

## CROSS CREEK II PATIO HOME OWNERS ASSOCIATION

### Rules & Regulations (Authorized by Article 5.24 of the Declaration of Covenants and Restrictions and by Article III.2.d of the Articles of Incorporation)

Adopted December 20, 2020 and Amended (with Additions) on March 30, 2022 and in May 2023

#### General:

- In order that all homeowners are assured the quiet enjoyment of their property no homeowner should make or permit any noise or other activity that unreasonably interferes with the peaceful possession and proper use of the property. No unreasonably offensive or unlawful activities are permitted. Violations of all laws, county and municipal ordinances, and other governmental regulations shall be prohibited. This applies to the actions of the homeowner and his/her family, tenants or guests. (Authority: Article 5.13 of the Declaration)
- The speed limit in the community is 15 MPH (Authority: the rule-making authority conferred by Article 5.24 of the Declaration).
- Recreational toys, games, transportation devices must not be a permanent structure for more than 5 business days (Authority: 5.04 of the Declaration).
- Fishing on lakes and community property is available only to property owners (Authority: Article 3.02 of the Declaration of Covenants)
- Any debris must be removed from property (Authority: Articles 3.02 and 5.10 of the Declaration).
- Homeowners are responsible for pest control on their property (i.e., rats, mice etc.) (Authority: Article 5.09 of the Declaration of Covenants).
- Owners and tenants are responsible for the actions of their guests and the guests of their children (Authority: § 720.305(1), F.S.; Articles 7.02, 7.05 and 7.06 of the Declaration).
- Owners and tenants shall be financially responsible for any damage resulting from their guests (Authority: § 720.305(1), F.S.; Articles 3.11, 7.02.4, 7.04, and 7.06 of the Declaration).
- Any expense incurred by the community as a result of mistreatment of common areas will be assessed against the homeowner or tenant (Authority: Article 3.11 of the Declaration).
- All complaints, rule violations, and other problems should be submitted in writing to the management company (Authority: the rule-making authority conferred by Article 5.24 of the Declaration).
- No solicitors are allowed on the property and residents may not invite them (Authority: the rule-making authority conferred by Article 5.24 of the Declaration; Article 5.02 of the Declaration).
- The community reserves the right to make additional rules and regulations as may be required from time to time in line with the bylaws agreed upon by the homeowner when purchasing their home (Authority: Articles 3.02, 2.03, and 5.24 of the Declaration).
- Homeowners are responsible for knowing and understanding the contents of the Declaration of Covenants and other governing documents (Authority: § 720.305(1), F.S.) (*added May 2023*)

- The Board therefore recommends that homeowners with computer access to the internet regularly consult the Association's website to learn about community updates. The website address is **www.crosscreekii.com**.
- The Board also recommends that those with access to electronic mail regularly watch for emails from the Association's property management company. The email address will have this extension: "**@associaflorida.com**"

**Security:**

- Homeowners are the best defense to crime so if you see any suspicious activity and/or have non-emergency issues please contact the City of Plantation Police at 954-797-2225. This is the non-emergency number and provides full service 24/7.
- For Emergencies call 911
- For temporary requested access to the community front camera due to a criminal activity, contact the property management company in writing.

**Parking:**

- Inasmuch as each home has 4 parking spaces available for its exclusive use (2 in the garage and 2 in the driveway), common elements such as lawns should not be used for parking. (Authority: Articles 3.11, 5.07, and 5.24 of the Declaration).
- Parking is solely for personal private passenger vehicles and not for commercial vehicles or vehicles with commercial signs/lettering or with commercial equipment. (Authority: Article 5.07 of the Declaration).
- Boats cannot be stored or kept outside of any home without the Association's prior written consent, and boat owners and homeowners must comply with all ordinances of the City of Plantation for parking or storage of boats. (Authority: Article 5.19 of the Declaration).
- Unless kept within an enclosed garage only the following vehicles can be parked within the community overnight without the Association's prior written consent: automobiles, vans constructed as private passenger vehicles with permanent rear seats and side windows, and other vehicles manufactured and used as private passenger vehicles. (Authority: Article 5.07 of the Declaration).
- The following vehicles cannot be parked outside of a home overnight without the Association's prior written consent: (1) vehicles with commercial lettering or signs painted on or affixed to the vehicle; (2) vehicles with commercial equipment placed upon the vehicle; (3) trucks; (4) recreational vehicles, campers, trailers, or any other vehicle that is not a private passenger vehicle. (Authority: Article 5.07 of the Declaration).
- All vehicles must have current registration and license tag. (Authority: Article 5.07 of the Declaration).
- Parking on grassy areas of the common elements is not permitted (Authority: Article 3.11 of the Declaration; Article 4.01 of the Declaration)
- No parking on streets overnight from 11:00 PM – 6:00 AM (Authority: the rule-making authority conferred by Article 5.24 of the Declaration).

