, Kennels and Runs, Invisible Fences

1. Outside dog homes, kennels, runs and invisible fences will not be permitted.

2. Pet owners are responsible for assuring that their pets do not run free. Pet owners are liable for any damage to persons or property caused by their pets. Please review Pet Policy found on page 74 of this document.

Doors

1. Doors may be replaced with doors that are the same in style and composition as the original doors. Requests for replacement doors shall be submitted including pictures. Glass and leaded glass doors will not be approved.

Driveways and Entrances to Garage

1. All driveways and entrances to garages shall be concrete and of uniform quality.
2. No driveway extension shall be permitted beyond the external side lines of the garage. Following conditions will apply to all driveway expansions:
 - a. New concrete must closely match the existing concrete in color and texture. Surface shall be smooth and shall be installed by a professional contractor.
 - b. Ground must be leveled and compacted in a manner that will have the concrete, when installed, at the same height of the existing driveway and support the weight of a vehicle.
 - c. The landscape strips adjacent to the driveway contain irrigation and plants which are the Association's responsibility to maintain and replace; therefore, the Association requires that a minimum of two weeks notification be provided in order to schedule the relocation the irrigation and plants that may be affected by the project. Cost of having the additional service provided will be an Individual Assessment to the Owner as described in Section 17.2.5 of the Declaration.
3. A clear matte sealer may be used on concrete driveways; however, painting, stamped designs, pavers and tiles on walkway and driveway surfaces are not permitted.

Elevations (change in Facade) including reconstruction

1. Changes in the outside appearance of the façade will not be permitted.
2. All reconstruction including decorative design features and roofs shall be of the same or substantially similar material, colors, etc. as the original construction of the house.

Elevations (change in Grade)

1. No owner shall excavate or extract earth (dirt) from a Lot for any business or commercial purpose.
2. No elevation changes shall be permitted which materially affect surface grade of surrounding Lots.

Encroachment and Plantings on Common Grounds

1. No extension of the landscaping of Homesites will be permitted onto Association common grounds, including pond banks.
2. Residents shall not put trees, bushes, plantings, bird baths, lawn ornaments, planters, bird feeders, flower pots, picnic tables, furniture, fences, walks, hedge enclosures and other types of groupings on Association property.

Exterior Painting

1. Owners are permitted to touch up paint on the exterior of the home when necessitated by repairs. Paint colors are to be the same or substantially similar to the color originally painted. Painting of the whole surface of the area being touched up may be required if color of original paint has faded substantially.
2. The Association is responsible for painting the exterior of all buildings; however, should an Owner desire to paint their unit prior to the scheduled painting of their building, the following guidelines shall apply:
 - a) all costs for work and materials shall be that of the Owner;
 - b) paint colors are to be the same or substantially similar to the color originally painted; and
 - c) painting project must include an entire elevation of the Home (i.e. the entire side of the Home, etc.).
3. The ACC shall have final approval of all exterior color plans for Creekwood Townhomes.

Fences

1. One tan PVC fence panel may be installed between interior units. The design to be used is referred to as "Hollingsworth". The height will not exceed six feet (6') and the length may not exceed six feet (6').
2. The rear yard of a unit may not be enclosed with a fence.



Flags - Federal, State, Military

1. In accordance with Florida Statutes 720.304, any homeowner may display one portable, removable official flag not larger than 4 ½ feet by 6

feet, United States flag or one official flag of the State of Florida in a respectful manner, and one portable removable official flag not larger than 4½ feet by 6 feet, which represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard or a POW-MIA flag.

2. Flagpoles may be mounted to the house directly to the left or right of the front door or on the garage centered in the middle of the garage above the garage doors. Flagpoles attached to the house may not exceed 5 feet in length and may not obstruct pedestrian traffic.

3. When mounted on the house, flags must be flown on a pole in an outward fashion from the house. The American flag, state of Florida flag, Military Service or MIA flags which are no larger than 4½ feet by 6 feet, attached to the house in the above locations shall be permitted without ACC approval.

4. A free standing flag pole, not to exceed twenty feet (20') in height, may be installed in a location that does not interfere with the line of sight at an intersection, is not within an easement and does not present a hazard to drivers or pedestrians. The pole must be constructed of high pressure fiberglass or anodized aluminum and be bronze or black in color. The pole must be installed per the instructions provided with the pole, must be concreted into the ground and meet wind code speeds for Creekwood's geographic location. An alteration application must be submitted to the ACC showing the location of the installation, color and material composition of the flag pole and the wind speed specifications for the pole chosen.

5. The U. S. flag shall be flown in accordance with the requirements of the United States Flag Code. In no instance shall the flag be flown in violation of Section 720.304, Florida Statutes.

6. No other flag of any sort may be displayed along with the United States flag or in lieu thereof except for State of Florida, Military, and POW- MIA flags. They shall be no larger than the American flag nor shall they be flown above the American flag.

7. Flags shall be replaced if faded, tattered, or in poor condition

8. Flag poles and flag attachments will be kept in a clean and maintained condition.

Front Entryway

1. No front entryway shall be screened.

2. No front entryway shall be used for storage. All personal property of the residents shall be stored inside the Home. Shoes, sports equipment, bicycles, etc. may not be left in the entryway.

3. Wicker, wood, or wrought iron table and chairs are permitted in the entryway but must be sized appropriately for the space. Plastic stackable furniture is not permitted.

Garage

1. No garage shall be enclosed or converted into a living area and must at all times be used as a garage for car storage or storage of Owners personal property.
2. No screening is allowed, temporarily or permanently, on garage door openings.
3. Garage doors shall remain closed when the garage is not in use.
4. Replacement of garage doors shall meet current County codes at the time of replacement. The new door must match or coordinate with the style and color of the existing garage doors on the building.

Garbage and Trash - Screening of Containers and HVAC Equipment

1. All garbage cans and recycling containers shall be kept inside the garage except on the day of collection. Hint: Placing one or two plain charcoal briquettes inside the garbage container after each pick up day will cut down on odors and assist in controlling insects.
2. Garbage cans and recycling containers shall not be placed outside for pick up earlier than 7:00 PM the night before and empty containers shall be removed from sight the same day as pick up. All food refuse shall be placed in a covered receptacle to avoid attack from animals. Placing plastic bags at curbside is not acceptable.
3. Please do not place garbage and re-cycling containers on a grassy or landscape area, keep containers on a concrete area in order to prevent damage to the grass and plants.
4. Trash may not be accumulated or stored on the exterior of the house.
5. Open burning of garbage and other refuse is not permitted.

Garden Hoses

1. Garden hoses must be stored out of sight from the street, common grounds or nearby neighbors.

Gas Tanks (Propane and/or Natural)

1. Other than for portable gas grills, any gas tanks intended for indoor appliance and fireplace shall not be allowed.

Generators

1. Permanent or hard wired generators will not be approved.

Gutters

1. All gutters must match the exterior building color, trim color or window frame color.
2. Gutter down spouts must not concentrate water flow onto neighboring properties.

Holiday Decorations

1. Holiday displays in the front entryway and on the front door, along with traditional holiday lighting do not require approval from the ACC.
2. Holiday lights and decorations shall not create a nuisance to the adjacent residents or the community.
3. Holiday lights to celebrate Christmas, or similar holiday, may be installed commencing on Thanksgiving and shall be removed not later than January 15th of the following year. Brackets, clips and other holders for holiday lights that are installed on a house must be removed at the time that the lights are removed.
4. Special decoration displays for Valentine's Day, St. Patrick's Day, Easter, Memorial Day, Independence Day, Halloween, Veteran's Day, Thanksgiving, or other religious holiday may be placed on the exterior of the lot fifteen days (15) prior to the special day and must be removed five days (5) after the special day.
5. Inflatable display items will not be permitted for any holiday.
6. Any holiday displays other than those defined here will require the approval of the ACC.

House Numbers

1. To aid emergency personnel, delivery people and to conform to Manatee County ordinances, each house shall have a readily visible number permanently attached to the front of the house.
2. The numbers shall be located over the garage door in a location clearly visible from the street.
3. Periodically you may receive solicitations to paint your house numbers on the concrete curbing of the street. The literature is formatted in a manner to make it appear that the contractor has permission to do this work and is performing a valuable service. Please be advised that the Association did not and will not hire a contractor to perform these services.

Irrigation

1. Irrigation system for all Homes will be the responsibility of the Association and will be used in accordance with SWFWMD and Manatee County guidelines.

Landscaping

1. The addition or removal of any landscaping is a landscape change and requires the approval of the ACC. Owners are responsible for any changes that are made to the original landscape design installed by the builder.

a) Owners are responsible to comply with these Guidelines and all applicable Manatee County Ordinances.

b) Association maintenance responsibilities of the lawn and landscaping shall mean upkeep, maintenance and preservation of that which was initially installed by the builder.

c) Any Owner who wishes to modify and change the landscaping installed by the builder must first obtain approval from the ACC.

d) Any changes and additions of landscaping materials and/or plant beds will be the responsibility of the Owner to maintain and must be maintained to the published community standards.

2. In General

a) Certain areas within Creekwood have been designated as open space, wetland or preserve and shall be maintained as required by regulatory authorities and as described in specific permit conditions and in the Declaration. No Owner or Occupant may mow, trim, remove vegetation, fertilize, apply chemicals to, maintain, alter or modify any area not owned by the Owner, including areas set aside as open space, wetland or preserve.

b) Proposed changes to landscaping require detailed plans indicating any removal and relocation of plants and/or additional planting to be done. Quantity, approximate size and types of plants shall be identified. The landscaping plan must detail the location of beds and planting materials to be used. Changes will not be allowed to the street scape of the property, only to the rear of the property. Be sure that plantings are not in area of underground wiring, cables or irrigation pipes. Any required changes to the irrigation system will be at the homeowner's expense. Call Sunshine State hotline at 1-800-432-4770.

c) The home builder will be installing on each residential lot a landscape package. This landscape package may not be altered, removed or otherwise destroyed. If original plantings die, they shall be replaced by the Association in substantially the same form and size.

d) Plantings must conform to current County requirements. No Owner or Occupant shall plant annuals, shrubs or trees that are considered invasive or prohibited to be planted in this County or State.

e) Some general recommendations for effective landscaping include:

- (1) Minimize the number of different plants used;
- (2) make mass groupings of the same plant – avoid the variegated look of alternating plant types;
- (3) Consider the ultimate size of each plant; its mature scale, cold hardiness;
- (4) Plan for efficient watering by grouping plants with similar water requirements together; and
- (5) Plan for proper Maintenance

f) Shrubs shall not be planted any closer than 5 feet from any property line unless approved by the ACC.

g) Shrubs that restrict sight lines for vehicular traffic shall be trimmed back or removed.

h) Landscape architectural features may include such items as planters, yard lights, etc. as an integral part of a landscape design. Drawings must be provided which clearly show the location, size and materials planned for these features. In addition a photograph of the house and the relationship of the feature to the existing or proposed landscape must accompany the submittal. Landscape architectural features will be located only in plant beds.

i) With the exception of dead plants that were planted by the Owner, no landscaping shall be removed without the prior written approval of the ACC.

j) No changes in landscaping shall alter the approved drainage plans for the Owner's lot or any adjoining property.

k) Minimum Quality and Grade: All plant materials shall equal or exceed the standards for Florida No. 1 grade as given in "Grades and Standards for Nursery Plants", Parts I and II, State of Florida, Department of Agriculture current edition and any amendments thereto.

l) All plant materials shall also be true to name, size, genus, species and variety as established by the American Joint Committee on Horticultural Nomenclature publication Standard Plant Names and as per the recommendations and requirements of ANSIZ60.1, American Standard for Nursery Stock.

m) Originally installed landscape beds shall not be altered as to width, curvature and the like. Originally installed trees and plant materials may not be replaced without approval.

3. Edging or Landscape Borders

a) Poured concrete curbing and concrete edging blocks will not be approved. Wire, decorative plastic, resin and wood borders will not be approved.

b) Black or green plastic landscape edging (standard roll edging) may be installed as long as the landscape plants cover 90% of the edging.

c) Edging will be allowed around mulched areas along the perimeter of the house only.

d) Edging shall not be installed around individual trees, lampposts, along driveways, side or rear property lines.

e) No other type of borders, landscape timbers or railroad ties will be permitted.

4. Planter Beds

a) Addition of planter beds shall be approved for rear yards only and may not be located in an area that will interfere with the services provided by the landscape maintenance contractor. Owner will be responsible for the care and maintenance of new landscape beds.

5. Landscape Lighting/Flood Lights

a) Landscape lighting, solar or wired, may only be installed in landscaping beds and along the walk from the front door to the driveway. It may not be installed along the sides of the driveway, adjacent to the sidewalk or between the sidewalk and the street. Individual lights shall be black, white, or natural metal in color (silver, gold, bronze, copper).

b) Lights shall not be spaced closer than thirty (30) inches on center.

c) Post mounted lights shall not exceed twelve (12) inches in height, hanger mounted lights shall not exceed twenty-four (24) inches in height from the top of the light fixture to ground level. Lights may not interfere with lawn maintenance.



d) Lighting shall be low level and recessed to shield the source of the light. Low voltage fixtures shall be located and aimed carefully. Tree mounted lights are not allowed.

e) Junction boxes and other lighting hardware shall be placed below grade or screened by landscape material to minimize daytime visibility.

f) Lights may not shine onto other properties or onto the sidewalk or street.

g) Rope lighting is only permitted for holiday use.

2. **Mulch, Rocks, Stones**

a) Pinebark is the only approved mulch for landscape beds.

b) No decorative rock shall be permitted as ground cover except as installed by the Association.

c) Stones, rocks and boulders shall not be used as bed-edging material and are not permitted on turf areas.

d) Rocks and boulders may not be used as decoration in a landscape bed.

e) Each shrub or vine installed by the Owner shall have a mulch bed that has a minimum radius of twelve inches (12") measured from the foliage of the plants.

f) Shrubs or groundcover planted in mass by the Owner shall have a continuous mulch bed. All mulch installation shall be a minimum of three (3) inches in depth.

3. **Plant Material – Acceptable**

a) Creekwood is located in Zone 9B. Please refer to the following web site for a list of acceptable plants for your community. This document will also provide you with the best location and environmental conditions for each plant that is hardy in Zone 9B.

http://fyn.ifas.ufl.edu/pdf/FFL_Book_Zone_9B_081610.pdf

b) Some plants are toxic to children and pets. You should research these issues carefully before selecting plant materials.

4. **Plant Material – Unacceptable**

a) Certain plant species shall not be permitted at Creekwood because of their nuisance characteristics, exotic origin, pest problems, or high maintenance concerns. The following shrubs, groundcovers, etc. are prohibited for use in the landscape:

- | | |
|---------------------|-----------------------|
| (1) Air plant | Catopsos berteroniana |
| (2) Air Potato | Dioscorea bulbifera |
| (3) Angel's Trumpet | Datura spp. |
| (4) Barberry | Barberis spp. |
| (5) Bromeliads | Aecmea spp. |
| (6) Cactus | Cereus spp. |

(7) Cattail	Typha latifolia
(8) Century Plant	Agave Americana
(9) Coral Vine	Antigonon leptopus
(10) Euphorbia/spurge	Euphorbia spp.
(11) Firethorn	Pyrocantha coccinea
(12) Glorybower	Clerodendrum
(13) Kudzu	Pueraria lobata
(14) Pampas Grass	Cortaderia selloana
(15) Potato vine	Ipomoea spp.
(16) Psychic Nut	Jatropha curcas
(17) Vitex	Vitex spp.
(18) Yucca	Yucca spp.

b) Homeowners should exercise care and not plant any plants, vines, etc. that are known to be invasive or non-friendly to this area. For further information, please check out:

<http://plants.ifas.ufl.edu/education/district4.html>

5. **Trellis**

a) No more than one trellis will be permitted and will not be allowed to be placed on the front façade of the house. Trellises for supporting plants may only be placed at the rear of the house.

b) Trellises must be constructed of weatherproof material, such as PVC and will be kept in good repair.

c) Trellises may not be attached to the house.

d) Trellises must remain plumb, level and structurally sound.

e) Arches, pergolas and similar structures are prohibited.

6. **Vegetable and Herb Gardens, Compost Bins**

a) Herbs and vegetable container gardens may be located in the rear yard of the Home, out of view from the public streets and common areas. Vegetable gardens are not allowed to be planted in the yard of a Home.

b) Container gardens shall be properly maintained during the growing season and thereafter, all dead plants shall be removed.

c) Composting is not permitted.

