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DEER CREEK VILLAGE HOMEOWNERS' ASSOCIATION, INC.

NOTICE OF RECORDING
OF
UPDATED SCHEDULE "C"
FIRST AMENDED AND RESTATED DEER CREEK VILLAGE
HOMEOWNERS' ASSOCIATION, INC. RULES AND REGULATIONS
AND
ARCHITECTURAL STANDARDS AND APPLICATION PROCEDURES, RULES AND REGULATIONS,
AND VIOLATION ENFORCEMENT PROCEDURES

WHEREAS, that certain First Amended and Restated Declaration of Covenants, Conditions, Restrictions, Reservations and Easements for Deer Creek Village is recorded at Official Records Book 6824, Page 997, Public Records of Orange County, Florida, as may be amended and supplemented from time to time (the "Declaration"); and

WHEREAS, Article DC 6.3 of the Declaration authorizes the Board of Directors of Deer Creek Village Homeowners' Association, Inc. (the "Association") from time to time to adopt and amend rules and regulations governing the details of the operation, use, maintenance and control of the Lots, and Common Area, and any facilities or services made available to the Owners; and

WHEREAS, Article DC 8.4 of the Declaration authorizes the Association to adopt architectural restrictions and guidelines that shall apply to each and every Lot, which said restrictions and guidelines may change from time to time; and

WHEREAS, pursuant to Article DC 6.3 and Article DC 8.4 of the Declaration, the Board of Directors has adopted an amended Schedule "C" with updated Rules and Regulations, and has further adopted Architectural Standards and Application Procedures, Rules and Regulations and Violation and Enforcement Procedures.

NOW, THEREFORE, the Association desires to record the attached updated "Schedule "C" First Amended and Restated Deer Creek Village Homeowners' Association, Inc. Rules and Regulations" and the attached "Architectural Standards and Application Procedures, Rules and Regulations and Violation and Enforcement Procedures" as set forth in Exhibit "A" attached to this Notice of Recording which were adopted at a Board of Directors meeting held on January 11, 2024 & February 8, 2024.

Deer Creek Village Homeowners'
Association, Inc.

Lori Gladkowski
Print Name: Lori Gladkowski
as President
c/o First Service Residential
2180 West State Road 434, Suite 5000
Longwood, FL 32779
Date: 3/21/2024

ATTEST:

Gail A. House
Print Name: Gail A. House
as Secretary
c/o First Service Residential
2180 West State Road 434, Suite 5000
Longwood, FL 32779
Date: 3-21-24

State of Florida

County of Orange

The foregoing instrument was acknowledged before me, this 21st day of March, 2024, by Lori Gladkowski, as President of Deer Creek Village Homeowners' Association, Inc., who is personally known to me or produced n/a as identification and by Gail A. House, Secretary of Deer Creek Village Homeowners' Association, Inc., who is personally known to me or produced n/a as identification.

Carol Harp
Notary Public - State of Florida, Stamp or Seal



SCHEDULE "C"
FIRST AMENDED AND RESTATED
DEER CREEK VILLAGE HOMEOWNERS' ASSOCIATION, INC.
RULES, AND REGULATIONS

The following are the Rules and Regulations of the Deer Creek Village Homeowners' Association, Inc. (hereinafter referred to as the "Association"). Every Owner and any other person or persons other than the Owner in possession of any Lot (hereinafter referred to as "Occupant") shall comply with these Rules and Regulations, as amended and supplemented from time to time, and the provisions of the First Amended and Restated Declaration of Covenants, Conditions, Restrictions, Reservations and Easements for Deer Creek Village (hereinafter referred to as the "Declaration"), the Articles of Incorporation of the Association (hereinafter referred to as the "Articles") and the Bylaws of the Association (hereinafter referred to as the "Bylaws"), as amended and supplemented from time to time. Failure of an Owner or Occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend any Owner or Occupant's use of recreational facilities (if any) located on the Common Property by any Owner or Occupant in the event of failure to so comply with the Declaration and/or Rules and Regulations. In addition to all other remedies and, in the discretion of the Board of Directors (hereinafter referred to as the "Board"), a reasonable fine or fines may be imposed upon an Owner or Occupant for failure of an Owner or Occupant, his tenants, family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, the Articles or the Bylaws. All defined terms used in these Rules and Regulations will have the same definition as contained in the Declaration.

ARTICLE C.1

COMMUNICATIONS

Except at Board meetings, which shall be open for all Members to attend, all communications to the Association and its officers and directors shall be made (except in case of emergency) by letter or other written communications mailed to the registered office of the Association as set forth in the Articles or by email to the Management Company.

ARTICLE C.2

MOTORIZED VEHICLES

All motor vehicles shall carry a current year's license tag registration and be maintained in proper operating condition so as not to be a nuisance by virtue of noise, exhaust emissions or otherwise. All motor vehicles, including, but not limited to, automobiles, trucks, trail bikes, motorcycles, and dune buggies, shall be driven only upon paved streets. No motor vehicle shall be driven on pathways or unpaved areas. No Golf Carts are permitted on the Common Areas.

Golf carts as defined by F.S. § 320.01 shall not be operated on a sidewalk, public road or street unless specifically authorized by the State of Florida Department of Transportation, as provided in F.S. § 316.212 or F.S. § 316.2126.

Orange County Florida Code - ARTICLE IX. – Use of golf carts on designated public roads and streets- Sec. 21-291-299.

ARTICLE C.3

PARKING

Article C.3.1 Overnight parking of all passenger motor vehicles shall be in driveways, garages or in other areas designated by the Board. Overnight parking of all other vehicles and recreational equipment shall be in garages, or in areas designated by the Board for such parking and in accordance with guidelines established by the Board. No buses, tractor trailers or semi- trucks shall be parked on the Properties except for delivery purposes. Except for emergency repairs, no Owner or Occupant of a Lot shall repair or restore any vehicle, boat, or trailer upon any portion of the Properties except in those areas which may be designated by the Board for such purposes.

Article C.3.2 Vehicles Blocking Sidewalks and Vehicles Parked Against Traffic.
Reference Rule 23. Section VI. 4. Schedule C.

Article C.3.2.(a) Whereas multiple vehicles parked in driveways often block the public sidewalk which blockage is not in compliance with traffic rules of Orange County; and whereas vehicles parked against traffic (left side of vehicle against the curb) are a hazard prohibited by Orange County Traffic Rules. The Board of Directors on behalf of the Association expands enforcement of Article C.3 (parking) to include vehicles blocking or obstructing public sidewalks and vehicles parking against traffic as prohibited actions not in compliance with our rules and covenants.

Article C.3.2.(b) Owners (and their guests) and landlords whose tenants are determined to be in violation of this policy shall be allowed one gratuitous warning of noncompliance. The warning letter shall include an explanation of this policy. Thereafter, noncompliance shall be governed by the procedures of Article C.23. The gratuitous warning privilege will not be reinstated.

Article C.3.2.(c) This policy shall apply to all vehicles parked at or registered to a homesite. Registrations of vehicles may be checked with the Department of Motor Vehicles to determine residence.

ARTICLE C.4

RECREATIONAL VEHICLES

No trucks or commercial vehicles, campers, mobile homes, motor homes, house trailers, or trailers of every other description, recreational vehicles, boats or boat trailers or horse trailers shall be permitted to be parked or to be stored at any place in Deer Creek Village, except such vehicles may be stored if concealed from public view in a manner approved in writing by the Board provided such storage is not prohibited by the PD Restrictions. The foregoing prohibition of parking shall not apply to temporary parking of trucks and

commercial vehicles, such as for pickup, delivery, and other temporary commercial services.

Article C.4.1. Description: A commercial vehicle shall include any one or more of the following:

Article C.4.1.(a) Fleet vehicles, including vehicles with numbers on them, or other vehicles used for business or trade.

Article C.4.1.(b) These include but are not limited to vans, coaches, buses, taxis, box trucks, hearses, limousines.

Article C.4.1.(c) A construction or agricultural vehicle.

Article C.4.1.(d) A vehicle with numbers, lettering, display, or advertising, including magnetic signage.

Article C.4.1.(e) A vehicle bearing lettering, graphics, or other commercial insignia.

Article C.4.1.(f) A vehicle with dual rear axles.

