

## **TOWNEHOMES OF DEER CREEK**

### **BOARD OF DIRECTORS**

**PRESIDENT – Rich Soviero**  
**VICE PRESIDENT/Secretary – Scott Marks**  
**TREASURER – Ed Lynch**  
**DIRECTOR – Ann Marie Bryson**  
**DIRECTOR – Annette Balaz**

### **PRESIDENT'S MESSAGE**

A community is a society of persons co-existing in the same locality with common laws and interests. Participation, sensitivity, and fellowship are qualities that we should all strive to employ. Be positive, adopt an optimistic attitude and share your point of view with civility and courtesy.

### **WELCOME MESSAGE FROM THE BOARD OF DIRECTORS**

Welcome to the Townehomes of Deer Creek. The following information is provided to help as you become familiar with the community.

**MEETINGS:** Board meetings are held at The Lakes Clubhouse, at 7:00 p.m., the third Thursday of the month. Owners are invited to attend. A reminder notice is posted on the bulletin board at each mailbox location.

**GARBAGE:** Removal is Monday and Thursday. Monday collection includes bulk items. Thursday pick-up is limited to normal household garbage/trash and recycling. Recycling is mandatory. For recycling questions, or to order recycling containers, call Deerfield public works/recycling at 954-480-4454.

**UTILITIES:** Water: Deerfield Beach 954-480-4279, [www.deerfield-beach.com](http://www.deerfield-beach.com)  
Electric: Florida Power and Light 954-797-5000, [www.fpl.com](http://www.fpl.com)  
Cable: Comcast: 1-800-COMCAST (266-2278), [www.comcast.com](http://www.comcast.com)  
Uverse: 1-800-288-2020, [www.att.verse.com](http://www.att.verse.com)  
Telephone: AT&T 1-866-620-6000, [www.att.com](http://www.att.com)  
10 digit dialing is required

**MANAGEMENT:** For questions about maintenance payments, the community, or to obtain Architectural Review Forms, please contact Campbell Property Management. Our Property Manager is Steve Russo. He may be reached by phone at 954-571-3357 or by email at [dctownhomes@yahoo.com](mailto:dctownhomes@yahoo.com).

Again, welcome to the Townehomes and enjoy your new home.

# **TOWNEHOMES OF DEER CREEK**

## **GENERAL INFORMATION**

1. The Townehomes of Deer Creek is a Homeowners Association. Board approval is required to purchase a home and a down payment of at least 10% of the purchase price is required.
2. The Townehomes of Deer Creek has a monthly maintenance fee that is based on the size of your lot. Your maintenance fee includes the following:
  - a. Landscape maintenance- grass cutting, trimming, and edging of shrubs, fertilization of plants, and turf weed control and fertilization.
  - b. Annual tree trimming- Any trimming required between contract periods is the homeowner's responsibility.
  - c. Professional property management with a licensed property manager, bookkeeper, and comptroller.
  - d. Rental of meeting room.
  - e. Common area electricity.
  - f. Irrigation.
  - g. Maintenance of common areas.
  - h. Taxes, legal fees, licenses fees, and permits.
  - i. Reserves- for painting, paving, and a contingency for resealing.
  - j. Lake maintenance.
3. Townehomes of Deer Creek is a member of a Master Association, The Deer Creek Improvement Association.
4. The seller of the home is responsible for passing all the association documents onto the new owner. These documents provide all the information as it relates to the Association's responsibility and the homeowner's responsibility.
5. Approval is required by the Homeowner's Association and the Master Association prior to making any changes to the exterior of the home.
6. The board of directors holds monthly meetings to conduct the association business. Annually, a member's meeting is held for the election and appointment of officers.
7. The homeowner is responsible for roof maintenance, the electrical for each unit, the maintenance of the driveway and the maintenance of the front light poles.