- Sidewalks should not be obstructed or encumbered for any purpose (Authority: Articles 3.11 and 3.12.3 of the Declaration).
- Repairs to automobiles should be restricted to same day minor repairs of property owned vehicles (Authority: Article 5.07 of the Declaration).
- Each homeowner will be responsible for the action of their guests (Authority: §720.305(1), F.S.; Articles 7.02, 7.05 and 7.06 of the Declaration).
- Anyone causing or permitting damage to the Common Areas, including but not limited to the fences, bushes, trees, grass, etc., will be considered in violation of the rules and regulations and will be responsible for the repair and or replacement of same (Authority: Article 3.11 of the Declaration).

**Towing :**

- Any vehicle parked in violation of these Rules will be subject to towing at the expense of the vehicle owner or operator. This includes:
  - a. Vehicles parked on Common Areas
  - b. Vehicles parked on Lawns or Grassy Areas
  - c. Commercial Vehicles parked overnight without the Association 's prior written consent; this includes vehicles with commercial signs/lettering painted on the vehicle or affixed to it, or vehicles with commercial equipment, unless the Association has provided prior written consent
  - d. Boats parked or stored outside of a home without the Association's prior written consent
  - e. Trucks parked overnight without the Association's prior written consent
  - f. Recreational vehicles parked overnight without the Association's prior written approval; this includes, campers, trailers, or any other vehicles that is not a private passenger vehicle
  - g. Vehicles lacking current registrations or license tags
  - h. Vehicles parked on streets overnight from 11:00 pm – 6:00 am
  - i. Vehicles parked on sidewalk
  - j. Any and all board members will have the authority to order towing of improperly parked vehicles.
- The Association will arrange for the services of one towing business that is regularly engaged in the business of towing vehicles and that uses a storage location within the number of miles from the point of removal that is required by law (currently 10 miles). The Association will arrange for service by a company that is in compliance with state law (currently § 715.07, F.S.) and in compliance with the City of Plantation's ordinances (currently Article IIII of its Code of Ordinances).
- Inasmuch as the Association and the towing business want the owner, operator, or person controlling the vehicle to pay the costs of towing and storage before redeeming the vehicle, the Association will engage only the services of a towing business that, per law, files and keeps on

record with the Plantation Police Department a complete copy of the current rates to be charged for the towing services; the identical rate sheet will be posted at the towing company's storage location.

- Because the Association and the towing business want the costs of towing and storage paid before redemption of the vehicle the Association will, per law, engage only the services of a towing company that files at its business a copy of its contract with the Association.
- The Association will engage the service of a towing company that uses only trucks containing the name, address and phone number of the company performing the services clearly printed in contrasting colors on the driver and passenger sides of the vehicle. The name of the company must be made of permanently affixed letters at least three inches high; the address and phone number must be made of permanently affixed letters and numbers that are at least one inch high.
- The Association has installed signs at the front of the community as required by law, thus eliminating the need to personally notify each vehicle owner or operator of a parking violation each time it occurs (§ 715.07(2)(a)5, F.S.).
- If the vehicle owner or other person authorized to control it arrives on the scene before the vehicle is removed (§ 715.07(2)(a)3, F.S.):
  - a. If the tow truck is moving and on its way, the person must pay the redemption fees at the storage site.
  - b. If the tow truck has not started to leave, the person must pay a reasonable service fee that does not exceed one-half of the posted rate for the service, at which time the vehicle will be disconnected from the tow truck, and the person can remove the vehicle without interference. But the towing can continue if the person refuses to remove the vehicle from the prohibited area or refuses to pay the reasonable service fee.