7. **Water Features**

a) A plot plan (lot survey) showing the location of the water feature must be submitted with the application. A picture of the proposed water feature would be helpful.

b) Design of these features should discourage creation of stagnant pools of water. Water must be kept treated and/or

flowing and not allowed to become stagnant or harbor mosquito larvae.

c) Water features shall be located in a back yard and situated in a manner that does not permit sounds from the equipment to be heard by neighbors.

d) Overall height of the water feature may not exceed four feet (4') above the natural grade of the Lot and must be of natural material, color and design, which is compatible with the overall architectural theme of the community.

Lawn Furnishings

1. Lawn furniture shall be located in the rear of the house on a concrete patio or within a screen enclosure and not visible from the street in front of the house. Lawn furniture is not permitted on a grassy area.

2. For safety reasons all lawn furniture shall be removed from an open patio when residence is unoccupied for a period of 7 days or more unless prior arrangements have been made with a neighbor.

3. All lawn furniture located on an open patio shall be removed upon issuance of any storm warnings of a Tropical Storm Warning or higher.

Lighting

1. Replacement carriage light sizes and locations must harmonize with the front elevation of the house. A picture with color and dimensions shall be attached to the Alteration Application. Lights shall be as close to the originally installed carriage lights as possible. If an exact match cannot be obtained, an application must be submitted to the ACC and a picture of the proposed replacement must be included with the application.

2. All exterior lighting shall be consistent with the character established in Creekwood and be limited to the minimum necessary for safety, identification, and decoration.

3. No spot lights, flood lights, or other high intensity lighting will be placed or utilized upon any house.

4. Bollard light fixtures are not permitted.

5. Enclosures of light fixtures shall be designed to conceal the lamp bulb. Light bulbs may not exceed the manufacturer's recommendation for bulb wattage.

6. Fixtures may be incandescent, metal halide, mercury vapor, or high pressure sodium lamps. Colored lamps are not allowed.

7. No lighting shall be permitted that constitutes a nuisance or hazard to any owner or neighboring resident.

8. Post mount light fixtures shall not be permitted.
9. Rope lighting is only permitted for holiday use.

Ornaments

1. Ornaments or decorative embellishments include those in landscape beds, entryways and those mounted on the house that are visible from the street or common area.
2. Ornaments shall not exceed thirty (36) inches in any dimension.
3. Ornaments and potted plants may not be placed on lawn areas, walkways, utility boxes or landscape beds located in front of the building.
4. A maximum of three (3) ornaments and/or potted plants are permitted in the front of the home and a maximum three (3) ornaments and/or three (3) potted plants are permitted in the rear of the home.
5. Lawn ornaments include, but are not limited to bird baths, bird feeders, bird or squirrel houses, gazing globes, decorative flags (including holiday, sports, etc.), fountains, patriotic display items (yellow ribbons, decals, etc.), plaques, statues, stepping stones within a landscape bed, sun dials, tiki torch (Each torch counts as one lawn ornament and may only be located in the rear yard of a home.)
6. For safety reasons all lawn ornaments shall be removed when residence is unoccupied for a period of seven (7) days or more unless prior arrangements have been made with a neighbor.
7. All lawn ornaments shall be removed upon issuance of any storm warnings of Tropical Storm Warning or higher.
8. No ornaments shall be hung from trees.
9. Bird feeders will be located in the rear of the Home and shall be mounted five (5) feet above ground level. Owner will be responsible for removing any growth that results from fallen seeds germinating. Bird houses will not be allowed.
10. Ornaments shall not be placed down driveway perimeters, on street catch basins or on utility boxes.
11. Decorative buckets to catch air conditioner water are permitted as long as they are aesthetically pleasing (plastic paint buckets and the like shall not be used).
12. An American flag, POW flag, Military flag or door wreath is not counted as an ornament.
13. Flower pots containing dead plants and empty flower pots shall be removed from public view immediately.

14. Artificial plants/trees or flower arrangements are allowed on screened lanais only – never within landscape beds.

15. Ornaments and flower pots displayed in sets of two or more will be counted individually. For example, a ceramic duck with two (2) ducklings is three (3) ornaments.

Outbuildings, Sheds and Storage Containers

1. Sheds, storage containers, car canopies, and the like are not permitted.

Patios

1. Patio extensions in the rear yard of the Lot may be permitted and shall be constructed of brick or concrete pavers. Some Lots may not be conducive to installation of a patio.

2. Tiles in an earth tone color to complement the color palette of the house may be installed on a concrete patio.

3. The size of patios shall be determined by the available space per Lot. In no case shall they exceed the length of the patio fence in depth or twelve feet (12') in width. Any Lot adjacent to a retaining wall may not install a patio closer than four feet (4') to the retaining wall.

4. Construction of patios shall not adversely affect any designed and approved drainage pattern for this or any other Lot.

5. Owner is responsible for obtaining all necessary permits and for the behavior of the contractor and his representatives while working within Creekwood.

6. Owner shall obtain written agreement from neighbors and/or Association if contractors and materials must pass over property owned by neighbors and/or Association. Any damages that are a result of construction to property owned by others and property owned and/or maintained by the Association must be repaired at the Owner's expense.

7. Owner will notify the Association one week prior to start of construction so that the Association's landscape maintenance contractor can move and/or cap irrigation lines that will be affected by the construction project. Once the project is completed, Owner will notify the Association so that the irrigation system can be reconfigured for optimal irrigation. Owner will be responsible for all charges to the Association for this additional service.

8. Owner will be responsible for contacting HomeTeam Pest Defense at (941) 342-6052 to have Sentricon stations relocated and ground where patio will be located treated for termites. This will be at the expense of the Owner.

9. Owner is responsible for replacing and/or reinstalling any plants and/or turf damaged by the construction. If Owner desires for the Association to provide this service, the request must be made at the time of requesting the irrigation system shut off. Owner will be responsible for all charges to the Association for the additional service and the cost of replacement plant materials and sod.

10. Owner is responsible for having all utility lines located and flagged prior to construction and will take the appropriate actions to have utilities restored should a line be damaged.

Play Structures, Recreational Equipment and Toys

1. No exterior play and recreational equipment, including swing sets, jungle gyms, soccer goals, trampolines, basketball equipment (portable or in-ground), tree houses, skateboard ramps or the like may be installed upon any Lot.

2. All children's toys must be located on patios or inside screen enclosures and must be removed from public view when not in use. Under no circumstance can they remain on grassy areas.

Rain Barrels

1. Rain barrels designed for the purpose of capturing rain from the gutters systems may be used on the rear of the house. Screening with plant materials shall be required.

2. Barrels may not exceed two (2) feet in height and shall be earth tones in color or have a decorative finish. A picture of the rain barrel must be included with the application submitted to the ACC.

Reflectors

1. Reflectors are not allowed.

Roofs

1. No changes will be permitted on any roof.

2. In the event that heat and/or plumbing vents need to be replaced or additional ones installed, the Owner will be responsible for the installation. Such installation must be done by a professional installer and must be installed per Manatee County building codes.

3. Such vents and roof edge flashing shall be painted the same color as the roof.

4. A sample of the material to be used, including the color of the material must be submitted with the application.

NOTE: Installation of new vents or maintenance of existing vents may void the Builder's Warranty and limit maintenance obligations of the Association. Owners may also be held responsible for any damages

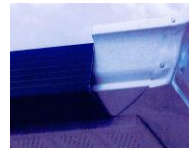
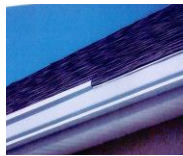
sustained by other Owners within the building as a result of the installation.

Screen and Storm Doors

1. Screen doors, security doors and storm doors will not be approved.

Screen Enclosures

1. For newly installed patios, the concrete slab can in no case exceed the length of the patio fence in depth or twelve feet (12') in width - size will be determined by the location of the home. Slab cannot be higher than six inches (6") above grade level at any point. If built on a Lot adjacent to a retaining wall, the slab cannot be closer than four feet (4') from the retaining wall.
2. Frame of the screen enclosure must be bronze anodized aluminum.
3. Screens will be charcoal in color and may not be opaque or have decorative elements
4. Installation shall meet the minimum wind load requirements of the Southern Building Code (latest edition) concerning wind resistance and other applicable requirements.
5. All support cables, screws and fasteners shall be of a non-corrosive material such as stainless steel
6. Bronze structural gutters may be installed but where necessary, must be adjusted to tie into existing home gutters – runoff must be directed in a manner that will not negatively affect neighboring property or common property.



Example of gutter tie-in

7. Frame shall have a half mansard roof and may not extend beyond the first floor of the home in height. The flat roof will begin at an approximate height of 9.5 feet and the dormer portion of the roof will have an approximate 2 foot slope, making the shortest wall of the enclosure approximately 7.5 feet high.



Example of approved design showing support cables

8. Kick plates will not be allowed on the enclosure walls however a small kick plate no higher than eight inches (8") will be allowed on door
9. Doors will be installed on the back wall of the enclosure and off-set to the side opposite the air conditioning unit for all interior units. End units will have the door installed on the side by the building wall.
10. To protect the screen from damage from routine landscape maintenance, a twelve inch (12") mulch border that matches the mulch used in the landscaping beds will be installed around the outside of the finished screen enclosure on end unit walls. Interior units will be required to mulch between the side wall of the screen enclosure and the fence on either side of their unit. Owner may plant annuals or perennials in this area but will be responsible for maintenance of any plants. Plants other than annuals will require approval of the Architectural Control Committee. There will be a four inch (4") inset of the back wall to provide a buffer from landscape maintenance equipment.
11. Owner is responsible for cleaning and maintaining the screen patio enclosure. Upon notice from the Community Manager that maintenance is needed, the Owner must comply within two (2) weeks.
12. The screen enclosure area may NOT be used for storage purposes.
13. Owner is responsible for obtaining all necessary permits and for the behavior of the contractor and his representatives while working within Creekwood .
14. Owner will notify the Association one week prior to start of construction so that the Association's landscape maintenance contractor can move and/or cap irrigation lines that will be affected by the construction project. Once the project is completed, Owner will notify the Association so that the irrigation system can be reconfigured for optimal irrigation. Owner will be responsible for all charges to the Association for this additional service.
15. Owner will be responsible for contacting HomeTeam Pest Defense at (941) 342-6052 to have Sentricon stations relocated and the ground where the screen enclosure will be installed treated for termites. This will be at the expense of the Owner.
16. Owner is responsible for replacing and/or reinstalling any plants and/or turf damaged by the construction. If Owner desires for the Association to provide this service, the request must be made at the time of requesting the irrigation system shut off. Owner will be responsible for all charges to the Association for the additional service and the cost of replacement plant materials and sod.

17. Owner is responsible for having all utility lines located and flagged prior to construction and will take the appropriate actions to have utilities restored should a line be damaged.

NOTE: The Association has no responsibility for maintaining this addition to your home, or for pressure washing and painting the area of the home located within the screen enclosure.

Signs

1. With the exception of a “permit board” displaying a building permit from the applicable governmental agency if that agency requires it to be posted conspicuously, no signs are permitted within Creekwood (inclusive of Home, Lot, vehicles).
2. For Sale and For Rent signs may not be placed on vehicles, in yards or windows.

Skylights

1. Skylights and solar tubes will not be approved.

Solar Panels

1. Per Florida Statute, these guidelines cannot prohibit the installation of solar panels; however, the ACC may determine the specific location where solar collectors may be installed (on the roof within an orientation to the south or within 45° east or west of due south) so long as such determination does not impair the effective operation of the solar collectors.
2. Solar panels should be located on the rear and side roofs of the home and should not be installed so as to be visible from the street.
3. Solar panels will be flush mounted on the roof. Any solar panels and related appurtenances and equipment shall be designed and constructed to appear as an integrated part of the building’s architecture. This shall generally mean that the panels shall be roof mounted so that the top surface is flush with the roof surface with all appurtenances recessed into the building’s attic.
4. All pipes must be of a color to blend with the roof shingles and color of house.

Note: Roof mounted solar collectors and equipment may void that portion of the roof warranty where the panels are installed and may limit the Association’s responsibilities for maintenance and repair. Owners may also be held responsible for any damages sustained by other Owners within the building as a result of the installation.

Storm/Hurricane Shutters

1. Permanently installed shutters may be accordion or roll-up style and must be approved by the ACC.
2. Temporary shutters include Lexan panels or similar, aluminum panels and fabric panels. While not advised, if using plywood panels they should be marine grade and ¾" thick.
3. Shutters may be closed or installed upon announcement of a Hurricane Watch in Manatee County and must be removed no later than two weeks after the watch/warning is lifted. Should the panels not be removed, the Association is granted an easement to the property to remove the panels and the cost of labor shall be charged to the Owner. The Association is not responsible for any damages caused by the removal or for the costs of storage of the panels.
4. In the event of an actual storm event causing substantial damage to the house, homeowner may request in writing, for an extension to this time period if the repairs and restoration of the house require that the panels remain attached for a longer period of time.
5. Shutters may not be closed or installed at any time other than a storm event as described above.
6. Under no circumstances may storm shutters or protective panels be used as a routine security measure.

Swimming Pools, Spas and Jacuzzis

1. Swimming pools, spas and Jacuzzis will not be permitted.

Water Softeners

1. Approval of the ACC is required. Installation may require a permit from Manatee County. Please check with the County Building Department.
2. Discharge from water softeners shall be routed to an open air sanitary waste line or it may dump into a laundry tub or sewer line with a "P" trap. It shall not drain to the outside open areas.
3. If installed outside, water softeners shall be located in the rear of the unit and screened from view from the street with shrubs or other landscaping.

Windows - Replacement, Tinting and Treatments

1. Originally installed windows may be replaced with windows of similar style. Replacement window frames shall match existing window frames.
2. Owners may request to install energy conservation films on windows. Window tinting film applied to the interior of the windows shall be gray in color with no more than 21% solar reflectance and no less than 30% light

transmittance. Installation of window film may void the window manufacturer's warranty.

3. The degree of darkness allowed for non-reflective tinting shall remain with the ACC on a case by case basis. All tinting requests must be accompanied by a brochure or manufacturer's description. All requests must include a sample of the material to be used. This sample will remain with the application and will not be returned.

4. No silver, gold or bronze reflective colors are allowed. No reflective tinting or mirror finishes (to include aluminum foil) will be permitted.

5. Window treatments shall consist of drapery, blinds, decorative panels or other tasteful window covering. Any window treatments visible to a street shall be white, off-white or other neutral color (i.e. interior shutters in a wood tone).

6. Non-patterned neutral colored material or other temporary window covering may be used for periods not exceeding 1 week after an Owner or tenant first moves into a house or when permanent window treatments are being cleaned or repaired, but in no case may they be in place for longer than one (1) week.



Pol icies & Pr ocedur es

POLICY AND PROCEDURES

Introduction to Policy Adoption

In the interest of promoting responsible governance and providing homeowners with information on how their Association is operated, following is the procedure by which matters of policy consideration are pursued and indicates how and when Members may become involved in the policy-making process.

The Association is administered by its Board of Directors, which is both empowered and responsible for establishing policies and standards for the Association that contribute to efficient governance. The individuals elected to serve on the Board have a fiduciary responsibility to make decisions that, in their opinion, serves the best interest of the community and supports the purposes of the Association, as defined in the Declaration.

Members have certain voting rights after turnover from developer control such as electing directors to the board or voting them off the board; and voting on amendments to the Governing Documents. Beyond that, the powers of the Association are given to the Board of Directors. Given that structure, it is more easily understood why the policy-making process is primarily handled within the Board and not as a community-wide process.

Some policies are required by State statute while other policies come about as a result of a need for process, consistency, broadened application of the Governing Documents, or remedy of a situation that is or may negatively impact the community.

Operational Policies and Procedures

Matters of day-to-day administration are generally tasked to the Management Company. Certain procedures are discussed by the Board and adopted into a Policy Resolution as a means of giving Management the direction and authority to act on the Board's guidance as "standard operating procedure." Matters that are procedural and relate directly to the services of Management include (but are not limited to):

1. Collection of unpaid assessments;
2. Enforcement of covenants;
3. Inspection and copying of Association records by unit owners;
4. Financial management, including investment of reserve funds
5. Volunteer Code of Ethics
6. Conduct of Meetings
7. Adoption and amendment of policies, procedures and rules.