Article C.4.1.(g) Commercial vehicles may carry products or goods for a business or passengers, such as seats to transport more than eight passengers for money, or seats to transport more than 15 passengers, not for money.

Article C.4.1.(h) A vehicle containing flammable or hazardous materials.

Article C.4.1.(i) A vehicle used for providing services to another person or entity for a fee or profit.

Article C.4.1.(k) A vehicle containing ladders, racks, fixed hardware, or extended panels.

Article C.4.1.(l) A vehicle with curb weight over 6,001 pounds (2,722 kg).

Article C.4.1.(m) A vehicle that requires Commercial vehicle insurance and/or a Commercial Driver's license (CDL) or Class E license.

Notwithstanding, a commercial vehicle may park on an Owner's driveway while performing services for or on behalf of residents.

Any such vehicle parked or stored in violation of these Rules and Regulations, or other restrictions contained herein or in the Declaration, as they may be amended, may be

towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle. The Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing, and once the notice of violation is posted, neither its removal, nor failure of the owner to receive it, shall be grounds for relief of any kind.

ARTICLE C.5

PETS

No livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats and other generally recognized household pets may be kept, provided that they are reasonable in number, and provided further that they are not maintained or bred for any commercial purpose and the proper restraint and control are used in the keeping of them (that is, pets must be kept in a confined area unless maintained on a leash).

It is a violation of Orange County Ordinance, Chapter 5.33.a.(1) for a domestic animal owner having charge, care, custody, or control of any domestic animal to permit the domestic animal to run at large, upon any public property, or off the premises of the owner.

Further, it is a violation of Orange County Ordinance, Chapter 5.50.b.(7), if an Owner or Occupant fails to remove any excreta deposited upon public property or another person's private property by any animal within the care, custody, ownership, or control of such person.

ARTICLE C.6

CLOTHES DRYING EQUIPMENT

No outdoor clotheslines or other outdoor clothes drying apparatus shall be permitted on any portion of the Properties, except in a manner so as not to be visible from the front of a Lot or from adjoining Lots or as otherwise approved in writing by the Board.

ARTICLE C.7

TRASH AND GARBAGE COLLECTION

Article C7.1 All rubbish, trash and garbage shall be kept in appropriate containers which are kept either inside a residence or in an area concealed from the view of either the adjacent street or adjoining residences. Storage, collection, and disposal of trash shall be in compliance with the Rules and Regulations set from time to time by the Board.

Article C7.1(a) Orange County shall issue the only permissible garbage and recycling bins for use to dispose of trash and refuse. Garbage and recycling bins shall be placed at the curb for pickup no more than twelve (12) hours before the scheduled pickup time and shall be removed from the curb no more than twelve (12) hours after the scheduled pickup time. At all other times, Garbage and recycling bins shall be stored against the side of the house or in the garage. If stored against the house, it is recommended that the garbage and recycling bins are screened with landscaping and/or partial fencing approved by the architectural committee.

Article C7.1.(b). It is prohibited for Owners or Occupants to leave grass clippings, yard waste, and/or any fallen or trimmed bushes or branches on a Lot. Owners or Occupants must place yard waste in either bags, cans, or tied bundles (3 ft maximum length) and shall be placed on the curb for pickup at the next scheduled pickup. Outside of pickup times, waterproof cans for yard waste shall be stored against the side of the house or in garage. If stored against the house, it is recommended that the waterproof cans used for yard waste are screened with landscaping and/or partial fencing approved by the architectural committee.

Article C7.1.(c). Any Owner or Occupant or their agent performing lawn services to a Lot must remove the bags, waste containers, grass clippings, yard waste, and/or any fallen or trimmed bushes or branches from the driveway, sidewalk, street, and stormwater drainage area on the same day that lawn services are performed.

Article C7.1.(d). It is hereby prohibited to store or place grass clippings and/or yard waste in stormwater drains as a method of removal. Any Owner or Occupant who causes damage to the stormwater drains or stormwater drainage area as a result of the accumulation of grass clippings or yard waste in said areas shall be liable for any necessitated repairs. The Owner or Occupant shall be responsible for the actions of his or her landscaping company. The Association may also fine and pursue injunctive relief against any Owner or Occupant for failing to comply with this Rule and Regulation. The Owner or Occupant shall pick up any litter left behind by their agent perform lawn services. The burning of trash, leaves or garbage is prohibited.

ARTICLE C.8

SIGNS

Article C8.1.(a) No signs of any type shall be displayed to public view on the Properties or any portion thereof without the prior written consent of the Board, except signs advertising a Lot for sale or rent not exceeding six square feet in size, and except for signage placed on the Properties by the Association. Note: Advertising signs in Architectural Standards. No signs shall be attached to the Association's fences, traffic and/or street signs, lamp posts or trees. Only one directional sign per open house at each intersection.

Article C8.1.(b) House numbers are required for each residence. Numbers should be visible and legible from the street on which the house fronts. The color must contrast with the immediate background material.

Article C8.1.(c) One security sign is permitted in the front yard located either adjacent to the driveway or in close proximity to the front entrance of the main dwelling. Security company signs are also permitted in the windows.

Article C8.1.(d) One Political sign shall only be permitted beginning thirty (30) calendar days prior to an election and shall be removed within five (5) calendar days after an election. Political signs shall be no larger than two (2) feet wide by one and a half (1 ½) feet tall. All political signs shall be maintained and kept in a clean condition that is in compliance with the aesthetic standards of the community.

Article C8.1.(e) An Owner or Occupant may display decorative Military flags in a

respectful way on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, not larger than 24 inches x 18 inches.

Article C8.1.(f) In addition to the flag permitted per the above, an Owner or Occupant may display sports, decorative or festive flag in a respectful way on a portable and removal mount on the exterior of the dwelling, or an Owner or Occupant may display unmounted flags in a designated garden area. A mounted decorative or festive flag must be no larger than 24 inches x 18 inches and will be considered in the garden art limitations.

ARTICLE C.9

TRANSMISSION LINES

All public and private telephone and cable television communication services and service lines must be installed or buried underground, where permitted, in accordance with applicable codes that may be imposed.

ARTICLE C.10

TEMPORARY STRUCTURES: ACCESSORY BUILDINGS

No temporary structures or accessory buildings may be erected, placed, or maintained on any portion of the Properties. This includes, but is not limited to, sheds, tree houses, gazebos, pergolas, and other similar structures. All play structures shall be located at the side or rear of the Lot and must not be visible from the street, or on the side portion of the corner Lots within the setback lines. Permanent basketball hoops are not permitted. Portable basketball hoops shall be stored out of view from the street, preferably in the garage, when not in use. Temporary storage containers (PODS) may be used when moving or for repairs and renovations subject to the terms and conditions of Paragraph C.12, below.

ARTICLE C.11

MAINTENANCE

Article C.11.1 Each Lot and all improvements, including landscaping, located thereon shall at all times be kept and maintained in a safe, clean, wholesome, and attractive condition and shall not be allowed to deteriorate, fall in disrepair, or become unsafe or unsightly. In particular, no weeds, underbrush or other unsightly growth, trash, rubbish, refuse, debris, or unsightly objects of any kind shall be permitted or allowed to accumulate on any Lot, and all Lots shall be mowed on a regular basis.

Article C.11.1.(a) Mowed Grass Cleanup

Article C.11.1.(a). (1) It shall be the policy of the Association that the mowed grass be recycled by either bagging for collection by Orange County or left in place on the lawn.

Article C.11.1.(a).(2) Bagged grass may be placed at the curbside for collection

by Orange County recycling trucks once per week in accordance with Orange County collection schedule. On all other days of the week grass bags shall remain hidden from view in accordance with Orange County collection regulations and Article C.7.

Article C.11.1.(a).(3) Sidewalks and driveways shall be cleared of grass cuttings by sweeping or blowing. Such cuttings should be bagged or returned to the lawn. The grass should not be allowed to flow into the storm drain system because it will clog our sewer drains.

Article C.11.1.(a).(4) Dumping of grass onto empty lots is prohibited and is subject to Orange County controls on illegal dumping.

Article C.11.1.(b) Maintenance of Landscaping

Article C.11.1.(b).(1) It shall be the policy of the Association that landscaping on any property within Deer Creek Village shall not interfere nor obstruct the public sidewalks and roadway. Landscaping shall be trimmed to the edge of the public sidewalks and roadway. Trees shall be trimmed to a height of eight (8) feet above sidewalks and twelve (12) feet above streets. Nor shall any landscaping enter into adjacent property areas without the approval of adjacent owners.