**Garbage and Refuse:** (Authority: Articles 5.06 and 5.24 of the Declaration of Covenants).

- All Garbage and refuse are to be placed in plastic bags used for pick up as approved by Plantation Waste Management Policies. Recyclables should be placed in the clear bags purchased through Plantation suppliers
- Weekly Garbage should only be out the evening before scheduled pick up after 5:00 PM
- No large items such as furniture or mattresses are to be placed outside the home until the evening before bulk pick up
- All parts of the property shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage is allowed to accumulate nor any fire hazard is allowed to exist
- Trash cans cannot be kept in front of the home
- Fines may be imposed if garbage or bulk items are left outside off schedule

**Pets & Animals:** (Authority: Articles 5.08 and 5.24 of the Declaration of Covenants)

- Any pet authorized by Article 5.08 must be on a leash at all times while outside of a home (Authority: Article 5.08 of the Declaration of Covenants).
- Any solid waste from a pet must be picked up and removed immediately and disposed of by the pet's owner (Authority: Article 5.08 of the Declaration of Covenants)
- Pets or animals shall not be permitted to become a nuisance or disturbance of any kind to other residence in the community (Authority: Article 5.08 of the Declaration of Covenants)
- Only common household domestic pets are permitted in the community (Authority: Article 5.08 of the Declaration).
- Owners and Residents may not feed any wild animals **(Added March 30, 2022)**
- Owners and Residents may not produce, leave available on or around the properties, or allow to exist any substance that might cause harm to humans or to animals **(Added March 30, 2022).**

**Common Elements:**

- Common elements cannot be defaced or misused in any manner (Authority: Article 3.11 of the Declaration of Covenants).

**Homes General:**

- All homes shall be maintained in a good and first-class condition and repair (Authority: Article 5.10 of the Declaration of Covenants).
- All modification to the front/sides of the property and structure must be approved by the Association (Article 5.10 of the Declaration of Covenants).
- No signs shall be placed upon any Lot and no signs that are visible from the exterior of the Unit shall be placed in or upon any Unit, without the Association's prior written consent. (Authority: Article 5.17 of the Declaration of Covenants).
- Pools / Jacuzzi including installed bodies of water are required for Association approval per ARC form (Authority: Articles 5.23, 5.23.1 and 5.24 of the Declaration of Covenants).
- Awning, Storm Shutter, Gutters, Storm Windows, Enclosure or additions require Association approval per ARC form (Authority: Articles 5.23.1 and 5.24 of the Declaration of Covenants).
- All storm shutters and other storm protection products must be opened or removed within fourteen (14) days after the passage of the particular storm for which the Declaration allowed their closure. **(Added March 30, 2022)**
- Holiday Decorations must be removed from the property fourteen (14) days after the end of the applicable holiday **(Added March 30, 2022)**

**Roof:** (Authority: Articles 5.10, 5.23 and 5.24 of the Declaration of Covenants)

- Roofs shall be cleaned as to look similar to new with consistent coloring of tiles
- Major roof repairs or replacement requires Association approval per ARC form

**Solar Panels** (Authority: § 163.04, F.S.; Articles 5.23 and 5.23.1 of the Declaration)(***added May 2023***)

- Pursuant to Florida law (§ 163.04, F.S.) the Association will not prohibit homeowners from installing solar panels on the roofs of their homes as long as this statute remains in effect but Association approval of the panels' placement is required, so an ARC application form must be submitted.
- The Board of Directors will determine the proper placement in accordance with Florida law, and installation in a way that makes the panels visible from the street might be prohibited. That is why it is so important to file an ARC application before installation.
- The homeowner must regularly check the "Rules and Regulations" page on the Association's website (ccii.com) for updates.

