

THE VILLAS OF CROSS CREEK II CONDOMINIUM ASSOCIATION, INC.
RULES AND REGULATIONS

1. AUTHORITY

- A. All unit owners in addition to any other obligation, duty, right and limitation imposed upon them by the Declaration, the Articles of Incorporation and the By Laws of the Association and the Condominium Act shall be subject to and agree to abide by the following restrictive covenants and agree to help enforce the Rules and Regulations, which shall be applicable to all unit owners, their families, guests, invitees, tenants and lessees.
- B. These Rules and Regulations will be reviewed periodically by the Board of Directors of **THE VILLAS OF CROSS CREEK II CONDOMINIUM ASSOCIATION, INC.** and amended as necessary to better serve the membership.

2. ENFORCEMENT

- A. Any infraction will be called to the attention of the person or persons involved by any owner or Board Member of the Association. Repeated infractions and violations of a more serious nature will be referred to the Board for action.
- B. Complaints should be reported, in writing, to the Board or to an officer of the Association
- C. Disagreements concerning complaints will be presented to the Board for adjudication and appropriate action, with enforcement by civil legal process, if necessary. (See Section 4.14, 4.15, and 4.16 of the By-Laws).

3. SINGLE FAMILY RESIDENCE

No unit shall be used for any purpose other than a single family residence or dwelling.

4. VEHICLES AND PARKING

- A. No vehicle may be so large that it could not be garaged.
- B. Golf carts and all other recreational vehicles/equipment must be garaged when not in use and may not be parked in the driveway or on limited or common elements.
- C. No commercial vehicles may be parked on the driveway or limited or common elements overnight.

- D. All classes of motor homes that cannot be garaged may be parked in the owner's driveway for periods not to exceed forty-eight (48) hours when such a period is to be used for loading and preparation for a trip, or for unloading after use.
- E. No more than two (2) vehicles are allowed per unit. Vehicles may be parked only on the driveway and never on the grass.
- F. Parking in front of mailboxes is absolutely prohibited. (Mail will not be delivered if there is any obstruction in front of the mailboxes)
- G. Owners scheduling work done in their unit must ensure that contractors park their trucks only on one side of the street not blocking driveways or the mailbox.
- H. No covered vehicles may be parked or stored on the driveway at any time.
- I. Parking on the street is limited to five (5) hours and must park in the direction of the flow of traffic. No overnight parking on the street is permitted.

5. DESTRUCTION OF PROPERTY

- A. Owners will be responsible for destruction, damage, or defacement of buildings, facilities, and equipment caused through their own act(s) and/or the act(s) of their families, lessees, guests or pets.
- B. Unit owners, their families, guests, invitees or lessees shall be liable to the Association for defacing, marring or otherwise causing damage to the common elements or limited common elements where the repair of said damage is the obligation of the Association.

6. SAFETY

- A. No one shall permit any activity or keep anything in a condominium unit, storage area or the limited common elements and common elements which would be a fire or health hazard or in any way tend to increase insurance rates.

This section has particular reference to barbecuing outdoors. Grills will only be permitted ten (10) feet away from the unit and NOT permitted in the courtyard. (Based on NFPA Fire Code, Section 10.10.6.1)

No more than two (2) propane tanks may be stored per unit garage.

- B. The power supply for the street lights and smoke detectors must be left on at all times in each unit.

- C. Each unit owner or occupant is encouraged to leave a key or keys to his/her unit with a neighbor or with property management. In the event of an emergency, any damage resulting from forced entry by the Board will be borne by the owner or occupant if a key or keys were not made readily available.

7. EXTERIOR APPEARANCE

To maintain a uniform and pleasing appearance of the exterior of the buildings, the following shall apply:

- A. No owner, tenant, or other occupant of a condominium unit may change the appearance of any exterior wall, door, window, or any exterior surface without prior written consent from the Board of Directors.
- B. No occupant may place any screen, blind, storm shutter or awning on any exterior opening without first securing written approval of the Board of Directors prior to installation. No occupant may erect any exterior lights; erect or attach any structures or fixtures within the limited or common elements without first securing written approval of the Board of Directors prior to installation.
- C. Occupants are not to erect, construct or maintain any wire devices, antennas, or other equipment or structures on the exterior of the buildings or on or in any of the limited common elements or common elements, except with the prior written approval of the Board. Pennants or flags shall be limited to a maximum of two pennants or flags displayed per unit. The pennants or flags may be required to be removed if in the sole judgment of the Board, the pennants or flags are not considered in good taste as to size, shape, message or content.
- D. No clothing, bedding or other similar items, shall be dried or aired in any outdoor areas or within the unit or any limited common element if same can be seen from the outside.
- E. No signs of any kind shall be placed in or on windows, doors, facades, or other exterior surfaces of the buildings.
- F. The courtyards, screened lanais, and driveways shall be kept in a clean and sightly manner by the unit owners having the right of exclusive use thereof.

8. INTERIOR APPEARANCE

- A. All unit owners shall keep and maintain the interior of their respective units in good condition and repair, including the entire air conditioning system (compressor, ducts, vents, etc.) servicing the respective owner's units, whether inside or outside owner's unit and shall promptly pay for all utilities which are separately metered to the unit.
- B. No occupant may make any structural additions or alterations (except the erection or removal of non-support carrying interior partitions wholly within the unit) to any unit or to the common elements; or any of the foregoing without prior written consent of the Board of Directors of Villas II and the Master Association.