Article C.11.1.(b).(2) Landscaping placed in the public right-of-way shall be the responsibility of the Owner or occupant placing such landscaping. If the Owner or occupant denies responsibility for landscaping in the right-of-way abutting their property, the Board will request removal from Orange County.

Article C.11.1.(b).(3) Privacy Hedges and Fencing Guidelines: When property line hedges are intended to serve as privacy hedges, they fall under the same guidelines as fencing rules set forth by the HOA. Owners must ensure that privacy hedges comply with the designated height and design standards specified for fences in the Community. Privacy hedges shall be no more than eight (8) feet in height and must have a setback of at least three (3) feet in order to allow for maintenance on both sides of the hedge. Property line hedges should be positioned and maintained in a manner that does not protrude in front of the house or obstruct the line of sight for pedestrians and drivers. Owners or Occupants are required to keep their property line hedges pruned and maintained in a uniform shape. The hedges should be regularly trimmed to prevent overgrowth, ensure a tidy appearance, and maintain compliance with the 8-foot height limit. Lawns must be mowed, edged, and weeded on a consistent basis, no fewer than two-week intervals. Lawn heights may not exceed four (4) inches and must be free of weeds. Lawns shall be irrigated on a regular basis as permitted by local regulations. Any tree stumps from tree removal must also be removed.

Article C.11.2 In the event the Owner or employees, enter Lot shall fail to maintain the premises and improvements situated thereon as required by the Declaration and Rules and Regulations of the Association, after thirty (30) days' notice by the Board to the Lot Owner of the maintenance deficiencies, and upon approval of two-thirds (2/3) vote of the Board, the

Association shall through its agents and employees, enter upon said lot, through written permission from the owner, to repair, restore or maintain the Lot, any exterior buildings and any other improvements thereon. The entry of such Lot for such purposes shall not constitute a trespass. The cost of such exterior repair, restoration or maintenance shall be added to and become a part of the assessment to which such Lot is subject to.

Article C11.2.1 Prohibition of Unsightly Objects: No unsightly objects or debris may be left visible on any portion of the Lot. This includes, but is not limited to, portable children's playsets/toys, sporting equipment, ladders, pallets, garden equipment, and any other items that may detract from the visual appeal of the Community.

Article C11.2.2 Storage and Nighttime Regulation: Portable children's playsets and toys must be brought in at night or after use. Portable Basketball hoops and sporting equipment should be properly stored when not in use, ensuring they are not visible from the street or common areas.

Article C11.2.3 No Hanging Apparatus on trees: No tree swings or rope swings are permitted in the front plane of the home. This rule applies to any swing or hanging apparatus attached to trees or other natural structures.

Article C11.2.4 Garden Art Limitations: Owner or Occupant are allowed to display a maximum of fifteen (15) garden art pieces per house. Garden art pieces include sculptures, decorative structures, and other non-functional ornamental items placed within the owner's yard. Notwithstanding, no more than one (1) statue, sculpture, decorative structure, and other non-functional ornamental item will be permitted towards the fifteen (15) garden art piece limit. The garden art must be tasteful, in good condition, and should not obstruct the view or access of neighbouring properties. The decorative pots cannot be larger than 36 inches in height, nor can they be wider than 36 inches in width. The decorative pots must be located in a designated garden area immediately adjacent to the dwelling or on the front porch of the dwelling. The items referenced in this paragraph cannot be vulgar or indecent in nature. Vulgar depictions of nudity and/or inappropriate or vulgar language shall not be permitted.

ARTICLE C.12

STORAGE

The Common Property and recreational facility or facilities located thereon (if any) shall not be obstructed nor used for any purpose other than the purposes intended therefor; nor shall any carts, bicycles, carriages, motor vehicles, chairs, tables, or any other similar objects be stored thereon. Temporary storage containers (PODS) that are used when moving or for repairs and renovations are permitted with approval from the Association for not more than fourteen (14) days. Additional time may be granted by the Board if repairs or renovations will extend beyond fourteen (14) days and written documentation is provided by the contractor stating the length of repairs and renovations. The container must be placed and fit entirely on the Owner's driveway and may not block the sidewalk.

ARTICLE C.13

EMPLOYEES

The employees of the Association are not to be sent out by any Owner or Occupant for personal errands. The Board shall be solely responsible for directing and supervising employees of the Association.

ARTICLE C.14

NOISE

No Owner or Occupant shall make or permit any disturbing noises in or about the Common Property and any recreational facility or facilities located thereon by himself or his family, servants, employees, agents, visitors, or licensees, nor permit any conduct by such persons that will interfere with the rights, comforts or conveniences of other Owners or Occupants. No Owner or Occupant shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio or sound amplifier or any other sound equipment on any Lot or on the Common Property and any recreational facility or facilities located thereon in such a manner as to disturb or annoy other Owners or Occupants. No Owner or Occupant shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.

It is a violation of Orange County Ordinance, Chapter 15.184, for a person to produce, cause to be produced, or allow to be produced, by any means, any noise disturbance on any private or public property, including a right-of-way, when such noise is plainly audible or when such noise is measured pursuant to Chapter 15.183 and, where applicable, exceeds the applicable sound level limits set forth in Chapter 15.182. Noise violation shall also be considered nuisance behavior.

ARTICLE C.15

SUPERVISION OF CHILDREN

Children will be the direct responsibility of their parents or legal guardians to ensure full compliance by them of these Rules and Regulations and all other Rules and Regulations of the Association.

ARTICLE C.16

ANTENNAE AND SOLAR PANELS

Article C.16.1 Antennae. No antenna, aerial, or other device for the transmission or reception of television, radio (including amateur or ham radios), or internet signals of any kind will be allowed outside a home, except one antenna or one satellite dish whose installation and use is protected under federal law or regulations. A satellite dish may be no more than thirty-nine inches (39") in diameter. The satellite dish or antenna may be installed in a foundation planting bed in the rear or the side yard, mounted on a pole not to exceed fifty inches (50") in height located no more than three feet (3') from the home. The mounting pole shall be properly landscaped to minimize visibility from the street, and neighboring property. A Satellite dish may also be attached low on the rear of the roof of

a home. The transmission cable from the service pedestal to the home shall be underground. Any transmission cable from a receiver to the house shall be secured to the home neatly.

Article C.16.2 Solar Panels. Solar Panels Roof-mounted solar panels and tubes shall be designed to be integral parts of the roof. Their form, location and color shall be compatible with the existing roof. Profiles shall be minimized. Reflective metal components are not permitted. Solar panels may be installed on roof slopes so long as architectural approval is received and permits from local government are obtained and submitted to the Architectural Control Committee as part of the architectural application. Reflective glazing is not permitted. All support and piping for solar collectors shall be enclosed. If the solar panel installation requires adding lines or tubing down the exterior of the home, these lines or tubes may only be installed on the rear (preferred) or side of the home and shall be painted or enclosed to match the color of the home.

ARTICLE C.17

WELLS

No wells for the supply of water shall be located, constructed, or used within the Properties other than those for the sole purpose of lawn watering and irrigation. Permits are required from the Water Management District prior to the installation of any well, as well as ACC approval.

ARTICLE C.18

ARCHITECTURAL CONTROL

Article C.18.1 All structures other than those residences or structures erected, constructed or placed on the Lots or within the Properties must be substantially completed in accordance with the plans and specifications approved by the Board or any architectural committee designated by the Board as set forth in Article DC 8 of the Declaration within twelve (12) months after commencement of construction, except that the Board may grant extensions where such completion is impossible or is the result of matters beyond the control of the Owner, such as strikes, casualty losses, national emergency or acts of God.

Article C.18.2 Architectural standards and application procedures are set by the Board and all architectural improvements must adhere to these standards and require Architectural approval. by the Board or any architectural committee designated by the Board, Owners should contact the Association Management Company or Architectural Control Committee for the latest version of these architectural standards, procedures, Architectural Improvement applications and application procedures.

ARTICLE C.19

STREET LIGHTING

Street Lighting shall be regulated by Orange County.

