

Rules and Regulations for Eagle Creek Community Association

An Addendum to the By-Laws Revised March 9, 2021

In order to maintain a sense of community and order, the following rules and regulations are adopted for the entirety of the Eagle Creek residential community and common areas, excluding the country club proper.

Section 1: Residential Use

No commercial use of a Unit, which shall be inconsistent with the applicable zoning laws and regulations, shall be permitted. The Association and Owners shall comply with all applicable laws, zoning ordinances, orders, rules, regulations or requirements of any governmental agency relating to the Community.

Section 2: Nuisances

No activity shall be permitted to exist or operate in a Unit which constitutes a nuisance, including loud noises or music, or is detrimental to the Community or to any other Unit within Eagle Creek.

Section 3: Signs

No signs, advertisement or notice of any type or nature whatsoever may be erected or displayed upon any Unit or Common Area unless expressed prior written approval of the size, shape, content, duration and location has been obtained from the Board of Directors, which approval may be withheld in its discretion.

Notwithstanding the foregoing, a unit owner and/or his realtor shall be permitted to post and display advertising signs on the property or adjacent common areas on days when the unit is open for display. No signs may be posted at other times advertising the unit for sale. In addition, the Board of Directors may erect reasonable and appropriate signs on any portion of the Common Area for the betterment of the Community.

Section 4: Exterior Lighting

No spotlights and special effect or neon lighting, floodlights or similar high intensity lighting shall be placed or utilized upon any Unit without the written approval of the Board of Directors and the Architectural Review Committee and in accordance with the architectural standards for Eagle Creek. Seasonal lighting will be permitted with a maximum duration of thirty (30) days prior to the holiday and fifteen (15) days after the holiday.

Section 5: Antennas, Satellite dishes and other devices

No exterior radio or television antennas, satellite dish or other receiver or transmitting device or any similar exterior structure or apparatus may be erected or maintained unless approved by the Architectural Standards Committee and the Board.

Section 6: Temporary Structures

No temporary structure, such as a trailer, tent, or other out building shall be permitted at any time, other than:

- a. Temporary structure during a period of actual construction
- b. Tents or other temporary structures for use during a social function

Section 7: Pets

Not more than two (2) commonly accepted household pets, such as a dog or cat may be kept in an estate home, condominium or villa community. A reasonable number of tropical fish or caged bird is also acceptable, subject to other equitable regulations by the Association.

- a. All animals shall be leashed (if outdoors) or kept within the Unit.
- b. The Association may restrict the walking of animals to certain areas.
- c. Owners who walk their pets on Common Areas must clean up after their pets regardless of size of the pet. Failure to do so will result in a fine for owners who violate this provision.
- d. No commercial activity involving animals, including without limitation, boarding, breeding, grooming or training is allowed, except for service animals.
- e. The ability to keep a pet is a privilege, not a right. If, in the opinion of the Board, any pet becomes a source of unreasonable annoyance or nuisance to others, or the Owner of the pet(s) fails or refuses to comply with these restrictions, the Owner, upon written notice, may be fined and/or required to remove the pet from the Community.
- f. In accordance with Collier County Ordinances, residents shall have on file with the Association a copy of a valid Collier County Dog License and a copy of a valid Rabies Certificate/Vaccination.
- g. In accordance with Article 7 of the Declarations, residents desiring to keep a dog shall maintain a Liability Policy with a dog endorsement/rider providing \$100,000 coverage.

Section 8: Fuel Storage

No fuel or gas storage tanks shall be permitted; however, an Owner may keep and maintain small gas tanks for gas barbecues, fireplaces and hot tubs, provided they are maintained in accordance with the Architectural standards. Commercially installed and maintained propane storage to power appliances and/or emergency generators will be allowed provided they are installed in accordance with Architectural standards and County codes.

Section 9: Chemicals and Solvents

An owner may keep limited amounts of chemicals or solvents in his or her garage for painting, hobbies, lighting charcoal fires, etc. All chemicals are to be kept in an approved sealed container. Reasonable amounts will be less than a US gallon of any substance. The Board may limit the approved substances as needed from time to time in its sole discretion.

Section 10: Vehicles and Parking

Recreational vehicles, including but not limited to boats, water crafts, boat trailers, golf carts, mobile homes, trailers (with or without wheels), motor homes, vans over fourteen (14) feet in length, tractors, trucks in excess of three-fourths (3/4) ton, all-terrain vehicles or any type of campers, motorized campers, motorized go-carts or any other related transportation device may only be stored outside of any Unit a maximum of eight (8) hours but not overnight, unless fully garaged.

- a. The Association may make reasonable rules and regarding the use of mopeds and motorcycles in the Community.
- b. Owner or other occupant of the Community shall not repair or restore any vehicle of any kind upon or within the Community, except for emergency repairs and then only to the extent necessary to enable the movement thereof to a proper repair facility.
- c. Vehicles shall be parked only within the garages, driveways, carports or designated parking spaces provided. Parking on grass or common areas is prohibited.

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- d. Guests of Owners or occupants must park in the space designated for Guest Parking. It is the responsibility of the Owner or Occupant of a Unit to be certain that his or her guests do not park in spaces intended for Owner use.
- e. Vehicles shall be limited to twenty-five miles per hour (25 mph) on the streets and parking lots.
- f. Sleeping in vehicles is prohibited at all times, applies to residents and guest.

Section 11: Recreational Equipment

All basketballs courts, backboards, volleyball nets, swing sets, sandboxes and other outdoor recreational equipment shall be installed, maintained or used only in accordance with the Architectural Standards and as approved upon written application by the Architectural Review Committee and the Board.