## **USE RESTRICTIONS**

1. Units are restricted to residential use by a single family.
2. A Dwelling Unit may be used for a limited business purpose (i.e. home-office) which would not cause a level of noise, odor, traffic, debris or other activity inconsistent with residential use. All other business purposes are strictly prohibited.
3. No fence shall be erected, maintained or permitted around a unit, upon any lands owned by a Unit Owner, or any portion of the Subdivision, unless prior written permission is obtained from the Board of Directors of the Association. However, the consent of the Board of Directors shall not be effective until the applicant has obtained the written consent of the Master Association.
4. No clothes lines or clothes poles shall be erected, maintained or permitted upon any portion of the Subdivision unless prior written consent is obtained from the Board of Directors. However, the consent of the Board of Directors shall not be effective until the applicant has obtained written consent of the Master Association.
5. No garbage, trash, refuse or rubbish shall be deposited, dumped or kept on any part of the Subdivision except in closed containers, dumpsters or other sanitary garbage collection facilities. All container, dumpster and garbage facilities shall be screened from view and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted. No refuse shall be allowed to accumulate so as to be detrimental to the Subdivision.
6. No sign, advertisement, notice, lettering or descriptive design shall be posted, displayed, inscribed, or affixed to the exterior of a Dwelling Unit or upon any land owned by a Unit Owner. No "For Sale" or "Garage Sale" signs, or similar sign or notice of any kind shall be displayed or placed upon any part of a Unit or any land owned by a Unit Owner, without the prior written approval for the same from the Board of Directors. However, the consent shall not be effective until the applicant has obtained the written consent of the Master Association. Any sign approved by the Board for display shall be no larger than four (4) square feet.
7. No commercial truck, boat, trailer, camper or van of any kind shall park or be parked at any time upon any portion of the Subdivision unless it is commercial vehicle in the process of being loaded or unloaded. However, if the truck, boat, trailer, camper or van is less than two thousand (2,000) pounds in weight, it may be parked within the Subdivision for periods of time not to exceed four (4) consecutive hours on any given day or for greater periods of time if prior written Approval from the Board of Directors of the Association is obtained.
8. No exterior radio, television or electronic antenna or aerial shall be erected or maintained on any Dwelling Unit or non-Association building without the prior written consent of the Association. However, all cable and satellite television facilities are specifically permitted.
9. No animals, livestock, poultry or pets of any kind shall be kept by Unit Owners or their family members, lessees, guests or invitee upon any portion of the Subdivision, except that two (2) dogs or two (2) cats shall be permitted to be kept by Unit Owners within their Units, provided that such pet is not kept or maintained for commercial purposes and shall not be an

unreasonable nuisance or annoyance to other Unit Owners. The Owner of any Unit in which a pet is kept shall indemnify the Association and hold it harmless against any loss or damage of any kind or character whatsoever arising from any injury or damage caused by such pets.

10. No tents, out buildings, portable buildings, storage sheds, temporary or accessory buildings or structure shall be erected, constructed or located on any Unit or any land for storage or otherwise, without the prior written consent of the Board of Directors. However, the consent of the Board of Directors shall not be effective until the applicant has obtained written consent of the Master Association.
11. No Dwelling Unit shall be enlarged by any addition thereto extending over any other Dwelling Unit, or extend into the air space above the roof of a Dwelling Unit or the planes thereof, including porches and Florida rooms, without the prior written consent thereto from the Board of Directors. Consent of the Board to such addition may be granted provided such addition is located entirely within the Unit seeking such addition and provided that such addition, in the sole discretion of the Board, does not damage or impair the aesthetic appearance of the Subdivision. However, the consent of the Board of Directors shall not be effective until the applicant has obtained the written consent of the Master Association.
12. No modification of the landscaping shall be made without the written consent of the Board of Directors. However, the consent of the Board of Directors shall not be effective until the applicant has obtained the written consent of the Master Association.
13. No nuisances shall be allowed upon the Subdivision nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the Subdivision by its residents. All parts of the Subdivision shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist.
14. No immoral, improper, offensive or unlawful use shall be made of the Subdivision or any part thereof. All laws, zoning ordinances and regulations of all government entities having jurisdiction shall be observed.
15. Reasonable Rules and Regulations concerning the use of Common Area may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such Rules and Regulations and any amendments thereto shall be furnished by the Association to all Unit Owners, residents of the Subdivision, and their authorized representatives upon request.
16. No swimming, boating, fishing or docks shall be permitted in or on the lakes without prior written consent of the Board of Directors. However, the consent of the Board of Directors shall not be effective until the applicant has obtained the written consent of the Master Association.
17. No tree having a trunk greater than five (5) inches in diameter at its base, or a height greater than eight (8) feet, shall be removed or destroyed without prior written consent of the Board of Directors. However, the consent of the Board of Directors shall not be effective until the applicant has obtained the written consent of the Master Association and permit from the City of Deerfield Beach must be obtained for removal.