ARTICLE C.20

VALENCIA DRAINAGE DISTRICT / BODIES OF WATER

Article C20.1 Valencia Drain District. As provided in Article DC 3.5 of the Declaration, the Developer intends to convey to Valencia Drainage District certain tracts of lands designated on the subdivision plat or plats of the Properties which are now of record or may hereafter be recorded in the Public Records of Orange County, Florida. Such tracts shall be used as retention/detention ponds, or for such other use as may be indicated on such plat or plats, as part of the surface water drainage system, and such tracts shall be maintained by Valencia Drainage District. All Lots in the Properties shall be within Valencia Drainage District pursuant to which such services shall be provided, and taxes levied therefore in accordance with applicable governmental regulations. In no event shall any ponds or retention areas within the Properties be used for bathing, boating, or swimming.

Article C20.2 Bodies of Water. Deer Creek Village bodies of water are maintained through Water Management Districts or the Homeowners Association. The following rules apply to all Bodies of water within Deer Creek Village.

Article C.20.2.(a) No owner, resident, tenant, or guest is permitted to enter into or swim in any bodies of water located on the Common Areas, including but not limited to retention ponds, lakes, and / or streams.

Article C.20.2.(b) No owner, resident, tenant, or guest is permitted to boat or insert a boat, vessel, canoe, paddle boat, raft, jet ski, toys, toy boats or floats, whether motorized or not, be placed into the retention ponds, lakes, streams and/or other bodies of water located on the Common Areas.

Article C.20.2.(c) No owner, resident, tenant, or guest is permitted to fish and/or remove wildlife from the retention ponds, lakes, streams and/or other bodies of water located on the Common Areas except as stated herein. Fishing is permitted solely for the Owner or Occupant and their accompanied guests. Only individuals who own/lease property within Deer Creek Village are allowed to fish within their side property lines only. However, fish may not be removed from any body of water (catch and release only). Fishing is permitted at the entrances where the waterways meet the street. At no time is wandering/fishing past these points permitted and all fish must be released back into the body of water.

Article C.20.2.(d) No owner, resident, tenant, or guest is permitted to feed, entice to feed, endanger, or harass the wildlife, including but not limited to birds, ducks, alligators, and deer.

Article C.20.2.(e) No one is permitted to walk around any body of water in Deer Creek Village. No Owner or Occupant is permitted to fish behind any private property and/or Owner's Lot except his own.

Article C.20.2.(f) No one is permitted to use waterways for irrigation without a permit from the Water Management District.

Article C.20.2.(g) Article DC3.5 declares that No buildings, fences, structures, or plantings shall be built erected, placed, or maintained within Valencia Water Management District Easement and no Owner or Occupant shall in any manner obstruct, impede, or interfere with the rights and duties the Valencia Water Management District and its easements.

Article C.20.2.(h) No Owner or Occupant may clear/remove any vegetation in the conservation area or waterway in violation of the local government ordinances, conservation easements, and/or water management permits.

Article C.20.3 Enforcement of Rules. The Rules stated herein regarding body of waters may be enforced by the Association and/or local government agencies.

ARTICLE C.21

PD RESTRICTIONS

As provided in Article DC 7.5 of the Declaration, each Owner and Occupant shall comply with the provisions of the PD restrictions. The PD restrictions, as currently in force, prohibit fencing, pools, recreational vehicles, and accessory buildings on Lots within the Properties unless approved by the Architectural Control Committee.

ARTICLE C.22

APPLICABILITY OF RULES AND RESTRICTIONS

These Rules and Regulations shall not apply the Developer, its agents, employees, and contractors (under any circumstances whatsoever), or to Institutional Mortgagees, nor to the Lots owned by either the Developer or such Institutional Mortgagees. All of these Rules and Regulations shall apply, however, to all other Owners and Occupants even if not specifically so stated in portions hereof. The Board shall be permitted (but not required) to grant temporary relief to one or more Owners or Occupants from specific Rules and Regulations upon reasonable written request therefore and good cause shown in the sole opinion of the Board.

ARTICLE C.23

COMPLAINTS, DETERMINATION OF VIOLATION AND PROCESSING

Article C.23.1 Submission of Complaints and Violation. The Association through its Directors, Committees or Management Agent ("Association's Agents") shall inspect Lots to ensure compliance with the Declaration, the Association's Rules and Regulations, the Architectural Guidelines and/or other Governing Documents. A violation may be initiated if a violation of the aforementioned documents is observed, or a written complaint is received from a resident and the Lot is verified as non-compliant by the Association's Agents. The Architectural Committee may identify violations to the Association's Agents to initiate a violation for violations of the Architectural Guidelines.

Article C.23.2. First Notice of Violations. If a Lot is determined to be non-compliant, First Notice shall be mailed or electronically sent by the Association's Agents to the Owner or Occupant which shall

provide for a reasonable timeframe compliance and which shall specifically cite the violations. It is the responsibility of the Owner to update his or her mailing address, and all mailings shall be deemed delivered to the Owner upon mailing to the last provided address. If the required remedial action to resolve the violation has not been taken by the allotted timeframe or the Association's Agents have not been contacted by the Owner or Occupant, a Second Notice of Violation shall then be mailed to the Owner and Occupant. If the Owner or Occupant cures the violation but subsequently becomes non-compliant for the same violation within a 12-month period, the subsequent violation shall be initiated with a Second Notice of Violation.

Article C.23.3 Second Notice of Violation. If a Lot remains non-compliant after the expiration of the First Notice or a subsequent violation occurs for the same issue within a 12-month period, the Owner or Occupant shall be mailed by the Association's Agents a Second Notice of Violation. Said notice shall provide the Owner with a reasonable timeframe to bring the violation into compliance. If the required remedial action to resolve the violation has not been taken by the allotted timeframe or the Association's Agents have not been contacted by the Owner or Occupant, the matter shall be forwarded to the Board of Directors for consideration of formal action. The Board of Directors may take one or more (or all) of the following actions:

Article C.23.3.(a) Mail the Owner or Occupant a Second Notice of Violation providing a reasonable timeframe to bring the violation into compliance;

Article C.23.3.(b) Refer matter before the Association's Fining Committee with at least 14-days' notice of the hearing where a fine can be issued per violation as set by Schedule B-Article B.12.(c).(5).(A);

Article C.23.3.(c) Refer matter before the Association's Fining Committee with at least 14-days' notice to suspend the use rights of the Owner's or Occupant's and/or residents to the amenities, including deactivation of the key fob for pool access, until such time that the violation is cured by the Owner; and/or

Article C.23.3.(d) Refer the matter to legal counsel for further legal action, including but not limited to presuit mediation and the filing of an Arbitration and/or Complaint for Injunctive Relief. The Owner or Occupant shall be liable for any attorneys' fees incurred by the Association if the Association is the prevailing party.

Article C.23.4 Fining and/or suspensions. If the Association wishes to pursue a fine and/or a suspension of use rights pursuant to Article C.23.2, they shall use the following procedures:

Article C.23.4(a) The Association shall send a First Notice and a Second Notice of Violation letter prior to the initiation of a fine and/or suspension.

Article C.23.4(b) If the Owner or Occupant fails to correct the violation, the Board, at its next scheduled Board of Directors meeting, may issue a proposed fine and/or a suspension of use rights to the Association's Common Area recreational amenities. The proposed fine shall be set by Schedule B-Article B.12.(c).(5).(A).

Article C.23.4(c) The Board must notify the Owner or Occupant with written notice at least fourteen (14) days prior to the hearing of the Fining Committee. At the hearing, the Fining Committee will determine whether the proposed fine and/or suspension of use rights will be imposed against the Lot. The proposed fine shall be identified in the letter.

Article C.23.4(d) To impose a fine or suspension of use rights, the Fining Committee must approve the fine by a majority vote at the hearing. The Fining Committee may not increase or decrease the amount of the fine but must either approve or reject the fine in its entirety. The role of the Fining Committee is limited to determining whether to approve or reject the fine at the hearing and/or whether to accept or reject the recommended suspension of use rights.

Article C.23.4(e) The Fining Committee must consist of at least three (3) members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. *(Schedule B.12.(b))*

Article C.23.4(f) At the hearing, the alleged violation shall be presented to the Fining Committee. The Owner or Occupant must be given an opportunity to appear and speak at the hearing, which may be conducted through virtual means or over the phone. The Fining Committee, in its sole discretion, shall determine whether to impose the fine amount or the suspension of use rights. Alternatively, the Fining Committee may continue the matter if further investigation is required.