These procedural policies are established by completing a thorough review of the Association's Governing Documents and then adding, as determined appropriate by the Board of Directors, any additional steps to more clearly define the process, as many times the Governing Documents are written in generalities, lacking specific details that would make a process complete.

Operational policies are typically drafted with direction received from the Management Company, based on their experience and expertise. Prior to the policy being finalized, it is reviewed by the Association's legal counsel to ensure that it complies with the governing documents and other governing authorities.

Operational policies may be amended as deemed necessary and/or appropriate by a majority vote of the Board of Directors.

Community Standards

Rules for the community, referred to as the "Community Standards," may be proposed by:

1. Recommendation by a Member;
2. Recommendation by a committee;
3. Recommendation by a board member or collectively by the board; or
4. Recommendation by management.

When a recommendation for a policy which establishes (or amends) a community standard is received, the Board of Directors shall discuss the merits of the proposed standard(s) at its regular board meeting, which is held in open session. The Board typically will not solicit input from the Members prior to voting on a matter such as this; however the Board may opt to obtain feedback from some or all of the Members prior to making a final decision.

Once a new standard (or amended standard) has been approved by the Board, it is documented for distribution to the membership. Such distribution may be done by electronic notice, written notice distributed by U.S. Mail, community newsletter, website, or new resident welcome packet.

A member has the right to voice their disapproval of a policy and/or standard (hereafter referred to collectively as "policy") adopted by the Board. The member must request, at least one week prior to the meeting, to be placed on the meeting agenda. At the meeting, the Board will hear the Member's opinion. (The Board may limit the amount of time that the Member is given to present their issue.) Upon consideration of the information presented, the Board will make a decision as to whether the policy should be revised or rescinded.

Policies that have been adopted by the Board as of this edition of the Community Standards are included in the pages that follow.



ARCHITECTURAL REVIEW FEES

- Section 19.8 of the Community Declaration for Creekwood Townhomes (“Declaration”) provides that the Architectural Control Committee has the right to establish fees for modification applications to the exterior of homes and lots,
- In the event that the Architectural Control Committee requires the advice of a professional consultant in order to render an opinion on the modification request submitted by the applicant, all costs associated with the review of the modification request will be invoiced to the applicant,
- An application fee of \$100 will be charged to each applicant requesting a modification to the exterior of the applicants’ house or Lot. The application fee will be waived to all applicants who submit the application for approval to the Architectural Control Committee and receive such approval in writing from the Architectural Control Committee prior to undertaking the modification.
- The application fee will be invoiced to all applicants who submit an Alteration Application after such project has been done upon the exterior of the house or Lot prior to receiving the required approval from the Architectural Control Committee. Such fees will be payable to the Association within thirty days of notification and will be collected in accordance with the Declaration of Covenants.



ASSESSMENT COLLECTION POLICY

- **Due Dates.** The annual assessment as determined by the Association and allowed for in the Declaration, Articles of Incorporation and Bylaws (“the Documents”) shall be due and payable in one or more installments, due on the first day of each year, quarter or month as approved by the Board of Directors. Assessments or other charges not paid to the Association by the thirtieth (30th) day of the month in which they are due are subject to late charges, interest and collection costs.
- **Coupons.** The management company will issue payment coupon books at the beginning of each assessment year. The number of coupons in each book will represent the number of payments (installments) that will be due for that assessment year. Owners are required to submit a payment coupon along with their assessment check. All payments processed without a payment coupon can be delayed up to and exceeding ten days from the date of receipt by the management company. If Owner fails to receive payment coupons at the beginning of each year or at the time of closing, said Owner shall contact the management company to request payment coupons or send payment directly to the managing agent’s office in a timely manner.

- **Late Charges Imposed on Delinquent Assessments or Installments.** Any Assessment not paid by the thirtieth (30th) day of the month in which it was due is subject to a late charge. The Association shall impose a \$35.00 late charge on the outstanding or past due balance. The late charge shall be the personal obligation of the Owner(s) of the Lot for which such assessment is unpaid. Late charges are charged on assessment installments and not on any other costs. All late charges shall be due and payable immediately, without notice.
- **Interest Imposed on Delinquent Assessments or Installments.** Any Assessment not paid by the thirtieth (30th) day of the month in which it was due is subject to an interest charge. The Association shall impose 18% interest, per annum on the outstanding or past due balance. Interest is added monthly at the rate of 1½% on any unpaid assessment amount. Interest is not added to late charges, collection costs, legal fees or any other type of charges except assessments. The interest shall be the personal obligation of the Owner(s) of the Lot for which such assessment or installment is unpaid.
- **Collection Costs.** All costs and charges incurred by the Association shall become the personal obligation of the Owner(s) of the Lot for which such assessment or installment is unpaid. All late charges shall be due and payable immediately, without notice. This includes all letters required to be sent by Certified Mail which will be charged at a cost of \$10.00 per letter.
- **Return Check Charges.** In addition to any and all charges imposed under the Documents, the Rules and Regulations of the Association, or this Resolution, the following applies to returned checks or other instruments irrespective of the reason for return:
 - a. A returned check charge in the amount charged to the Association by the bank plus any processing charges from the management company shall be assessed for any returned check irrespective of the reason for return. This charge is in addition to the late fee.
 - b. Such return check charge along with the value of the dishonored check or other instruments shall be payable immediately, upon demand.
 - c. Notwithstanding this provision, the Association shall be entitled to all additional remedies as may be provided by applicable law.
 - d. If two (2) or more checks or other instruments are returned unpaid by the bank within any fiscal year, the Association may require that all of the Owner's payments for a period of one (1) year, be made by certified check or money order.
 - e. If after this one (1) year period, any checks or other instruments are returned unpaid by the bank, the Association may require that all of the Owner's future payments be made by certified check or money order.
- **Collection from Tenants.** (Declaration Section 17.23) In the instance where an Owner is delinquent in payment of assessments and there is a tenant residing in the Home, the Association may demand from the tenant payment to the Association of all future assessments. As long as the owner remains delinquent, future rent payments due to the Owner must be paid to the Association and shall be credited to the account of the Owner.

- **Attorney Fees on Delinquent Accounts.** As an additional expense permitted under the Documents, the Association shall be entitled to recover its reasonable attorney's fees and collection costs incurred in the collection of any assessments or other charges due the Association from a delinquent owner. The reasonable attorney's fees and other collection costs incurred by the Association shall be due and payable immediately when incurred, upon demand. These charges may be considered a Specific Assessment.
- **Application of Payments Made to the Association.** Payments received from an owner will be credited in the following order of priority:
 - a. Interest, then to late fees, then to court costs and other costs of collection
 - b. Legal fees
 - c. All other charges incurred by the Association as a result of any violation of an owner, his/her family, employees, agents, licensees, of the Documents, Rules and Regulations or Resolutions
 - d. General and/or Special Assessments for a Lot. Payments shall be applied to the oldest month owed.
- **Member in Good Standing Status.** Any amounts owing for more than thirty (30) days, including late charges, collection costs, fines, and assessments shall result in the Member losing Good Standing Status. The Association may refuse to approve any Architectural Alteration Applications.
- **Acceleration of Assessments.** Payments not made in a timely manner may be accelerated by the Board of Directors making the entire balance of the remaining assessments, up to twelve (12) months, due and payable within 15 days after the notice to Owner is mailed.
- **Collection Letters.**
 - a. After any Assessment or other charge due the Association becomes ten (10) days past due, the Association may cause, but shall not be required to send, a "late notice" to the owner who is delinquent in payment.
 - b. If payment becomes thirty (30) days past due, the Association shall send a notice allowing the owner forty-five (45) days to make payment of all amounts due, including interest, late charges, attorney fees and any other costs associated with the preparation of the notice. The notice must be sent by registered or certified mail, return receipt requested, and by first class mail to the owner at their last address as reflected on the Association's roster, if the address is a United States address. If the address on the roster is different than the parcel address, then the notice must also be sent to the parcel address. If the address on the roster is not a United States address, then the notice will be sent to the out of country address and the parcel address by U.S. mail. Homeowners will be charged \$10.00 for each certified letter.
- **Liens.** The Association may file a Notice of Lien against the property of any Owner in accordance with the terms and provisions of the Documents. A copy of the recorded Notice of Lien shall be mailed to the Owner and Mortgage Lender with a request that the lender send a letter to the delinquent owner advising the Owner of the lender's option to accelerate the mortgage debt. These actions are performed by the Association's attorney and the costs for these actions, which are usually several hundred dollars, are added to the lien amount.

- **Referral of Delinquent Accounts to Attorneys.** The Association may, but shall not be required to refer delinquent accounts to its attorneys for collection. Upon referral to the attorneys, the attorneys shall take all appropriate action, including legal required notices, to collect the accounts referred. Once the Association has referred a delinquent account to its attorney for collection which includes a Notice of Lien being filed against a property, neither the Association nor its managing agent shall correspond with the Owner concerning this matter nor accept payment from the Owner concerning the delinquency. The Association will pursue all remedies recommended by the attorney up to and including foreclosure.
- **Referral of Delinquent Accounts to Collection Agencies.** The Association may, but shall not be required to refer delinquent accounts to one or more collection agencies for collection. Upon referral to a collection agency, the agency shall take all appropriate action to collect the accounts referred.
- **The Association may, but is not required to, grant a waiver of any provision herein upon petition in writing by an owner showing a personal hardship.** Such relief granted an Owner shall be appropriately documented in the files with the name of the person or persons representing the Association granting the relief and the conditions of relief. In addition, the Association is hereby authorized to extend the time for the filing of liens and lawsuits, or to otherwise modify the procedures contained herein, as the Association shall deem appropriate under the circumstances.
- **Ongoing Evaluation.** Nothing in this Resolution shall require the Association to take specific actions other than notify homeowners of the adoption of these policies and procedures.



COVENANTS' ENFORCEMENT GUIDELINES

Background:

Upon signing a contract to purchase a Home in Creekwood, the buyer contractually agreed to abide by the governing documents for the Creekwood Townhome Association, Inc. ("Association"). This contractual obligation applies to all Owners, tenants, guests and/or invitees. The governing documents include the Community Declaration for Creekwood ("CCR's") which is recorded in the public records of Manatee County and any adopted rules and regulations.

Following are procedures to be followed for the failure by an Owner, their tenant, guest, etc. to abide by the CCR's and the Association's duly adopted rules and regulations:

Definitions:

1. **Member in Good Standing Status** – An Owner who is not in violation of their contractual obligation with the Association either because of unpaid assessments or unresolved or repetitive violations. Please see Member in Good Standing Policy.
2. **Notice** – any letter deposited in an official depository or collected by an authorized representative of the U.S. Postal Service which is addressed to the homeowner at the last known address provided to the Association and contains proper postage.
3. **Receipt of Notice** – date that Certified, Return Receipt letter is signed for, or the date that a Priority Letter with Delivery Confirmation is placed in your mailbox as confirmed by the U.S. Postal Service or three (3) business days following the postmarked date on any regular mail that satisfies the Notice requirements above. Failure to claim Certified, Return Receipt letters does not stop the process.
4. **Sanctions** – one or more of the following: costs relating to the violation including letters, travel time and after hours' time, costs of lawn service, etc.; monetary fines; suspension of voting rights; suspension of amenity access and loss of Member in Good Standing Status.

Process:

1. Owner (and tenant if applicable) will receive a reminder notice from the Community Manager advising that a condition observed on the property is a violation of the CCR's or Rules and Regulations. The Owner will have fourteen (14) days to bring the violation into compliance, **with the exception of commercial vehicle violations which will automatically be subjected to fines any time they are observed within the Community.**
2. Should Homeowner not comply within fourteen (14) day period:
 - a) If there is no Covenants Enforcement Committee, all violations not remedied within the fourteen (14) day period may be turned over to the Association's attorney to pursue compliance. Your Association's Documents provide that all costs associated with this process including legal fees may be charged to your account.
 - b) If the Covenants Enforcement Committee is in place, a second letter is sent (Certified, Return Receipt Requested). This letter notifies the homeowner that the violation has not been corrected as previously requested, details the fine and/or suspension, and informs the homeowner that they may make a **written request** for a hearing **within fourteen (14) days from receipt of the letter** and a statement that if they do not do so, the proposed sanctions will be imposed by the Board of Directors. Failure to claim the certified letter or attend the meeting does not stop the process. Homeowners are charged \$10.00 for each certified letter.
 - c) If no hearing is requested, the proposed sanction shall be imposed.
 - d) If a hearing is requested, in writing, within the fourteen (14) day period after receipt of the second letter, the violation will be heard at the next Covenants Enforcement Committee (Committee) meeting. Minutes of the Committee

meeting shall contain a statement of the results of the Committee hearing and if the sanction is confirmed or rejected.

- e) Community Manager sends a letter with explanation of Committee action and an invoice for fines and costs which are payable to Creekwood Townhome Association, Inc. in 30 days by separate check.
- f) If not paid in 30 days, Community Manager turns matter over to the Association's attorney who sends a final demand letter. The Owner shall be responsible for any and all reasonable attorney's fees incurred in forwarding demand letter(s) to Owner. The prevailing party shall be entitled to its reasonable attorney's fees resulting from the litigation of the matter.
- g) A fine of \$100 may be levied on the basis of each day of a continuing violation, except that no such fine shall exceed \$1,000.
- h) Daily fines will begin following receipt of notice and will continue until corrective action is taken, and the Community Manager receives written request to re-inspect the violation. Daily fines will cease when the Community Manager re-inspects the violation(s) and finds that the appropriate corrective action has been taken.
- i) Any Owner's account showing an unpaid fine amounting to \$1,000 or more may have a lien filed against the Lot and such lien will include the collection costs, legal fees and attorney charges associated with the collection process.
- j) Owners will be restored to a Good Standing Status when all good standing criteria have been met and the violation has been rectified. After reviewing the Owner's account, the Community Manager will issue a letter stating that "good standing" status has been restored.

Note: Fines that are levied do not include costs associated with the violation notification process. In addition, revocation of Member in Good Standing Status can result in additional penalties such as suspension of voting rights, suspension of use of amenities and/or refusal by Architectural Control Committee to review Alteration Applications.

Please note:

- Committee will not discuss cases individually or outside of meetings.
- Committee is made up of volunteer residents who are not members of the Board of Directors, employees of the Association or family members of members of the Board of Directors.
- Fines go to Creekwood Townhome Association, not the Community Management Company.
- It is recommended that all communication concerning your circumstances, citations, etc. be put in writing and sent to the Community Manager via email or regular mail, so that the Committee may be informed of these issues when making their decision.

- All violation disputes must be in written form.



E-MAIL POLICY

- Board Members may receive meeting notices and support documentation, minutes, relevant correspondence and other information relating to the daily operations of the Association by email.
- Board Members may execute written consents in lieu of meeting by email.
- Committee Members may receive meeting notices and support documentation, relevant correspondence and minutes by email.
- Announcements, notices of meetings, Association Documents, Community Guidelines, forms, and the like may be distributed to Members (tenants if applicable) via email to those who consent to such receipt by providing their email address and written request.
- The Board of Directors may choose to conduct online surveys or voting.
- When e-mailing, always use the name of the community in the Subject line.
- Never write anything in an e-mail which could not be said in person or be published in the newspaper. E-mail is written, official, and discoverable documentation.
- E-mail communication should be used for communication ranging from important to informational, but not for emergencies or issues which require immediate action. Issues requiring immediate action should be telephoned into the management company office.
 1. The following items will not be sent or accepted by email:
 2. Assessment Certifications
 3. Requests to Access Records
 4. Estoppel Letters unless authorized by the recipient
 5. Notices of Violations of the Rules
 6. Notices of Delinquent Assessments
 7. Any notices requiring executed mailing affidavits

8. Any notices, mailings, etc. not permitted to be electronically transmitted by the Association's Documents or Florida Statutes.