**Paint:** (Authority: Articles 5.10, 5.23 and 5.24 of the Declaration of Covenants)

- No homeowner shall paint the exterior of their home without association approval (Authority: Article 5.10 of the Declaration of Covenants)
- Homeowner must submit an ARC (Architectural Form) for any modification of the exterior of the house to obtain board approval in the accordance of our laws (Authority: 5.23 of the Declaration of Covenants)
- Home will only paint the house based on the approved community colors provided at the time of painting (Authority: Article 5.10 of the Declaration of Covenants)
- No more than 15% of the houses can be painted a single paint Scheme (Authority: Article 5.24 of the Declaration of Covenants).
- Houses next to each other cannot be painted with the exact same color (Authority: Article 5.24 of the Declaration of Covenants)

**Landscaping:** (Authority: Articles 5.09, 5.24, and 7.02.4 of the Declaration of Covenants)

- Homeowners are responsible for all landscaping and grass on their property and on any contiguous property between the Lot and the pavement edge of any abutting road, or the waterline of any abutting lake or canal. This means that homeowners are responsible for the oak trees and palm trees. (Authority: Article 5.09 of the Declaration of Covenants).
- In situations where the Association has undertaken landscape maintenance for a homeowner it may return responsibility to that homeowner after providing notice of its intent to that homeowner. The homeowner must then assume maintenance pursuant to community standards in effect at the time. (***Added March 30, 2022***)(Authority: Article 5.09 of the Declaration of Covenants).
- All landscaping in the front of the home must be approved by the association per association. (A selection of approved plants that are maintained is available). (Authority: Article 5.09 of the Declaration of Covenants).
- Residents should not grow, farm or practice agriculture of any type without Association approval of an ARC application, in order to avoid excessive growth of plant, shrub, flower,

vegetable or fruit, tree, palm vine or grass. (Authority: Articles 5.09 and 5.24 of the Declaration of Covenants).

- Homeowners must remove front / side landscaping in beds, including palms, trees, shrubs etc. that are in poor health, dying, or dead, and must submit an ARC form for approval of the selected replacement (Authority: Article 5.09 of the Declaration of Covenants).
- The Association only conducts general maintenance for common areas on the homeowner property based on The City of Plantation's ordinances and guidelines, and is not responsible for replacements unless the Association provided written approval of those replacements.
- The Association has the discretion to remove any plant, shrub, tree, grass or palm it deems necessary, and the removal will be at the expense of the homeowner (Authority: Articles 5.24 and 7.02.4 of the Declaration of Covenants).
- **The homeowner is responsible for watering/irrigating his/her own Lot when the community sprinklers are not working, and for the expense of that irrigating (added May 2023)**
- **It is the homeowner's responsibility to properly coordinate his/her treatment of lawn and shrubs if the homeowner decides to do that work on his/her own. The Association will not be responsible for damage caused during these efforts if the homeowner has not coordinated with the Association vendor (added May 2023).**
- **The homeowner cannot prevent an Association vendor from servicing the Lot; any issues the homeowner has with the vendor must be documented immediately in writing and sent to the Association's management company (added May 2023).**

**Fencing:** (Authority: Articles 5.20, 5.23, 5.24 of the Declaration of Covenants)

- All fencing must be approved by the Association per ARC Form (Authority: Articles 5.20 and 5.23 of the Declaration of Covenants).
- Wood shadow box fencing is required unless on a water way in which aluminum fences are an option (Authority: Article 5.24 of the Declaration of Covenants)
- All Fences are required to be pressure cleaned and maintained in good strong quality (Authority: Article 5.20 of the Declaration of Covenants)
- Fences can be stained or clear coated to protect the longevity of the wood. Stain must be natural color only. (Authority: Articles 5.23 and 5.24 of the Declaration of Covenants).
- Painting of the fence is prohibited (Authority: Article 5.24 of the Declaration of Covenants).
- Article 5.20 of the Declaration governs "Walls and Fences," providing that "Any wall or fence constructed upon a LOT shall be of a uniform type approved as hereinafter provided, and shall be maintained in good condition in a uniform manner and color by the OWNER. No fence or wall shall be installed within 20 feet of any lake or canal without the prior written consent of the ASSOCIATION (**added May 2023**)"
- Pursuant to Articles 5.20 and 5.24 the Board of Directors has adopted the following rules (**added in May 2023**):
  - a. Wooden Shadowbox Fence must be installed.
  - b. ARC approval is required before the fence can be installed.
  - c. Natural wood is required; it must be sealed with a clear sealer or light stain sealer.