18. Signage, Banners and Flags. Only two exterior signs are permitted year-round on any unit or any land: a security sign installed within ten (10) feet from the main entrance of a home as allowed by Chapter 720, F.S. and an "Open House" sign relating to the sale of a home between the hours of 9 AM to 5 PM. All other signs and banners are strictly prohibited with the exception of signage or banners installed as part of a home's holiday or seasonal decor. Holiday signage shall be permitted for a period of forty-five (45) days prior to holiday and must be taken down within fifteen (15) days after the holiday has passed.
19. Owners may only fly those flags which are identified in Section 720.304, F.S. Specifically, owners may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and one portable, removable official flag, in a respectful manner, not larger than 4 1/2 feet by 6 feet, which represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. In addition, an owner may erect a freestanding flagpole no more than 20 feet high on any portion of the homeowner's real property provided that advance approval is granted by the ARB. Such approval will not be granted if the flagpole obstructs sightlines at intersections and/or is erected within or upon an easement. The flagpole and display are subject to all building codes, zoning setbacks, and other applicable governmental regulations, including, but not limited to, Broward County noise and lighting ordinances. Any flags, signage or banners in a state of disrepair or in the case of flags which are not being displayed in a respectful manner will be subject to immediate removal.
20. Members whose roofs have been damaged by a casualty event including, but not limited to, a windstorm or fire, must repair or replace the damaged roof within nine (9) months from the date of the casualty event. The failure to receive insurance funds is not a mitigating factor and does not toll the deadline to repair or replace the roof. Owners whose roofs are damaged and/or have tarps in place as of the passage of this rule will have no more than sixty (60) days to complete their roof repair and removal of any tarp.
21. Firearms and guns of any type may not be discharged in any of the common areas of the Townhomes of Deer Creek or outside any residence unless such discharge is for self-defense, the defense of others or as otherwise permitted by law. In no event may firearms or guns of any type be used to shoot animals or for recreational purposes anywhere inside the Townhomes of Deer Creek.

