

Amended and Restated

Rules and Regulations

Villas (1) of Cross Creek Condominium Association, Inc.

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**VILLAS I OF CROSS CREEK
A CONDOMINIUM ASSOCIATION
AMENDED AND RESTATED "RULES AND REGULATIONS"**

Preface: The Condominium Act does not set out a specific procedure for the Board or the Association to follow when adopting or amending its Rules and Regulations. The Board must rely upon the procedures that are contained in the Condominium Documents governing the community. If authority to promulgate rules is conferred directly on the Board of Administration, or upon the Association without specifying the requirements of a membership vote, then the Board may adopt and amend the Rules and Regulations (607.111 (1), (F.S.)). The Board may do so in the normal course of its duties in the same manner as it undertakes other actions on the Association's behalf. The membership is entitled to vote on changes to the recorded rules unless an express provision to the contrary is contained in the rules. The Board of Directors of Villas I of Cross Creek amended these Rules and Regulations at a duly constituted Membership Meeting on May 7, 2001 at 9:00 A.M.

1. AUTHORITY

- A. All unit owners in addition to any other obligation, duty, right and limitation imposed upon them by the Declaration, the Articles of Incorporation and the By-Laws of the Association and the Condominium Act shall be subject to and agree to abide by the following restrictive covenants, which shall be applicable to all unit owners, their families, guests, invitees, tenants, and lessees.
- B. These Rules and Regulations will be reviewed periodically by the Board of the Villas I of Cross Creek Condominium Association, Inc., and amended as necessary to better serve the membership.

2. ENFORCEMENT

- A. Complaints should be reported, (**in writing and signed by the author**) to the Board or to an agent of the Association. Complaints not written and signed will not be acted upon.
- B. Minor infractions will be called to the attention of the person or persons involved by an officer of the Association. Repeated infractions and violations of a more serious nature will be referred to the Board for action.

- C. Disagreements concerning complaints will be presented to the Board for adjudicated and appropriate action with enforcement by civil legal process, if necessary.

3. SINGLE-FAMILY RESIDENCE/CHILDREN

- A. No unit shall be used for any purpose other than a single-family residence or dwelling.
- B. Occupancy of a condominium unit is restricted to adults and children over the age of eighteen (18) years. Children shall conduct themselves in accordance with the Rules and Regulations and under parental or guardian supervision.
- C. Any child under the age of eighteen (18) years must be accompanied by an adult while at the pool located in the Recreational Area. All children must abide by the Rules and Regulations of the pool.

4. BICYCLES/MOTORCYCLES

Bicycles and other similar vehicles may be operated on the premises, but must be kept in assigned areas when not in use. Bicycles may not be kept in entry areas.

5. DESTRUCTION OF PROPERTY

- A. Owners will be responsible for destruction, damage, or defacement of buildings, facilities, and equipment caused through their own act (s) and/or the act (s) of their lessees or guests.
- B. Unit owners, their families, guests, invitees or lessees shall be liable to the Association for defacing, marring or otherwise causing damage to the common elements or limited common where the repair of said damage is the obligation of the Association.

6. SAFETY

No one shall permit any activity or keep anything in a condominium unit, storage area, or the common elements, which would be a fire or health hazard or in any way tend to increase insurance rates. This section has particular reference to barbecuing outdoors.

7. EXTERIOR APPEARANCE

To maintain a uniform and pleasing appearance of the exterior of the buildings, the following shall apply.

- A.** No owner, tenant, or other occupant of a condominium unit may paint or otherwise change the appearance of any exterior wall, door, window, balcony, or any exterior surface.
- B.** No occupant may place any sunscreen, blind or awning on any exterior opening without first securing written approval of the Board of Directors prior to installation. No occupant may erect any exterior lights or signs; place any signs or symbols in windows, erect or attach any structures or fixtures within the common elements.
- C.** Occupants are not to erect, construct or maintain any wire devices, antennas or other equipment or structures on the exterior of the buildings or on or in any of the common elements, except with the written consent of the Board of Directors.
- D.** No clothing, bedding or other similar items, shall be dried or aired in any outdoor area or within the unit or any limited common element if it can be seen from the common elements.
- E.** No draperies, shades, awnings, or the like shall be used except as shall have been installed or approved by the governing Board. No signs of any kind shall be placed in or on windows, doors, terraces, facades, or other exterior surfaces, the buildings, or on the Common Elements, except as permitted in Article 12.3.3 of the Declaration

8. INTERIOR APPEARANCE

- A.** All unit owners shall keep and maintain the interior of their respective units in good condition and repair, including the entire air conditioning system (compressor, ducts, vents, etc.) servicing the respective owner's units, whether inside or outside owner's unit and shall promptly pay for all utilities which are separately metered to the unit. The unit owners having right of exclusive use thereof shall keep the Courtyards, rear balconies and screened lanais in a clean and slightly manner.