Article C.23.4(g) After the hearing is adjourned, the Fining Committee shall notify the Association in writing following the hearing of its decision to either approve or reject the fine and/or the suspension.

Article C.23.4(h) The Association must notify the Owner in writing of the imposition of the fine and/or suspension within five (5) days and include in said notice that the fine must be paid within fifteen (15) days after notice of the approved fine is provided to the parcel Owner, and if applicable, to any occupant, licensee, or invitee of the parcel Owner. The Association shall provide written notice of such fine or suspension by mail and, if applicable, to any occupant, licensee, or invitee of the parcel Owner. If a suspension of use rights is issued, the Owner or Occupant may be trespassed from the Common Areas recreational amenities.

Article C.23.4(i) Fining and suspension of use rights are not the exclusive remedy of the Association. The Association may pursue additional relief against an Owner or Occupant who fails to comply with the Declaration and/or Rules and Regulations of the Association and seek reasonable attorneys' fees against the Owner or Occupant for any action in which the Association is the prevailing party.

Article C.23.5 Definitions of Key Terms.

Article C.23.5.(a) Orange County Right-of-way is that area extending from and including the sidewalk to the street.

Article C.23.5.(b) Overnight means a period of time that includes 12 AM through 6 AM. EXAMPLE: A vehicle that is in the same location during the period defined will be deemed to have been parked overnight.

Article C.23.5.(c) Prohibited Vehicles. Certain vehicles are prohibited by both the Orange County PUD restrictions as well as Association Covenants, Articles, and Bylaws. These are motor homes, trucks, commercial vehicles, trailers, and recreational vehicles. The following exceptions apply:

Article C.23.5.(c).(1) When parked wholly within the owner's garage.

Article C.23.5.(c).(2) Parked or stored within an area designated by the Association for that purpose. NOTE: Deer Creek Village does not currently have such an area.

Article C.23.5.(c).(3) Temporary to service a home or project.

Article C.23.5.(d) Definitions of Prohibited Vehicles.

1. Motor homes - any motor vehicle built or modified to provide a living environment either independently or when connected to auxiliary water and electrical services.

EXEMPTIONS: trucks of less than one ton capacity for the private use of the owner and having only one rear axle with single tires and not otherwise adapted or modified for commercial use are not subject to this definition.

2. Commercial Vehicles - defined in Article C.4.

3. Trailers - any non-motorized vehicle that may be used to haul cargo, to provide a living environment, to provide mobility for other vehicles or to generate income when attached to or detached from a towing vehicle. Such vehicles are also considered hazardous to the safety of vehicle and pedestrian traffic on our streets because they generally lack safety markers and devices to restrict accidental movement or are over size greater than autos.

4. Recreational Vehicles- (on road, off-road, and water) any motorized vehicle whose purpose is for recreation or contests, any motorized vehicle that would otherwise be prohibited from highway use, boats (and rafts), non-motorized vehicle providing a living environment or non-motorized water vehicles.

EXAMPLES: Zions, sprinter vans, ATVs, go-karts, dismounted camper shells, SKI-DOOs, pedal-boats, racing cars, "monster" vehicles with oversized tires.

ARTICLE C 24

CONDUCT OF BUSINESS. SPECIAL AND ANNUAL MEMBERSHIP MEETINGS

Article C.24.1 Conduct of Board Monthly Business and Special Meetings.

Article C.24.1(a) Roberts Rules of Order shall govern the conduct of the meeting.

Article C.24.1(b) The agenda for the monthly business meeting shall be set in advance at a working session and shall be posted prominently so that the Members will have due notice.

Article C.24.1(c) The Members may request agenda time for a topic upon which they desire Board action. Such a request must be submitted to the Secretary or property manager in time for the working session.

Article C.24.1(d) The agenda shall include Board attendance, minutes of prior meetings, Treasurers Report, Committee Reports, Management Report, old business, new business, open session, and adjournment.

Article C.24.1(e) Members not otherwise scheduled may present topics to the Board during the open session. The Board will take notice of the presentation but will not normally perform any other action. If action by the Board is desired, such action may be scheduled for a public hearing on the next monthly business meeting.

Article C.24.1(f) Issues and motions before the Board shall first be discussed by the Directors. The President may then open the discussion for comments from the Members present. Each Member shall be requested to identify themselves for the record. Tenants shall identify themselves as they may be denied to participate in the issue. The President may limit Member discussion. Following Member comments, the Directors shall be allowed final questions and comments. The President will then call for the vote.

Article C.24.1(g) The agenda for any special meeting may be announced if time permits. The special meeting shall otherwise be conducted in accordance with the preceding procedures.

Article C.24.2 Conduct of Annual Membership and Special Meetings.

Article C.24.2(a) Roberts Rules of Order shall govern the conduct of the meeting.

Article C.24.2(b) The President of the Association shall preside.

Article C.24.2(c) The agenda for the meeting shall be set in advance at a working session and shall be made available to each Member.

Article C.24.2(d) Attendance shall be recorded in the minutes as:

Article C.24.2.(d).(1) Number of Members present;

Article C.24.2.(d).(2) Number of Members present by proxy;

Article C.24.2(d).(3) Number of Members denied voting rights by reason of arrears in payment of assessments; and,

Article C.24.2(d).(4) Statement of the quorum.

Article C.24.2(e) After review of the minutes of the last Annual Membership meeting and review of the Treasurer's report, the membership shall first determine the number of Directors for the next session of the Board.

Article C.24.2(f) Candidates for Director shall be entered into nomination by the Secretary and then nominations from the membership shall be accepted until nominations are closed.

Article C.24.2(g) The membership shall next vote for the nominees in accordance with the number of director's set above.

Article C.24.2(h) During the count of the vote, the business of the membership shall continue.

Article C.24.2(i) Members wishing to present questions, motions or other business shall first wait to be recognized at the place designated by the President. When recognized, they shall identify themselves for the record and benefit of the membership.

Article C.24.2(j) The final order of business shall be the announcement of voting results for the nominees. Each nominee shall be announced, and the number of votes received. In case of a tie for the directorship receiving the lowest number of votes, runoff election to resolve the tie shall be held in accordance with the By-laws and Roberts Rules of Order.

ARTICLE C.25

FINANCIAL OPERATING PROCEDURES

Article C.25.1 Duties of the Treasurer.

Article C.25.1(a) Unless herein specified differently, the financial responsibilities stated in the Covenants and By-laws that pertain to the duties of the Treasurer may be waived and assigned to the contracted property management company offering such financial services.

Article C 25.Hb) The Treasurer shall:

Article C 25.1(b)(1) Be responsible for oversight of the management company in performance of financial services to the Association.

Article C 25.1(b)(2) Submit a Treasurer's report at each regular monthly business meeting, which report may be a summary of Income and expenses prepared by the property manager.

Article C 25.1(b)(3) Prepare the annual budget for the new calendar year and submit it to the Board at the November business meeting.

Article C.25.2 Purchases and Contracts for Service.

Article C.25.2(a) The Community Association Manager or President shall be empowered to contract for services and to purchase items for the Association whose total value is \$2500.00 or less. If the aggregate value of like items to be purchased over a period of time will exceed \$2500.00, then the provisions of paragraph 2 of this section shall be followed. Contracts and purchases authorized by the Community Association Manager or President shall be reported to the Board at its next regular business meeting.

Article C.25.2(b) Contracts and purchases whose individual value or total value of like items exceed \$2500 must be approved by the Board. At least two (2) bids for the contract or purchase shall be submitted for consideration by the Board. The Board, at its discretion, may waive this competitive bids requirement if only one (1) bid is received within the time set by the Board for submission of bids.

Article C.25.2(c) Where an existing contract is subject to renewal, then if the Board has agreed to renew the contract no competitive bids are necessary.

Article C.25.3 Petty Cash Control.

Article C.25.3(a) Petty cash amounts must be specifically approved by the Board.

Article C.25.3(b) Petty cash may be established at the sole discretion of the Board whenever petty cash will enable a Board function to be more efficiently supported.