**Driveways:**

- All driveways should be kept in good condition. Potholes or roots lifting asphalt /pavers must be corrected and repaired (Authority: Article 5.10 of the Declaration of Covenants).
- Driveway replacement can either be asphalt and/or pavers and requires Association approval (Authority: Articles 5.10, 5.23 and 5.24 of the Declaration of Covenants).
- Sealing of pavers is optional, driveway must be clean of debris and mildew (Authority: Articles 5.10, 5.23 and 5.24 of the Declaration of Covenants).
- Sealing of asphalt required if 25% or more is identified as worn (Authority: Articles 5.10, 5.23 and 5.24 of the Declaration of Covenants).

**Renters:** (Authority: § 720.305(1), F.S.; Articles 5.03 and 5.24 of the Declaration of Covenants)

- All leases of a Unit must be in writing and must clearly state that the parties to the lease are subject to the Association’s governing documents. (Authority: § 720.305(1), F.S.; Article 5.03 of the Declaration of Covenants).
- Copies of all leases must be delivered to the Association before a tenant occupies a home (Authority: Article 5.03 of the Declaration of Covenants).
- No lease can be for a term of less than one month (Authority: Article 5.03 of the Declaration of Covenants).
- Tenant screenings and interviews are required before a tenant is approved for occupancy (Authority: Article 5.24 of the Declaration of Covenants).
- A homeowner must live in the house for a minimum of one year prior to renting
- AirBnB rentals are prohibited unless written board approval of the arrangement is obtained before the occupants move into the house. Furthermore, a copy of the AirBnB agreement allowing the occupants to reside at Cross Creek II must be provided to the Board (*Added March 30, 2022*)

**Membership Participation in Board Meetings and Membership Meetings** (*added in May 2023*)

I. BOARD MEETINGS: (Authority: §720.303(2), F.S. and § 720.306(10), F.S.)

- All homeowners have the right to speak before the Board on all items listed on the agenda.
  - a. Members may speak at the end of the meeting unless the board makes an exception and allows discussion throughout the meeting.
  - b. Each member may speak for five minutes
  - c. Each member may speak one time per meeting unless the board determines during the meeting that time allows for more frequent speaking.
  - d. Members may tape-record or videotape board meetings, subject to the following:

- (1) The homeowner must provide the Board with prior written notice of the intent to record the meeting;



- (2) The recording equipment must be installed before the meeting begins so that the board can start the meeting on time, as scheduled;
- (3) The recording equipment cannot produce distracting noises or light emissions;

- Homeowners may speak on items not listed on the agenda if they present the board with a written petition executed by 20% or more of the voting interests.
- The items listed in the petition must be included on the agenda of the board's next regular or special meeting, which must be held within 60 days of the date the board received the membership petition.
- The Board will provide the homeowners with 14 days' notice of the meeting at which it will discuss the items listed on the petition, but the board is not required to take any other action on the petitioned items.

II. MEMBERSHIP MEETINGS: (Authority: § 720.306 (6), F.S.)

- Members and parcel owners have the right to attend all membership meetings and to speak at any meeting with reference to all items opened for discussion or included on the agenda.
- A member or parcel owner may speak for five minutes on any item (must be at least three minutes, per statute).
- Each member may speak one time per meeting unless the board determines during the meeting that time allows for more frequent speaking.
- Members may tape-record or videotape board meetings, subject to the following:
  - a. The homeowner must provide the Board with prior written notice of the intent to record the meeting;
  - b. The recording equipment must be installed before the meeting begins so that the board can start the meeting on time, as scheduled;
  - c. The recording equipment cannot produce distracting noises or light emissions.

**Flags, House-mounted Flags, and Flagpoles** (Authority: § 720.304, F.S. and Article 5 of the Declaration)  
***(Added March 30, 2022):***