9. UNIT SALES

- A. A maximum of one "FOR SALE" or "FOR RENT" sign not exceeding 36" X 24" in size may be placed on the limited common element. It must be removed within 48 hours of the acceptance of the offer to purchase.
- B. The unit owner selling or the realtor making the sale must notify our management company of the intended sale of the unit.
- C. An application and background check are required along with a processing fee and Board of Director's approval before occupancy.

10. SOLICITATION

There shall be no solicitation by any person and/or organization anywhere in the buildings or the limited common elements or common elements for any cause whatsoever unless invited by the unit owner to be solicited, or specifically authorized by the Board.

11. NOISE

All occupants of units shall exercise reasonable care about making noises, including automobile related noises, or the use of musical instruments, radios, televisions and amplifiers or any other noise making object that may tend to disturb other occupants. Designated "quiet" hours are 10:00 P.M. to 7:00 A.M. daily. (Meeting Lee County Noise Ordinance (14-18) which states that in residential or public space the noise level during the hours of 10:00 pm and 7:00 am may not exceed 55 decibels.)

12. PETS

- A. Dogs, cats, birds, and fish shall be permitted in units and on the common or limited elements and are not permitted to be raised for commercial purposes.
- B. No unit owner shall keep more than one (1) dog or cat in the unit and no pet shall weigh more than twenty-five (25) pounds when fully mature. Animals shall not be permitted to be a nuisance or be noisy and must be kept on a leash at all times (but not tethered) when outside the owner's unit, and all waste shall be immediately removed by those responsible for the pet.
- C. If, in the sole judgment of the Board, a pet is causing excessive disturbance and annoyance to other occupants, the owner will be asked to remove the pet.
- D. Owners' guests' pets must adhere to the same rules as owners' pets.

13. LEASING/RENTING

- A. Each unit is hereby restricted to residential use by the owner or owners thereof, their immediate families, guests and invitees. No owner or owners of any unit shall lease or rent the unit for a period of less than three (3) months, nor may a unit be leased more than twice during the twelve (12) month period. No subleasing or assignment of lease rights by the lessee shall be allowed. No more than a maximum of nine (9) units can be leased/rented.

A processing fee and background check are required and will be handled by our Management Company.

- B. No one but the lessee, the family members, and their spouses may occupy the unit. The total number of overnight occupants of a leased unit is limited to six (6).

14. GARBAGE/REFUSE

All garbage and refuse from the units including replacement and remodeling parts shall be stored out of sight and be placed curbside in appropriate bags or containers in accordance with County pick-up regulations no more than 24 hours in advance of scheduled pick-up day. To discourage rodents and nocturnal animals, it is recommended that overnight placement of trash be avoided.

If any items remain after pick up, owners/renter must remove or call a company for pick up.

15. VISITORS/GUESTS

The unit owners, their visitors and guests agree to use the limited common and common elements only in accordance with these rules and regulations stated and reviewed by the Board of Directors. Visitors and guests are limited to 14 days occupancy without the owner present and payment of consideration.

16. PENALTIES AND FINES

Pursuant to Section 4 of the By-Laws, the Association shall have through its Board the right to assess fines and penalties for the violation of these Rules and Regulations in accordance with Section 4.14, 4.15 and 4.16 of the By-Laws.

17. GARAGE OR ESTATE SALES

Garage sales are prohibited. Estate sales may be permitted, only with prior written permission of the Board of Directors.

18. PEST CONTROL

To protect all unit owners, outside pest control treatment is provided for all 44 units in the Association. This treatment is authorized and provided by the Association. Inside pest control treatment can be offered to a unit by request.

19. THE SHARED SWIMMING POOL

The Community pool is shared between Villas II and Single Family II. The pool key replacement fee is \$5.00

20. THE NEIGHBORHOOD WATCH PROGRAM

You, your guests and all others in your unit are responsible for helping to implement and carry out all responsibilities related to the Neighborhood Watch Program of Villas II and the Community.

21. RULES AND RESPONSIBILITIES OF THE CROSS CREEK COMMUNITY

You, your guests and all others in your unit, are responsible for observing, obeying, and helping to enforce the Rules and Regulations of the Cross Creek Common Grounds.

DON'T WALK, BIKE, JOG OR SKATE ON THE GOLF CART PATHS.

DON'T WALK OR HIT BALLS ON THE 16TH FAIRWAY.

DON'T FISH OR FEED ALLIGATORS.

**OBSERVE ALL HIGHWAY SIGNS AND REQUIREMENTS,
AND ASSIST IN CARRYING OUT THE SHERIFF'S HIGHWAY
PATROLLING EFFORT**

****These Rules and Regulations were unanimously approved by the Board of Directors of Villas II at a noticed and called meeting on January 20, 2022. They may be amended by the Board at a meeting when proper notice is given to the Association Membership.****

FOR YOUR INFORMATION...

- The Association makes a ladder available for the owner's use.
- Paint
 - 1) Frame and screen door – Anodized Bronze
 - 2) Building Paint available – see Board Member

Adopted February 17, 2022

