

Creekside Preserve Condominium Association

Sales Packet 2026



**8840 Terrene Court, Suite 102 Bonita Springs, FL
34135 (239) 454-8568
Fax: (239) 454-5191**



Pegasus Property Management
8840 Terrene Ct #102
Bonita Springs, FL 34135
Ph: 239-454-8568
Fax: 239 454-5191

PURCHASE APPLICATION
Creekside Preserve Condominium Association

ATTACH THE FOLLOWING: Application Fees are Non-Refundable

- **Completed copy of the signed Purchase Application.**
- **Copy of the Purchase Contract**
- **\$150 non-refundable Application Fee made payable to Pegasus Property Management**
- **\$50 non-refundable Background Check Fee made payable to Pegasus Property Management for each applicant and all residents over the age of 18**
- **Additional fees as applicable for Pet and Vehicle registrations made payable to Creekside Preserve Condominium Association**

I (We) hereby apply for approval to purchase:

Name(s): _____

Address to be purchased (include unit number) _____

Realtor: _____ Phone: _____ Closing Date: _____

To facilitate consideration of this application, I represent that the following information is factual and correct, and agree that any falsifications or misrepresentation in this application will justify its disapproval. I consent to your further inquiry concerning this application.

PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION:

1. Full name of Applicant: _____

Full Name of Spouse/Domestic Partner (if applicable) _____

• Social Security #: _____/_____/_____ Driver License #: _____

• Email Address: _____ DOB _____

• Telephone: Home: _____ Mobile: _____ Work: _____

• Current Home Address: _____

• Applicant Employer: _____

• Employer Address: _____

2. Full name of Co-Applicant: _____

- Social Security #: _____ / _____ / _____ Driver License #: _____
- Email Address: _____ DOB _____
- Telephone: Home: _____ Mobile: _____ Work: _____
- Current Home Address: _____
- Co-Applicant Employer: _____
- Employer Address: _____

3. Please state the name, relationship and age of all other persons who will be occupying the unit regularly.

Name	Relationship	Age
a. _____	_____	_____
b. _____	_____	_____
c. _____	_____	_____
d. _____	_____	_____

4. Rules related to ownership and keeping of animals within units at Creekside Preserve can be found in the Creekside Preserve Condominium Association Documents and Rules and Regulations. ***Complete and Attach the required "Form – Animal Addendum".***

5. Complete and attach "Form – Vehicle Registration" for all vehicles that will be parked at the address
Note: All resident vehicles are to be registered with the association. There is no overnight street parking – all cars must be parked in the specific unit's driveway. Guest parking locations are for guests only – residents cannot use these for overnight parking. Initial ____ / ____

6. Person to be notified in case of emergency: _____

Address: _____ Phone: _____

7. I (we) are purchasing this Unit with the intent to:
 Reside here on a full-time basis Reside here on a part-time basis Lease this Unit

8. I (we) understand and agree that this Unit cannot be leased for a term of 12 months after the closing date in accordance with sections 2.28-2.30 and 17.1-17.1.1 of the Declaration of Condominium of Creekside Preserve, a Condominium. Initial ____ / ____

9. If the Unit is being leased now or in the future I (we) are aware of, have received a copy of, and agree to abide by the Creekside "Policy Leasing of a Unit(s)". Initial ____ / ____

10. I (we) will provide the Association with a copy of our recorded deed within ten (10) days after closing.

11. I (we) are aware of, have received a copy of, and agree to abide by the Declaration of Covenant, Declaration of Condominium, By-laws and Rules & Regulations for Creekside Preserve Condominium Association. These documents can be accessed at www.creeksidecondo.org by the Unit Owner. Initial ____ / ____

Applications may take up to twenty (20) days to process. A copy of the approved application will be mailed or emailed to the owner and/or applicant.

AUTHORIZATION: I (we) hereby authorize Pegasus Property Management and/or Creekside Preserve Condominium Association to verify all information contained in the application and to conduct a full background, including but not limited to employment, income, eviction and criminal and to authorize that they may contact any persons or companies listed in the application.

Applicant

Date

Co-Applicant

Date

Applicant(s) Approved

Applicant(s) Disapproved

Board Member / Property Manager

Date



Pegasus Property Management
8840 Terrene Ct #102
Bonita Springs, FL 34135
Ph: 239-454-8568
Fax: 239 454-5191

**Creekside Preserve Condominium Association
Animal Addendum**

The Board of Directors of Creekside Preserve Condominium Association requires that Applicants/Owners/Renters inform the Board of the Species, Breed and Weight of all Animals kept in a unit.

ANIMALS:

1. Not more than two (2) domestic animals (limited to either dogs, cats or other common household pets) may be kept in a Unit, provided said animals:
 - a. Do not weigh more than sixty pounds (60 lbs.) each.
 - b. Are not kept, bred or maintained for any commercial purpose.
 - c. Are not a nuisance or annoyance to neighbors.
 - d. Are not left unattended on lanai or outside the Units.
 - e. Are registered with the Association on the form provided by the Association.
 - f. Comply with the restrictions set forth in the Master Declaration.
2. Owners of each Unit may also keep fish and/or two (2) domestic household type birds inside the Unit. Owners cannot keep reptiles, rodents, amphibians, exotic birds, poultry, or livestock in the Unit.
3. Unit Owners must pick up all solid wastes of their animals and dispose of such waste appropriately. Outside waste containers are not permitted.
4. Animals should not be allowed to urinate or defecate on the entry sidewalks. If this occurs, the animal owner must clean the area.
5. All animals, including cats, must always be leashed when outside the Unit. Animals may not be left unattended or tied up outside the Unit or on the lanai.
6. Animal food should never be left outside a unit as it will attract bugs and other wildlife.
7. Consistently barking dogs will not be tolerated.
8. Any Unit Owner maintaining an animal within a Unit shall carry necessary liability insurance coverage for such animal, naming the Association as an additional insured.
9. Pets are never permitted in the Clubhouse, Covered Pavilion or Pool Area.
10. Assistance Animals - Assistance Animals as defined by the Fair Housing Act must be registered with the Management Company in accordance with the Creekside FHA Policy and must comply with these rules and regulations.
11. In conjunction with animal registration (as noted in 1.e), a Creekside Preserve collar tag must be worn by all dogs. Unit owners and Renters must purchase, through the Management Company, a separate tag for each dog that resides in their unit.
12. The Board may adopt further rules and regulations pertaining to keeping animals in the community, including the ability to designate certain areas for walking animals to control the deposit of animal waste.
13. Refer to DECLARATION OF CONDOMINIUM OF CREEKSIDE PRESERVE, A CONDOMINIUM Section 17.2 for further details regarding animals, liability and compliance.

Initial ____ / ____

**Creekside Preserve Condominium Association
Animal Registration**

To: Board of Directors and/or Management Company

From: Owner(s)/Resident(s) Name: _____ Own / Rent (circle)

Property Address: _____

Phone: _____ Email: _____

Animal Information:

Animal 1

Species: DOG [] CAT [] Other [] _____

Name: _____ Type/Breed: _____ Color: _____ Age (Approx.): _____

Lee County License Number: _____ Rabies Vaccination Expiration: _____ Weight: _____

All cats and dogs, four months of age or older, that live in Lee County for at least 30 days per year must be vaccinated against rabies and licensed by Lee County. <https://www.leegov.com/animalservices/ordinance>

Animal

Species: DOG [] CAT [] Other [] _____

Name: _____ Type/Breed: _____ Color: _____ Age (Approx.): _____

Lee County License Number: _____ Rabies Vaccination Expiration: _____ Weight: _____

To complete registration, you must attach proof of animal liability. This is a requirement stated in "Declaration of Condominium of Creekside Preserve, A Condominium".

[Include \\$5 for each Dog being registered. Make check payable to Creekside Preserve Condominium Assn.](#)

Signature of Owner(s) _____, _____ Date: _____

For Board of Directors and/or Management Company Use Only:

Date Registration Received: _____ Status: Complete ___ Tag Assigned ___ Pending ___ Denied ___

Animal 1 Tag# _____ Animal 2 Tag# _____

Explanation (if Pending or Denied): _____

Member(s) of the Board of Directors and/or Management Company

Signature: _____ Print Name: _____

It is recommended that all animals be added to the Pet Directory at www.creeksidecondo.org.



Pegasus Property Management
8840 Terrene Ct #102
Bonita Springs, FL 34135
Ph: 239-454-8568
Fax: 239 454-5191

Creekside Preserve Condominium Association Owner/Resident Vehicle Registration

Resident Name: _____

Property Address: _____

(Include Unit Number)

Phone: _____

Owner [] Renter [] If Renting – Lease Expires On: ____/____/____

Vehicle Information

1) Year ____ Make _____ Model _____ Color _____ License _____ State _____

2) Year ____ Make _____ Model _____ Color _____ License _____ State _____

3) Year ____ Make _____ Model _____ Color _____ License _____ State _____

Registration can be completed by mail or in person at the Pegasus office location identified below. Cost is \$5 per vehicle. Decals are not interchangeable between vehicles. If there are more than 3 vehicles to register, please contact Pegasus Property Management for instruction.

- ***If registering in person, please bring your vehicle State Registration(s) for verification.***
- ***If mailing, please include a photocopy of the vehicle State Registration(s) and \$5 per vehicle you are registering. Mail, with check payable to Creekside Preserve Condominium Assn.***

Decals will be sent to the property address listed above. Upon receipt, the decal should be affixed to the vehicle on the driver's side rear window.

Office Use Only:

Date: _____ Vehicle Decal #'s issued: 1) ____ 2) ____ 3) ____ Guest Tag#: ____

CONSENT TO ELECTRONIC VOTING AND ELECTRONIC NOTICE

The undersigned, being all the Owners, or an eligible voter, for Unit No./Address _____ at Creekside Preserve Condominium Association, pursuant to Florida Statutes, hereby consent(s) in writing to:

(Please place a ✓ or × in the box or boxes for which you are giving consent)

1. ELECTRONIC VOTING: By signing this consent form (or consenting to electronic voting by e-mail sent to the Association), I/we consent to voting electronically at meetings and elections for Creekside Preserve Condominium Association, Inc., to the fullest extent permitted by law, pursuant to the provisions of the Board's Resolution Regarding Electronic Voting ("Resolution"), and release and waive any claim against the Association pertaining to such voting, including, but not limited to, the transmission or placement of "viruses," "malware," "spyware," "cookies," and the like and any claim or challenge to such voting, including, but not limited to, situations where a Unit Owner vote was not received or counted by the Association due to no fault of the Association, its Board or management.

- 1.1 I/We designate the following e-mail address for electronic voting purposes, which e-mail address and other information (including personal identifying information) may be released to a third party that provides electronic voting services or other third parties to the extent and as may be reasonably necessary to enable the use of electronic voting processes:

(EMAIL - PRINT NEATLY)

- 1.2 In the absence of the Board of Directors announcing a different deadline for consenting to electronic voting, the undersigned understands and agrees that in order to be valid, this consent form must be signed and on file with the Association **at least fourteen (14) days prior to the meeting or election** in which the Unit Owner wishes to vote by electronic means. To ensure that you are properly registered with the online voting system, it is highly encouraged that you register the account at least fourteen (14) days in advance of the first meeting where you will be using electronic voting. The Board shall have the authority to set cutoff times for registering with the electronic voting system and for electronic voting in connection with the notice of any meeting where electronic voting will be used. In the absence of the Board of Directors announcing a different cutoff time/date for registering and voting, the Unit Owners must register with the electronic voting system and cast any electronic votes no later than the start time of the meeting, or the start time of the reconvening of an adjourned meeting, at which time the ability to vote electronically shall be deemed closed for that meeting or election.