EXTERIOR MAINTENANCE

- Lots and Homes shall be maintained in a neat and attractive manner at all times.
- Fences and other structures located on the Lot must be kept clean. Algae and mildew growth must be removed at first indications of "turning green or gray".
- Driveways must be kept clean of debris, oil, grease, mildew and the like. Damaged and/or broken sections of driveways must be replaced using a material that is the same as the original driveway.
- Sidewalks must be kept clean and in good repair. Any sections of sidewalk that contain cracks wide enough to place a nickel into may require replacement. Sidewalks sections that are lifting or sinking in a manner that can cause a trip hazard should also be replaced. Owners of a Lot that shares a sidewalk with another Lot will share the cost of maintenance and replacement of the sidewalk equally or as may be determined between the Owners. However, if one Owner's negligence is the cause of the necessary repairs, that Owner will pay all costs.
- Damaged materials, gutters, doors, carriage lights, decorative elements of building such as banding or stonework, broken windows, etc. must be replaced/repared and appropriate touch up painting of surrounding area completed within thirty (30) days of notification by the community manager.
- Trash and garbage should not be allowed to accumulate or be stored in view of the public and must never be allowed to create a health hazard to others. This includes but is not limited to newspapers and flyers on the driveway, dead potted plants, etc.
- Storage of materials for building projects, furniture, ladders, garden supplies, shoes, toys, cleaning supplies, etc. must be out of public view and within the garage or an enclosed area. Front entry porch, patios and screen rooms are not an appropriate storage area.
- Limited furniture may be approved for the front entry area. All other lawn furniture, grills, etc. must be stored in the back of the Home and may not be located on a grass or mulch area that is maintained by the Association.
- All fences must be kept clean and in good repair. Indications that panels or post need replacement include but are not limited to leaning of posts and panels, panels are warped, broken or damaged. Owners of a Lot that shares a fence with another Lot will share the cost of maintenance and replacement of the fence equally or as may be determined between the Owners. However, if one Owner's negligence is the cause of the necessary repairs, that Owner will pay all costs.

- Lawn ornaments must be kept in good repair and removed when damaged or when colors have faded. Association will not be responsible for damages that may be caused to lawn ornaments that are located in an area maintained by the Association.
- All screen enclosures must be maintained and may not become a storage area. Screens (enclosures, windows and doors) must be replaced when torn or damaged and loose panels must be re-installed. Screens and framework must be cleaned as needed to remove any algae and/or mildew that may occur.
- Play equipment and toys should at all times be kept in the rear of the house and screened from public view. Play equipment and toys may not be stored in a grass or mulch area that is maintained by the Association.

NOTE: After proper notification is given to the Owner, the Association has the right to enter a property and complete any repairs or maintenance if the Owner does not respond within the specified period of time (Declaration, Section 11.1). Should the Association contract for providing the needed maintenance, the cost of materials, labor, administrative charges and out-of-pocket expenses for the Association plus any attorney fees will be charged against the homeowner and a lien immediately placed against the property if not paid within ten (10) days of receipt of invoice for the charges.



FIRES, FIREARMS, FIREWORKS, ETC.

- Fires including bonfires are not permitted to be set anywhere within the community.
- Open burning is not permitted under any circumstances.
- Firearms may not be discharged or threatened to be discharged within the community unless by a law enforcement officer.
- For the purpose of this policy, firearms are defined as all guns including BB guns and pellet guns, bows and arrows, slingshots and the like.
- Hunting and fishing on community property is prohibited.
- Fireworks other than sparklers are not to be discharged within the community property. Sparklers may be used if the current County requirements permit their use and the County is not in drought conditions.



GARAGE SALES

The Creekwood Townhome Community Association may coordinate and pay for the advertising of two community wide garage sales per year. This event will be coordinated by the Community Spirit Committee. Individual garage sales will not be permitted.



GATED ACCESS

- Each new homeowner will be provided with two remotes by their builder. On occasion the homeowner will need to replace the battery in the remote.
- Additional remotes are available at the Association's cost plus mailing fee. All remotes will be mailed Priority Mail with a Signature Confirmation which requires that the homeowner sign for the package.
- Lost or missing remotes shall be reported to the Management Company immediately so that the remote can be deactivated to ensure that others cannot gain access to the community by using the lost or missing remote.
- A digital code will be provided to all residents for use when they do not have a remote available. Residents who abuse the use of the gate access code by providing the code too freely will have their code removed from the gate access system and may face fines imposed.
- At the Association's discretion vendor codes with restrictive hours shall be distributed to local utilities, service providers, newspaper carriers and the like.



INSPECTION AND COPYING OF ASSOCIATION RECORDS

Records Defined

- The records available for inspection and copying by a Member are those designated by Florida Statute 720.303 (4) and (5) as amended from time to time.
- The Association's Board may withhold from inspection any records that in its reasonable business judgment would fall into any of the following categories:
 - Any record protected by the lawyer-client privilege as described in s. 90.502 and any record protected by the work-product privilege, including but not limited to, any record prepared by an association attorney or prepared at the attorney's express direction which reflects

a mental impression, conclusion litigation strategy, or legal theory of the attorney or the association and which was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings or which was prepared in anticipation of imminent civil or criminal litigation or imminent adversarial administrative proceeding until the conclusion of the litigation or administrative proceedings.

- Information obtained by an association in connection with the approval of the lease, sale, or other transfer of a parcel.
 - Personnel records of the Association employees, including but not limited to, disciplinary, payroll, health, and insurance records.
 - Medical records of parcel owners or community residents.
 - Social security numbers, driver's license numbers, credit card numbers, electronic mailing addresses, telephone numbers, emergency contact information, any addresses for a parcel owner other than as provided for association notice requirements, and other personal identifying information of any person, excluding the person's name, parcel designation mailing address and property address.
 - Any electronic security measure that is used by the association to safeguard data, including passwords.
 - The software and operating system used by the association which allows the manipulation of data, even if the owner owns a copy of the same software used by the association. The data is part of the official records of the association.
- A list of members containing their addresses and parcel identification number shall not be released to anyone not a Member.
 - Minutes are not part of the official records until approved by the Board or in the case of a Members' meeting by the Members.
 - Financial Statements including any supplement reports are not part of the official records until accepted by the Board at their next meeting.
 - The Association and its' managing agent are not responsible to create special reports for the purpose of satisfying this policy.

Persons Entitled to Inspect or Copy

Every member shall have the right to inspect or copy the Association's records in compliance with the rules and procedures contained within this policy. A Member may authorize, in writing, an attorney or other designated representative to conduct the inspection or request copies on the Member's behalf. Any such authorized representative shall be considered a "Member" for purposes of this policy.

Written Request Required

- Inspection or copying shall be limited to those records specifically requested in advance, in writing by regular, priority or certified mail. Record inspection requests will not be accepted verbally, by email or by fax.
- A Member who wants to inspect or copy the Association's records shall submit a written request to the Association's office or complete and submit the attached Request for Access to the Association Books and Records Form.
- The request shall specify the particular record desired, including pertinent dates or time periods. The request shall be sufficiently detailed to allow the Association to retrieve the particular record(s) requested.
- The Association shall make the records available for inspection no later than the tenth (10th) business day after receipt of a written request submitted by certified mail, return receipt requested. This timeframe may be extended by the Member's written request, or if the records are so voluminous or otherwise in such condition as to render this timeframe unreasonable.
- The Association shall notify the Member (by telephone, in person, or in writing, including certified, return receipt requested) that the records are available, and specify the time date and in place for the inspection.

Inspection Rules

- All inspections shall take place at the Association's office or such other location as the Association designates as long the location is within 45 miles of the Association.
- Hours of inspection are between 9:00 am and 5:00 pm Monday through Thursday excluding legal holidays.
- The record inspection session shall not extend beyond one eight (8) hour business day per month.
- The record inspection shall be under the supervision of someone designated by the Association to monitor and assist in the record inspection. The Association may institute any supervision or reasonable security measures to safeguard the integrity of the records.
- No Member shall remove original records from the location where the inspection is taking place.
- Members shall not alter the records in any way. Marks may not be made on any record and the record sequence shall not be altered.
- The maximum number of Members present during the inspection shall not exceed four (4).

Copying Rules

- If a Member wants a copy of any record, the Member shall designate in writing the record desired. Any written request shall designate the specific record or portion thereof.
- During an inspection, the Member may designate such record by use of a tab, clip, or sticky note on the page or pages desired.
- If the Association has a photocopy machine available where the records are maintained, it must provide Members with copies on request during the inspection if the entire request is limited to no more than 25 pages.
- A Member may use a portable device including a smartphone, tablet, portable scanner or any other technology capable of scanning or taking photographs, to make an electronic copy in lieu of the Association's providing the Member with a copy of such records.

Inspection Costs

- The Association may impose fees to cover the costs of providing copies of official records, including the costs of copying and the costs required for personnel to retrieve and copy the records if the time spent retrieving and copying the records exceeds ½ hour and if the personnel costs do not exceed \$20 per hour. This included the Manager's trips to storage to retrieve archived records.
- Personnel costs may not be charged for records request that result in the copying of 25 or fewer pages.
- The Association may charge up to \$.25 per page for copies made on the Association's photocopier. If the Association does not have a photocopier available where the records are kept or if the records requested to be copied exceed 25 pages in length, the Association may have the copies made by an outside duplicating service and may charge the actual cost of copying, as supported by the vendor invoice.
- A duplexed page is considered to be 2 copies.
- Copy costs shall be paid by personal check at the time of or prior to the copies being delivered.
- Copies shall be available within 5 working days from the receipt of the request following a records inspection. If the Member has prepaid and the copies are not available within 5 working days, payment shall be returned and the copies shall be free.
- In rare cases, the request for copies may be so voluminous in nature or condition that this 5 working day timeframe may be impractical. In such cases, the Member shall be so informed and the copies made available as soon as practical.

- Copies shall be mailed, certified, return receipt requested to the address of record on file with the Association or to the attorney or designated representative's place of business. Certified mail postage and processing costs shall be reimbursed to the Association by the Member.

Manner of Inspection or Copying

- All people inspecting or requesting copies of records shall conduct themselves in a business-like manner and shall not interfere with the operation of the Association office or such other location where the inspection or copying is taking place.
- All requests for copies or assistance shall be directed to the person supervising the inspection. This person is not there to decipher the records or answer questions about them.
- The Association shall maintain a log detailing:
 - The date the written request was received;
 - The name of the requesting party;
 - A list of the requested records;
 - The date the Association notified the Member that the records were available;
 - The date the records were made available;
 - The date of actual inspection or copying; and
 - The signature of the Member acknowledging receipt of, or access to, the records. Every person inspecting or receiving copies of records shall sign said log or a comparable receipt prior to inspection or receipt of copies.

Enforcement of Inspection and Copying Rules

- The Association shall not honor any requests that do not comply with this policy. Within 5 working days of receiving a non-compliant request, the Association shall send a written notice to the person who made the request indicating the nature of non-compliance.
- Any Association representative (Board Member or assigned Manager) who receives an oral request for inspection or copying shall refer the person making the request to this policy, and the Association shall have no further obligation to respond until it receives a written request.
- The Association's Board may take available legal action to enforce these rules, including the levying of monetary fines. The Association's Board may pursue any Member for damages or injunctive relief or both, including any reasonable attorney fees for abuse of inspection and copying rights.

[A Records Request Form is located in the Forms section of this book.]



LEASING OF HOMES

(Section 12.22 of the Declaration)

Homes must be leased in their entirety. Leasing of rooms or portions of the Home and/or any other structure on the Lot is not permitted.

- All lease agreements shall be in writing and the term of the lease shall be for a period of no less than one (1) year and may not be leased more than two (2) times in any calendar year unless approved by Association in the case of hardship.
- The Owner and tenant(s) shall verify that the tenant(s) have been given copies of the Community Declaration for Creekwood Townhomes, Articles of Incorporation, and By-laws, and these Standards for Community Living (“Governing Documents”); that the tenant(s) are aware they will be residing in a Deed Restricted community; and that they (tenant(s)) will abide by the Governing Documents. Verification will be by a written statement signed by both parties and attached to the Lease.
- A copy of the lease will be provided to the Association within ten (10) days of signing the lease agreement.
- The Lease Agreement shall require that the home be used solely as a private single family residence for the tenant and members of his family. NO transient tenants may be accommodated in the home.
- In the event that the Owner fails to pay annual assessments, Association has a right to collect unpaid assessments from the tenant. [Florida Statute 720.3085 (8)]
- In the instance of tenant non-compliance to the Governing Documents, the Owner will be the responsible party and may be fined for the non-compliance. The Association has the right to place a lien upon the property once a fine reaches \$1,000 or more.
- In the instance of tenant non-compliance to any Association standards, the Association shall have the right (after proper notification to the tenant and Owner and an opportunity to correct the issue has been given) to enter upon the property and abate the issue. All costs associated with the abatement will be a charge against the Owner’s account.
- The Owner agrees to remove the tenant if the tenant fails to abide by the Governing Documents. Should the Owner fail to remove the tenant, the Association shall have the right to evict the tenant and the costs associated with the eviction shall be charged to the Owner as an Individual Assessment.
- Even though the Owner is no longer residing in his Creekwood Home, the Owner is responsible for abiding by the Governing Documents.



MEMBER CODE OF CONDUCT

- Improper conduct, obscenities, verbal or physical threats by Members (and tenant if applicable) will not be tolerated anywhere on Community Property. Actions of any person of any nature, which may be dangerous, create a health or safety problem, create a hostile environment, or disturb others, are not permitted. This includes noise, intoxication, quarreling, threatening, fighting, offensive or abusive language or behavior. Members (and tenant if applicable) are responsible for the behavior of their family, guests and invitees.
- Loud noises or noxious odors from motor vehicles (including automobiles, motorcycles and off-road vehicles) or large power tools will not be permitted. Items that may unreasonably interfere with the television, radio reception or bandwidth of any Owner may not be located, used or placed on any portion of the Community. The Board shall have the right to determine if such conditions constitute a nuisance. This provision shall also apply to all contractors operating within the neighborhood. Any noise which unreasonably interferes with the peaceful occupation of a resident's premises is prohibited.
- Members (and tenant if applicable) are expected to conduct themselves properly with due consideration for each other and Members of the Association. Members (and tenant if applicable) shall not engage in any behavior that would create liability, higher insurance costs, negative publicity or the like for the Association. The Board of Directors has the power to discipline any person for conduct, which in its opinion tends to endanger the welfare, interest or character of the Association, its Members, residents, tenants, officers and directors, agents, vendors and contractors, and guests and invitees.
- Members (and tenant if applicable) must at all times behave with common courtesy and civility, and refrain from the use of abusive, rude, threatening, or crude language. There shall be no attempt to intimidate, harass, threaten or attempt through any means to control or instill fear in another Members, residents, tenants, officers and directors, agents, vendors and contractors, and guests and invitees.
- Language will be professional and differences of opinion shall be expressed in a clear and business-like fashion. Personal attacks, slurs, obscenities or the like against Members, residents, tenants, officers and directors, agents, vendors and contractors, and guests and invitees are prohibited and are not consistent with the best interest of the Association.
- Any person who verbally threatens the physical well-being of another person, or who engages in behavior which may be dangerous, create a health or safety problem, create a hostile environment, or otherwise disturb others may be reported to the local law enforcement agency.

- Management shall have the right to ask any person(s) to cease their conduct and/or leave the premises as a result of conduct which serves to harass or annoy other persons using the Community Property. If the person(s) causing or participating in inappropriate behavior refuse to cease their activities and/or leave the premises promptly when directed, they will be advised that the failure to do so immediately will accelerate the seriousness of the violation of this rule and fines may be assessed accordingly. At the discretion of Management dealing with the situation, they may seek assistance of the local law enforcement agency to maintain order.

NOTE: For the purpose of the above, "Management" shall be defined as a representative of the Management Company or a Member of the Association's Board of Directors.



MEMBER PARTICIPATION AND CONDUCT AT ASSOCIATION MEETINGS

Creekwood Townhome Association conducts an annual meeting of the Membership, Board of Directors Meetings and special meetings as necessary. Every Member of the Association shall have the right to speak at meetings to the extent required and permissible under Florida Statute Section 720.303 (2). Members are invited to attend all meetings. It is essential for the efficient transaction of Association business being conducted at these meetings that all Members conduct themselves in an appropriate manner that serves the best interests of the whole Association. Members are expected to adhere to the following Code of Conduct at all meetings. When fewer than ten Members are in attendance, some codes may be relaxed. The Association shall have the authority to enforce this Code of Conduct using any means available under the governing documents or state law.

