

**RULES AND REGULATIONS OF THE CREEKSIDE HOMEOWNERS
ASSOCIATION, INC OF HILLSBOROUGH COUNTY**

These Rules and Regulations were **adopted on this 19th day of November 2013** by the Board of Directors of the Creekside Homeowners Association, Inc of Hillsborough County hereinafter referred to as the "Board" and the "Association," respectively.

WITNESSETH:

WHEREAS, Article III, Section 10 of the Declaration provides, "No owner, invitee, or person residing within the Properties may violate the Association's rules and regulations for the use of the Properties. All Owners and other persons residing within the Properties, and their invitees, at all times will do all things reasonably necessary to comply with such rules and regulations. Wherever any provision of this Declaration restricts or prohibits any activity, condition or structure within the Properties except as permitted by the Association's rules and regulations, such restriction or prohibition is self-executing until the Association promulgates rules and regulations expressly permitting such activities. Without limitation, any rules or regulation will be deemed "promulgated" when mailed to all Owners at the address shown on the Association's books or when posted at a conspicuous place on the Properties from time to time designated by the Association for such purpose."

WHEREAS, Article VI, Section 6 of the Declaration provides, "As provided in the By-Laws, the Association, from time to time may adopt, alter, amend, rescind and enforce reasonable rules and regulations governing the use of the Properties, consistent with the rights and duties established by this Declaration. The Association's procedures for enforcing its rules and regulations at all times must provide the affected Owner with reasonable prior notice and a reasonable opportunity to be heard, in person, or through representatives of such Owners choosing, or both."

WHEREAS, Article VII, Section 1(a) of the By-Laws of the Creekside Homeowners Association, Inc. of Hillsborough County provides, "The Association, by and through its Board of Directors, shall have the power to: . . . exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration."

WHEREAS, the Definitions in Article I of the Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions of Creekside Homeowners Association, Inc. of Hillsborough County adopted the 29th day of September 2006, (hereinafter the "Declaration"), are incorporated herein.

WHEREAS the intent of these Rules and Regulations is to reinforce harmony, enhance value and to promote the creation of a neighborhood wherein the landscaping and architectural elements reflect quality construction, attractive appearance, and harmony.

NOW, THEREFORE, the Board of Directors establishes these Rules and Regulations for the Creekside Homeowners Association, Inc. of Hillsborough County.

ARTICLE I DEFINITIONS

Section 1. “Caliper” is the stem thickness of a tree measured 6-inches above the ground. Trees over 4-inch caliper are measured 12-inches above the ground

Section 2. “Color Chips” are small samples of paint colors to help with the selection of hue, saturation, and brightness.

Section 3. “Florida Friendly” describes practices, materials, or actions that help to preserve Florida’s natural resources and protect the environment. "Florida-friendly landscaping" as defined by the Florida Statutes.

Section 4. “Landscape or Landscaping” includes any object that modifies the visible appearance and contours of an area of land for aesthetic affect, including but not limited to living elements such as shrubs, bushes, trees, grass and other non-living features such as ground cover.

Section 5. “Paint Book” means a collection of paint manufacturer’s color chips, color specifications, and/or samples that have been approved and disapproved by the Association for use on the exteriors of dwellings, structures, improvements and fences within Creekside.

Section 6. “Perimeter Fence” means a fence or fences that borders the edge of the Properties or Subdivision that are located on a Lot Owners property. This does not include fences located in or on the Common Areas.

Section 7. “Streetscape” shall mean that area in front of a Lot extending from the street curbing to the front edge of the Lot, including the sidewalk and any non-exclusive public access sidewalk easement. It may or may not include other easements such as a utility easement. Streetscapes normally include a sidewalk, grass between the sidewalk and the street, trees, a mailbox, and a paved entrance into the driveway.

ARTICLE II PLAYGROUND, PICNIC AREA, AND NATURE TRAIL

Section 1. Purpose. The purpose of the playground, picnic area, and nature trail is to provide a place for recreation and enjoyment for the homeowners of Creekside, their families, and guests.

Any commercial activities or activities “for profit” must be approved in advance by the Board of Directors, and the sponsor of such activities should present evidence of liability insurance and indemnify the Creekside Homeowners Association, Inc. of Hillsborough County. Criteria used for approval of such activities shall include, but is not limited to, the number of participants, required parking, affect on neighbors, time of the day and year, other activities in the community, objections by residents, noise and the safety of adjacent properties. Special consideration will be given to activities sponsored by the Creekside Community Events Committee.