1.3 I/We further understand and agree that, in order to use a different e-mail address for casting votes electronically, I/we must notify the Association in writing of the change of e-mail address no later than thirty (30) days prior to the meeting or election in which the Unit Owner wishes to vote by electronic means. If I/we do not provide timely written notice of this change of e-mail address to the Association as provided herein, I/we further understand and agree that I/we may not be able to vote electronically until the next membership meeting and/or election.

2. **ELECTRONIC NOTICE:** I/We consent to receiving notice by electronic transmission for the meetings of the Board of Directors, Committees, and Annual and Special Meetings of the Members of Creekside Preserve Condominium Association, Inc. I/We designate the following email address for electronic notice purposes: (you may write "same as above" or provide a different email address for electronic notice purposes)

(EMAIL - PRINT NEATLY)

The undersigned understands that mailed/paper notice may not be provided to the Unit Owner unless the Unit Owner has rescinded his/her consent to receive electronic notice of meetings. Please be aware that if you consent to receive electronic notice of meetings, your email address designated for that purpose will be an official record of the Association.

All Owners of the Unit or Eligible Voter Please Print Name, Affix Date and Sign Below:

Signed By: _____

Print Name: _____

Date: _____

Signed By: _____

Print Name: _____

Date: _____

REVOCAION OF CONSENT TO ELECTRONIC VOTING

The undersigned, being all the Owners, or an eligible voter for Unit No./Address _____ at Creekside Preserve Condominium Association, have previously consented in writing to electronic voting at meetings and elections for Creekside Preserve Condominium Association, Inc., as permitted by law and duly filed with the Association.

I/We hereby revoke my/our consent for the following (check all that apply):

ELECTRONIC VOTING

ELECTRONIC NOTICE

The undersigned understands and agrees that if revoking consent for electronic voting, this form must be signed and on file with the Association no later than thirty (30) days prior to the meeting or election in which the Unit Owner wishes to revoke consent to vote by electronic means or the revocation will not be effective until the next membership meeting and/or election. However, if the Association receives this revocation less than thirty (30) days prior to the meeting or election, the revocation will be effective for the next subsequent membership meeting.

Furthermore, the undersigned understands and agrees that if revoking consent for the electronic notice, this form must be signed and on file with the Association no later than three (3) days, or seventy-two (72) hours prior to the Association sending notice of a meeting or election in which the unit owners decide to revoke consent to electronic notice or the revocation will not be effective until the next meeting and/or election.

All Owners of the Unit or Eligible Voter Please Print Name, Affix Date and Sign Below:

Signed By: _____

Print Name: _____

Date: _____

Signed By: _____

Print Name: _____

Date: _____

ELECTRONIC PAYMENT AUTHORIZATION FORM

AUTHORIZATION AGREEMENT

I hereby authorize Pegasus Property Management Inc. to initiate electronic debits to my account at the financial Institution named below. I also authorize Pegasus Property Management Inc. to credit my account in the event that a debit entry is made in error.

Further, I agree not to hold Pegasus Property Management Inc. responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution.

This agreement will remain in effect until Pegasus Property Management Inc. receives a written notice of cancellation from me or my financial institution, or until I submit a new Electronic Payment Authorization form to Pegasus Property Management Inc.

Day of the month your account will be charged: 5TH

ACCOUNT INFORMATION

Name of Financial Institution _____

Routing Number _____

Account Number _____

ASSOCIATION INFORMATION

Association Name: _____

Address: _____

OWNER INFORMATION

Customer Name: _____

Customer Signature: _____ Date: _____

PLEASE CONFIRM THE INFORMATION FROM A CHECK. Pegasus will not be responsible for incorrect information provided. If you would like to send a voided check along with this application please send it to accounts@pegasusc.com or mail to:

Address: **Pegasus Property Management**
8840 Terrene Ct #102
Bonita Springs, FL 34135

The image shows a sample check with the following details:

- Payee: Paul Maple, Olivia Maple, 1234 Windy Oaks Drive, Anytown OR 00000
- Amount: 1234 (written as 1234) and 15-0000/0000 (written as 15-0000/0000)
- Bank: ANYTOWN BANK, Anytown OR 90000
- Routing number: 250250025
- Account number: 2020201186111234
- Check number: 1234
- Annotations: "Routing number" and "Account number" are circled and labeled. A box around the amount is labeled "Do not include the check number".
- Watermark: "SAMPLE" is written diagonally across the check.

PEGASUS PROPERTY MANAGEMENT

8840 Terrene Court, Suite 102
Bonita Springs, FL 34135
Phone 239-454-8568
Fax 239-454-5191

Dear New Homeowner:

Welcome to Creekside Preserve Condominium Association, Inc. We would like to take this opportunity to introduce Pegasus Property Management as the managing agent for your association and acquaint you with certain aspects of community living. Your Board of Directors has retained our company to manage the association's administrative needs and oversee the maintenance of the areas of which the association is in control. We help to facilitate the day-to-day affairs of the association by working at the direction of the Board and by communicating directly with the residents and vendors. Basically, all the items listed on the association's budget fall under our responsibility. We handle all the correspondence such as notices of the meetings and elections, recording the minutes of the meetings, etc. We also oversee the maintenance of the grounds and help the Board enforce the governing documents.

We hope you will find the following information helpful.

Maintenance Fees –The association's expenses are prorated *quarterly*. It is important that your fees are paid on time to ensure the smooth operation of the association. ***Quarterly statements are typically mailed to the residents in 20 days before the due date, and to the new owner in the event of a resale.***

Owner Information – We ask that you complete the enclosed unit owner questionnaire form and return it to our office so that we will have all the necessary information for billing purposes and in case of an emergency involving your home. You can also update your information directly on your web portal. Log-in information will be mailed/mailed following this notice.

Documents – Your seller should have provided you with a current and complete set of the association's documents. Please be sure to read your documents so that you become familiar with your rights and responsibilities as a homeowner. If you have any questions about your rights or the association's responsibilities, please call our office.

Rules and Regulation – All owners are supposed to read and agree to comply with the governing documents before purchasing their units. The rules and regulations are meant to protect all members of the association. Rules will be enforced by the Board of Directors for the betterment of the whole community and in order to maintain a pleasant place for everyone in the association to live.

Leasing your unit – All leases must be in writing and a copy of the lease must be forwarded to our office along with the Association's Lease Application and applicable fees. All leases must abide by your documents.

Key Access – The Florida State Statutes require that condominium unit owners supply the association with a key to their unit for emergency purposes. Florida Statutes 718.106 and 718.111 read: "The Association is granted, by statute, the irrevocable right of access to each individual condominium unit. Such access must be during reasonable hours for the purpose of maintenance, repair, or replacement of common elements or any portion of the unit for which the association is responsible. As well, the association may have access to units to make emergency repairs which are necessary to prevent damage to the common elements or to another unit, such as to repair a broken water pipe which could cause water intrusion into other units.

Meetings of the Association – One Annual Members Meeting is held for the purpose of electing the Board of Directors; one annual Budget Meeting is held by the Board of Directors for the purpose of approving the budget for the new year; Board of Directors Meetings will be held either as the documents require and/or as the Board deems necessary. All the association's meetings are properly noticed according to your documents.

ACH- Want automatic payments for your quarterly association fees? Sign up for ACH with Pegasus Property Management. The form for you to fill out and submit back to our office is included in this packet.

IF YOU HAVE BILL PAY THROUGH YOUR BANK PLEASE MAKE SURE TO CHANGE THE ADDRESS TO:

Creekside Preserve Condominium Association, Inc
C/O Valley National Bank
PO BOX 26109
Tampa FL 33623

Pegasus Property Management is located at:

8840 Terrene Court, Suite 102
Bonita Springs, FL 34135
Phone 239-454-8568
Fax 239-454-5191

Our office is open Monday through Friday. Office hours are 9:00 a.m. to 5:00 p.m. Our Answering Service will take your calls after hours.

In the event of a property-threatening emergency a manager will be contacted and will respond to you personally as soon as possible. If you have a concern which is not a property damaging emergency, please leave your name, phone number, association name and address, and a brief description with the answering service and your call will be responded to the next business day.

If you call our office to speak with your manager please recognize your manager may not always be able to speak to you personally because there is work outside of the office, on property, attending association meetings, etc. However, all staff will do their best to return your call within 24 hours, or by the next business day. Prior to stopping by the office to see your manager, we ask that you first call to make an appointment so that we can establish a mutually convenient time for a meeting.

Welcome to your new home!