- At meetings of the Board of Directors, the Members will not participate in the business portion of the meeting (with the exception of agenda items where 20% of the Membership has petitioned in accordance with state statute to address the topic).
- At every Board meeting, a public forum will be held at the beginning of the meeting to allow Members to address concerns regarding the agenda or other Association related items. Members must sign in with the Secretary in order to be recognized and will be allowed a maximum of three (3) minutes to speak. If a particular concern warrants a Board action, it will be placed on the agenda for the next scheduled meeting of the Board. In cases where an action is needed sooner than the next scheduled meeting, the Board may consider the topic under New Business or choose to take an action without a meeting and ratify the action at the next scheduled meeting.

- Members must sit quietly and refrain from speaking until recognized by the meeting chair.
- Members must not interrupt anyone who validly has the floor, or otherwise disrupt the meeting.
- When speaking, Members must abide by the time limit that has been adopted by the Board. Unless announced otherwise at the beginning of the meeting, the time limit will be three (3) minutes.
- Members must refrain from engaging in personal oral attacks on Board Members, fellow Association Members and/or Community Manager and should refrain from using other Members' names when speaking.
- All remarks should be addressed to the Board, not the audience.
- During General Membership Meetings, comments must be confined to the agenda item being discussed.
- Members may not speak for a second time until everyone who wants to speak has been given a chance to speak once.
- Members may not speak more than twice on any one issue, subject to the discretion of the meeting chair.
- Members must obey all orders made by the meeting chair, including an order to step down.
- Members must at all times behave with common courtesy and civility, and refrain from the use of abusive, rude, threatening, or crude language.



MEMBERS IN GOOD STANDING

- A Member in “good standing” shall be defined as a Member who has fully paid all installments due for assessments made against the Member and/or his/her Lot/Unit, together with all interest and late charges, costs, attorney’s fees, penalties, fines and other expenses.
- A Member in “good standing” shall be defined as a Member who has no unresolved violations of the Community Standards or the CCR’s.
- A Member in good standing shall be further defined as a Member who has not received a third warning or higher on any violation within the last twelve (12) months or a cumulative number of citations greater than four (4) of any level.

- Members who seek to challenge a determination that they are not in good standing shall be heard by the Covenants Enforcement Committee.
- Members who are not in good standing, as defined in items 1 and 2 above shall have recreational and voting rights suspended until such time as all monies due the association have been paid and the members are in compliance with all lawfully adopted and published rules and regulations for a period of sixty days.
- Members who are not in good standing, as defined in items 1, 2, and 3 above shall not be permitted to serve on the Association's Committees, Board of Directors, etc.
- Members who are not in good standing, as defined in items 1 and 2 above, are considered in default of their contractual obligation to the Association and until this breach of contract is cured, the Association may not consider any Architectural Alteration Applications.



PETS

- A maximum of two domestic pets consisting of any combination of dogs, cats, bunnies, ferrets or other small domestic pets may be harbored in a home. Exotic animals, monkeys, swine, poultry and snakes are not permitted to be harbored in a Home within Creekwood.
- All pets (dogs and cats) are subject to the Manatee County Animal Ordinances and must be leashed and under control when outside. Dogs and cats are not permitted to roam unattended throughout the neighborhood.
- Pets may not be tethered outside of the unit nor left unattended on screened patios.
- Pets (dogs and cats) are not permitted within retention or other natural areas, or on another Owner's property without that Owner's permission.
- Animal noise cannot interfere with the quiet enjoyment of residents.
- Designated walking areas for pets (dogs and cats) are along the streets on the grassy area between the sidewalks and paved road surface and at common areas within Creekwood.
- Any pet (dogs and cats) feces deposited within a designated pet area, a common area or a residential property within Creekwood must **be removed** by the individual in attendance and disposed of in their personal trash receptacle.

Depositing pet feces in retention areas, storm drains or on other community property is prohibited.

- Manatee County Ordinances require that all dogs and cats be vaccinated against rabies annually and all dogs shall wear a current County animal license tag.
- Manatee County Animal Ordinance 00-26 as amended by 03-08 states that “Excluding public right-of-way on an owner’s private property, no DOG or CAT shall be allowed to stray, run or go, AT LARGE upon any public property or street, sidewalk, park, or on the private property of another without the consent of the property owner. ... the dog or cat shall be under the direct control of the owner or keeper...”
- Manatee County Animal Ordinance also states that “No companion animal shall be allowed to unreasonably annoy humans, to endanger the life or health of other animals or persons acting lawfully, or to substantially interfere with the rights of others thereby interfering with the reasonable use and enjoyment of property. It shall be prima facie evidence of nuisance if a companion animal:
 - a. consistently and/or constantly makes excessive noise;
 - b. causes damage to or destruction of another’s property;
 - c. causes unsanitary, dangerous or offensive conditions, including the fouling of the air by offensive odor emanating from excessive excrement;
or
 - d. creates a pest, parasite or scavenger control problem which is not effectively treated. “
- Manatee County Ordinances are enforced by Animal Services.
- Any pet which becomes dangerous or an annoyance or nuisance in the neighborhood or nearby property may be subject to removal from Creekwood. Upon being given notice to remove the pet, the Owner must comply within 24 hours. (A nuisance for purpose of this section shall follow those nuisances outlined in the Manatee County Ordinances.)



PORTABLE STORAGE/MOVING CONTAINERS

- Portable storage/moving containers (commonly known as PODS) or any similar units designed for the temporary storage or transportation of a resident's personal household goods must be located in the resident's own driveway for no more than 5 consecutive days.
- Such containers may not be located on the streets, any Common Areas or Community Property or in designated fire or traffic lanes, and may not block

public sidewalks or obstruct the access of other residents. Such containers may be located in a neighboring resident's driveway with the neighboring resident's prior written permission.

- Use of such containers for commercial or home business storage or for a period in excess of 5 days is expressly prohibited. These containers shall not be used for long-term storage on-site. If longer-term storage is needed, please utilize an off-site storage facility. Under special circumstances, the Association may issue permits for time extensions and schedule variations, provided that permission is requested ahead of time.
- After proper notification is given to the owner, the Association has the right to enter a property and have the container removed if the owner has failed to comply with these standards. All related costs to enforce these standards including administrative charges and out-of-pocket expenses for the Association plus any attorney fees will be charged against the homeowner and a lien immediately placed against the property which will remain until paid in full together with all administrative, out-of-pocket and attorney's costs.



RECORDING OF MEETINGS BY MEMBERS

Creekwood Townhome Association, Inc. (the "Association") conducts an annual meeting of the Members, meetings of the Board of Directors of the Association, meetings of committees of the Association, and special meetings as necessary. Members have the right to tape record or video tape a meeting to the extent permissible under Section 720.306(10), FL Statute. Members are expected to adhere to, and the Association shall be entitled to enforce, the following policy at all annual meetings of the Members, meetings of the Board of Directors of the Association, meetings of committees of the Association, and special meetings. The Association shall have the authority to enforce this policy using any means available under the Governing Documents of the Association or applicable law.

Any Member may tape record or videotape annual meetings of the Members, meetings of the Board of Directors of the Association, meetings of committees of the Association, and special meetings, subject to the following restrictions:

- The only audio and video equipment and devices which members are authorized to utilize at any such meeting is equipment which does not produce distracting sound or light emissions.
- All audio and video equipment shall be assembled and placed in position at least fifteen (15) minutes in advance of the scheduled commencement of the meeting.

- Anyone videotaping or recording a meeting shall not be permitted to move about the meeting room in order to facilitate the recording.
- No tape recording or videotaping of any meeting shall interfere with or obstruct the meeting, and none of the equipment used for taping shall interfere with or obstruct any Member's or director's view of the meeting or ability to hear the meeting.
- Advance notice shall be given to the Board of Directors by advising the community association manager or the Secretary of Board of Directors in writing of a Member's intent to utilize any audio or video equipment. Said notice shall be received no later than one (1) business day prior to the date of the meeting.
- Video or audio recordings of meetings of the board or of the Members cannot be released or distributed outside of the Association without the written consent of the board and any Member who appears in or was present at the meeting.
- There shall be no audio or video taping of meetings by a third party (non-Member) without a written request and written approval by the Board of Directors.



VEHICLES: MAINTENANCE, PARKING, STREET USAGE & TOWING

Note: For purposes of these guidelines, the term vehicle shall include but not be limited to personal passenger vehicles, commercial vehicles of any kind, school buses, limousines, recreational vehicles, buses, tractors (with or without trailer attached), portable storage containers (PODS) or similar moving containers, boats, jet skis, boat trailers, house trailers, and trailers of every other type including horse trailers and utility trailers, motor homes, tractor trucks, campers, go carts, golf carts, motorcycles, motor scooters, trail bikes, all-terrain vehicles or any other related form of transportation devices.

Vehicles

- No vehicles displaying commercial advertising (lettering, graphics or other commercial insignia) shall be parked within the public view with the exception of:
 - a. vehicles used by a company that is providing a service to the common areas or a resident. These vehicles may only be parked within Creekwood for the time that the service is being provided; or
 - b. such lettering, graphics or insignia is/are completely covered with a magnetic or other type covering of the same color as the vehicle.

- Commercial vehicles used in business for the purpose of transporting goods, equipment and the like shall only be allowed to be parked inside of the home's garage and may not be parked within the public view. The only exception is a service provider while providing a service to the common areas or a Member's residence and these vehicles may not remain parked within Creekwood overnight.
- No vehicle displaying racks, hooks, tool boxes or ladders may be parked within Creekwood except by a service provider while providing a service to the common areas or a resident. These vehicles may not remain parked within Creekwood overnight unless parked within the Home's garage.
- The term commercial vehicle shall not be deemed to include recreational or utility vehicles (i.e. Broncos, Blazers, Explorers, etc.) up to 21'5" in length or clean "non- working" vehicles such as half ton to 1 ton pick-up trucks, vans, or cars if they are used by the Owner on a daily basis for normal transportation and does not have lettering, graphics or other commercial insignia on it.
- For any resident who drives an automobile issued by the County or other governmental entity (i.e., police cars), such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the home.
- These provisions shall not apply to construction vehicles in connection with the construction, improvement, installation or repair by developer or builders of homes, common areas or any other Creekwood facility.
- No vehicle which cannot operate on its own power or which does not have a current license plate shall remain in Creekwood for more than forty- eight (48) hours, except in the garage of a Home.
- No vehicles shall be stored on blocks, nor may inoperable vehicles or vehicles with parts removed be stored or parked outside of a garage within Creekwood.
- No tarpaulin covers on vehicles shall be permitted anywhere within the public view.

Maintenance

- Except in the garage of a Home, no maintenance or repair, except emergency repair (locksmith, tire replacement, broken window replacement) shall be made within Creekwood nor shall vehicle repair equipment (mechanic lifts, transmission pullers, etc.) be stored or operated in the public view.

Parking

- Residents' automobiles shall be parked in the garage or driveway and shall not block the sidewalk. In either case, the automobile's height should not prevent the automobile from entering the garage.
- **There are a limited number of parking spaces within Creekwood and these spaces are reserved for guest parking.**

- Parking on the grass whether on the Owner's lot, on common area or on a vacant lot is not allowed.
- No commercial vehicle, limousines, school bus, recreational vehicle, boat, trailer, including, but not limited to, boat trailers, house trailers, and trailers of every other type, kind or description, or camper, may be kept or parked within Creekwood except in the garage of a Home.
- No vehicles of any nature shall be parked on any portion of Creekwood or a lot except on the surfaced parking area thereof.
- No vehicles bearing a "for sale" sign shall be parked within the public view anywhere within Creekwood.

Street Usage

- Streets within Creekwood are owned by the Association. Street parking is prohibited. Street parking is dangerous to everyone because it can block access for emergency vehicles and hide pets and children at play from view of on-coming traffic thus creating the possibility for serious accidents.
- Mopeds, motorized scooters and mini cycles are prohibited from being operated on the sidewalks or streets within Creekwood while under engine power. This guideline follows Florida Statute 322.03 which does not allow these vehicles to be operated on sidewalks and public streets.
- Streets are intended for the use of motor vehicles only. Playing games or congregating on the streets is not permitted. This creates a hazard for drivers and those who are using the streets inappropriately.

Towing

- Section 12.4.4 of the Declaration of Covenants grants the Association the right to tow vehicles that are parked in violation of the Declaration or rules and regulations of the Association. A regulation towing sign has been posted at the entrance of the community in compliance with Florida Statutes 715.
- Any resident or guest in violation of the parking guidelines will be subject to having their vehicle towed at their sole expense if the vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or if the vehicle was cited for such violation within the preceding fourteen (14) day period.
- The Association also has the right to tow vehicles from an Owners' lot if in violation and proper notification has been given to the Owner.



VOLUNTEER STANDARD OF CONDUCT AND RESPONSIBILITIES

Volunteers of Creekwood Townhome Association, Inc. (Association) must demonstrate by their example the highest standards of ethical conduct, to the end that the General Membership of the Association may justifiably have trust and confidence in the integrity of the Association. Volunteers shall serve as a Member of an Association committee or Board of Directors for the benefit of the Association, shall recognize that the Association's interest is their primary concern, and shall faithfully discharge the duties of their position to the best of their abilities and regardless of personal considerations.

Conflicts of Interest

No Volunteer shall:

1. Solicit or accept any gift, directly or indirectly, whether in the form of money, loan, gratuity, favor, service, thing or promise, or in any other form, under circumstances in which it can be reasonably inferred that the gift is intended to influence him/her in the performance of his/her committee duties.
2. Disclose confidential information gained by reason of his/her position or such information for the personal gain or benefit on anyone.
3. Engage in any business transaction or activity or have a financial interest, direct or indirect, which is incompatible with the proper discharge of his/her duties or which may tend to impair his/her independence of judgment in the performance of his/her Board and/or committee duties.
4. Represent private interests in any action or proceeding against the interests of the Association.
5. Vote on any question before the Board and/or committee affecting his/her financial interests or that of his/her employer, business, or professional affairs or that of his/her immediate family, provided nothing shall preclude him/her from participating in any discussion on the question, unless a majority of the committee present and voting decides to exclude him/her from the discussion.

Disclosure of Interest

1. Any Volunteer who acquires such interest as may reasonably tend to create a conflict with the Association interest will make full disclosure in writing to the Chairman of the committee or Board at such time as any conflict becomes apparent. Any Volunteer, who knows that he/she has a personal or private interest, direct or indirect, in any proposal before the committee, will disclose such interest in writing to the committee or Board. Such disclosure will be made a matter of record prior to the taking of any vote on such proposal and the Volunteer with the interest shall not vote on the proposal.

Fair and Equal Treatment

1. No Volunteer will use his/her position to secure or grant special consideration, treatment, advantage, privilege or exemption to himself/herself or any person beyond that which is available to every other Association Member.

2. No Volunteer will use his/her position to make promises or threats to Association Members.

Conduct

As a Volunteer I will:

1. Fulfill my duties and responsibilities in a cordial and pleasant manner.
2. Treat fellow Volunteers, Association Members, and management personnel with courtesy and respect.
3. Perform only those tasks assigned to me by a committee or by the Board.
4. Raise issues in the most productive and courteous way possible.
5. Commit to keep all fellow Volunteers fully informed and understand that all decisions will be made at announced meetings, keeping in mind that all decisions and recommendations must be reached in the best interests of the entire community.
6. Acknowledge that the chairperson will facilitate and coordinate all discussions during meetings and will be the spokesperson unless another arrangement is made by the committee or Board on which I am serving.
7. Acknowledge that there may be times when Board or committee members will have a difficult time reaching consensus. During these times, I will afford other members full courtesy and respect during the discussion on the matter.
8. Acknowledge that upon conclusion of my Volunteer service, all information that I obtain through the performance of my duties while serving will remain confidential and will not be used for personal reasons.
9. Acknowledge that upon conclusion of my Volunteer service, all work papers and other records will be returned to the committee chairperson, the Board President or Community Manager.

Attendance

1. The committee chairperson or the Board of Directors may remove any Volunteer who fails to attend meetings on a regular basis.

Indemnification

1. The Association will maintain insurance, both workers' compensation and directors and officers insurance, to indemnify any Volunteer who is performing their assigned duties in accordance with these guidelines.
2. No Volunteer shall take any action that could result in increasing insurance costs as a result of that action.

Sanctions for Violations

1. Any Volunteer who violates any of these standards or does not maintain a Member in Good Standing status may be removed from their Volunteer duties by the Board of Directors.