Article C.25.3(c) Petty cash, so advanced, shall be assigned to a specific responsible person who shall prove their responsibility and accountability by a signed receipt. Thereafter, the responsible person shall account for Petty cash by a combination of purchase receipts, itemized bills, and remainder cash or by use of a capped debit card issued to the holder of petty cash. The Treasurer shall ensure that the sum of receipts, paid bills and cash turned in by the responsible person balance to the petty cash advanced or in the case of a debit card that the receipts, paid bills are turned in on a monthly basis. A full

accounting must take into account all purchases with receipts; all receipts must be maintained for all purchases. The individual who uses petty cash shall be liable for any shortages from the amount originally provided as a result of missing receipts.

ARTICLE C.26

GARAGE CONVERSION

Article C.26.1. A garage may be converted into a living space, so long as proper permits are obtained from local government and provided to the Association. A converted garage cannot be leased as a separate living space to a tenant, but rather, must be leased together with the Lot in their entirety to one-single family so that only one single family occupies the Lot and converted garage at all times.

Article C.26.1.(a) Family shall mean two (2) or fewer persons, not related by blood, marriage, or adoption, occupying a Lot, and living as a single nonprofit housekeeping unit, and their children and family members related by blood or adoption.

Article C.26.2. A garage converted into a living space shall keep its garage door closed at all times.

ARTICLE C.27

LANDSCAPING

Article 27.1 LANDSCAPING-INSTALLATION

Article 27.1.(a) Sod must cover 60% of the front plane of the house. Sod must be living grass. No more than 40% of the front plane of the house can be a nonliving material. This includes but is not limited to driveways, walkways, landscaping rock, mulch, etc. No artificial turf is allowed with the exemption of behind a privacy fence.

Article 27.1.(b) Privacy or perimeter hedges are not to be planted beyond the front plane of the home or perimeter of the sidewalk.

Article C 27.2 FLORIDA FRIENDLY LANDSCAPING

<https://ffl.ifas.ufl.edu/>

Florida Friendly Landscaping may be installed on Lots. The Florida-Friendly Landscaping concept of right plant, right place will be used. The Owner or Occupant will design the landscape so that plants serve a number of functions including, but not limited to, cooling, privacy screening, shade, aesthetics, wildlife habitat, runoff pollution prevention, and directing traffic flow onto and within the property. Owners or Occupants will retain and incorporate existing native vegetation into the landscape whenever feasible.

Prior to initial installation of Florida Friendly Landscaping on a Lot, the Owner or Occupant must submit an application to the ACC for the specific plants and/or turf grass to be used. The application must be submitted together with a complete list of plants, mulch, materials, design drawings, and must adhere to the standards in The University of Florida

Institute for Food and Agricultural Sciences("UF/IFAS") in the Florida Friendly Landscaping Program. All plantings must be deemed Florida Friendly by UF/IFAS AND the Water Management District.

Impervious surfaces, including plastic sheeting, will not be placed below mulch. This does not prohibit the use of woven or other pervious ground cloth. However, nonliving material such as astroturf and Xeriscape is not permitted as the substance are Impervious.

All mulching will be conducted in accordance with the most current version of the Florida Green Industries Best Management Practice's handbook guidelines. A Certified Professional must submit with the ACC application the soil test analysis of the most appropriate mulch for the Lot.

Continual maintenance of mulch areas and plant beds must be kept free of weeds and debris and be maintained to the standards set in Schedule C, Article C11.

All Owner or Occupant plant installations will be conducted in accordance with the most current version of the Florida Yards and Neighborhoods Manual.

ARTICLE C.28

LEASING

An Owner may not lease his or her Lot during their initial twelve (12) months of ownership. All leases shall be for residential, single-family purposes only and shall not be for a term shorter than twelve (12) months and one day. All leases must be for a rental period of 12 months and one day. Short-term rental of a Lot, defined as a term of twelve (12) months or shorter, is prohibited. An Owner intending to lease his or her Lot shall submit to the Association or its management agent no later thirty(30) days prior to the commencement of the lease agreement a copy of the lease and a copy of the proposed occupants' drivers' licenses of occupants over the age of 18, and a copy of the registration of all motor vehicles registered with the lease and the costs of a background check on all occupants over the age of 18.

The Association through its management agent shall have the right to review a criminal background check on all proposed occupants over the age of 18 years old. The Association may deny approval of the lease if the proposed occupants have been previously convicted of a felony against a person, a drug or controlled substance offense within the last 10 years, and/or a sex offense, the proposed occupants are registered sexual offenders and/or predators on any national or state registries without time limitations, the Owner is in violation of the Declaration or the Association's Rules and Regulations, the Owner is delinquent in the payment of any monetary obligations to the Association, the Owner has failed to pay or pre-pay the costs of criminal background for the proposed occupants, or the Owner has failed to provide all necessary information for review.

A Lot must be leased in its entirety to a single family, no individual rooms may be leased nor are leases to corporations permitted. Single family shall mean no more than two (2) adults unrelated through blood, marriage, or adoption occupying a single Lot living as a single housekeeping, economic unit. It is the responsibility of the Owner to provide a copy of the Governing Documents, including the Rules and Regulations, to the tenants. Regardless of any language in the lease, the Owner is responsible for any damage caused to the Common Areas and for the upkeep of their Lot, including the exterior maintenance and landscaping for

the Lot. All leases shall include a paragraph requiring the Lot Owner to provide landscaping maintenance to the Lot by the Lot owner or Contracted Lawn Service.

If any lease is entered into without the approval of the Association, or an occupant resides at the Lot without prior approval of the Association, the lease shall be considered void, and the occupants shall be subject to immediate removal by the Association.

IN WITNESS WHEREOF, the undersigned officers of Deer Creek Village Homeowners' Association, Inc, hereby certify that these amended Deer Creek Village Homeowners' Association, Inc. Rules and Regulations have received the requisite approval of the Board this ____ day of _____, 2024.

By: _____

Print Name: _____

President

Attest: _____

Print Name: _____

Secretary

SCHEDULE "C"
FIRST AMENDED AND RESTATED
DEER CREEK VILLAGE HOMEOWNERS' ASSOCIATION,
INC. RULES, AND REGULATIONS

The following are the Rules and Regulations of the Deer Creek Village Homeowners' Association, Inc. (hereinafter referred to as the "Association"). Every Owner and any other person or persons other than the Owner in possession of any Lot (hereinafter referred to as "Occupant") shall comply with these Rules and Regulations, as amended and supplemented from time to time, and the provisions of the First Amended and Restated Declaration of Covenants, Conditions, Restrictions, Reservations and Easements for Deer Creek Village (hereinafter referred to as the "Declaration"), the Articles of Incorporation of the Association (hereinafter referred to as the "Articles") and the Bylaws of the Association (hereinafter referred to as the "Bylaws"), as amended and supplemented from time to time. Failure of an Owner or Occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend any Owner or Occupant's use of recreational facilities (if any) located on the Common Property by any Owner or Occupant in the event of failure to so comply with the Declaration and/or Rules and Regulations. In addition to all other remedies and, in the discretion of the Board of Directors (hereinafter referred to as the "Board"), a reasonable fine or fines may be imposed upon an Owner or Occupant for failure of an Owner or Occupant, his tenants, family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, the Articles or the Bylaws. All defined terms used in these Rules and Regulations will have the same definition as contained in the Declaration.

ARTICLE C.1

COMMUNICATIONS

Except at Board meetings, which shall be open for all Members to attend, all communications to the Association and its officers and directors shall be made (except in case of emergency) by letter or other written communications mailed to the registered office of the Association as set forth in the Articles or by email to the Management Company.

ARTICLE C.2

MOTORIZED VEHICLES

All motor vehicles shall carry a current year's license tag registration and be maintained in proper operating condition so as not to be a nuisance by virtue of noise, exhaust emissions or otherwise. All motor vehicles, including, but not limited to, automobiles, trucks, trail bikes, motorcycles, and dune buggies, shall be driven only upon paved streets. No motor vehicle shall be driven on pathways or unpaved areas. No Golf Carts are permitted on the Common Areas.

Golf carts as defined by F.S. § 320.01 shall not be operated on a sidewalk, public road or street unless specifically authorized by the State of Florida Department of Transportation, as provided in F.S. § 316.212 or F.S. § 316.2126.