Thanks for your attention,
Pegasus Property Management

CREEKSIDE PRESERVE CONDO ASSOCIATION		TOTAL UNITS					
2026 APPROVED BUDGET JAN 1 - DEC 31, 2026		168					
	APPROVED 2025 BUDGET	7/31/2025 Actual Exp.	8/1/25-12/31/25 Estimated Exp	2025 Estimated Expense	2025 Variance	Budget 2026	Quarterly Per Unit
Income							
6300 OPERATING MAINTENANCE FEES	\$ 914,800.00	\$ 533,633.31	\$ 381,166.69	\$ 914,800.00	0.00	\$ 943,460.00	\$ 1,403.96
6850 RESERVE INCOME	\$ 110,000.00	\$ 64,166.69	\$ 45,833.31	\$ 110,000.00	0.00	\$ 118,500.00	\$ 176.34
6450 LATE FEES	\$ -	\$ 2,067.15	\$ -	\$ 2,067.15	(2,067.15)	\$ -	\$ -
6510 GATE ACCESS CARDS	\$ -	\$ 505.00	\$ -	\$ 505.00	(505.00)	\$ -	\$ -
6520 PET & VEHICLE REGISTRATION	\$ -	\$ 45.00	\$ -	\$ 45.00	(45.00)	\$ -	\$ -
6630 INSURANCE CLAIM INCOME	\$ -	\$ 511,698.29	\$ -	\$ 511,698.29	(511,698.29)	\$ -	\$ -
6800 OPERATING INTEREST INCOME	\$ -	\$ 14,029.62	\$ 4,500.00	\$ 18,529.62	(18,529.62)	\$ -	\$ -
NEW Operating Surplus						(\$17,000.00)	\$ (25.30)
Income	\$ 1,024,800.00	\$ 1,126,145.06	\$ 431,500.00	\$ 1,557,645.06		\$ 1,044,960.00	\$ 1,555.00
EXPENSES							
ADMINISTRATION							
7010 ACCOUNTING FEES/CPA	\$ 5,275.00	\$ 5,580.00	\$ 6,000.00	\$ 11,580.00	(6,305.00)	\$ 6,275.00	\$ 9.34
7050 LEGAL EXPENSE	\$ 5,000.00	\$ 3,097.74	\$ 2,212.67	\$ 5,310.41	(310.41)	\$ 5,000.00	\$ 7.44
7200 MANAGEMENT FEE	\$ 38,820.00	\$ 22,645.00	\$ 16,175.00	\$ 38,820.00	0.00	\$ 40,800.00	\$ 60.71
7250 OFFICE EXPENSE	\$ 3,500.00	\$ 3,054.50	\$ 2,181.79	\$ 5,236.29	(1,736.29)	\$ 4,000.00	\$ 5.95
7310 ANNUAL CORP FILING	\$ 61.25	\$ 61.25	\$ -	\$ 61.25	0.00	\$ 61.25	\$ 0.09
7320 ANNUAL DIVISION FEES	\$ 672.00	\$ 672.00	\$ -	\$ 672.00	0.00	\$ 672.00	\$ 1.00
7350 WEBSITE	\$ 1,085.00	\$ -	\$ 1,085.00	\$ 1,085.00	0.00	\$ 1,085.00	\$ 1.61
Total Admin	\$ 54,413.25	\$ 35,110.49	\$ 27,654.46	\$ 62,764.95		\$ 57,893.25	\$ 86.15
INSURANCE							
7500 INSURANCE - GENERAL	\$ 190,000.00	\$ 115,697.91	\$ 70,045.00	\$ 185,742.91	4,257.09	\$ 181,000.00	\$ 269.35
7800 INSURANCE - FLOOD	\$ 230,000.00	\$ 121,387.05	\$ 94,225.00	\$ 215,612.05	14,387.95	\$ 230,000.00	\$ 342.26
7150 INSURANCE - APPRAISAL	\$ 380.00	\$ 380.00	\$ -	\$ 380.00	0.00	\$ 485.00	\$ 0.72
Total INSURANCE	\$ 420,380.00	\$ 237,464.96	\$ 164,270.00	\$ 401,734.96		\$ 411,485.00	\$ 612.33
UTILITIES							
8010 ELECTRICITY - CLUBHOUSE/POOL	\$ 10,000.00	\$ 5,826.19	\$ 4,161.56	\$ 9,987.75	12.25	\$ 10,500.00	\$ 15.63
8011 ELECTRICITY - GATE	\$ 500.00	\$ 291.90	\$ 208.50	\$ 500.40	(0.40)	\$ 525.00	\$ 0.78
8012 ELECTRICITY - IRRIGATION	\$ 2,000.00	\$ 1,685.70	\$ 1,204.07	\$ 2,889.77	(889.77)	\$ 3,045.00	\$ 4.53
8013 ELECTRICITY - STREET LIGHTS	\$ 8,000.00	\$ 5,354.81	\$ 3,824.86	\$ 9,179.67	(1,179.67)	\$ 9,650.00	\$ 14.36
8014 ELECTRICITY - WELLS/FOUNTAIN	\$ 8,700.00	\$ 6,056.77	\$ 4,326.26	\$ 10,383.03	(1,683.03)	\$ 10,900.00	\$ 16.22
8015 ELECTRICITY - CONDO	\$ 15,000.00	\$ 8,538.68	\$ 6,099.06	\$ 14,637.74	362.26	\$ 15,375.00	\$ 22.88
8050 WATER/SEWER CLUBHOUSE	\$ 80,000.00	\$ 53,588.55	\$ 38,277.54	\$ 91,866.09	(11,866.09)	\$ 91,000.00	\$ 135.42
8150 WI-FI CLUBHOUSE	\$ 3,300.00	\$ 2,099.55	\$ 1,499.68	\$ 3,599.23	(299.23)	\$ 3,780.00	\$ 5.63
8250 TELEPHONE GATE	\$ 2,100.00	\$ 1,475.82	\$ 1,054.16	\$ 2,529.98	(429.98)	\$ 2,650.00	\$ 3.94
Total Utilities	\$ 129,600.00	\$ 84,917.97	\$ 60,655.69	\$ 145,573.66		\$ 147,425.00	\$ 219.38
GROUNDS							
9010 LANDSCAPING CONTRACT	\$ 109,500.00	\$ 63,875.00	\$ 45,625.00	\$ 109,500.00	0.00	\$ 109,500.00	\$ 162.95
9015 MULCH	\$ 14,000.00	\$ -	\$ 14,000.00	\$ 14,000.00	0.00	\$ 12,500.00	\$ 18.60
9020 PLANT REPLACEMENT	\$ 6,000.00	\$ 805.00	\$ 5,000.00	\$ 5,805.00	195.00	\$ 7,000.00	\$ 10.42
9021 SOD REPLACEMENT	\$ 3,000.00	\$ -	\$ 3,000.00	\$ 3,000.00	0.00	\$ 6,000.00	\$ 8.93
9025 TREE TRIMMING	\$ 7,000.00	\$ 250.00	\$ 6,750.00	\$ 7,000.00	0.00	\$ 9,000.00	\$ 13.39
9026 TREE REPLACEMENT	\$ 3,000.00	\$ 3,457.50	\$ 2,469.64	\$ 5,927.14	(2,927.14)	\$ 6,000.00	\$ 8.93
9030 IRRIGATION REPAIR	\$ 4,800.00	\$ 4,649.16	\$ 3,320.83	\$ 7,969.99	(3,169.99)	\$ 7,300.00	\$ 10.86
9033 PUMP MAINTENANCE	\$ 2,290.00	\$ -	\$ 2,290.00	\$ 2,290.00	0.00	\$ 2,290.00	\$ 3.41
9035 PEST CONTROL	\$ 14,413.00	\$ 12,464.00	\$ 1,949.00	\$ 14,413.00	0.00	\$ 10,000.00	\$ 14.88
9036 SUBTERRANEAN TERMITE BAIT	\$ 5,300.00	\$ 5,735.94	\$ -	\$ 5,735.94	(435.94)	\$ 6,000.00	\$ 8.93
9037 PALM PEST TREATMENT	\$ 2,210.00	\$ -	\$ 2,210.00	\$ 2,210.00	0.00	\$ 2,300.00	\$ 3.42
9041 LAKE MAINTENANCE	\$ 1,400.00	\$ 793.10	\$ 566.50	\$ 1,359.60	40.40	\$ 1,400.00	\$ 2.08
9042 FOUNTAIN REPAIR & MAINTENCE	\$ 1,000.00	\$ 250.00	\$ 178.57	\$ 428.57	571.43	\$ 1,000.00	\$ 1.49
9043 PRESERVE MAINTENANCE	\$ 2,575.00	\$ 1,236.00	\$ 882.86	\$ 2,118.86	456.14	\$ 2,575.00	\$ 3.83
9044 GATE REPAIR/MAINTENANCE	\$ 3,000.00	\$ 4,850.08	\$ 3,464.34	\$ 8,314.42	(5,314.42)	\$ 4,500.00	\$ 6.70
Total Grounds	\$ 179,488.00	\$ 98,365.78	\$ 91,706.74	\$ 190,072.52		\$ 187,365.00	\$ 278.82
POOL MAINTENANCE							
9050 POOL MAINTENANCE	\$ 8,025.00	\$ 4,678.94	\$ 3,342.10	\$ 8,021.04	3.96	\$ 8,400.00	\$ 12.50
9051 POOL LICENSE/PERMIT	\$ 300.00	\$ 300.35	\$ -	\$ 300.35	(0.35)	\$ 300.00	\$ 0.45
9055 POOL REPAIR	\$ 1,000.00	\$ 2,630.93	\$ 1,879.24	\$ 4,510.17	(3,510.17)	\$ 5,000.00	\$ 7.44
Total Reserves	\$ 9,325.00	\$ 7,610.22	\$ 5,221.34	\$ 12,831.56		\$ 13,700.00	\$ 20.39
BUILDINGS							
9080 JANITORIAL CONTRACT	\$ 8,340.00	\$ 9,925.27	\$ 4,232.34	\$ 10,157.61	(1,817.61)	\$ 9,500.00	\$ 14.14
9110 BUILDING MAINTENANCE	\$ 28,000.00	\$ 7,803.34	\$ 5,573.81	\$ 13,377.15	14,622.85	\$ 25,000.00	\$ 37.20
9210 PRESSURE WASHING	\$ 22,000.00	\$ 17,445.00	\$ 12,460.71	\$ 29,905.71	(7,905.71)	\$ 22,000.00	\$ 32.74
9225 SOCIAL EVENTS/DECORATIONS	\$ 1,000.00	\$ -	\$ -	\$ -	1,000.00	\$ 750.00	\$ 1.12
9230 FIRE ALARM MONITORING	\$ 26,838.00	\$ 15,655.50	\$ 11,182.50	\$ 26,838.00	0.00	\$ 22,680.00	\$ 33.75
9240 FIRE ALARM/PUMP REPAIRS	\$ 17,000.00	\$ 23,839.56	\$ 17,028.26	\$ 40,867.82	(23,867.82)	\$ 22,000.00	\$ 32.74
9250 FIRE ALARM/SPRINKLER INSPECTION	\$ 13,200.00	\$ 8,394.75	\$ 5,996.25	\$ 14,391.00	(1,191.00)	\$ 17,100.00	\$ 25.45
9255 FIRE EXTINGUISHER INSPECTION	\$ 3,000.00	\$ 1,451.60	\$ 1,036.86	\$ 2,488.46	511.54	\$ 3,000.00	\$ 4.46
9290 FITNESS EQUIPMENT MAINTENANCE	\$ 1,000.00	\$ 372.76	\$ 266.26	\$ 639.02	360.98	\$ 1,000.00	\$ 1.49
9400 CONTINGENCIES	\$ 1,215.75	\$ -	\$ -	\$ -	1,215.75	\$ 2,561.75	\$ 3.81
9410 STORM DAMAGE	\$ -	\$ 516,919.65	\$ 369,228.32	\$ 886,147.97	(886,147.97)	\$ -	\$ -
Total Buildings	\$ 121,593.75	\$ 597,807.43	\$ 427,005.31	\$ 1,024,812.74		\$ 125,591.75	\$ 186.89
TOTAL OPERATING EXPENSE						\$ 943,460.00	
RESERVES							
9100 Pooled Reserves	\$ 110,000	\$ 64,166.69	\$ 45,833.31	\$ 110,000.00	0.00	\$ 118,500	\$ 176.34
Total Reserves	\$ 110,000	\$ 64,167	\$ 45,833	\$ 110,000	\$ 0	\$ 118,500	\$ 176.34
TOTAL EXPENSES	\$ 1,024,800.00					\$ 1,061,960.00	
						OPERATING INTEREST BEING USED TO OFFSET INCREASE	\$ (17,000.00)
						COST PER UNIT IN 2026	\$ 1,555.00
COST PER UNIT 2025	\$ 1,525.00						