## **RULES AND REGULATIONS**

1. The speed limit on all street of the Association is 15 mph, unless otherwise posted by an official municipal sign.
2. No vehicle may be parked as to obstruct the sidewalk.
3. It is prohibited to park on any grass areas.
4. Parking on the roadways after 11:00 PM is prohibited.
5. Except in case of emergencies, or with prior consent of the Board of Directors, construction, maintenance or repair work is only allowed Monday through Saturday from 8 AM to 6 PM and is prohibited on Sundays.
6. Trash/containers/recycling bins are to be placed curbside the night before the day of scheduled pick up and not before. Containers/bins are to be removed from curbside no later than the night of the scheduled pick-up day and stored out of sight and not visible from the street.
7. Improvements, changes, modifications or additions to the unit or landscape must be submitted in writing to the Board of Directors for approval. Said improvements are to be set forth on an ARB Form. Any ARB requiring a permit will have to be submitted with a refundable security deposit in an amount not to exceed \$500.00. The amount will be determined according to the work to be performed. This form can be obtained from Campbell Property Management at 954-427-8770 or on the website at [www.thodc.com](http://www.thodc.com).
8. Window air conditioners are not permitted except in an emergency and when approved by the Board of Directors
9. Units are to be maintained in a neat and attractive manner.
10. Per FS 720 the Association may levy reasonable fines. A fine may not exceed \$100.00 per violation against any member or any member's tenant, guest or invitee for failure of the owner of the parcel or it's occupant, licensee or invitee to comply with any provision of the Declaration, the association bylaws or reasonable rules of the Association unless otherwise provided in the governing documents. A fine may be levied by the Board for each day of a continuing violation, with a single notice and opportunity for a hearing, except that the fine may not exceed \$1,000.00 in aggregate unless otherwise provided in the governing documents.
11. Pets are to be under their owners control at all times and must be picked-up after.
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13. Owners may only fly those flags which are identified in Section 720.304, F.S. Specifically, owners may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and one portable, removable official flag, in a respectful manner, not larger than 4 1/2 feet by 6 feet, which represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. In addition, an owner may erect a freestanding flagpole no more than 20 feet high on any portion of the homeowner's real property provided that advance approval is granted by the ARB. Such approval will not be granted if the flagpole obstructs sightlines at intersections and/or is erected within or upon an easement. The flagpole and display are subject to all building codes, zoning setbacks, and other applicable governmental regulations, including, but not limited to, Broward County noise and lighting ordinances. Any flags, signage or banners in a state of disrepair or in the case of flags which are not be displayed in a respectful manner will be subject to immediate removal.
14. Vehicles must be in legally drivable condition with current tags.
15. Vehicle repairs and maintenance, other than washing of the vehicle and emergency repairs, may not be performed on or near the lots.
16. Street light lamps must be illuminated from dusk to dawn.
17. In accordance with fire code, after the termination of such periods of time that had been designated by the National Weather Service as being a hurricane watch or warning, hurricane protective devices installed on occupied buildings which impede required egress or required light and ventilation shall be removed within 15 days.
18. Non-permanent hurricane shutters and plywood must be removed from all occupied and unoccupied homes within 15 days after the termination of such periods of time that had been designated by the National Weather Service as being a hurricane watch or warning.
19. Only those vehicles designated to transport passengers, including automobiles, station wagons, sport utility vehicles, non-commercial trucks, motorcycles and vans which have windows on all body panels may park within the Community. Please refer to the Association Documents for further clarification of those vehicles that **Will Not** be permitted to park within the Community.
20. Members whose roofs have been damaged by a casualty event including, but not limited to, a windstorm or fire, must repair or replace the damaged roof within nine (9) months from the date of the casualty event. The failure to receive insurance funds is not a mitigating factor and does not toll the deadline to repair or replace the roof. Owners whose roofs are damaged and/or have tarps in place as of the passage of this rule will have no more than sixty (60) days to complete their roof repair and removal of any tarp.
21. Firearms and guns of any type may not be discharged in any of the common areas of the Townhomes of Deer Creek or outside any residence unless such discharge is for self-defense, the defense of others or as otherwise permitted by law. In no event may firearms or guns of any type be used to shoot at animals or for recreational purposes anywhere inside the Townhomes of Deer Creek.

The foregoing Use Restrictions and House Rules and Regulations are not all inclusive but summarize the more important restrictions. For a complete and accurate compilation of the restrictions that apply to the Townhomes of Deer Creek, you should review the Declaration, Articles of Incorporation, Bylaws and Rules and Regulations.

I/We, \_\_\_\_\_ Homeowner(s)

Of (address) \_\_\_\_\_

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in the Townhomes of Deer Creek, have read and understand the Homeowners Association's Requirements / Rules and Regulations.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date