Orange County Florida Code - ARTICLE IX. – Use of golf carts on designated public roads and streets- Sec. 21-291-299

ARTICLE C.3

PARKING

Article C.3.1 Overnight parking of all passenger motor vehicles shall be in driveways, garages or in other areas designated by the Board. Overnight parking of all other vehicles and recreational equipment shall be in garages, or in areas designated by the Board for such parking and in accordance with guidelines established by the Board. No buses, tractor trailers or semi- trucks shall be parked on the Properties except for delivery purposes. Except for emergency repairs, no Owner or Occupant of a Lot shall repair or restore any vehicle, boat, or trailer upon any portion of the Properties except in those areas which may be designated by the Board for such purposes.

Article C.3.2 Vehicles Blocking Sidewalks and Vehicles Parked Against Traffic.
Reference Rule 23. Section VI. 4. Schedule C.

Article C.3.2.(a) Whereas multiple vehicles parked in driveways often block the public sidewalk which blockage is not in compliance with traffic rules of Orange County; and whereas vehicles parked against traffic (left side of vehicle against the curb) are a hazard prohibited by Orange County Traffic Rules. The Board of Directors on behalf of the Association expands enforcement of Article C.3 (parking) to include vehicles blocking or obstructing public sidewalks and vehicles parking against traffic as prohibited actions not in compliance with our rules and covenants.

Article C.3.2.(b) Owners Homeowners (and their guests) and landlords whose tenants are determined to be in violation of this policy shall be allowed one gratuitous warning of noncompliance. The warning letter shall include an explanation of this policy. Thereafter, noncompliance shall be governed by the procedures of Article C.23. The gratuitous warning privilege will not be reinstated.

Article C.3.2.(c) This policy shall apply to all vehicles parked at or registered to a homesite. Registrations of vehicles may be checked with the Department of Motor Vehicles to determine residence.

ARTICLE C.4

RECREATIONAL VEHICLES

No trucks or commercial vehicles, campers, mobile homes, motor homes, house trailers, or trailers of every other description, recreational vehicles, boats or boat trailers or horse trailers shall be permitted to be parked or to be stored at any place in Deer Creek Village, except such vehicles may be stored if concealed from public view in a manner approved in writing by the Board provided such storage is not prohibited by the PD Restrictions. The foregoing prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pickup, delivery, and other temporary commercial services.

Article C.4.1. Description: A commercial vehicle shall include any one or more of the following:

Article C.4.1.(a) Fleet vehicles, including vehicles with numbers on them, or other vehicles used for business or trade.

Article C.4.1.(b) These include but are not limited to vans, coaches, buses, taxis, box trucks, hearses, limousines.

Article C.4.1.(c) A construction or agricultural vehicle.

Article C.4.1.(d) A vehicle with numbers, lettering, display or advertising, including magnetic signage.

Article C.4.1.(e) A vehicle bearing lettering, graphics or other commercial insignia.

Article C.4.1.(f) A vehicle with dual rear axles.

Article C.4.1.(g) Commercial vehicles may carry products or goods for a business or passengers, such as seats to transport more than eight passengers for money, or seats to transport more than 15 passengers, not for money.

Article C.4.1.(h) A vehicle containing flammable or hazardous materials.

Article C.4.1.(i) A vehicle used for providing services to another person or entity for a fee or profit.

Article C.4.1.(k) A vehicle containing ladders, racks, fixed hardware or extended panels.

Article C.4.1.(l) A vehicle with curb weight over 6,001 pounds (2,722 kg).

Article C.4.1.(m) A vehicle that requires Commercial vehicle insurance and/or a Commercial Driver's license (CDL) or Class E license.

Notwithstanding, a commercial vehicle may park on an Owner's driveway while performing services for or on behalf of residents.

Any such vehicle parked or stored in violation of these Rules and Regulations, or other restrictions contained herein or in the Declaration, as they may be amended, may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle. The Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing, and once the notice of violation is posted, neither its removal, nor failure of the owner to receive it, shall be grounds for relief of any kind.

ARTICLE C.5

PETS

No livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats and other generally recognized household pets may be kept, provided that they are reasonable in number, and provided further that they are not maintained or bred for any

commercial purpose and the proper restraint and control are used in the keeping of them (that is, pets must be kept in a confined area unless maintained on a leash).

It is a violation of Orange County Ordinance, Chapter 5.33.a.(1) for a domestic animal owner having charge, care, custody, or control of any domestic animal to permit the domestic animal to run at large, upon any public property, or off the premises of the owner.

Further, it is a violation of Orange County Ordinance, Chapter 5.50.b.(7), if an Owner or Occupant fails to remove any excreta deposited upon public property or another person's private property by any animal within the care, custody, ownership, or control of such person.

ARTICLE C.6

CLOTHES DRYING EQUIPMENT

No outdoor clotheslines or other outdoor clothes drying apparatus shall be permitted on any portion of the Properties, except in a manner so as not to be visible from the front of a Lot or from adjoining Lots or as otherwise approved in writing by the Board.

ARTICLE C.7

TRASH AND GARBAGE COLLECTION

Article C7.1 All rubbish, trash and garbage shall be kept in appropriate containers which are kept either inside a residence or in an area concealed from the view of either the adjacent street or adjoining residences. Storage, collection, and disposal of trash shall be in compliance with the Rules and Regulations set from time to time by the Board.

Article C7.1.(a). Orange County shall issue the only permissible garbage and recycling bins for use to dispose of trash and refuse. Garbage and recycling bins shall be placed at the curb for pickup no more than twelve (12) hours before the scheduled pickup time and shall be removed from the curb no more than twelve (12) hours after the schedule pickup time. At all other times, Garbage and recycling bins shall be stored against the side of the house or in the garage. If stored against the house, it is recommended that the garbage and recycling bins are screened with landscaping and/or partial fencing approved by the architectural committee.

Article C7.1.(b). It is prohibited for Owners or Occupants to leave grass clippings, yard waste, and/or any fallen or trimmed bushes or branches on a Lot. Owners or Occupants must place yard waste in either bags, cans, or tied bundles (3 ft maximum length) and shall be placed on the curb for pickup at the next scheduled pickup. Outside of pickup times, waterproof cans for yard waste shall be stored against the side of the house or in garage. If stored against the house, it is recommended that the waterproof cans used for yard waste are screened with landscaping and/or partial fencing approved by the architectural committee.

Article C7.1.(c). Any Owner or Occupant or their agent performing lawn services to a Lot must remove the bags, waste containers, grass clippings, yard waste, and/or any fallen or

trimmed bushes or branches from the driveway, sidewalk, street, and stormwater drainage area on the same day that lawn services are performed.

Article C7.1.(d). It is hereby prohibited to store or place grass clippings and/or yard waste in stormwater drains as a method of removal. Any Owner or Occupant who causes damage to the stormwater drains or stormwater drainage area as a result of the accumulation of grass clippings or yard waste in said areas shall be liable for any necessitated repairs. The Owner or Occupant shall be responsible for the actions of his or her landscaping company. The Association may also fine and pursue injunctive relief against any Owner or Occupant for failing to comply with this Rule and Regulation. The Owner or Occupant shall pick up any litter left behind by their agent perform lawn services. The burning of trash, leaves or garbage is prohibited.

ARTICLE C.8

SIGNS

Article C8.1.(a) No signs of any type shall be displayed to public view on the Properties or any portion thereof without the prior written consent of the Board, except signs advertising a Lot for sale or rent not exceeding six square feet in size, and except for signage placed on the Properties by the Association. Note: Advertising signs in Architectural Standards. No signs shall be attached to the Association's fences, traffic and/or street signs, lamp posts or trees. Only one directional sign per open house at each intersection.

Article C8.1.(b) House numbers are required for each residence. Numbers should be visible and legible from the street on which the house fronts. The color must contrast with the immediate background material.

Article C8.1.(c) One security sign is permitted in the front yard located either adjacent to the driveway or in close proximity to the front entrance of the main dwelling. Security company signs are also permitted in the windows.

Article C8.1.(d) One Political sign shall only be permitted beginning thirty (30) calendar days prior to an election and shall be removed within five (5) calendar days after an election. Political signs shall be no larger than two (2) feet wide by one and a half (1 ½) feet tall. All political signs shall be maintained and kept in a clean condition that is in compliance with the aesthetic standards of the community.

Article C8.1.(e) An Owner or Occupant may display decorative Military flags in a respectful way on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, not larger than 24 inches x 18 inches.