REPLACEMENT COST	ESTIMATED USEFUL LIFE (YEARS)	Remaining Life as of 12/31/2025							
			2025	2026	2027	2028	2029	2030	2031
			Beginning Balance	\$768,470	\$620,443	\$718,810	\$851,866	\$1,013,435	\$1,172,008
			Annual Contribution	\$118,500	\$122,055	\$125,717	\$129,488	\$133,373	\$137,374
\$15,450	10	8	Common - A/C Clubhouse	\$0	\$0	\$0	\$0	\$0	\$0
\$12,000	12	10	Common - Cameras	\$0	\$0	\$0	\$0	\$0	\$0
\$12,875	25	17	Common - Entrance - Lighting	\$0	\$0	\$0	\$0	\$0	\$0
\$25,750	30	19	Common - Entrance - Fencing - Aluminum	\$0	\$0	\$0	\$0	\$0	\$0
\$21,630	10	1	Common - Fitness Equipment	\$22,063	\$0	\$0	\$0	\$0	\$0
\$20,000	25	19	Common - Gates - Entry/Pedestrian	\$0	\$0	\$0	\$0	\$0	\$0
\$3,605	25	14	Common - Gutters	\$0	\$0	\$0	\$0	\$0	\$0
\$51,500	25	23	Common - Irrigation Pump	\$0	\$0	\$0	\$0	\$0	\$0
\$8,500	20	11	Common - Lake Fountain	\$0	\$0	\$0	\$0	\$0	\$0
\$23,175	25	13	Common - Mailboxes	\$0	\$0	\$0	\$0	\$0	\$0
\$20,600	7	7	Common - Paint - Clubhouse/Gatehouse	\$0	\$0	\$0	\$0	\$0	\$0
\$8,478	7	7	Common - Paint - Masonary Fence Wall	\$0	\$0	\$0	\$0	\$0	\$0
\$206,000	20	11	Common - Asphalt Resurfacing	\$0	\$0	\$0	\$0	\$0	\$0
\$11,897	10	8	Common - Pool - Equipment/Pump	\$0	\$0	\$0	\$0	\$0	\$0
\$20,600	10	10	Common - Pool - Furniture Replacement	\$0	\$0	\$0	\$0	\$0	\$0
\$18,540	10	3	Common - Pool - Fence Replacement	\$0	\$0	\$19,675	\$0	\$0	\$0
\$12,360	10	8	Common - Pool - Heaters	\$0	\$0	\$0	\$0	\$0	\$0
\$15,450	20	11	Common - Pool Deck - Pavers	\$0	\$0	\$0	\$0	\$0	\$0
\$45,000	15	15	Common - Pool - Resurfacing	\$0	\$0	\$0	\$0	\$0	\$0
\$50,772	25	15	Common - Roof - Clubhouse	\$0	\$0	\$0	\$0	\$0	\$0
\$3,090	10	1	Common - TV	\$3,152	\$0	\$0	\$0	\$0	\$0
\$10,300	10	6	Common - Gym Floor	\$0	\$0	\$0	\$0	\$0	\$11,599
\$10,300	10	6	Common - Clubhouse Furniture	\$0	\$0	\$0	\$0	\$0	\$11,599
\$11,220	5	5	Condo - Paint Entry Doors	\$0	\$0	\$0	\$0	\$12,388	\$0
\$34,608	5	2	Condo - Fire Alarm - Five Year Inspection	\$0	\$36,006	\$0	\$0	\$0	\$0
\$44,290	15	7	Condo - Fire Alarm - Panel	\$0	\$0	\$0	\$0	\$0	\$0
\$164,388	25	17	Condo - Gutter and Downspouts	\$0	\$0	\$0	\$0	\$0	\$0
\$10,300	7	2	Condo - Hurricane	\$0	\$10,716	\$0	\$0	\$0	\$0
\$260,000	7	1	Condo - Paint	\$265,200	\$0	\$0	\$0	\$0	\$0
\$110,000	14	14	Condo - Window and Building Sealant	\$0	\$0	\$0	\$0	\$0	\$0
\$2,132,415	40	27	Condo - Roof	\$0	\$0	\$0	\$0	\$0	\$0
			Interest Earned	\$23,888	\$23,034	\$27,014	\$32,081	\$37,587	\$43,018
			Ending Balance	\$ 768,469.56	\$620,443	\$718,810	\$851,866	\$1,013,435	\$1,172,008

Expenditures

Inflation = 2.00%
Interest = 3.50%
Annual Increase 3.00%

10/31/25 Balance \$ 1,126,864.12
11/1-12/31 Going in \$ 18,333.34
Paint and Eng Project \$ (476,727.90)
Balance of Hurricane \$ 100,000.00
\$ 768,469.56

2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044
\$1,329,201	\$1,393,493	\$1,247,991	\$1,431,885	\$1,599,856	\$1,495,700	\$1,670,293	\$1,845,755	\$1,900,701	\$1,647,038	\$1,849,373	\$1,805,724	\$2,028,472
\$141,495	\$145,740	\$150,112	\$154,616	\$159,254	\$164,032	\$168,953	\$174,021	\$179,242	\$184,619	\$190,158	\$195,862	\$201,738
\$0	\$18,102	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$22,066	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$18,028	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$37,513
\$0	\$0	\$0	\$0	\$26,894	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$29,136
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$10,569	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$29,979	\$0	\$0	\$0	\$0	\$0	\$0
\$23,663	\$0	\$0	\$0	\$0	\$0	\$0	\$27,181	\$0	\$0	\$0	\$0	\$0
\$9,739	\$0	\$0	\$0	\$0	\$0	\$0	\$11,187	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$256,135	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$13,939	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$16,992	\$0
\$0	\$0	\$0	\$25,111	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$23,983	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$19,210	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$60,564	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$68,332	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$3,842	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$14,140	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$14,140	\$0	\$0	\$0
\$0	\$0	\$0	\$13,677	\$0	\$0	\$0	\$0	\$15,101	\$0	\$0	\$0	\$0
\$39,754	\$0	\$0	\$0	\$0	\$43,891	\$0	\$0	\$0	\$0	\$48,460	\$0	\$0
\$50,875	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$230,183	\$0	\$0
\$0	\$0	\$12,309	\$0	\$0	\$0	\$0	\$0	\$0	\$14,140	\$0	\$0	\$0
\$0	\$304,631	\$0	\$0	\$0	\$0	\$0	\$0	\$349,926	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$145,143	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$46,828	\$45,431	\$46,091	\$52,143	\$53,241	\$54,452	\$60,473	\$64,435	\$61,018	\$60,135	\$62,864	\$65,944	\$73,361
\$1,393,493	\$1,247,991	\$1,431,885	\$1,599,856	\$1,495,700	\$1,670,293	\$1,845,755	\$1,900,701	\$1,647,038	\$1,849,373	\$1,805,724	\$2,028,472	\$2,236,922

2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056
\$2,236,922	\$2,478,531	\$2,700,082	\$2,466,913	\$2,655,382	\$2,986,283	\$3,317,175	\$3,650,655	\$274,864	\$257,493	\$72,569	\$198,682
\$207,790	\$214,024	\$220,445	\$227,058	\$233,870	\$240,886	\$248,113	\$255,556	\$263,223	\$271,119	\$279,253	\$287,631
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$26,899	\$0	\$0	\$0
\$0	\$0	\$18,552	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$32,784	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$39,963
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$81,210	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15,705
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$31,223	\$0	\$0	\$0	\$0	\$0	\$0	\$35,865	\$0	\$0	\$0
\$0	\$12,850	\$0	\$0	\$0	\$0	\$0	\$0	\$14,760	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$380,603
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,713	\$0	\$0	\$0
\$30,611	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$37,314	\$0
\$0	\$0	\$0	\$29,236	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$28,545
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$81,511	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$4,683	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,709
\$0	\$0	\$0	\$0	\$0	\$0	\$17,236	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$17,236	\$0	\$0	\$0	\$0	\$0
\$16,672	\$0	\$0	\$0	\$0	\$18,408	\$0	\$0	\$0	\$0	\$20,323	\$0
\$0	\$0	\$53,503	\$0	\$0	\$0	\$0	\$59,072	\$0	\$0	\$0	\$0
\$0	\$0	\$68,471	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$16,242	\$0	\$0	\$0	\$0	\$0	\$0	\$18,657	\$0
\$0	\$0	\$401,955	\$0	\$0	\$0	\$0	\$0	\$0	\$461,720	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$191,513	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,639,790	\$0	\$0	\$0	\$0
\$81,101	\$89,067	\$88,867	\$88,098	\$97,031	\$108,413	\$119,840	\$67,515	\$9,156	\$5,677	\$4,665	\$3,753
\$2,478,531	\$2,700,082	\$2,466,913	\$2,655,382	\$2,986,283	\$3,317,175	\$3,650,655	\$274,864	\$257,493	\$72,569	\$198,682	\$19,540



Pegasus Property Management
8840 Terrene Ct #102
Bonita Springs, FL 34135
Ph: 239-454-8568
Fax: 239 454-5191

**Frequently Asked Questions and
Answers Sheet (FAQ&A) or Disclosure Florida statute 718.504.
Creekside Preserve Condominium Association**

FREQUENTLY ASKED QUESTIONS AND ANSWERS SHEET

Creekside Preserve Condominium Association / as of 2026.01.01

Q: How do I contact the Board or the Management Company if I have a question?

A: *There is a link on the main page of creeksidecondo.org under "Forms" called "Contacting the Management Company". By filling out this electronic form an email is sent to the board secretary as well as the Management Company. From there the Management Company will direct your inquiry to the proper individual(s). This is the best way as your question/concern is documented and can be routed to the correct individual(s). You can also call the Management Company – their phone number is listed on the upper left of the main page.*

Q: Am I allowed to park in Guest Parking during the day even if I am a resident?

A: *The answer is YES! Guest parking can be used by residents after 6:00am and throughout the day for a seven (7) hour period. However overnight parking is reserved for Guests Only and a yellow Guest hangtag must be visible.*

Q: I read the pet policy the dog weight limit is 60 pounds but I see some dogs that are over that, why?

A: *When the Rule was adopted to limit the size of dogs to 60 pounds there were already some dogs that weighed over that amount. Those dogs were "grandfathered" and are permitted at Creekside.*

Q: What are my voting rights in the condominium association?

A: *Each Unit owner is entitled to one vote per Unit.*

Q: What restrictions exist in the condominium documents on my right to use my unit?

A: *Units are to be used only as residences and for no other purpose.*

Q: What restrictions exist in the condominium document on the leasing of my unit?

A: *All leases must be submitted in writing and be approved by the Association. Units may not be leased for a period less than thirty (30) days or more than 4 times in a calendar year. Units cannot be leased for a period of one (1) year from the closing date.*

Q: How much are my assessments to the condominium association for my unit type and when are they due?

A: *Assessments are issued quarterly and due on the 1st day of the month (Jan, Apr, Jul, and Oct). As of 2026.01.01 the assessment amount is \$1,555.00 quarterly or \$6,220.00 annually.*

Q: Do I have to be a member in any other association? If so, what is the name of the association and what are my voting rights in this association? Also, how much are my assessments?

A: *No*

Q: Am I required to pay rent or land use fees for recreational or other commonly used facilities? If so, how much am I obligated to pay annually?

A: *No*

Q: Is the condominium association or other mandatory membership association involved in any court cases in which it may face liability in excess of \$100,000? If so, identify each such case.

A: *No*

Q: Can I install a doorbell camera and/or an outside surveillance camera?

A: *Yes, but they will require approval. Please reference the "Policy - Surveillance Cameras / Doorbell Cameras".*

Q: I am thinking of getting accordion hurricane shutters. What company should I use?

A: *The Board does not recommend individual contractors but the Management Company does have a list of contractors that they can send you. You would also need to complete an Architectural Modification and submit to the Management Company for approval before any work begins.*

Q: What time does the pool close?

A: *The pool closes at "Dusk" per the Lee County regulations on pools. Dusk is considered 20 minutes past the reported sunset time by the national weather service. There is definitely no swimming after Dusk.*

Q: Who do I contact to get another clicker for the front gate or an addition clubhouse access card?

A: *You can purchase an additional Clicker or Clubhouse/Pool Access card from the Management company. The access card can also be used at the vehicle front gate to gain access to Creekside.*

Q: What is the Florida Homestead Exemption and how do I apply?

A: *In the state of Florida, a \$25,000 exemption is applied to the first \$50,000 of your property's assessed value if your property is your permanent residence and you owned the property on January 1 of the tax year. This exemption applies to all taxes, including school district taxes. You can start the process by applying online.*

Link to Website: <https://www.leepa.org/Homestead/ApplyForHomestead.aspx>

Q: Am I responsible for having my dryer vents cleaned?

A: *Yes, the dryer vents should be cleaned once a year. You can use any company you want; however, Creekside has negotiated a discount rate with two companies. These are posted on the website under "Maintenance".*

Note: THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. PROSPECTIVE PURCHASERS SHOULD REFER TO ALL REFERENCES, EXHIBITS HERETO, THE SALES CONTRACT AND THE CONDOMINIUM DOCUMENTS.



Pegasus Property Management
8840 Terrene Ct #102
Bonita Springs, FL 34135
Ph: 239-454-8568
Fax: 239 454-5191

**Creekside Preserve Condominium Association
Gate Directory & Device Registration**

Please complete this form after sale closing or upon move-in and submit to Pegasus Property Management

Resident Name: _____

Property Address: _____

(Include Unit Number)

Owner [] Renter [] If Renting – Lease Expires On: ____/____/____

Please list how you want your name(s) displayed in the Gate Directory – this will be seen on the vehicle gate access screen.