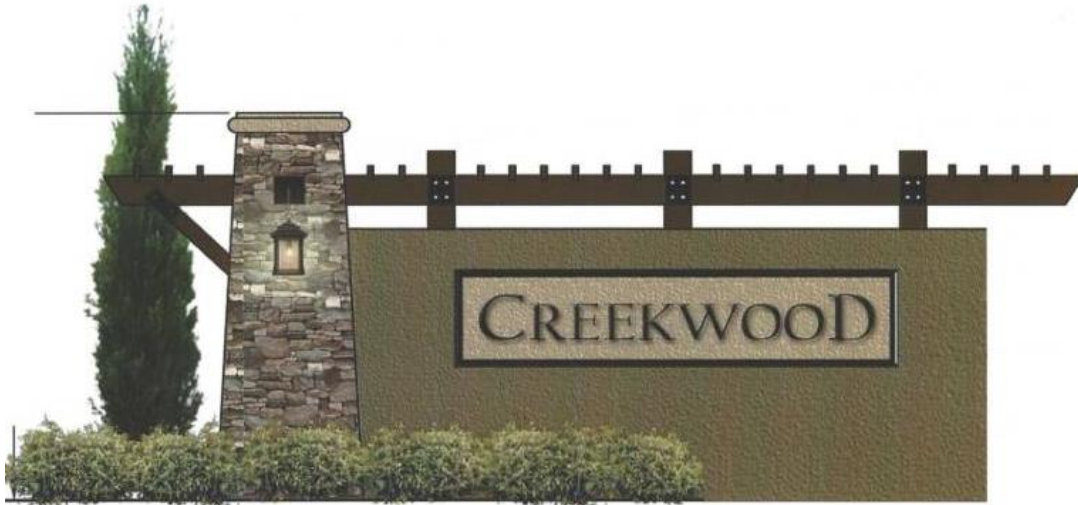
Acceptance of Standard of Conduct and Responsibilities

Each Volunteer will acknowledge receipt of a copy of this Resolution and indicate understanding and agreement to abide by its provisions by signing below.

I agree to the above standards of conduct and responsibilities and acknowledge that these guidelines are fundamental to the success of the committee or board on which I will serve and in the best interest of the Association.

Volunteer's Signature _____ Date _____

Volunteer Position _____



Committee Charters

ARCHITECTURAL CONTROL COMMITTEE CHARTER RESOLUTION

WHEREAS, Section 19 of the Community Declaration for Creekwood Townhomes provides for the creation of an Architectural Control Committee as a standing committee of the Association, and

WHEREAS, it is in the best interest of the homeowners and the Creekwood Townhome Association to have a committee to assist in establishing and enforcing community standards and reviewing and deciding upon architectural change requests, and

WHEREAS, the Board of Directors has identified the need for such a committee;

NOW THEREFORE LET IT BE RESOLVED, that the Board of Directors of the Association does establish by this resolution an Architectural Control Committee as a standing committee of the Association.

ARTICLE I

DUTIES AND FUNCTIONS OF THE COMMITTEE

1. Purpose of the Architectural Control Committee (ACC) is to provide assistance in establishing and enforcing community standards and reviewing and deciding upon change requests, in the realm of the Association's architectural scheme.
2. Nominate and elect a chairperson, vice-chairperson and secretary. The names of the persons elected to such offices shall be presented to the Board of Directors for final confirmation
3. Periodically review standards and guidelines for adequacy and application and present recommendations to the Board of Directors for approval.
4. Be alert to architectural problems shared by members and seek a solution to these problems.
5. Prepare articles for the community newsletter in accordance with the instructions of the Board of Directors.
6. Prepare and present to the Board of Directors comprehensive and complete minutes of all committee meetings.
7. The committee shall consist of at least three (3) members. One (1) as chairperson, one (1) as vice-chairperson and one (1) as secretary to the committee.
8. The committee shall meet monthly; however, in any case shall meet as often as necessary to complete its assigned responsibilities, including voting on any architectural applications.
9. Committee chairperson or his/her alternate shall attend all committee meetings and Board of Directors meeting.
10. A committee member shall be considered inactive when, without good cause, fails to attend three (3) consecutive meetings.
11. All committee members shall act with the best interest of the homeowners and Association in mind. Personal "missions" or "vendettas" will not be tolerated.
12. The committee shall act on a consensus basis. In the case of a split decision, the chairperson will act as the deciding vote.

13. All committee members shall keep in mind they have been appointed to serve the community, not to act as "police" of the community.
14. Committee members shall bring serious issues to the attention of the committee, Community Manager and/or Board of Directors.
15. When a committee member submits an application for review, they shall abstain from discussion and voting on their application.
16. All issues discussed are considered confidential and are not to be discussed outside the realm of the meeting.
17. The committee shall comply with the Board of Directors Resolution "Volunteer Standards of Conduct and Responsibilities".

ARTICLE II

DUTIES AND RESPONSIBILITIES OF COMMITTEE OFFICERS

Elections shall be held at the first Committee meeting of the year or prior to the annual meeting of the members of the Association each year, whichever occurs first. Officers shall be as follows: chairperson, vice-chairperson and secretary. Their respective duties and responsibilities are outlined below.

Chairperson:

1. Shall designate the time and place of the meeting and call the meeting to order and conduct the meeting.
2. Act as a liaison between the committee, the Board of Directors and the Community Manager. Shall be present at committee meetings and Board of Directors meetings at which a report of activities shall be presented.
3. Shall forward all reviewed applications, recommendations and such to the Community Manager and/or Board of Directors.

Vice-chairperson:

1. Shall assist the chairperson during the committee meetings. In the absence of the chairperson, shall designate the time and place of the meeting and call the meeting to order and conduct the meeting.
2. In the absence of the chairperson, shall act as a liaison between the committee, the Board of Directors and the Community Manager.
3. Shall be present at committee meetings and in the absence of the chairperson, be present at the Board of Directors meetings at which a report of activities shall be presented.
4. In the absence of the chairperson, shall forward all reviewed application, recommendations and such to the Community Manager and/or Board of Directors.

Secretary:

1. Shall record and keep comprehensive and complete minutes of all committee meetings.
2. Shall forward the minutes to the committee members, Community Manager and/or Board of Directors.

3. In the absence of the chairpersons, shall designate the time and place of the meeting and call the meeting to order and conduct the meeting.
4. In the absence of the chairpersons, shall act as a liaison between the committee, the Board of Directors and the Community Manager.
5. Shall be present at committee meetings and in the absence of the chairpersons, be present at the Board of Directors meetings at which a report of activities shall be presented.
6. In the absence of the chairpersons, shall forward all reviewed applications,

Prospective Committee Members:

1. The prospective committee member shall attend two (2) consecutive committee meetings, which is considered a probationary period.
2. The prospective member shall have no vote in committee decisions prior to the completion of his /her probation period.
3. At the conclusion of the probation period, the prospective members name will be submitted to the Board of Directors for appointment to the committee.
4. When a prospective member submits an application for review, they shall abstain from discussion and voting on the application.

Article III

Developer Control Period

For so long as the Developer owns any portion of the property within South Hampton, the Developer shall have all powers of the Architectural Control Committee and will assign one Developer representative to serve as the Chairman of the Architectural Control Committee. The Developer retains the right to over-rule any decision rendered by the Architectural Control Committee.

Approved by adoption of the Book of Standards for Community Living.

COMMUNITY SPIRIT COMMITTEE CHARTER RESOLUTION

WHEREAS SECTION 9 of the Bylaws for Creekwood Townhome Association provides for the creation of committees as deemed appropriate by the Board of Directors; and

WHEREAS, the Board of Directors has identified the need to create a Community Spirit Committee within Creekwood Townhomes,

NOW THEREFORE, the Community Spirit Committee shall be created for the purpose as stated below and to work within the parameters as described in this charter.

The purpose of the committee is to foster a sense of community within Creekwood Townhomes. This is accomplished through communications (newsletter and web-site) and community wide events such as holiday parties, community garage sales, Community Beautification Day, block parties and contests.

This committee will serve as an advisory committee to the Board of Directors and shall consist of three to fifteen residents. A member of the Board of Directors shall be designated to approve all communications prior to distribution to the community. All community activities must have the approval of the Board prior to implementation.

The Committee shall hold meetings no less than bi-monthly. There shall be a Chairman and a Recording Secretary. The Recording Secretary for the Committee shall take minutes of the meeting and provide a copy to the Board of Directors and Management within five days of the meeting.

A written report of all activities and recommendations will be provided to the Board one week prior to the regularly scheduled Board of Directors meeting. A Committee Member will be in attendance at the Board meeting to provide information to the Board as requested.

All newsletters must receive prior approval from the designated member of the Board of Directors before printing and mailing occur.

If the community has a website, the Committee will provide updates to the website as required by the Board of Directors or Management. The Board of Directors shall select a webmaster. The webmaster shall check in with the Manager at least monthly to inquire about updates needed on the website. No postings may be made to the website without written copy approval signed by the designated Board member or management.

All meetings of the committee shall be open for any member of the Association to attend. Guests at a meeting shall not have a vote on business being conducted nor shall they interrupt the business meeting procedures in any way. The Committee Chairman may invite comments from guests at the meeting but the committee will not be required to take an action on any comments made.

ESSENTIAL FUNCTIONS:

1. Develop an overall communications plan to inform residents of current community happenings, archive important information on the website, and ensure that those desiring information understand how to find it.
2. Be a member of the Emergency Management Team.
3. Produce a newsletter that will be distributed on a monthly or bi-monthly basis as determined by the Board and Committee jointly.
4. Determine if advertising to offset copy costs is appropriate and make recommendations to the Board on amount to be charged for advertisements. The committee will be responsible for securing advertisements for the newsletter.
5. Maintain the community website that will serve as an archive of community documents and information.
6. Organize an email buddy system to ensure that those without emails will receive current information.
7. Maintain and update a phone tree to pass information of an immediate nature throughout the community.
8. Determine methods of facilitating community spirit, unity, etc. and once approved implement.
9. Determine methods of presenting the Creekwood community in a positive light throughout the local community and Manatee County.
10. Plan and publish the annual calendar of events which should include regularly scheduled Board and Committee meetings, special community events, annual meetings, etc.
11. Assist management in the development of a bi-annual member satisfaction survey.
11. Plan and implement community wide events such as socials and community garage sales. In most cases the events shall be self-sustaining.
12. Welcome all new residents to the community.
13. Perform any other responsibilities as may be assigned from time to time by the Board of Directors.

KNOWLEDGE, SKILLS AND ABILITIES:

1. Ability to be creative, plan events and encourage people to attend the events.
2. Ability to communicate effectively in verbal and written formats.
3. Ability to work as a team player and contribute to a process that protects and enhances the community as a whole.

DUTIES AND RESPONSIBILITIES OF COMMITTEE OFFICERS:

1. Elections shall be held at the first Committee meeting of the year or prior to the annual meeting of the members of the Association each year, whichever occurs first. Officers shall be as follows: Chairperson, Vice-chairperson, Treasurer and Secretary. Their respective duties and responsibilities are outlined below.

Chairperson:

1. Shall designate the time and place of the meeting, call the meeting to order and conduct the meeting.
2. Act as a liaison between the committee, the Board of Directors and the Community Manager.
3. Shall be present at committee meetings and Board of Directors meetings at which a report of activities shall be presented.
4. Shall forward all reviewed applications, recommendations and such to the

Community Manager and/or Board of Directors.

Vice-chairperson:

1. Shall assist the chairperson during the committee meetings. In the absence of the chairperson, shall designate the time and place of the meeting, call the meeting to order and conduct the meeting.
2. In the absence of the chairperson, shall act as a liaison between the committee, the Board of Directors and the Community Manager.
3. Shall be present at committee meetings and in the absence of the chairperson, be present at the Board of Directors meetings at which a report of activities shall be presented.
4. In the absence of the chairperson, shall forward all reviewed application, recommendations and such to the Community Manager and/or Board of Directors.

Treasurer:

1. Shall be responsible for keeping an accurate accounting of expenses income using an Excel Spreadsheet.
2. Shall keep a copy of all receipts and deposits of funds spent for events and communication activities for the committee records.
3. Shall provide all original receipts to the Community Manager as documentation for association records.
4. Shall provide a financial report to the committee members, Community Manager and/or Board of Directors at each meeting of the committee or at the request of the Community Manager.
5. Following adopted procedures, shall request funds from the Community Manager and provide backup documentation (receipts) for all funds expended on committee events and communications.
6. Shall deposit any funds remaining from a planned event or profits from an event with the Community Manager and obtain a receipt for the deposited funds. This receipt shall be kept as a part of the Treasurer's files.
7. Shall assist in keeping the committee within their budget for each planned activity.

Secretary:

1. Shall record and keep comprehensive and complete minutes of all committee meetings.
2. Shall forward the minutes to the committee members, Community Manager and/or Board of Directors.
3. In the absence of the chairpersons, shall designate the time and place of the meeting, call the meeting to order and conduct the meeting.
4. In the absence of the chairpersons, shall act as a liaison between the committee, the Board of Directors and the Community Manager.
5. Shall be present at committee meetings and in the absence of the chairpersons, be present at the Board of Directors meetings at which a report of activities shall be presented.

INDEMNIFICATION:

Any member of this Committee, determined by the Board of Directors to be acting within the authority defined in this charter, shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred or imposed upon him/her in connection with any proceeding brought by a member of the Association by reason of his/her being a member of this Committee.

Approved by adoption of the Book of Standards for Community Living.

COVENANTS ENFORCEMENT COMMITTEE CHARTER

WHEREAS Section 20.6 of the Community Declaration for Creekwood Townhomes Community Association and Florida Statute 720 have provided the Association with the power to enforce the Association's governing documents by levying reasonable fines against a Member for any violation of the Bylaws; the Declaration and the adopted Rules and Regulations of the Association, committed by such Member or any occupant of the Home owned by the Member, and

WHEREAS Section 9 of the Bylaws of Creekwood Townhome Association allows for the Board of Directors to appoint committees as may be deemed appropriate to carry out the purpose of the Association,

NOW, THEREFORE, LET IT BE RESOLVED THAT a Covenants Enforcement Committee (Committee) will be created consisting of three (3) to nine (9) Members of the Association who are not officers, directors or employees of the Creekwood Townhomes Community Association or the spouse, parent, child, brother or sister of an officer, director or employee of the Association and that the published Covenant's Enforcement Policy will be adopted and adhered to:

DUTIES AND FUNCTIONS OF THE COMMITTEE:

The Committee shall consist of three to nine members who will be trained in the hearing process. This committee will be a standing Committee of the Board of Directors with specific delegated authority. The Committee's primary purpose is to conduct hearings and render decisions regarding the issuance of citations and imposition of penalties for violations of the Association's Covenants and Rules and Regulations and to do so consistently and impartially.

1. The Committee shall follow the Covenant's Enforcement Policy as adopted by the Board of Directors and published in the Standards for Community Living.
2. Committee Members shall review all information provided by Community Manager concerning the issuance of citation and if appropriate, visually review the violation on the resident's property prior to the meeting.
3. Listen attentively and with an open mind to residents who appear before the committee.
4. At conclusion of hearing, render written decision either upholding or rejecting the original citation and accompanying penalty. Deliver opinion to Community Manager.
5. The Committee Members shall hold all information regarding violations and hearings in confidence and shall not discuss with anyone who is not a Committee Member.
6. The Committee shall make any recommendations to amend or modify the Association's recorded documents to the Board of Directors.
7. Any policies, rules or regulations that the Committee feels are not clearly defined will be reported to the Board of Directors as soon as possible. This includes recommendations for new rules or additional policies that may need to be considered.
8. The Committee shall perform any other responsibilities as may be assigned from time to time by the Board of Directors.

KNOWLEDGE, SKILLS AND ABILITIES:

1. Ability to listen and logically decipher the facts.
2. Ability to interpret Rules and Regulations on a consistent basis.
3. Ability to communicate effectively in verbal and written formats.
4. Ability to work as a team player and contribute to a process that protects and enhances the community as a whole.
5. Committee members may not be related to any Board member.

DUTIES AND RESPONSIBILITIES OF COMMITTEE OFFICERS:

Elections shall be held at the first Committee meeting of the year or prior to the annual meeting of the members of the Association each year, whichever occurs first. Officers shall be as follows: chairperson, vice-chairperson and secretary. Their respective duties and responsibilities are outlined below.

Chairperson:

1. Shall designate the time and place of the meeting and call the meeting to order and conduct the meeting.
2. Act as a liaison between the committee, the Board of Directors and the Community Manager. Shall be present at committee meetings and Board of Directors meetings at which a report of activities shall be presented.
3. Shall forward all reviewed applications, recommendations and such to the Community Manager and/or Board of Directors.