- Homeowners may display one portable, removable United States flag or official flag of the State of Florida in a respectful matter.
- Homeowners may erect a freestanding flagpole no more than 20 feet high on any portion of the homeowner's property subject to the following conditions:
  - a. The flagpole cannot obstruct sightlines at intersections;
  - b. The flagpole is not erected within or upon an easement;
  - c. The flagpole cannot obstruct or interfere with trees;
  - d. The Homeowner displays, in a respectful manner from that flagpole, one official United States flag, not larger than 4.5 feet by 6 feet;
  - e. If the Homeowner displays an additional flag the display is limited to an official flag of the State of Florida or the United States Army, Navy, Air Force, Marines, or Coast Guard, or a POW-MIA flag, and that flag is subject to the following condition:
    - (1) It is equal in size to or smaller than the United States flag.
- The flagpole and the display is subject to all building codes, zoning setbacks, and other applicable governmental regulations, which include but are not necessarily limited to:
  - a. Noise and lighting ordinances in the county or municipality in which the flagpole is erected and
  - b. All setback and location criteria contained in the Association's governing documents, as they may be amended from time to time.
- The hardware used in connection with the flagpole cannot create disturbing noises, such as when the wind causes the flag and the hardware to blow with the wind and into the pole.
  - a. If noise becomes a nuisance in the board's opinion the homeowner will be required to resolve the noise or remove the flag.
  - b. The flagpole must be removed if the flag is not then replaced within thirty (30) days of the removal date.
  - c. The flagpole must be removed if the noise cannot be resolved.
  - d. The flag must be removed if winds are excessive.

e. The flag pole must be rated for a minimum wind rating of seventy-five (75) miles per hour, and proper hardware must be secured so as to prevent the noise created by its blowing against the pole.

- Wood Flag Poles are prohibited.
- Association approval of any flagpole installation is required; the ARC form must reflect the Homeowner will obey the following specifications:

a. Placement of a Telescopic Heavy Duty flagpole made of anodized aluminum (12 gauge or lower strength);

b. Identification of the hardware specifications the Homeowner plans to use.

c. Ball Topper flagpoles are the only poles permitted.

d. Identification or Depiction of the Landscaping lights surrounding the flagpole, which must be approved by the Board;

e. Identification or Depiction of the landscaping that will surround the pole, which must be approved by the Board;

f. Proof that the City of Plantation has issued a permit approving the installation;

g. The base of the pole will be at least three (3) inches in diameter;

h. The pole will pass a wind rating of at least 75 miles per hour;

i. The flagpole color must be aluminum or silver.

- The Homeowner installing the flagpole is responsible for any damage to surrounding properties caused by the installation or by subsequent events relating to the pole;
- A damaged pole must be removed and, if replaced, it must be replaced with a pole satisfying all the rules and regulations existing at the time of replacement.
- A flag must be displayed at all times from a flagpole unless it is being replaced.

a. If a flag is being replaced the Association must be notified of the homeowner's intent and the flag must be replaced within thirty (30) days of its removal.

b. Flags must always be in good condition (no rips, no stains, no visible wear-and-tear is permitted). Flags not satisfying this standard must be replaced.

- House-mounted Flags must be approved by the Board after it reviews the ARC the homeowner submits; no City permit is required for this.
- Seasonal Flags can be displayed on house-mounted poles only. Holiday Flags and Religious Flags are prohibited.

### Inspection and Copying of Records:

- The Association and all homeowners are governed by Florida law (section 720.305(5), F.S.). It is a long, detailed rule because it tracks the statute. The entire rule can be found on <https://crosscreekii.com>.

### Hurricane Protection: (Authority: Article 5.23 and Article 5.23.1 of the Declaration): **(added May 2023)**

- Hurricane windows may not be installed without the Association's prior written approval.
- An ARC form must be submitted for board approval, and installation is prohibited without the written approval.
- Frames must be either white or bronze in color.
- Glass may be tinted but the specifications must be included in the application.

### Violations: (Authority: Rule 5.24 of the Declaration of Covenants and Article III.2.d of the Articles of Incorporation)

#### Procedure for Addressing Certain Violations: **(added in May 2023)**

- The Board of Directors considers certain violations less serious than others. It will therefore give the homeowners and residents the opportunity to resolve them more cheaply than the cost would be for more serious violations. The goal is to obtain corrections before the homeowner gets into more serious problems with the Association. The procedure is:

1. The homeowner will receive one letter ("First Notice-Minor Violation") on a form created by the Board, in consultation with the Association's attorney reciting the violation.

2. The homeowner must respond to the letter by following the instructions in that letter.

3. Any work the homeowner plans to do to comply with the letter must comply with Cross Creek II requirements and with the City of Plantation's requirements.

4. The homeowner may be charged a nominal (\$25.00) administrative cost to cover management's property inspections, the processing of the notices, and the tracking of the homeowner's progress in curing the violations. This fee will be charged each time management sends the homeowner an email or makes an inspection. If the violation is not cured in this phase then the matter will be sent to the Fining Committee for review and action.