Section 2. Hours of use. The use of the playground, picnic area, and nature trail is permitted between 8:00 AM and sunset.

Section 3. Restrictions.

(a) There are no reservations for these facilities, and the use is to be shared on a “first come, first serve” basis.

(b) Owners shall clean up after their use, their family's use or guest's use and shall remove all refuse or other items they, their guests or family have brought to the playground, picnic area or nature trail.

(c) Pets shall be under the direct control of the owner or keeper, except during a legitimate obedience demonstration, show, professionally supervised training activity, competition and/or match or educational program. Owners or keepers shall immediately pick up and dispose of their pet's waste.

(d) No activities are permitted that will cause any unreasonable or obnoxious noise or odor, and no obnoxious, destructive, illegal, or offensive activity is permitted that constitutes a nuisance to any Owner or to any person lawfully residing within the Properties.

(e) Gasoline or electric powered vehicles are not permitted, unless being used for repair, replacement or maintenance by the Association.

(f) The use of archery equipment, firearms, crossbows, air-powered rifles, weapons or any other projectile device is prohibited.

ARTICLE III
PAINT AND STRUCTURE FINISH COLORS

Section 1. Maintenance Responsibility. An Owner's maintenance responsibility is set forth in the Declaration and owner's shall adhere to the maintenance obligation in the Declaration at all times.

Section 2. Colors and Finish Materials. The following rules shall apply to the color of dwellings. Fences, improvements and all other structures in Creekside. For purposes of this rule the terms "paint", "painted", "re-painting", "painting", or “staining” shall refer to the establishment of paint, stain, or other coating of any type to the exterior of a Dwelling, fence or any other structure.

Only finished exterior materials such as stucco, brick, brick veneer, stone, stone veneer, and wood shall be used for the exterior surfaces of buildings, Dwellings, and structures. No asbestos shingles, siding or any type of asphaltic covering shall be used on exterior walls of any building. All materials used in the construction or repair of any dwelling shall be a new and durable product, and exterior colors should be selected from natural colors, pastels, and earth tones.

Roofing materials shall be architectural dimensional shingles with a minimum twenty-five year warranty, and the color should be selected from natural colors, pastels, and earth tones designed to blend in with natural surroundings. The colors chosen must coordinate and be in harmony with the body, trim, and accent colors of the Dwelling or Structure. Primary or vibrant colors will not be approved.

Section 3. Paint Book. The Architectural Control Committee ("ACC") shall approve certain colors for use in Creekside. These colors are approved for use on designated areas (e.g. base, trim, accent, doors, or fences) and will be collected in the Paint Book. These colors must also be approved by the Board of Directors with the date of such approval being placed on the approval document and shall become part of the Paint Book. After approval by both the ACC and Board, a copy of the Paint Book will be available from the Chairman of the ACC and a copy will also be placed on file with the Management Company. Any color not expressly permitted in the Paint Book is prohibited. Furthermore, colors permit for a certain designated area (e.g. base, trim accent, doors and frames) or item (e.g. fences) shall only be used for that designated area or item.

Section 4. Approval process. To insure that consistent and harmonious schemes of exterior colors exist in Creekside, approval by the ACC is required before the exterior of any building, Dwelling, structure, improvement or fence located in Creekside is painted. This applies to the re-painting as well as the initial painting of any dwelling, fences, improvement or other structure.

All applications to the ACC for painting must contain the manufacturer's "color-chip," or refer to a "Color Chip" in the Paint Book. When more than one color or variation is planned for the body, trim, or accent colors, the application must contain information about these colors as well, and also include the location where each specific color or variation of color will be used. Colors must be pastels or earth tones. Similar colors for adjacent homes will not be approved. The colors chosen must coordinate and be in harmony with the roof color.

The ACC shall only approve paint colors contained in Paint Book. Colors not in Paint Book are prohibited. The ACC or the Management Company will retain the request forms and Paint Chips.