Vice-chairperson:

1. Shall assist the chairperson during the committee meetings. In the absence of the chairperson, shall designate the time and place of the meeting and call the meeting to order and conduct the meeting.
2. In the absence of the chairperson, shall act as a liaison between the committee, the Board of Directors and the Community Manager.
3. Shall be present at committee meetings and in the absence of the chairperson, be present at the Board of Directors meetings at which a report of activities shall be presented.
4. In the absence of the chairperson, shall forward all reviewed application, recommendations and such to the Community Manager and/or Board of Directors.

Secretary:

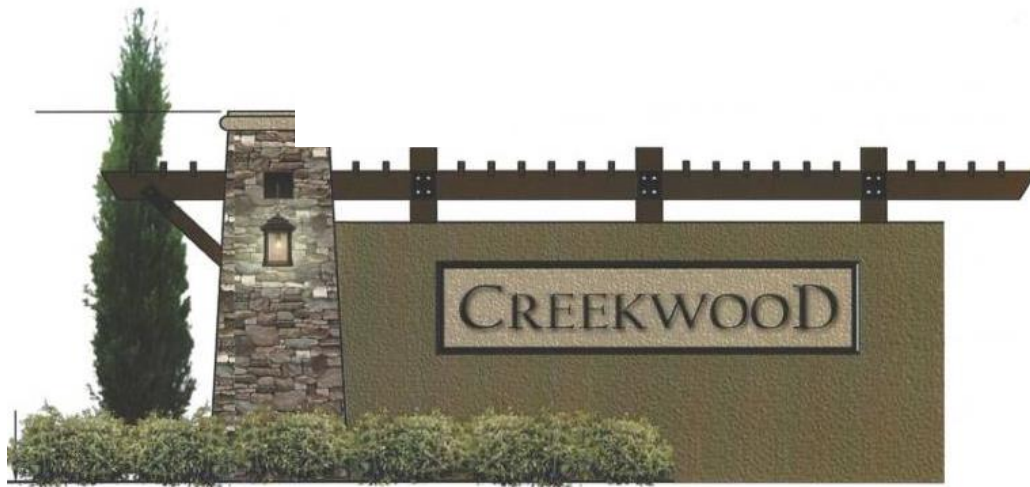
1. Shall record and keep comprehensive and complete minutes of all committee meetings.
2. Shall forward the minutes to the committee members, Community Manager and/or Board of Directors.
3. In the absence of the chairpersons, shall designate the time and place of the meeting and call the meeting to order and conduct the meeting.
4. In the absence of the chairpersons, shall act as a liaison between the committee,

- the Board of Directors and the Community Manager.
5. Shall be present at committee meetings and in the absence of the chairpersons, be present at the Board of Directors meetings at which a report of activities shall be presented.

INDEMNIFICATION:

Any member of this Committee, determined by the Board of Directors to be acting within the authority defined in this charter, shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred or imposed upon him/her in connection with any proceeding brought by a member of the Association by reason of his/her being a member of this Committee.

Approved by adoption of the Book of Standards for Community Living.



Recreational facilities
Rules & regulations

RECREATIONAL FACILITIES RULES & REGULATIONS

Introduction

The Board of Directors for Creekwood Townhomes has adopted these Rules and Regulations for the safety and security of the Association and its Members. The Board may modify these Rules and Regulations from time to time as needed.

Violations of the Rules and Regulations are subject to verbal warnings, written warnings, suspension and further actions taken as outlined in the Rules and Regulations, and deemed appropriate by the Board.

Conduct Code

Management, staff, fellow Members and guests are to be treated in a courteous and considerate manner. Improper conduct, obscenities, verbal or physical threats by Members and/or guests will not be tolerated anywhere within the Recreational Facilities. Actions by any person of any nature which may be dangerous, create a health or safety problem, create a hostile environment, or disturb others, are not permitted. This includes noise, intoxication, quarreling, threatening, fighting, offensive or abusive language or behavior. Members are responsible for family, guests and their invitees.

All Members are expected to conduct themselves properly with due consideration for each other and for fellow Members, guests and Management. The Board of Directors has the authority to discipline, within the Rules and Regulations, any person for conduct which in their opinion, tends to endanger the welfare, interest or character of the Association, as well as for the violations of the specific Rules and Regulations of the Association.

Management has the right to ask any person(s) to cease their conduct and/or leave the premises as a result of conduct, which serves to harass or annoy other persons using the Recreational Facilities. At the discretion of Management dealing with the situation, the assistance of the local law enforcement agency may be sought to maintain order. A copy of the official law enforcement report of the incident shall be obtained and delivered to the Board within five (5) business days.

Any person who verbally threatens the physical well-being of another person or who engages in behavior that may be dangerous, create a health or safety problem, create a hostile environment, or otherwise disturb others and cause them to fear for their physical well-being may be reported to the local law enforcement agency.

Anyone who observes a violation of these Rules and Regulations shall bring the matter to the attention of Management. Members are discouraged from trying to enforce the Rules and Regulations on their own.

Should the Association choose to contract for pool monitoring services, no Member shall reprimand or harass the pool monitor ("Staff"). All complaints regarding services rendered by Staff must be made to the Board of Directors or the Community Manager. Members shall not engage or direct Staff on any private business, nor shall

any Staff member be used for the individual benefit of the Member, nor shall any Member direct, supervise, or in any manner attempt to assert control over any such Staff members.

Use of Recreational Facilities

1. Recreational Facilities (pool, activity room) are for the use of Members, their families, guests and invitees only. Management and/or Staff may ask to inspect proper identification and those persons not showing it may be required to leave. **All Recreational Facilities are used at the risk and responsibility of the user and the user shall hold the Association harmless from damage or claims by virtue of such use.**
2. Each home is allowed to have up to five (5) guests at one time unless prior approval for additional guests is given. Guests must be accompanied by a member of the home who is 18 years old or older. Members 14 – 17 years of age may have one guest.
3. Members may use the Recreational Facilities as follows:
 - a. Each home will be issued two (2) key tags. These are for the use of the Members only.
 - b. When key tags are used, the system registers your name and time of entry.
 - c. Key tags are the responsibility of the Owner. If misplaced or lost, please contact the management company immediately so that the key fob can be deactivated.
 - d. Replacement key tags will be issued at a charge of \$25 per key tag. A maximum of two key tags may be issued to each address.
 - e. When applying for a key tag, State issued identification must be presented (i.e. driver's license, passport). Tenants must also provide a copy of their lease.
 - f. Skateboarding or use of similar equipment will not be permitted anywhere on the Recreational Facilities.
 - g. Wet bathing suits are not allowed to be worn inside the office.
 - h. Profanity and bullying will not be tolerated.
 - i. No vandalizing of Recreational Facilities.
 - j. Anyone under the age of fourteen (14) must be accompanied by an adult (a person 18 years or older) while at the Recreational Facilities.
 - k. Swimming and boating will not be allowed on any stormwater ponds.
 - l. Diving or flips into the swimming pool will not be allowed.

- m. No fighting.
 - n. Except as permitted under Florida law, no firearms or weapons (as defined in Chapter 790, Florida Statutes) are permitted on the properties.
 - o. With the exception of a community sponsored event where alcoholic beverages are permitted, Members or guests may not bring or consume alcoholic beverages within the Recreational Facilities. No one under the age of twenty-one (21) is allowed to bring or consume alcoholic beverages within the Recreational Facilities.
 - p. Illegal drugs and paraphernalia are prohibited.
 - q. Pets (except for service animals as defined by Florida Law) will not be allowed in the office, the swimming pool area, or other posted areas, with the exception of community events and/or programs. All pets must be on a leash when on any common property.
 - r. Climbing gates, fences, or gaining access to the Recreational Facilities through non-traditional or unorthodox means is not allowed.
4. Community property may not be removed from the office or swimming pool area without written consent of the Board of Directors or the Association Manager.
 5. Anyone damaging community property of Recreational Facilities must reimburse the Association for all costs associated with its repair or replacement. Members are responsible for damages caused by their family, guests and invitees.
 6. Smoking is prohibited at the swimming pool and in accordance with the Florida Clean Air Act, smoking is prohibited within the office.
 7. The Association has the right to close any Recreational Facility. Any Recreational Facility closed by the Association shall not be used in any manner until it is reopened.
 8. All instructors are independent contractors that must be approved, certified, insured and must have a contractual agreement with the Association. (i.e., private swim instructor, yoga instructor)

Swimming Pool Facility (pool, deck, cabana)

1. The pool is open from 7:00 AM until dusk.
2. Key tags must be readily available to Staff (if any) when using the pool.
3. Lifeguards will not be present at the pool. All persons using the pool do so at their own risk.

4. Maximum bather load is 30 persons. All persons using the pool shall obey the capacity requirements posted, which are defined by Manatee County and the State of Florida.
5. Children under the age of fourteen (14) must be accompanied by an adult at all times while using the pool.
6. Proper swimming attire must be worn while using the pool. (Bathing suits only.) No thong swimwear is permitted at the pool.
7. No smoking is allowed within the fenced area of the Pool Facility.
8. No diving is allowed.
9. Incontinent persons, including children who are not toilet-trained, must wear swim diapers or other protective pants designed for use in a swimming environment when using the pool.
10. No floatation devices are permitted in the pool, except for swim aids and water aerobics equipment.
11. No running or rough housing is allowed in the swimming pool facility.
12. No animals with the exception of qualified service animals are allowed within the Pool Facilities.
13. Alcohol is prohibited at the Pool Facilities.
14. No glass containers of any kind are allowed in the Pool Facilities.
15. Radios and/or "boom boxes" may not be played at the pool. All portable electronic devices are allowed if headphones are used.
16. Food and beverages are prohibited in the pool and on the pool wet deck area per Florida Statute.
17. No profanity and/or disruptive behaviors, loud noise, running, jumping, diving, flips or boisterous activity is permitted in the Pool Facilities.
18. Pool furniture shall not be removed from the pool deck area or placed in the swimming pool.
19. Items left at the Pool Facility after dusk will be kept in Lost & Found for a period of one (1) week. If the item(s) are not claimed, the item(s) will be discarded.
20. The Pool Facility cannot be rented for parties or other group functions.
21. Any person swimming after the Pool Facilities are closed may be suspended from the Pool Facilities for the remainder of the year and is subject to trespassing charges.

22. Call 911 in the event of an emergency.
23. The Pool Facilities will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty (30) minutes after the last sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning, or when instructed to do so by Management.

Violation of Rules and Regulations

All persons using or entering the Recreational Facilities are responsible for compliance with, and shall comply with, the Rules and Regulations established for the safe operations of the Recreational Facilities.

The Board shall have the right to restrict, suspend, or terminate the privileges of any person to use the Recreational Facilities for any of the following behavior:

1. Permitting the unauthorized use of a key tag;
2. Exhibiting unsatisfactory behavior or appearance;
3. Failing to pay amounts owed to the Association in a proper and timely manner;
4. Treating Management, Staff, contractors, other representatives, other Members or guests, in an unreasonable or abusive manner;
5. Damaging or destroying Association, property, or
6. Engaging in conduct that is improper or likely to endanger the health, safety, or welfare of the Association, it's Board, Management, Staff, contractors, other representatives, other Members or guests.

Suspension or termination of use rights does not relieve the Member from payment of assessments related to the Recreational Facilities.



Emergency Preparedness Plan

EMERGENCY PREPAREDNESS PLAN FOR CREEKWOOD TOWNHOME ASSOCIATION, INC.

INTRODUCTION

The purpose of this Emergency Preparedness Plan is to create guidelines for use in an emergency situation that might occur. These guidelines are designed to assist in preparation, mitigation, response and recovery from an emergency event. It has been prepared from various sources of information and is by no means complete and/or comprehensive. These guidelines will evolve as the plans are reviewed and revised annually in order to integrate the best available information. The guidelines as presented cover the following situations:

- Crime
- Fire or Bomb Threat
- Floods
- Hazardous Materials
- Hurricanes and Tropical Storms
- Power Failures of Extended Lengths
- Tornadoes and Storm Events

OBJECTIVES

The guidelines will establish an organization of leadership and assign responsibilities to various leadership positions. The guidelines include checklists to assist in implementing the emergency plan and a form to be completed that will list information for the communities' contacts.

The objectives of the plan are to:

- Protect the well-being of the community's residents
- Minimize the loss of community owned property
- Facilitate timely recovery of community functions
- Minimize the critical decisions to be made in a time of crisis.

THE EMERGENCY RESPONSE TEAM AND EMERGENCY PROCEDURES MANUAL

The Community Manager, Board of Directors and the Community Spirit Committee will be the Emergency Response Team (ERT). The ERT should review the community's emergency preparedness plan on an annual basis and adjust as needed. The manager should provide for any necessary training for the ERT to ensure that the team is knowledgeable of how to perform their duties.

An Emergency Procedures Manual for ERT members will be created. It will contain the following information:

- Emergency contact information for residents within Creekwood. This information is confidential and should not be shared with anyone that is not a member of the ERT. Information should be updated on an annual basis
- The guidelines to be followed in the named emergencies
- Assignment of duties in implementing the emergency plans

- Any and all information the ERT or manager might need in the event an emergency occurs
- An up-to-date list of all vendors that might be needed for clean-up and repairs, to include contact information and services they provide
- Insurance information and contact information for agent
- ERT member contact information
- Emergency contact numbers (i.e. Sheriff's office, Fire Dept., etc.)
- Flow chart of chain of command during the emergency
- Reporting and documentation procedures to include forms for use in documentation and reporting
- Steps for restoring the property after the emergency
- Location of local emergency shelters and directions to the shelter. Location of nearest emergency shelter that accept pets. Location of nearest emergency shelter that can accommodate special needs of evacuees.
- Map of and/or directions for evacuation routes in case of mandatory evacuation.

CRIME

Natural disasters can frequently be predicted so that people have some time to prepare. But criminals and terrorists strike without warning, making it essential to have in place well-planned responses to such events. It is equally important for communities to have a plan in place for day to day crime related issues such as gang and/or drug related activity that may be occurring within the community boundaries, vandalism and other types of criminal activity. Listed below are recommendations to follow:

- The Community Spirit Committee will work through the local law enforcement agencies to keep the community aware of potential threats
- The ERT will maintain a data base of telephone numbers and e-mail addresses for all residents to create a telephone tree and e-mail group – this will aide in disseminating information quickly
- The Association's annual budget should provide for funding of events and publications that will foster community awareness
- Residents should be encouraged to report any suspicious activity to the local law enforcement and to alert the ERT. Based upon the incident being reported, the ERT may communicate warnings through the telephone tree, web-site and/or e-mail alerts and/or published flyers or newsletters
- Respond to graffiti and vandalism quickly – do not let evidence linger in order to discourage others from copying the crime

FIRE AND BOMB

Evacuations in response to fire and/or potential explosive devices will be at the direction of Fire and Rescue and Police staff (rescue responders) on the scene. If it is necessary for the residents to evacuate a home or the community, they will follow the instruction provided by the rescue responders. Once it is determined to be safe for residents to re-enter the community or home, they will be informed by the rescue responders on-site or by public announcement.

Protective measures that the ERT can perform are:

- Professional inspections of fire hydrant equipment on an annual basis

- Ensure that ingress/egress access gates are functioning properly by having a professional perform routine inspections and preventative maintenance

FLOODS

The ERT should be aware of the community's location and determine if it lies within a flood zone. When public notice is given that there may be flooding in the area, the following actions should be taken:

- Have all back-flow valves and storm drains checked and any blockage cleared
- Identify any electrical equipment (i.e. motors, switches, etc.) that can be deactivated and relocate to a safer area
- Residents should evacuate as directed by public officials notice

After the flood waters have resided:

- Secure the site and survey the damage
- Evaluate and address all safety hazards (i.e. live wires, leaking gas, flammable liquids, etc.)
- Have electrician verify safety of electrical components before re-energizing
- Once the site is deemed "safe", have contractors begin clean-up and repairs
- Contact utility companies for information about access to gas and electrical services
- Photograph all damage and contact insurance company
- Take steps to perform temporary repairs to mitigate the damage
- Begin salvage and cleaning operations immediately

HAZARDOUS MATERIAL LEAKS AND SPILLS

In instances where there is a spill/release of hazardous materials, evacuations will be limited to the geographic area and adequate safety zones affected by the substance. Residents will be informed of such an event by public announcements on radio and television or by the Fire or Police Department that responds to the emergency. Residents will be notified in the same manner when it is safe to return to their homes.

