

TOWNEHOMES OF DEER CREEK

BOARD OF DIRECTORS

PRESIDENT – Scott Marks
VICE PRESIDENT – Ann Marie Bryson
SECRETARY/ TREASURER – Ed Lynch
DIRECTOR – Annette Balaz
DIRECTOR – Terry Keene

WELCOME MESSAGE FROM THE BOARD OF DIRECTORS: Welcome to the Townehomes of Deer Creek. We pride ourselves in working to keep our community looking nice for all our residents. When you become a member of our association, you become a part of our community and play a part in keeping it a peaceful and beautiful place to live. We suggest exploring our website so you will get all the latest news as well as other information to help with your transition to our community. www.thodc.com

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 and Agenda are posted on the bulletin board at each mailbox location. The meeting dates are found on the calendar tab of the website.

GARBAGE: Removal is Monday and Thursday. Monday includes normal garbage and bulk items. Bulk items (including garden waste) should be placed next to the trash containers. Thursday is limited to normal household garbage/trash. There is no recycling. The contact is Deerfield public works at 954-480-4454.

UTILITIES: The city of Deerfield Beach provides many services including water and garbage. Information can be found at www.deerfield-beach.com/1028/Find

Water: Deerfield Beach 954-480-4279, www.deerfield-beach.com

Electric: Florida Power and Light 954-797-5000, www.fpl.com

Internet, TV, Phone:

Comcast: 800-266-22778, www.comcast.com

AT&T: 800-321-2000, www.att.com

MANAGEMENT: For questions about maintenance payments, the community, or to obtain Architectural Change Request Forms, please contact Campbell Property Management. Our Property Manager is Steve Russo. He may be reached by phone at 954-427-8770 or by email at srusso@campbellproperty.com

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 home. Your maintenance fee includes the following:
 - a. Landscape maintenance- Mowing, weed control, and fertilization of turf. Trimming and fertilization of plants and palm trees.
 - 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 a meeting room.
 - e. Common area electricity.
 - f. Irrigation.
 - g. Maintenance of common areas.
 - h. Taxes, legal fees, license fees, and permits.
 - i. Reserves- painting, paving, and other contingencies.
 - 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 to 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 THODC Homeowners Association and the Master Association prior to making any changes to the exterior of the home or lot. This includes, among other items, windows, fences, landscapes, walls, driveways, and patios.
6. The board of directors holds monthly meetings to conduct association business. Annually, a member's meeting is held for the election and appointment of officers.
7. The homeowner is responsible for the maintenance of the roof, driveway, front light poles, water lines, and electrical for each unit. Notwithstanding the foregoing, the Association shall be responsible for the cleaning of all roofs as a common expense.

For more detailed information see the Documents, Use Restrictions, and Rules and Regulations.

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 clotheslines 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 the 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 a 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, or one (1) dog and one (1) cat 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, outbuildings, 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 the 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 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 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 the 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 that 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 streets 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.
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.

12. 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 the holiday and must be taken down within fifteen (15) days after the holiday has passed.
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 that are not 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 the 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) _____

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