Section 5. Paint Maintenance. When the exterior of any, Dwelling, structure, improvement or fence has become stained, discolored, the paint is peeling or the paint has become chipped or faded, the Dwelling, improvement, fence, or structure must be repainted or re-stained. When repainting or re-staining with either the same or a different color, the entire building, Dwelling, structure, improvement or fence should be repainted/restained. Although some existing Dwellings are painted darker shades, lighter shades are recommended. Darker colors are more susceptible to fading in the sunny Florida climate and will hasten the need to repaint sooner than lighter shades. Fences can be either stained or painted a natural wood color but changing the fence color (from stain to paint) must be approved by the ACC.

ARTICLE IV
MAILBOX

No mailbox or post shall be installed, which does not meet the standard mailbox and post design. All Mailboxes shall be the Model Regency 904, available from the Beautiful Mailbox Company, 2360 West 76th Street, Hialeah, FL 33016 at 1-800-856-6983 and <http://www.beautifulmailbox.com>.

The mailbox and post must be positioned such that:

1. The bottom of the mailbox shall be 41" to 45" from the top of the pavement.
2. Lateral placement of the mailbox shall be 6" to 8" from the face of the curb.
3. The approach to the mailboxes shall be clear of obstructions to allow safe access for mail delivery.

Owners shall be responsible for the maintenance of the curbside mailbox and post including, but not limited to replacement of broken or defective parts and cleaning to remove any dirt, mold, or mildew. Any landscaping or plantings around the mailbox should be trimmed so that the house number is clearly visible.

ARTICLE V
PERIMETER FENCING

Section 1. Responsibility. It is the Owner's responsibility for installing and/or maintaining Perimeter Fencing located on their Lots. This fencing is usually along the rear portion of a Lot that separates the Creekside community from adjacent properties. This does not include fencing located on Common Areas. Maintenance includes repair and/or replacement, and cleaning to remove stains, mold or algae.

ARTICLE VI
FLAGS

Section 1. Flags, Flag Poles and The Display of Flags. The Owner or full time resident of a Lot may display up to two flags on their Lot at a time, provided that the flags and their display are consistent with these rules and regulations.

Any Lot Owner or permanent resident of a Lot may display one portable, removable United States flag in a respectful way and may also display in a respectful way portable, removable official flags, not larger than 4 1/2 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag or another country or sports team. Such additional flag must be equal in size to or smaller than the United States flag.

A flag on display shall be no larger than 4 1/2 by 6 feet, and it must be displayed with a wall mounted flag holder connected to the front of the Dwelling on the Lot. Wall mounted flag holders shall be installed and maintained on the front Dwelling wall at least 60 inches above the ground. Flag mounts on the side walls, rear wall or roof of a Dwelling are strictly prohibited.

Alternatively, a flag may be displayed on a permanent freestanding flag pole not taller than twenty (20) feet when measured from the ground to its highest point. No flagpole shall obstruct sightlines at intersections, nor shall any flagpole be erected within or upon an easement. Additionally, a flagpole and display are subject to all building codes, zoning setbacks, and other applicable governmental regulations, including, but not limited to, noise and lighting ordinances in the county or municipality in which the flagpole is erected and all setback and location criteria contained in the governing documents.

Monuments and additional construction around the base of a flag pole are prohibited.

Display of flags must be in accordance with applicable laws and flag etiquette.

ARTICLE VII GUTTERS

Section 1. Gutters. Installation of gutter systems must be approved by the ACC. The color of the gutters must match the trim of the home.

ARTICLE VIII LANDSCAPING

Section 1. Landscaping. Installation of new landscaping within existing flowerbeds does not require approval. All other landscaping installation does require the approval of the ACC.

Section 2. Trees. The trees between the street and sidewalk must be kept healthy and in good condition. If a tree becomes diseased or dies, it must be replaced with a like tree of similar size. All trees in this area must be kept trimmed to at least a 7' canopy level.

ARTICLE VIII STATUES/LAWN ORNAMENTS

Applications are required for lawn ornaments over three (3) feet in height.

Applications are ***not*** required for lawn decorations under 3 feet in height and individual flower and vine trellises less than five (5) feet in height when not arranged as a wall or barrier. All lawn ornaments and other decorations three (3) feet in height and under must be in keeping with the architectural and aesthetic character of the neighborhood. No more than two (2) lawn ornaments are allowed per home.

Fountains are not included in lawn ornament limitations. Any fountain added in existing flowerbeds with a total height of four (4) feet or lower does not need ACC approval. All fountains must be in keeping with the architectural and aesthetic character of the neighborhood.

Placement of any other lawn ornament or fountain of any size requires ACC approval.