- B. No occupant may make any structural additions or alterations (except the erection or removal of non-support carrying interior partitions wholly within the unit) to any unit or to the common elements or any of the foregoing without prior written consent of the Board.

9. SOLICITATION

There shall be no solicitation by any person anywhere in the buildings or the common elements for any cause whatsoever unless invited by the unit owner to be solicited or specifically authorized by the Board.

10. NOISE

All occupants of units shall exercise extreme care about making noises including automobile related noises, or the use of musical instruments, radios, televisions, recorders, and amplifiers that may tend to disturb the peace of other occupants. Designated “quiet” hours are 11:00 P.M. to 9:00 A.M.

11. PETS

- A. Unit owners shall be permitted to keep domestic animals only if such animals do not disturb or annoy other unit owners and weigh less than twenty-five (25) pounds. Unit owners keeping domestic animals shall abide by municipal sanitary regulations and shall be responsible for any inconvenience or damage caused by such animals. All dogs and cats shall be kept on leashes when not confined to the owner’s unit and will be walked only in areas designated from time to time by the Directors for such purposes.
- B. If in the sole judgment of the Board, it is determined that a pet is causing excessive disturbance and annoyance to other occupants, the owner will be asked to dispose of the pet.
- C. With approval from the Board of Directors, lessees or guests of owners may be permitted to bring pets onto the premises.
- D. Pets will not be allowed in the swimming pool area.

12. LEASING/RENTING

Each unit is hereby restricted to residential use by the owner or owners thereof, their immediate families, guests and invitees. No owner or owners of any unit shall lease or rent his unit for a period of less than three (3) consecutive months, nor permit use of the same or transient hotel or commercial purposed or operate in a fashion required of a public lodging establishment. No subleasing or assignment of lease rights by the lessee shall be allowed. Application form along with appropriate fee(s) required for all leasing/renting and sale of unit.

13. OCCUPANCY

- A. No one but lessee, his family members within the first degree of relationship by blood, adoption or marriage, and their spouses and guests may occupy the unit. The total number of overnight occupants of a leased unit is limited to six (6).

14. SWIMMING POOL

- A. Owners, their families, lessees, and guests (guests to be approved by the Board of Directors or Designee) using the swimming pool do so at their own risk. The swimming pool is for the occasional use of guests and abuses are subject to action by the Board.
- B. Persons using the swimming pool are requested to read and obey the posted rules for use of the swimming pool and deck area.
- C. Glass containers are prohibited in the swimming pool area.
- D. No pets of any kind are permitted in the swimming pool area. Owners will be held responsible for any damages or repairs necessary.

15. GARBAGE/REFUSE

All garbage and refuse from the units shall be deposited with care in garbage containers intended for such purpose only at such times and in such manner as the Board will direct. All disposals shall be used in accordance with instructions given to the owners by the Board of Directors. Refuse, newspapers and bagged garbage shall be deposited only in areas provided for such purposes.

16. VISITORS

The unit owners, their guests and invitees agree to use the common elements only in accordance with such reasonable rules and regulations as are promulgated from time to time by the Board of Directors for the use of thereof.

17. **FACILITIES/GENERAL**

A. The facilities of the condominium are for the exclusive use of members of the Association, lessees, their houseguests, and guests accompanied by a member or lessee.

B. These Rules and Regulations shall apply equally to owners, their families, guests, and lessees.

18. **PENALTIES AND FINES**

Pursuant to Section 4 of the By-Laws, the Association shall have through its' Board, the right to assess fines and penalties for the violation of these Rules and Regulations.

19. **FOOD AND BEVERAGES**

A. Food and beverages may be consumed in the common elements at the personal discretion of the owners.

B. Owners are responsible for leaving the common elements used in a clean condition. Frequent violators may have this privilege revoked by the Board.

C. Outdoor cooking is restricted to areas designated for that purpose.

20. **VEHICLES AND PARKING**

Recreational vehicles, boat trailers, campers, and travel trailers are prohibited. No parking of vehicles in the street for an extended period of time. No parking in another unit owner's driveway without first obtaining written approval from that owner and providing written notification to the Board of Directors. No vehicle shall be prohibited when it can be and is confined to the garage. Golf carts, trucks, motorcycles, motor scooters, motorbikes, and boats on trailers shall be garaged when not in use. Such vehicles can be parked in the unit owner's driveway or common elements overnight. Recreational vehicles (camping trailers, truck campers, utility vehicles, travel trailers, mobile homes, and all classes of motor homes) that cannot be garaged may be parked in an owner's driveway for periods not to exceed forty-eight (48) hours when such period is to be used for loading and preparation for a trip, or for unloading after use. Vehicles with a valid handicap sticker or plate may be exempt upon approval of the Board of Directors.