Directory Entry 1 (Last Name, First Initial)

Phone # Associated with Entry 1

Directory Entry 2 (Last Name, First Initial)

Phone # Associated with Entry 2

Provide "ID" identification number(s) on Fobs (clickers) and Access Cards to transfer from prior resident (see attached information on locating the ID number of the devices):

Gate Fob 1#: _____

Pool Access Card 1 #: _____

Gate Fob 2#: _____

Pool Access Card 2 #: _____

Gate Fob 3#: _____

Pool Access Card 3 #: _____

Gate Fob 4#: _____

Pool Access Card 4 #: _____

Pool Access Card: The white access card for the Clubhouse/Pool/Fitness Center can also be used for access through the Main Vehicle Drive-In Gate.)

PLEASE NOTE, THIS FORM IS FOR TRANSFERRING FOBS & ACCESS CARDS FROM THE PREVIOUS RESIDENT TO THE NEW RESIDENT. IF YOU NEED REPLACEMENTS OR ADDITIONAL FOBS AND/OR ACCESS CARDS PLEASE CONTACT THE MANAGEMENT COMPANY.

Office Use Only:

Updates sent to Gate Maintenance By: _____ Date: _____

Access Card:



Access Card Number

Keyfobs:



Keyfob Number



-OR-

Operating Instructions for Visitor Phone Entry Unit

a. Guest Instructions

Your name and/or phone number have been programmed into the telephone entry system under a specific DIRECTORY CODE. This directory code can be from 1 to 4 digits long depending on the needs of the application. When a guest comes to visit you, they will look up your name in the directory. Your DIRECTORY CODE will be shown to the right of your name. Your guest will enter this code on the system keypad that will cause the system to place a call to your home. (If your guest already knows your directory code, they can simply enter the code on the keypad without having to look up your name). Instructions on the telephone entry systems guide guest usage of the system and how to locate and call the resident that they wish to visit. The systems utilize A and Z scroll buttons that a guest will use to locate the resident that they are wishing to visit. Pushing the A button will cause the resident directory to scroll up while pushing the Z button causes the resident directory to scroll down. Holding these buttons down will cause the system to scroll or page through the resident directory rapidly through the alphabetical listing of all residents.

When the desired resident's name is displayed on the page, the A and X buttons are used to move the PUSH CALL cursor up and down. When the PUSH CALL cursor is flashing on the desired resident's name, the guest can then press the CALL button and the system will connect to the resident's telephone. The guest may also enter the directory code on the system keypad to place the call. If the resident's line is busy, the system will emit a busy signal. If this happens, the guest can press the # key or the CALL button to hang up and then try again. Residents can avoid missing calls (and guests) from the telephone entry system by ordering call waiting from the local telephone company.

b. Resident Instructions

Resident control of the door or gate that the telephone entry system controls is limited to opening the door or gate in response to a call from a guest.

c. Responding to a Guest Call

When communication is established, the resident has the option of opening the door(s) or gate(s) by pressing the number "5" key/button on their touchtone telephone, or they can deny access to the guest by pressing the "#" key on their telephone. If access is granted, the resident will hear a confirmation tone in their handset indicating that the door or gate has opened followed by the system automatically hanging up.

Residents should always press the # key on their telephone if they wish to deny a guest access. If the resident hangs up to deny access instead of pressing the "#" key, the telephone entry system will remain on line until its programmed talk time expires or until it detects dial tone.

Some newer type telephones emit a short tone rather than a continuous tone when their keys are pressed. This may cause the telephone entry system to not respond to the pressing of the phone keys. If this happens, simply press the key twice in rapid succession to open the door or gate. If a resident is using a rotary dial telephone, they will grant access to their guest by dialing "5". To deny access, residents with rotary phones must simply hang up.

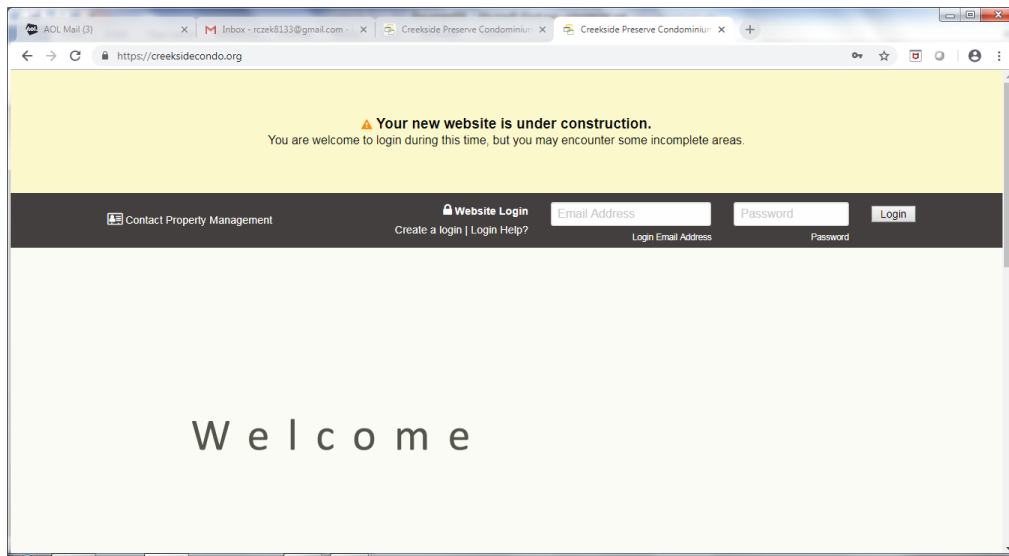
Please Note: If the phone isn't ringing or it is going straight to voice mail that is not a gate issue, that is a provider issue or a signal issue.

WWW.CREEKSIDECONDO.ORG

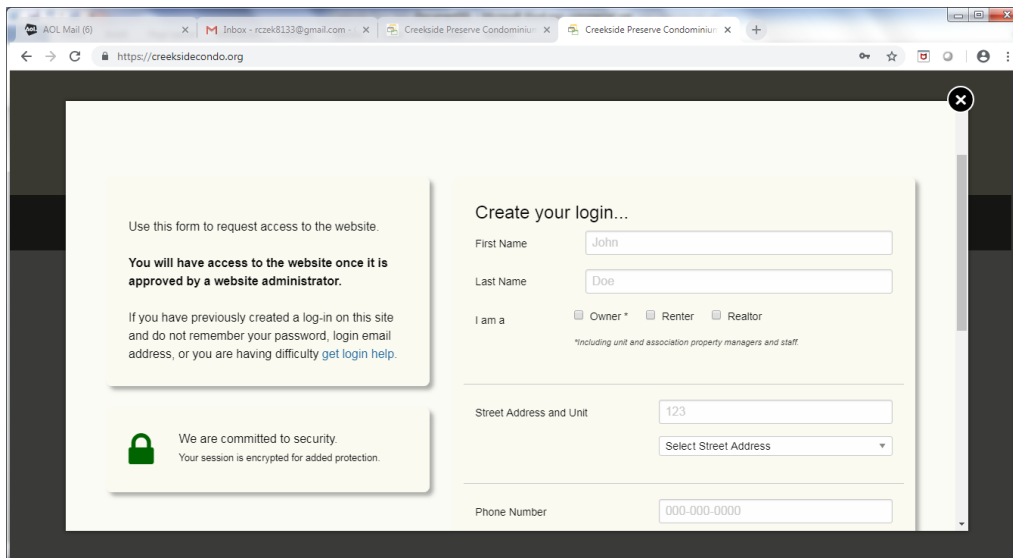
Creekside Preserve has a website for all residents. The content is specific to the following groups Owners, Rentors and Guests. Based on your group you will be able to access community announcements, the social calendar, budgets and other condo documents. There is also a section for pet registration as well as classified adds. You will also have the ability to submit service requests to our management company.

In order to use www.creeksidecondo.org you need to register yourself. The following instructions will assist you in the creating a login and requesting access to the site.

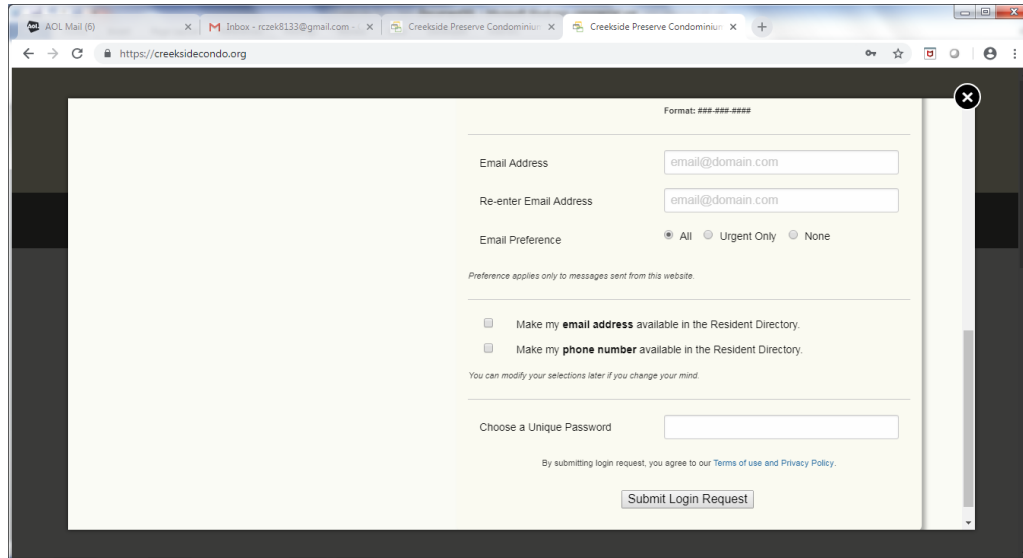
Please go to our website www.creeksidecondo.org you will see the initial logon screen:



Click on "Create a login"



Enter your first and last name and click on “Owner” or “Renter”
Enter your three digit unit number (101, 102, 201 or 202)
Select your Building Address from the drop down.
Enter your phone number, and then scroll down the page,



The screenshot shows a web browser window with the URL <https://creeksidecondo.org>. The page displays a registration form with the following fields and options:

- Format: ###-###-####**
- Email Address:**
- Re-enter Email Address:**
- Email Preference:** All Urgent Only None
- Preference applies only to messages sent from this website.
- Make my **email address** available in the Resident Directory.
- Make my **phone number** available in the Resident Directory.
- You can modify your selections later if you change your mind.
- Choose a Unique Password:**
- By submitting login request, you agree to our [Terms of Use and Privacy Policy](#).
-

Enter your email address and select your email preference. At this point I would suggest “ALL” so that you are informed of what is going on at Creekside Preserve. We will try to keep these to a minimum, but it’s a good form of communication especially for those who are not full-time residents.

Select whether or not you want your email and phone number available in the directory. The directory will only be viewable by residents. These will not be shared with any outside entities.

Finally choose a unique password and submit a login request.

Your request will be reviewed for accuracy. Once confirmed, you will receive an email confirmation of your registration and you will then be able to access the site. Please expect the turnaround of the approval process to be 2-3 business days.