Service providers for residents and the community association often bring hazardous materials such as pesticides, chlorine and other chemicals into the community as they service their customers. Should a spill or release occur, witnesses should immediately contact the Fire Department and request a hazmat team to respond. Hazardous material incidents may result in contamination of air, water and/or soil. The hazmat team will clean the area as required by governmental regulations. The hazmat team will decide if and when an evacuation is necessary and make specific announcements regarding evacuation, when it is safe to return and if any special precautions need to be taken.

HURRICANES AND TROPICAL STORMS

Hurricane season is from June through November. The National Weather Service issues hurricane and tropical storm watches and warnings. A watch means that hurricane conditions or tropical storm conditions are possible but not imminent. At the time that the National Weather Service issues a hurricane or tropical storm warning, an emergency condition should be declared. At this time, there is approximately 24 – 36

hours to prepare. The ERT leader has the authority to implement the Emergency Preparedness Plan.

At the beginning of hurricane season, the following should be done:

- Identify all critical areas of the community and be sure that someone is trained on shutdown procedures and authorized to implement them
- Update and publish all contact information for the ERT members, civil authorities, etc.
- Arrange for an off-site emergency communications center
- Arrange with contractors for supplies and repairs after the storm
- Inspect all fire protection equipment
- Identify and consider removal of trees that could fall and cause damage to buildings, power lines, equipment, etc.
- Plan for site security after the storm

Once a Hurricane or Tropical Storm warning has been issued, the following procedures should be implemented:

- Locate and secure any loose furnishings or equipment that may be on the grounds. Examples include lawn furniture, trash cans, pool equipment, etc.
- Preparation for windstorm related flooding should be implemented
- Clean drains and catch basins
- Shut down all non-critical and nonessential electrical equipment
- Brace and/or anchor all outdoor signs
- Remove all debris and relocate all nonessential equipment to a safe indoor location
- Residents should evacuate the community as directed by Fire and Police Departments

After the storm, the ERT should act quickly to:

- Secure the site and survey any damage that may have been done
- Evaluate and address all safety hazards
- Inspect for compromised electrical systems and fire protection systems and arrange repairs if necessary
- Document damages with photos and contact insurance company
- Contact contractors to begin repairs
- Implement temporary repairs to mitigate damages until permanent repairs can be made

POWER FAILURES OF EXTENDED LENGTH

Electrical failures occur for various reasons such as grid failures, fire or accidents. Following a storm event, there may also be power failures of extended length. It is important that plenty of emergency lighting is on hand – preferably battery powered. In the event of a prolonged power outage,

- ERT should determine the extent of the outage (one street or whole community, etc.) and notify the electrical provider
- Be alert for downed power lines
- If the power outage affects the community's lift station, notify residents that they should not flush toilets or use water unnecessarily as this may cause potential sewer back ups

- If the electrical provider indicates that the outage will last for an extended period, shut down electrical equipment in order to protect it from a power surge at the time the power is restored
- In instances of extended power outages, Residents should be advised not to flush their toilets since this can cause back-up of sewage into the homes and streets.

After the power has been restored, the ERT should turn on electrical equipment and determine if there is property damage. Timers for the irrigation system and access gates may require resetting.

TORNADOES AND OTHER STORM EVENTS

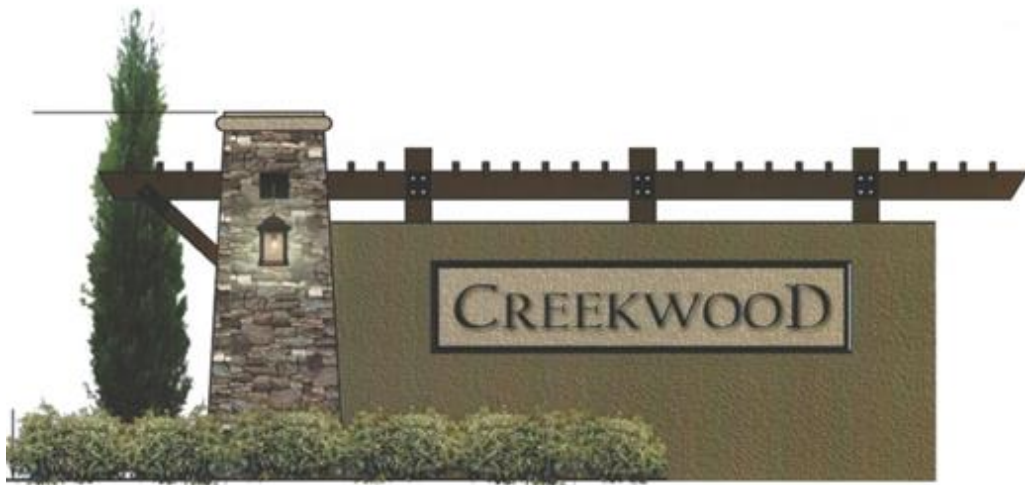
Tornadoes and thunder storm events occur with little, if any, warning and often in conjunction with one another. After the tornado or storm event has passed, the ERT should:

- Search for and provide care to injured persons
- Contact emergency agencies as necessary
- Inspect property and note hazards, damage and repairs needed
- Take photos of any damages and notify the insurance company
- Contact vendors to implement necessary repairs

NOTE:

All residents of Creekwood are encouraged to create an Emergency Procedures Manual for their home and should review this manual often with each occupant of the home. Suggested information that should be maintained in the homeowner's manual are:

- General description and photos of home and contents
- List of the home's safety features, including their location and how to operate them (i.e., fire extinguishers, fire sprinkler system)
- Building system information (i.e. location of water shut-off valves, gas and/or power shut off, etc.)
- An up-to-date list of all vendors that might be needed for clean-up and repairs, to include contact information and services they provide
- Insurance information and contact information for agent
- List of any hazardous materials stored on the property
- ERT contact information
- Emergency contact numbers
- Location of local emergency shelters and directions to the shelter. Location of nearest emergency shelter that accept pets. Location of nearest emergency shelter that can accommodate special needs of evacuees.
- Map of and/or directions for evacuation routes in case of mandatory evacuation.
- Although these guidelines were created for the ERT, most items will apply and can be adapted to a resident's Emergency Procedures Manual.



Standard Association Forms

CREEKWOOD TOWNHOME ASSOCIATION, INC.

ALTERATION APPLICATION

OWNER'S NAME: _____ DATE: _____

ADDRESS: _____ BLOCK: _____ LOT: _____

PHONE: _____ EMAIL: _____

Please describe in detail the type of proposed alteration, materials to be used, etc. if more space is needed, you may attach additional pages to this form.

All applications requesting approval for any alteration which occurs outside the exterior walls of the building **MUST BE ACCOMPANIED BY A COPY OF YOUR LOT SURVEY WITH THE ALTERATION DRAWN ON IT, SHOWING LOCATIONS, DISTANCES AND DIMENSIONS. INCLUDE A SKETCH INDICATING SIZES, HEIGHTS, MATERIALS, COLORS, TYPE OF CONSTRUCTION AND OTHER PERTINENT INFORMATION AS MAY BE NECESSARY. IF THIS INFORMATION IS NOT INCLUDED, YOUR REQUEST WILL BE RETURNED TO YOU.**

If approval is granted, it is not to be construed to cover approval of any County or City Code Requirements. A building permit from the appropriate building department is needed on most property alterations and/or improvements. The Architectural Control Committee (ACC) shall have no liability or obligation to determine whether such improvement, alteration and/or addition comply with any applicable law, rule, regulation, code or ordinance. It is the owner's responsibility to ensure that they are in compliance with any applicable law, rule, regulation, code or ordinance.

As a condition precedent to granting approval of any request for a change, alteration or addition to an existing basic structure, the applicant, their heirs and assigns thereto, hereby assume sole responsibility for the repair, maintenance and/or replacement of any such change, alteration or addition. IT IS UNDERSTOOD AND AGREED, THAT CREEKWOOD TOWNHOME ASSOCIATION, INC. IS NOT REQUIRED TO TAKE ANY ACTION TO REPAIR, MAINTAIN AND/OR REPLACE ANY SUCH APPROVED CHANGE, ALTERATION OR ADDITION, OR ANY STRUCTURE OR ANY OTHER PROPERTY. THE HOMEOWNER AND THEIR ASSIGNS ASSUMES ALL RESPONSIBILITIES FOR ANY CHANGE, ALTERATION OR ADDITION AND ITS FUTURE UPKEEP AND MAINTENANCE.

I agree not to begin the proposed alteration or any other property improvements requiring approval from the ACC. until the ACC notifies me in writing of their approval and any conditions attached to the approval. I understand that all approvals automatically incorporate the conditions set forth in the Book of Standards for Community Living, current edition. I understand that the ACC has **up to forty-five days,**

from receipt of a complete application, including all required accompanying information, to process, review and either approve or disapprove this Alteration Application. If any change is made that has not been approved, the ACC has the right to require me to remove the improvement from my property. I understand that a review fee will be charged against my account for any alterations made to my property prior to obtaining approvals and conditions from the ACC.

ALTERATION APPLICATIONS must be submitted for, **but are not limited to**, the following items:

1. Any change, alteration or addition to the exterior of the dwelling, or other existing structure, or the addition of new structures or property
2. Screen enclosures.
3. Satellite dishes.
4. Landscaping changes (such as adding plants and installing lawn ornamentation.)

PLEASE NOTE: WHEN IN DOUBT CALL THE COMMUNITY MANAGEMENT COMPANY AT THE NUMBER SHOWN BELOW FOR CLARIFICATION BEFORE STARTING ANY PROJECT ON THE EXTERIOR. THE ABOVE LIST IS JUST A SAMPLE AND NOT INTENDED TO INCLUDE EVERY POSSIBLE SCENARIO OR SITUATION.

DATE: _____ OWNER'S SIGNATURE: _____

ACTION TAKEN BY THE ASSOCIATION:

DATE: _____ APPROVED: _____ NOT APPROVED: _____

APPROVED WITH CONDITIONS: _____ see attached conditions

Authorized Signature for the Architectural Control Board

NOTE: Application approvals are valid for a period of six (6) months and a new Alteration Application must be submitted after that time has elapsed if the approved project has not commenced.

Return completed application to:

Sunstate Management Group, Inc.
P.O. Box 18809
Sarasota FL 34276

CREEKWOOD TOWNHOME ASSOCIATION, INC.

NOTICE OF COMPLETION FORM AND CHECKLIST

Name _____

Address _____

Date _____

Project is Complete:

Date of Completion: _____

Required Submittals:

As-Built Photographs (Required for all modifications): Provide photographs of the finished project

Permit: If a Permit is required by the City, County, or State, it is incumbent upon the homeowner to ensure a CO is issued and to provide the Association a copy of the Permit.

Certificate of Occupancy: If a Certificate of Occupancy (CO) is required by the City, County, or State, it is incumbent upon the homeowner to ensure a CO is issued and to provide the Association a copy of the CO.

Homeowner Comments/Other Submittals:

Homeowner Certification:

Homeowner certifies that the approved modifications were completed in accordance with the approved Modification Application and associated conditions, and the Standards for Community Living. I hereby request that a Final Inspection be conducted.

Homeowner Signature

Date

CREEKWOOD TOWNHOME ASSOCIATION, INC.
AUTHORIZATION FOR ELECTRONIC NOTIFICATION

Owner _____ Lot _____ Block _____

Address _____

Telephone # _____ (home) _____ (cell)

Email Address _____

I would like to receive all association official meeting notices and mass mailings such as newsletters and flyers by the following method:

Electronically via email

Via USPS

In the event that my association publishes a directory, I authorize the following information to be included:

Home telephone number

Cell telephone number

Email address

If offered by my association, I would like to be included in voice messaging of association notices and reminders.

Signature of Owner(s)

Date

NOTE: You may revoke your decision to receive electronic notices by sending a letter to the Board of Directors with your request to be removed from the electronic notice list.

CREEKWOOD TOWNHOME ASSOCIATION, INC.

REQUEST FOR ACCESS TO ASSOCIATION BOOKS & RECORDS

Member name: _____ Date: _____

Address: _____

Telephone Number: _____

Pursuant to Florida Statute 720.303, I hereby request that the Creekwood Townhome Association (the "Association") provide access to the books and records of the Association.

1. The books and records that I wish to review are (attach separate piece of paper if necessary):

a. _____

b. _____

c. _____

2. I certify that my request to review the books and records of the Association is for a proper purpose related to my Membership in the Association, and that this request is not for commercial purposes or my personal financial gain. Specifically, my reason for wanting to review the books and records of the Association is as follows:

3. I acknowledge and accept the Association's records access and inspection procedures. I acknowledge and accept that the books and records of the Association will be made available to me only at such time and place as the Association's policy provides, and that there may be a cost associated with making these documents available to me. I agree to pay any costs associated with reviewing the books and records of the Association, including but not limited to the actual and reasonable costs of labor and photocopying material. I further acknowledge that these costs may be required of me prior to reviewing the books and records.

Member signature _____ Date _____

Note: Per Florida Statute, this request must be submitted via certified mail, return receipt requested.

CREEKWOOD TOWNHOME ASSOCIATION, INC.
VOLUNTEER INFORMATION FORM

1. Name: _____
2. Address: _____
3. Phone: _____ Fax: _____
4. E-mail: _____
5. I have been a member of the Association since: _____
6. I wish to be a Volunteer for (choose one) _____
 - _____ Architectural Control Committee
 - _____ Board of Directors
 - _____ Covenants Enforcement Committee
 - _____ Community Spirit Committee
7. I have volunteered with the following organizations (include offices held):

8. My qualifications to be a Volunteer with this committee or a candidate for the Board of Directors include: _____

9. I would like to be considered as a Volunteer or Board candidate because: _____

10. If appointed to the selected committee or elected to the Board of Directors, I would _____

11. I have read, understand, and will abide by the Volunteer's Code of Conduct as published in the Creekwood Townhomes Book of Standards for Community Living.
_____ Yes _____ No

Signature

Date

CREEKWOOD TOWNHOME ASSOCIATION, INC.

UNIFORM LEASE EXHIBIT

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

W I T N E S S E T H:

WHEREAS, the parties have heretofore executed the Lease; and

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

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

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

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

3. Association as Lessor's Attorney-in-Fact. In order to facilitate the Association's duty to maintain a community of congenial residents and occupants of the Units and to protect the value of the Units and further continuous harmonious development of the community, the Lessor constitutes and appoints the Association as its true and lawful attorney-in-fact with the full power of substitution to: (1) evict Lessee for any violation of the Community Documents; provided, however, Lessee shall be entitled to cure any violation by the means provided in the Community Documents; (2) to employ such attorneys, agents, or professionals as shall be required for such purposes; (3) to collect, settle or compromise all outstanding payments due from Lessee in connection with the leased premises; (4) to prosecute and defend all actions or proceedings in connection with the leased premises and the eviction of the Lessee; and (5) to do every act with Lessor might do in its own behalf to fulfill its obligations under the Community Documents. Lessor and Lessee hereby agree and acknowledge that this

power of attorney, which shall be deemed a power coupled with an interest, cannot be revoked.

4. Injunctive Relief. Lessee and Lessor agree that money damages would not be sufficient remedy for any breach of the Lease or violation of the Community Document and that, in addition to all other remedies, the Association shall be entitled to injunctive or other equitable relief as a remedy for any such violation of the Community Documents. The Lessor agrees to assign to the Association any and all of its rights which the Association may deem necessary to obtain such injunctive relief upon written demand by the Association, and the Lessee hereby agrees to consent to such assignment. Lessor hereby agrees that in the event that it shall become necessary for the Association to cause the Lessee to be removed from the leased premises by initiating an action for injunctive relief against the Lessor, the Lessor shall be responsible for all costs, charges and expenses of the Association in connection with such action, which shall be added to and become part of the assessment (as that term is defined in the Declaration) against that Lessor's Unit secured by a lien upon the property against which such assessment is made in accordance with Section 12.22 of the Declaration.

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

Witnesses:

"Lessor"

Witness

Print Name: _____

Print Name: _____

Witness

Print Name: _____

"Lessee"

Witness

Print Name: _____

Print Name: _____

Witness

Print Name: _____