Section 12: Landscaping

The Architectural Review Committee must approve all landscaping to be performed by an Owner with respect to the Owner's Unit, excluding internal court yards not in public view. Further, no gravel, blacktop or paved parking strips shall be installed or maintained by any Owner adjacent to and along the street or elsewhere on the Unit Owner's property. No trash, debris, compost or refuse pile shall be placed or remain on a Unit.

Section 13: Garages

All garage doors must be closed when not in use. No unit owner may convert his or her garage to living space or office space. Workshops (not commercial) are permitted so long as the activity therein does not create an annoyance to the Community.

Section 14: Fishing and Lakes

Unit owners may fish along the shoreline and bank located adjacent to the owner's unit. All residents are invited to sport fish from the designated locations (see map) throughout the community by securing a pass from the clubhouse. Wading, swimming or any other water sport activity is not allowed.

Section 15: Hunting and Firearms

No hunting or use of firearms are permitted on the properties.

Section 16: Alligators

No feeding of alligators is permitted on the properties of The Eagle Creek Community Association.

Section 17: Leases or Renting

In order to maintain a community of congenial Owners who are financially responsible and thus protect the value of the Units, the leasing and rental of Units by any Owner shall be subject to the following provisions, which provision each Unit Owner covenants to observe:

- a. The lease must specifically state that the tenant lets the Units subject to terms and conditions of this Declaration and if the Unit owner fails to pay the Assessments, the Association may collect from the tenant the outstanding Assessments, provided the amount of the Assessment does not exceed the rental amount for the Unit.
- b. The unit owner of any rental unit shall be responsible for any damage done to Community Property by their lessee. Any damage to the Unit per se must be covered in the lease between the Lessee and the Unit Owner as they may agree.
- c. Owner and Lessee shall provide to the Association the name, address, telephone number of all occupants of the property, and dates of occupancy along with such other information as required by the Association prior to commencement of any Lease.

Section 18: Children

Children and grandchildren will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Condominium Property and including full compliance by them with these Rules and Regulations and all other rules and regulations of the Association. All children under twelve (12) years of age must be accompanied by a responsible adult when entering and/or utilizing the recreational facilities.

Section 19: Member Conduct

No Member, a member of his or her family, or guest or invitee shall act or interact with any employee of the Eagle Creek Communities Association (ECCA) or any of any employee contracted entity authorized to do business or provide services for ECCA or any Neighborhood Association in a manner that is judged to be inappropriate, hostile or threatening that could jeopardize the ECCA. The Board shall be the sole judge as to what is inappropriate, hostile or threatening.

A member shall be advised of the allegation of inappropriate behavior in writing and a hearing before the Board of Directors shall be scheduled as defined in the Articles of Incorporation and Bylaws of the ECCA. Suspension of access to common areas and monetary fines may be levied by the Board as provided for in the Articles of Incorporation and Bylaws, and Florida statutes 718 and 720, including the right to appeal the ruling of the Board. Section 21, below, further addresses the issue of enforcement.

Section 20: Smoking

Smoking is prohibited from all common and limited common elements in and around each of the condominium buildings, condominium swimming pools and spas, including but not limited to all shared walkways, stairwells, entranceways and walkways, elevators and building atrium areas. Smoking is prohibited within thirty (30) feet of all condo buildings.

Section 21: Enforcement:

Every Owner, Owner's family, guests, invitees, tenants and employees shall at all times comply with these Rules and Regulations, Community-wide standards, Architectural Standards, Use restrictions and with the covenants, conditions and restrictions set forth herein and in the deed to his or her Unit, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time to time.

Failure of an Owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages and/or injunctive relief. In the sole discretion of the Board of Directors of the Association, a fine or fines or suspensions may be imposed upon an Owner for failure of an Owner, his family, guest, invitees, lessees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, Articles of Incorporation or By-Laws, provided the By-Laws are followed and subject to the following procedures:

Payment of Fines

- a) Fines shall be paid not later than fourteen (14) days after notice of the imposition or assessment thereof.
- b) Application of Fines: All monies received from fines shall be allocated as directed by the Board of Directors.
- c) Non-Exclusive Remedy: Fines shall not be construed to be non-exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or occupant.

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d) Right of entry: Violation of Rules shall give the Association or its duly authorized agent the right to enter a Unit or any portion of the Common area to summarily abate or remove, at the expense of the Owner, any structure, thing or condition which violates the Rules. The Association shall not be liable in any manner for trespass, abatement or removal, and all costs and fees incurred by the Association may be specifically assessed against the violating Owner and shall be treated as an Individual Assessment otherwise due the Association.

All of these rules and regulations shall apply, to all Owners and occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Unit Owners from specific rules and regulations upon written request therefore and good cause shown in the sole opinion of the Board.

Failure by the Association to enforce any Rules or exercise any right or remedy contained herein shall not be deemed a waiver of the right to do so thereafter. Each remedy shall be non-exclusive and in addition to all other rights and remedies to which the Association may be entitled.

Section 22: Compliance & Fining Committee:

Violations by owner and /or occupants will have their violation reviewed by the committee or in the committee's absence, the community association executive committee. They may issue fines, if necessary and according to the following schedule:

- a) 1st offense - \$50
- b) 2nd offense - \$100
- c) 3rd Offense - \$300
- d) 4th Offense - \$500

Suspension may be considered for repeated violations.

Section 23: Hot Water Heaters

Condominium hot water heaters must be replaced after ten years of service. In the event a hot water heater leaks and creates water damage to the owner's unit or to adjoining unit(s) either beside or below, the unit owner will be considered negligent if the water heater is over ten years old and held responsible for all damages. Please reference Section 9.10 of the Combined Declaration of Covenants; *Damage caused by Conditions of the Condominium Property*.