SCHEDULE "RR"

Rules and Regulations

Creekside Preserve Condominium Association

Amended & Approved 2025.09.24

Rev 4.8

Reviewed/Approved by

Roetzel & Andress, A Legal Professional Association

2019.07.16

**SCHEDULE "RR"
TO
BY-LAWS**

**RULES AND REGULATIONS FOR CREEKSIDE PRESERVE
CONDOMINIUM ASSOCIATION
2022/10/19**

(ALL REFERENCES HEREIN TO CAPITALIZED TERMS WHICH ARE NOT DEFINED IN THESE RULES AND REGULATIONS SHALL HAVE THE MEANINGS ASCRIBED THERETO IN THE DECLARATION OF CONDOMINIUM FOR CREEKSIDE PRESERVE, A CONDOMINIUM ("DECLARATION"), THE ARTICLES OF INCORPORATION AND BY-LAWS FOR CREEKSIDE PRESERVE CONDOMINIUM ASSOCIATION, INC.)

- 1. OCCUPANCY:** Units shall be used only as residences and for no other purpose. Each owner, tenant and occupant of a Unit should carefully review the Declaration for additional occupancy and use restrictions.

- 2. USE:**
 - a. No improper, offensive, or unlawful use shall be made of any Unit, the Condominium Property, or of the Common Elements or any part thereof. All laws, zoning ordinances and regulations of all governmental authorities having jurisdiction thereof shall be observed.
 - b. No Unit Owner shall permit or suffer anything to be done or kept in his/her Unit which will increase the rate of insurance on the Condominium Property, or which will obstruct or interfere with the rights of other Unit Owners or annoy them by unreasonable noises, smells or otherwise, nor shall any Unit Owner commit or permit any nuisance, immoral or illegal act in or about Condominium Property.
 - c. In order to preserve the residential character of the Condominium, no business, trade or profession of any type whatsoever shall be conducted from within any Unit in the Condominium) without prior written consent of the Association; however, an Owner , may use a room within a Unit as an office for conducting personal business if such business does not require contact with customers or clientele at the Unit or be of such pervasive nature as to dominate the residential character of the occupancy of the Unit. The Association shall possess additional authority to promulgate rules and regulations governing the manner, method and to what degree additional uses other than noted in this document may be permitted, and further, the Association shall have the power to revoke the granting of such additional permitted uses, when in the Association's sole discretion, the use in question has become excessive and/or violates character of the Condominium.
 - d. The use of all Common Elements shall, at all times, be governed by these Rules and Regulations, as they may be amended from time to time by the Association, and by such other rules and regulations as may be posted, from time to time, in and about such Common Elements by the Association.
 - e. Common Elements and Limited Common Elements shall only be used for the purposes intended and shall not be used for hanging of garments or other objects or for cleaning of rugs or other items. Common Elements and Limited Common Elements shall not be obstructed, littered, defaced, or misused in any Manner.
 - f. Leasing of a Unit must comply with the Amended & Restated Declaration of Covenants, Conditions & Restriction of Creekside Preserve, as well as the Declaration of Condominium

of Creekside Preserve. The Owner of the proposed leased Unit must be in Good Standing with the Association and if not, the lease will be denied by the Board. Owners are prohibited from leasing his/her Unit for a period of one (1) year from the date of purchase. Reference the document "Policy – Leasing" for details on the leasing of a Unit.

3. ANIMALS:

- a) Not more than two (2) domestic animals (limited to either dogs, cats, or other common household pets) may be kept in a Unit, provided said animals:
 - i. Do not weigh more than sixty pounds (60 lbs.) each.
 - ii. Are not kept, bred, or maintained for any commercial purpose.
 - iii. Are not a nuisance or annoyance to neighbors.
 - iv. Are not left unattended on lanai or outside the Units.
 - v. Are registered with the Association on the form provided by the Association.
 - vi. Comply with the restrictions set forth in the Master Declaration.
- b) Owners of each Unit may also keep fish and/or two (2) domestic household type birds inside the Unit. Owners cannot keep reptiles, rodents, amphibians, exotic birds, poultry, or livestock in the Unit.
- c) Unit Owners must pick up all solid wastes of their animals and dispose of such waste appropriately. Outside waste containers are not permitted.
- d) Pets should not be allowed to urinate or defecate on the entry sidewalks. If this occurs, the pet owner must clean the area.
- e) All animals, including cats, must always be leashed when outside the Unit. Animals may not be left unattended or tied up outside the Unit or on the lanai.
- f) Animal food should never be left outside a unit as it will attract bugs and other wildlife.
- g) Consistently barking dogs will not be tolerated.
- h) Animals may not be kept in or on, or tied to, a Limited Common Element.
- i) Any Unit Owner maintaining an animal within a Unit shall carry necessary liability insurance coverage for such pet, naming the Association as an additional insured.
- j) Pets are never permitted in the Clubhouse, Covered Pavilion or Pool Area.
- k) Assistance Animals - Assistance Animals as defined by the Fair Housing Act must be registered with the Management Company in accordance with the Creekside FHA Policy and must comply with these rules and regulations.
- l) In conjunction with pet registration (as noted in 3.a.v), a Creekside Preserve collar tag must be worn by all dogs. Residents must purchase, through the Management Company, a separate tag for each dog that resides in their unit.
- m) The Board may adopt further rules and regulations pertaining to keeping animals in the community, including the ability to designate certain areas for walking animals to control the deposit of animal waste.
- n) Refer to DECLARATION OF CONDOMINIUM OF CREEKSIDE PRESERVE, A CONDOMINIUM Section 17.2 for further details regarding animals, liability, and compliance.

- 4. EXTERIOR CHANGES.** No exterior changes to the Units, including any changes to lanai or other Limited Common Elements shall be made by any Unit Owner without prior written approval of the Board of Directors pursuant to the terms and provisions of the Declaration of Condominium.

5. APPARATUS AND ALTERATIONS.

- a. Unless otherwise prohibited by applicable law, no clothesline or similar device shall be allowed on any portion of the Condominium Property.
- b. A Unit Owner shall not cause anything to be affixed or attached to, hung, displayed, or placed on the exterior walls, doors, or windows of a Building, Common Elements, Condominium Property, or a Unit, this includes any decorations visible from the street on the inside of windows except with the prior written consent of the Association, and further, if and when approved, subject to the conditions designated and adopted by the Association. All screening, window and exterior glass door coverings and drape linings shall only be in the colors specified by the Association. Anything to the contrary notwithstanding, any Unit Owner may display in a respectful way one portable, removable United States flag not larger than 4 ½ feet by 6 feet at any time and, On Armed Forces Day, Memorial Day, Flag Day, Independence Day, Patriots Day and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4 ½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard. The flag shall only be mounted with a STANDARD RESIDENTIAL FLAGPOLE BRACKET, attached to the front of the building on the six (6) inch White Trim area on either side of the garage door at a height of five–six feet (5-6') from the ground. A religious object can be attached to the mantel or frame of the unit's front door not to exceed 3 inches wide, 6 inches high and 1.5 inches deep.
- c. Garden Flags - associated with an event such as Holidays, Sporting Events, etc. A Garden Flag representing such an event is allowed to be placed one (1) week prior to the event/holiday and removed 48 hours after said event.
- d. Landscaping that was originally installed by DR Horton may not be altered unless approval is obtained from the Board. That means no addition or removal of any plant to the existing landscaping.
- e. Door wreaths are permitted if they are kept fresh in appearance. Due to hurricane risks, wreaths must be taken inside the unit during a Board declared emergency or when the unit will be vacant for longer than thirty (30) days.
- f. Resident-provided In-ground plants, mulch, benches, statuary, and other decorative items are not permitted outside of Units without the written consent of the Association/Board through the Management Company.
- g. Occupants in residence may have one outside potted plant in front of their entranceway and one adjacent to their garage door, not more than forty (40) inches in height and twenty (20) inches in diameter, that does not encumber any neighbor's driveway or walkway. Due to hurricane risk, all such potted plants, benches, statuary, or decorative items must be taken inside the unit during a Board declared emergency or when the Unit is vacant for longer than seven (7) days. Potted plants that are dead and unsightly need to be removed by the resident.
- h. Installation of satellite dishes by Unit Owners shall be restricted in accordance with the following: (i) installation shall be limited solely to the Unit or any Limited Commons Elements appurtenant thereto, and may not be on the Common Elements or protrude into Common Element air space; (ii) to the extent that same may be no more than one meter (39.37 inches) in diameter; and (iii) to the extent that the same may be accomplished without (a) impairing reception of an acceptable quality signal, (b) unreasonably preventing or delaying installation, maintenance or use of an antenna, or (c) unreasonable increasing the cost of installing, maintaining or using an antenna. The dish shall be placed in a location which minimizes its visibility from the Common Elements. That location is in the back of the

unit within the Foliage Area and not on the grass – the satellite dish cannot be attached to the building in any way. Further, Unit Owners shall not drill through exterior walls to install such an antenna or satellite dish. Cable from the Satellite dish must enter the building thru the supplied building junction box that is used by other internet/TV providers. Installation of satellite dishes will require the owner to submit an ARC form to the “Architectural Review Committee”.

- i. Television, radios, musical instruments and other instrumentality of sound reproduction or amplification must be used at such times and at such levels as will provide a minimum disturbance to other Unit Owners. No radio or television installation or other electrical equipment shall be permitted in any Unit if it interferes with the television or radio reception of another Unit.
- j. All portions of the Common Elements must, always, be kept free of obstruction. No garbage cans, supplies, or other articles shall be placed in the pathway, halls, driveways, walkways, or parking areas. All garbage shall be properly bagged and/or contained in a Lee County approved container and placed for pickup no earlier than 24 hours prior to the scheduled pick-up date and removed no later than 24 hours after the day following the collection.
- k. Sprinkler heads may not be blocked or modified without permission from the Board.
- l. Christmas decorations are allowed and may be put up one week prior to Thanksgiving and shall be totally removed by January 15th. Decorations cannot be attached using any item that requires drilling or nailing into the exterior structure. Fines can be levied if decorations are not removed within one (1) week of the designate date.
- m. Halloween decorations are allowed but cannot be put up earlier than October 1st and shall be totally removed by November 15th. Decorations cannot be attached using any item that requires drilling or nailing into the exterior structure or any trees. Fines can be levied if decorations are not removed within one (1) week of the designate date.
- n. Any toxic liquid, oil-based liquid or chemicals cannot be put into the storm drains as it flows directly into the lake
- o. No Unit Owner shall in anyway affix “for sale” or “for rent” signs or any kind of signs, notices, or advertisements to the exterior of his/her Unit or in any way allow any signs to be visible to the general public from within his/her Unit without the written consent of the Association/Board through the Management Company Real estate open houses are to be coordinated with the Management Company.
- p. No flammable, combustible or explosive fluids, chemicals or other substances shall be kept
- q. Curtains, draperies, and other window coverings (including their linings) which face exterior windows or glass doors of Units shall be white or off-white in color unless otherwise specifically approved by the Association.
- r. Any type of Contractor or Service work performed including but not limited to repair, construction, decorating or remodeling work will be performed on Mondays through Saturdays between the hours of 8:00 a.m. and 5:00 p.m., and no such work shall be performed on Sundays, or legal holidays, except in case of emergency or authorized by the Association.
- s. No articles other than patio-type furniture or accessories shall be placed on the lanai or other common areas. Lanai cannot be used as a storage location. Storage is permissible in the storage closet off the Lanai.
- t. No lanai shall be cleaned in such a manner as to cause water or debris to drain from said lanai to other lanai below.
- u. No bicycles, skateboards, scooters or similar equipment shall be permitted in the recreational facilities or amenities of the Community Association, if any. The listed

equipment cannot be brought into the Clubhouse/Pool Area and must be kept outside the gate. Bicycles shall only be stored in areas designated by the Association.

- v. Per the "Declaration of Condominium of Creekside Preserve, a Condominium, section 9 Additions, Alterations or Improvements by Unit Owner". A unit owner must receive "Consent of the Board of Directors" for any additions, alterations or improvements in or to his or her unit which does or could in any way affect, directly or indirectly the structural, electrical, plumbing or mechanical systems or any landscaping or drainage of any portion of the of the Condominium Property without first obtaining the written consent of the of the Board. This can be referenced within the Policy-ARC Architectural Review Committee Review Process.

6. ASSOCIATION.

- a. No Owner, tenant or occupant of a Unit shall direct, supervise or in any manner attempt to assert any control over any of the employees of the Association, nor shall he or she attempt to send any such employees on private business of such Unit Owner, tenant, or occupant; such employees are to be directed only by Officers of the Association or the management personal engaged by the Association.
- b. The Association, through its Officers or any designated Agent, may maintain a pass key to each Unit for utilization for pest extermination services and/or only in the event of emergency, such as fire, leakage, etc. No Owner, tenant, or occupant of a Unit shall alter any lock or install a new lock in any door leading into the Unit of such Owner without the prior written consent of the Association. In the event such consent is given, the Unit Owner shall provide the Association's Officer or agent with an additional key for the use of the Association pursuant to its right of access to each Unit. Should an Owner fail to provide such a key, the Association shall have the right to forcibly enter for purposes provided herein and under the Declaration.
- c. Official Records Requests – The explanation and list of documents that are considered Official Records and the process for requesting Official Records from the Association and/or Management Company are documented within the "Policy – Official Records Request". This Policy can be obtained through the Creekside Preserve website or upon request with the Management Company.
- d. Written Inquiries - The process for requesting Written Inquires from the Association and/or Management Company are documented within the "Policy – Written Inquires". This Policy can be obtained through the Creekside Preserve website or upon request with the Management Company.
- e. Assessments and Collections – The procedure for the Association and its manager during efforts to collect delinquent Owners fees is describe in the "Policy – Assessments and Collections". This Policy can be obtained through the Creekside Preserve website or upon request with the Management Company.

7. VEHICLES AND PARKING

- a. All residents are required to register their vehicles with the Association. Parking permits will be provided and are to be attached to the vehicle on the driver's side rear window and are not to be shared between vehicles. One Guest pass hangtag will be provided to each unit if owner/tenant vehicles have been properly registered and permitted. Guest passes may not be used on resident's vehicles.

- b. Parking areas are solely for non-commercial automobiles with a current passenger registration. No vehicle which cannot operate on its own power shall be permitted to remain on the Condominium Property for more than twenty-four (24) hours. Speed limits shall be strictly observed.
- c. No commercial vehicles, campers, mobile homes, motor homes, house trailers shall be permitted to be parked or to be stored at any place on the Condominium Property, unless otherwise permitted by the Declaration or the Board. This prohibition of parking shall not apply to temporary commercial services, or to any of the Association's vehicles, subject to the terms herein.
- d. No vehicle maintenance or repairs shall be performed on the Condominium Property, except for emergency repairs.
- e. No vehicle belonging to any Owner/Resident or to a member of the family of an Owner/Resident or guest, tenant or employee of an Owner/Resident shall be parked in such a manner as to impede or prevent access to another Owner's/Resident's parking space or impede the traffic flow of the street.
- f. Vehicles must be fully parked in the driveway. "Sideways Parking" in the unit's driveway is not allowed. All vehicles must be parked parallel within the driveway and should not protrude onto the street.
- g. Vehicles cannot be in the resident's driveway or any other parking area with a tarp or other type of covering on them.
- h.
- i. Guest parking is for visitors and not to be used for everyday extra parking for residents. Residents must use their own designated unit for parking. Vehicles parked in Guest parking shall be parked within the boundaries of each parking space and shall occupy one parking space only. Vehicles parked overnight in guest parking are required to display the Guest pass hangtag from the rear-view mirror.
- j. Parking lots are not to be used for the storage of any vehicles. Any vehicle parked in Guest parking, and which has not been moved more than 10 days shall be considered a "stored vehicle".
- k. You can only park in the driveway that is designated for your unit. You cannot park in someone else's driveway unless you have their permission.
- l. You cannot park any vehicle overnight on the streets, without the specific approval of the Board.
- m. The Clubhouse/Pool Parking lot shall not be used for overflow parking and is not to be used for everyday extra parking by residents or guests. Only individual using the clubhouse, pool, gym and/or attending Creekside approved events are permitted to park in the clubhouse parking lot. Parking is allowed only during the time the resident is using the areas or function mentioned. There is no overnight parking allowed in the Clubhouse/Pool Parking lot, unless authorized by the Creekside Board of Directors and/or the Management Company.
- n. Street parking is allowed during the daytime hours but cannot be for a time of more than 6 hours.
- o. The sprinkler system has spray heads that are positioned along the curb. For this reason, parking and/or driving on the grass is not permitted. The cost to repair any sprinkler or landscaping damage done by driving on the grass will be paid for by the unit owner responsible.
- p. Vehicle owners who continually violate the parking regulations will be towed. Please refer to the Creekside Vehicles and Towing Policy for further information.

- q. The use of Golf Carts within the Community is allowed if their use adheres to Florida law "316.212 Operation of golf carts on certain roadways". Golf Carts when not in use must be stored within the Unit Garage or off premises.
 - r. Storage Pods – The use of commercial Storage PODS when moving in or out of a Unit is permissible. Only one POD per Unit is allowed and the POD must be located at the end of the Units Driveway and not in the street or impeding any traffic. Storage PODS can only remain on property for 5 business days. Contact the Management Company when contracting with any POD company.
- 8. PLUMBING.** Water closets and other plumbing shall not be used for any purposes other than those for which they are constructed. No sweepings, rubbish, rags, or other foreign substances shall be thrown in them. The cost of any damage resulting from misuse shall be borne by the person causing the damage and, in the case of guests, by the Unit Owner who invited the guest onto the Condominium Property.
- a. **Items that cannot be flushed down toilets and/or drains:**
 - i. Feminine products, Cooking Grease, Baby Wipes/Wet Wipes/Cleaning Pads, Dental Floss, Q-tips/Cotton Balls, Diapers, Pills or Paper Towels.
- 9. RESPONSIBILITY FOR DELIVERIES.** Unit Owners shall be liable for damages to the Condominium Property caused by receiving deliveries or moving or removing furniture or other articles to or from their respective Units.
- 10. SOLICITATION.** There shall be no solicitation by any person anywhere in or on the Condominium Property for any cause, charity, or any other purpose whatsoever, unless specifically authorized by the Association.
- 11. ODORS.** No noxious or unusual odors shall be generated in such quantities that they permeate to other Units and become annoyances or become obnoxious to other Owners. Normal cooking odors, normally and reasonably generated from kitchens shall not be deemed violations of this regulation.
- 12. COOKING DEVICES.** BBQ's may be used, but use shall follow the Estero Fire Code pertaining to outdoor grills (www.esterofire.org/grill-use). Failure to do so could result in fines directly from the fire department and in the event of a fire your personal homeowner's insurance may not be valid. Propane and charcoal BBQs are not allowed to be used at any time on a lanai. They can only be used when they are a minimum of 10 feet from any structure. Propane tanks cannot be larger than 5.4 lbs. Electric grills can be used on the lanai but any damage resulting from their use is the responsibility of the unit owner.
- 13. HURRICANE PREPARATION AND SHUTTERS.** All Owners, tenants and occupants of a Unit shall have hurricane windows or hurricane rated storm shutters approved by the Association prior to the installation thereof. Each Unit Owner who plans to be absent during hurricane season must prepare his/her Unit before departure by: (1) removing all furniture, plants and other objects from the lanai and (2) designating a responsible firm or individual to care for the Unit in the event of a hurricane threat and/or should the Unit suffer hurricane damage, and by furnishing the Board with a name of said firm or individual. Such firm or individual designated by the Owner shall be subject to the approval of the Association. Should such firm or individual not be designated or available, the Association is authorized, but not obligated, to take whatever steps are necessary in its discretion to protect the Unit and the Condominium Property at the sole cost and expense of the Unit Owner.

Hurricane shutters must be removed within 2 weeks of electricity being restored after the hurricane. If the unit is vacant between June 1st and November 30th the accordion, roll down or steel bolted style hurricane shutters can be in the closed position. This only pertains to the unit's lanai sliding glass door and no other windows or doors and is only allowed during the time specified. Shutters at this location need to be white or off-white in color unless otherwise specifically approved by the Association. This pertains to steel bolted shutters as well.

14. EMERGENCY GENERATORS. Portable Generators may be used once a community wide emergency is declared by the Board. Portable generators, while in use must be placed 15' from the entrance of any unit and follow all manufacturers' instructions. Portable Generator use must also conform to all State, County, City, or Community regulations. Generator use is the responsibility of the homeowner.

15. COMPLIANCE BY UNIT OWNERS. All Owners, tenants, invitees, licensees, guests, family members, agents, employees, and occupants of a Unit shall comply with these Rules and Regulations, and any and all rules and regulations which may, from time to time, be adopted by the Association, and the provisions of the Declaration, Articles of Incorporation and By-Laws of the Association. Failure of any of the foregoing persons to comply with the terms of this paragraph may subject that person to the imposition of a fine (upon notice and hearing) and to possible legal remedies, including, but not limited to, suits for money damages, injunctive relief, or any combination thereof, as set forth in the Declaration, the Articles and By-Laws.

16. APPROVALS. All approvals or permitted hereunder from the Association shall be in writing.

Addendums Specific to Common Areas

1) POOL:

- a) No Lifeguard on Duty – Swim at your own risk
- b) Follow all posted Pool rules
- c) No diving or jumping into the pool
- d) The Association assumes no responsibility for any accident or injury related to the use of the pool
- e) Shower before entering the pool
- f) Children under the age of twelve (12) must have appropriate supervision in pool
- g) The Association, Management and staff are authorized to ask for identification for use of the clubhouse and pool areas. Anyone without identification may be directed to leave the premises.
- h) No smoking, including e-cigarettes or vapes
- i) No pets
- j) No glass containers
- k) No public intoxication
- l) Disorderly conduct or nuisance behavior is prohibited
- m) All waste must be removed from the pool area including residual crumbs which could attract insects
- n) All audio listening devices (radios, CD/MP3 players, etc.) are to be used with headphones
- o) Incontinent or non-toilet trained individuals must use appropriate waterproof clothing in the pool

- p) All persons using the pool must have a towel
- q) Floats and other inflatables may be used if they do not create a nuisance to others and when not in use, they must be removed from the pool water; all personal items must be removed from the pool area each day and not stored in any common area
- r) Enter and exit the pool area through the main gate
- s) Close the gate securely when exiting the pool area
- t) No food or beverages allowed while in the pool or within 4 feet thereof
- u) Owners/residents limited to no more than 8 guests in the pool area
- v) Proper attire in pool area; no nudity
- w) Return all chairs and tables to their original location & position
- x) Patio umbrellas are to be closed and secured after use
- y) No sitting or playing in the fountain areas
- z) All outdoor games are to be returned neatly to the covered area
- aa) No jumping the gate if you forget your key. All repair costs will be charged to the individual(s) who are caught jumping the gate
- bb) The pool is considered CLOSED in the event of a power failure as the filter and chlorination equipment cannot operate
- cc) Do not block the entrance sidewalks or corridor with bicycles, etc.
- dd) Do not play with life safety or pool equipment; it is for emergency use only
- ee) Pool Maximum Depth 6 Feet

2) FITNESS CENTER:

- a) Follow all posted Fitness Center rules
- b) The Fitness Center is always available to all Owners/Residents and their guests during posted hours.
- c) All use of equipment is at your own risk; The Association assumes no responsibility for any accident or injury related to the use of the equipment.
- d) No children under the age of fourteen (14) are permitted to use gym equipment at any time in the Fitness Center. Children under the age of sixteen (16) must be appropriately supervised when in the Fitness Center.
- e) The Association, Management and staff are authorized to ask for identification for use of the clubhouse and pool areas. Anyone without identification may be directed to leave the premises.
- f) Inspect all equipment prior to use
- g) Wipe down fitness equipment after use
- h) Shirts and Shoes required at all times
- i) Athletic shoes must be worn at all times
- j) No smoking, including e-cigarettes or vapes
- k) No alcoholic beverages
- l) No glass containers
- m) Cardio equipment limited to 30 minutes of use when others are waiting
- n) All audio listening devices (radios, CD/MP3 players, etc.) are to be used with headphones
- o) No loud music is allowed
- p) Disorderly conduct is prohibited
- q) Windows must be closed upon leaving.
- r) Return all equipment to the original location/position.

- s) Return TV remote controls to their proper locations
- t) Do not change thermostat setting.
- u) Turn off lights, fans and TV's when exiting
- v) Close doors securely when exiting room

3) CLUBHOUSE and/or PAVILION

- a) Follow all posted Clubhouse/Pavilion rules
- b) All use of the Clubhouse is at your own risk; The Association assumes no responsibility for any accident or injury related to the use of the Clubhouse
- c) The Clubhouse & Pavilion are available to all Owners/Residents and their guests during regular Clubhouse hours unless reserved by an Owner/Resident through the www.creeksidecondo.org community web site
- d) Owners/Residents are responsible for cleaning up after themselves and their guests
- e) No pets
- f) Disorderly conduct is prohibited
- g) Proper attire is required at all times
- h) Do not sit on furniture in wet clothing or set wet towels on furniture
- i) No smoking, including e-cigarettes or vapes
- j) Do not move, remove, or add any property to or from the clubhouse
- k) Do not store items in the refrigerator over night
- l) Turn off lights, fans and TV's when exiting
- m) Close doors securely when exiting room
- n) The posting of signs, notices, literature, or pictures of any kind is prohibited without the consent of the Association management company.

4) Clubhouse Reservation/Use

The Creekside Preserve Clubhouse and/or Covered Pavilion may be reserved by Owners and/or Renters. Reservations must be made thru the Creekside Preserve web site www.creeksidecondo.org using the "Clubhouse and Pavilion Reservation Request" form. All reservations must be made thirty (30) days prior to the event. These are on a first come first served basis (unless noted below).

- a) Use: The Clubhouse shall be available for private, non-business use. For the avoidance of doubt, examples are, but not limited to social events such as: wedding anniversaries, baby showers, family gatherings, christening parties, birthday parties.
- b) Hours: The Clubhouse/Pavilion must be vacated, and the event must end no later than 8:00 P.M. SUNDAY THROUGH THURSDAY AND 10:00 P.M. FRIDAY AND SATURDAY with maximum use period of 6 hours. Setup for any event can be done two (2) hours prior to the event and no sooner.
- c) Like Condition: The Clubhouse shall be left in the same condition as prior to the Event. Such cleaning shall be the responsibility of the Owner/Renter requesting the use of the Clubhouse and shall include, but not be limited to, vacuuming, general cleanup, wiping off counter tops, arranging furniture to proper locations and collecting and removing garbage from the Clubhouse grounds, parking lot and premises. If the Clubhouse is not left in the same condition it was found, i.e., if any trash is left behind, etc., the cost to remove the trash and or cleaning will be deducted from the security deposit. Trash bags should be securely tied and be removed or

placed by the back maintenance pool gate. Clean up of the event should happen immediately after the event.

- d) Glass containers such as plates, serving dishes and wine or liquor bottles are allowed. These can only be used within the Clubhouse and not be used on any paver area/location. This includes the outdoor covered pavilion or anywhere around the pool area. Beer in bottles is not allowed within the Clubhouse or anywhere within the pool area.
- e) Prior Inspection: Prior to the commencement of the private Event, the Owner and/or Renter, or its representative, and a member of the Board or its representative shall inspect the Clubhouse and make note of any damage found in the clubhouse or in its exterior. Any damage not noted on this walk-through shall be deemed to have been caused by the use of the Clubhouse for the Event and shall be the responsibility of the Owner and/or Renter as set forth herein. Both the Owner and/or Renter, or its representative and the Board member, or its representative, must sign the walkthrough list.
- f) Post Inspection: On the day immediately following the Event on or before 10:00 AM or within a 24-hour period agreed upon with the Board representative, the Owner and/or Renter or its representative, and the same Board member or representative shall re-inspect the Clubhouse, the parking lot and grounds and note any additional damage to the facility. Owner and/or Renter must be present during the inspection or forfeit the right to protest any withholding of the deposit in whole or in part and/or additional assessment for damage costs exceeding the amount of the deposit.
- g) Responsible for Damages: The Owner and/or Renter agrees to be personally in attendance during the Event and agrees to be personally responsible for any damage to the facility and grounds not previously noted on the walk-through inspection conducted prior to the Event.
- h) Usage Fee: There is no usage fee for owners of a Unit. The Board reserves the right to charge renters a minimal fee for usage. This fee is described within the document "Policy - Clubhouse Reservation".
- i) Deposit: Prior to receiving permission to use the Clubhouse, a refundable security deposit in the amount of \$100.00 shall be required by check and shall be paid one (1) week prior of the Event. The paid deposit shall be returned to the Owner and/or Renter provided there is no damage caused to the Clubhouse facility, grounds, or parking lot as aforesaid. In the event of damage to the Clubhouse facility, grounds or parking lot, the cost of repair or replacement shall be taken from said deposit and the unused portion thereof, if any, shall be returned to the Owner and/or Renter.
- j) Securing (Locking). The Owner and/or Renter shall be responsible for securing the Clubhouse upon the termination of the Event. This requires that the Owner and/or Renter physically inspect all windows and doors to ensure that they are locked. The Owner and/or Renter must turn off all lights and fans. The Owner and/or Renter shall be responsible for ensuring that the grounds surrounding the Clubhouse including the parking lot are free from litter or refuse and debris created because of use of the Clubhouse.

- k) Indemnification. The Owner and/or Renter shall receive a copy of these Rules and must acknowledge his or her agreement to abide by the terms therein, as well as personally indemnify and hold harmless the Association for all damage to the Clubhouse or person as set forth above by signing the Indemnification clause at the end of this Agreement and initialing each page.
- l) Common Areas Not Included. The use of the pool and areas around such are not reserved as part of this Agreement. Additionally, the Exercise Room is off limits to Event guests. The Owner and/or Renter understand that residents of the community have the right to use the Pool and Exercise Room during your Event. (Special circumstances can be granted by the Association Board for use of the Common areas – but require prior approval and should not be assumed). While the clubhouse, pavilion area and adjacent pool deck can be reserved, there must still be adequate lounging space made available as residents cannot be asked to leave the pool area or discontinue use of the pool. Additionally, event guests may use the pool, however, the Owner and/or Renter understand that all pool rules and use times must be adhered to and not hinder use by residents.
- m) Music is allowed but must be played at a tolerable level to residents.
- n) Guest Conduct. The Owner and/or Renter may invite non-residents of Creekside Preserve as guests. The Owner and/or Renter will be responsible for ensuring that the guests conduct themselves in a proper fashion and in a manner that will not disturb the use of other Association facilities and common elements by other residents and guests. A guest is considered anyone whom the Owner and/or Renter allow to enter the Clubhouse or surrounding premises during his or her use of the Clubhouse. If the Owner and/or Renter fail to abate noise, excessively loud music or any other disturbing activities when requested to do so, the Lee County Sheriff will be called by the Board. Respect for community residents will be observed before, during, and after any Event.
- o) Rightful Use. The Owner and/or Renter will not use the Clubhouse for any purpose or activity prohibited by law. The Owner and/or Renter will comply with all governmental statutes, regulations or ordinances including but not limited to requirements relating to fire safety and agrees to indemnify the Association and defend them and hold them harmless for any violations thereof including but not limited to any penalties assessed.
- p) Good Standing. The parties have indicated their acceptance of the terms contained above by signing this Agreement, and also certifying that they are Unit Owners and members in good standing or tenants that have an approved Lease Agreement on file with our property manager. Only those Unit Owners, or tenants, in good standing may reserve the Clubhouse.
- q) Priority. Creekside Preserve Condominium Association Events shall have preference over private Owner and/or Renter Events.
- r) Reserved Dates, No Events can be reserved for the following dates:

New Year's Eve
 New Year's Day
 National Holidays

Super Bowl Sunday
 Saint Patrick's Day
 Cinco de Mayo (on or about)

- s) The Creekside Condominium Association Calendar will show all reserved dates. The calendar can be viewed at www.creeksidecondo.org in addition Reserved signs / notices of a private function will be posted on the pool gate 48 hours prior to private event to remind residents of the booking.
- t) Children Event. If the Clubhouse is to be used for children's party (18 years or younger) there must be appropriate supervision.
- u) No Pets. Absolutely no pets of any kind shall be permitted in the clubhouse, covered pavilion or pool area for any reason.
- v) Approval. All Events are subject to the approval of the Board. The Association reserves the right to terminate any rental which in the sole judgment of the Board is inappropriate or results in unlawful conduct or activities which violate the Rules and Regulations of the Association.
- w) Future Use. The Association reserves the right to deny future rental of the Clubhouse for a period one year from the date of original rental to any Owner and/or Renter whose use of the Clubhouse results in damage to the Clubhouse, parking lot or grounds.
- x) Alcoholic Beverage. Alcoholic beverages are permitted in the clubhouse and shall be in accordance with the City and State Laws.
- y) Affixing Event Decorations. Nothing can be hung, taped, tacked, nailed, or affixed in any way to any painted surface of the clubhouse. All party decorations, crepe paper, signs and other items may be affixed only to the glass windows and doors and must be completely removed by the applicant. The cost to remove the remains of any decorations will be charged against and deducted from the rental deposit.
- z) No Advertising. No advertising will be allowed for the Event by the Owner and/or Renter (or guests).
- aa) Loss of Items. The Association will not be responsible for the loss of any personal effects (dishes, equipment, or food). Any items left after the Event will be considered abandoned and disposed of by the Manager, at the expense of the Unit Owner.
- bb) Access. Creekside Preserve Condominium Board of Directors, Property Manager or Clubhouse Committee persons always reserve the right to free access to all portions of the Clubhouse.
- cc) Tenant Use. Tenant use is only available if sponsored by the Unit Owner. The Unit Owner will need to submit and sign this form on behalf of the Tenant (as well as having the Tenant sign this form). The Unit Owner will additionally be bound by this Agreement as if they themselves had use of the Clubhouse.
- dd) Binding. Rental date remains open until Agreement is signed and returned with Rental Fees and deposits.

Enforcement

These Rules and Regulations shall be enforceable by the Association in the same manner as all covenants, conditions, and restrictions contained in the Declaration. It shall be with the sole, unfettered discretion of the Board of Directors to interpret the foregoing and to determine what constitutes a violation of same. Should any portion of these Rules and Regulations be found unenforceable, the remaining portions shall remain in full force and effect.

The Association's Board of Directors is entitled to impose fines for violation(s) of the Declaration of Covenants, Conditions and Restrictions, Amended and Restated Bylaws or any Rules and Regulations adopted by the Board of Directors. The procedure for imposing fines as well as contesting fines for such violation(s) is set forth within the document "Policy – Violation Enforcement". This Policy can be obtained through the Creekside Preserve website or upon request with the Management Company.