Article C8.1.(f) In addition to the flag permitted per the above, an Owner or Occupant may display sports, decorative or festive flag in a respectful way on a portable and removal mount on the exterior of the dwelling, or an Owner or Occupant may display unmounted flags in a designated garden area. A mounted decorative or festive flag must be no larger than 24 inches x 18 inches and will be considered in the garden art limitations.

ARTICLE C.9

TRANSMISSION LINES

All public and private telephone and cable television communication services and service lines must be installed or buried underground, where permitted, in accordance with applicable codes that may be imposed.

ARTICLE C.10

TEMPORARY STRUCTURES: ACCESSORY BUILDINGS

No temporary structures or accessory buildings may be erected, placed, or maintained on any portion of the Properties. This includes, but is not limited to, sheds, tree houses, gazebos, pergolas, and other similar structures. All play structures shall be located at the side or rear of the Lot and must not be visible from the street, or on the side portion of the corner Lots within the setback lines. Permanent basketball hoops are not permitted. Portable basketball hoops shall be stored out of view from the street, preferably in the garage, when not in use. Temporary storage containers (PODS) may be used when moving or for repairs and renovations subject to the terms and conditions of Paragraph C.12, below.

ARTICLE C.11

MAINTENANCE

Article C.11.1 Each Lot and all improvements, including landscaping, located thereon shall at all times be kept and maintained in a safe, clean, wholesome, and attractive condition and shall not be allowed to deteriorate, fall in disrepair, or become unsafe or unsightly. In particular, no weeds, underbrush or other unsightly growth, trash, rubbish, refuse, debris, or unsightly objects of any kind shall be permitted or allowed to accumulate on any Lot, and all Lots shall be mowed on a regular basis.

Article C.11.1.(a) Mowed Grass Cleanup

Article C.11.1.(a). (1) It shall be the policy of the Association that the mowed grass be recycled by either bagging for collection by Orange County or left in place on the lawn.

Article C.11.1.(a).(2) Bagged grass may be placed at the curbside for collection by Orange County recycling trucks once per week in accordance with Orange County collection schedule. On all other days of the week grass bags shall remain hidden from view in accordance with Orange County collection regulations and Article C.7 above.

Article C.11.1.(a).(3) Sidewalks and driveways shall be cleared of grass cuttings by sweeping or blowing. Such cuttings should be bagged or returned to the lawn. The grass should not be allowed to flow into the storm drain system

because it will clog our sewer drains.

Article C.11.1.(a).(4) Dumping of grass onto empty lots is prohibited and is subject to Orange County controls on illegal dumping.

Article C.11.1.(b) Maintenance of Landscaping

Article C.11.1.(b).(1) It shall be the policy of the Association that landscaping on any property within Deer Creek Village shall not interfere nor obstruct the public sidewalks and roadway. ~~nor shall any landscaping adjacent property areas without the approval of adjacent homeowners. Therefore, landscaping~~ Landscaping shall be trimmed to the edge of the public sidewalks and roadway. Trees shall be trimmed to a height of eight (8) feet above sidewalks and twelve (12) feet above streets. Nor shall any landscaping enter into adjacent property areas without the approval of adjacent homeowners.

Article C.11.1.(b).(2) Landscaping placed in the public right-of-way shall be the responsibility of the Owner homeowner or occupant placing such landscaping. If ~~the Owner homeowner or occupant~~ denies responsibility for landscaping in the right-of-way abutting their property, the Board will request removal ~~or permission to remove~~ from Orange County.

Article C.11.1.(b).(3) Privacy Hedges and Fencing Guidelines: When property line hedges are intended to serve as privacy hedges, they fall under the same guidelines as fencing rules set forth by the HOA. Owners must ensure that privacy hedges comply with the designated height and design standards specified for fences in the Community. Privacy hedges shall be no more than eight (8) feet in height and must have a setback of at least three (3) feet in order to allow for maintenance on both sides of the hedge. Property line hedges should be positioned and maintained in a manner that does not protrude in front of the house or obstruct the line of sight for pedestrians and drivers. Owners or Occupants are required to keep their property line hedges pruned and maintained in a uniform shape. The hedges should be regularly trimmed to prevent overgrowth, ensure a tidy appearance, and maintain compliance with the 8-foot height limit. Lawns must be mowed, edged, and weeded on a consistent basis, no fewer than two-week intervals. Lawn heights may not exceed four (4) inches and must be free of weeds. Lawns shall be irrigated on a regular basis as permitted by local regulations. Any tree stumps from tree removal must also be removed.

Article C.11.2 In the event the Owner or his lessee of any Lot shall fail to maintain the premises and improvements situated thereon as required by the Declaration and Rules and Regulations of the Association, after thirty (30) days' notice by the Board to the Lot Owner of the maintenance deficiencies, and upon approval of two-thirds (2/3) vote of the Board, the Association ~~shall have the right~~, through its agents and employees, enter upon said lot, through written permission from the owner, to repair, restore or maintain the Lot, any exterior buildings and any other improvements thereon. The entry of such Lot for such purposes shall not constitute a trespass. The cost of such exterior repair, restoration or maintenance shall be added to and become a part of the assessment to which such Lot is subject

Article C11.2.1 Prohibition of Unsightly Objects: No unsightly objects or debris may be left visible on any portion of the Lot. This includes, but is not limited to, portable children's playsets/toys, sporting equipment, ladders, pallets, garden

equipment, and any other items that may detract from the visual appeal of the Community.

Article C11.2.2 Storage and Nighttime Regulation: Portable children's playsets and toys must be brought in at night or after use. Portable Basketball hoops and sporting equipment should be properly stored when not in use, ensuring they are not visible from the street or common areas.

Article C11.2.3 No Hanging Apparatus on trees: No tree swings or rope swings are permitted in the front plane of the home. This rule applies to any swing or hanging apparatus attached to trees or other natural structures.

Article C11.2.4 Garden Art Limitations: Owner or Occupant are allowed to display a maximum of fifteen (15) garden art pieces per house. Garden art pieces include sculptures, decorative structures, and other non-functional ornamental items placed within the Owner's yard. Notwithstanding, no more than one (1) statue, sculpture, decorative structure, and other non-functional ornamental item will be permitted towards the fifteen (15) garden art piece limit. The garden art must be tasteful, in good condition, and should not obstruct the view or access of neighbouring properties. The decorative pots cannot be larger than 36 inches in height, nor can they be wider than 36 inches in width. The decorative pots must be located in a designated garden area immediately adjacent to the dwelling or on the front porch of the dwelling. The items referenced in this paragraph cannot be vulgar or indecent in nature. Vulgar depictions of nudity and/or inappropriate or vulgar language shall not be permitted.

ARTICLE C.12

STORAGE

The Common Property and recreational facility or facilities located thereon (if any) shall not be obstructed nor used for any purpose other than the purposes intended therefor; nor shall any carts, bicycles, carriages, motor vehicles, chairs, tables, or any other similar objects be stored thereon. Temporary storage containers (PODS) that are used when moving or for repairs and renovations are permitted with approval from the Association for not more than fourteen (14) days. Additional time may be granted by the Board if repairs or renovations will extend beyond fourteen (14) days and written documentation is provided by the contractor stating the length of repairs and renovations. The container must be placed and fit entirely on the Owner's driveway and may not block the sidewalk.

ARTICLE C.13

EMPLOYEES

The employees of the Association are not to be sent out by any Owner or Occupant for personal errands. The Board shall be solely responsible for directing and supervising employees of the Association.

ARTICLE C.14

NOISE

No Owner or Occupant shall make or permit any disturbing noises in or about the Common Property and any recreational facility or facilities located thereon by himself or his family, servants, employees, agents, visitors, or licensees, nor permit any conduct by such persons that will interfere with the rights, comforts or conveniences of other Owners or Occupants. No Owner or Occupant shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio or sound amplifier or any other sound equipment on any Lot or on the Common Property and any recreational facility or facilities located thereon in such a manner as to disturb or annoy other Owners or Occupants. No Owner or Occupant shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.

It is a violation of Orange County Ordinance, Chapter 15.184, for a person to produce, cause to be produced, or allow to be produced, by any means, any noise disturbance on any private or public property, including a right-of-way, when such noise is plainly audible or when such noise is measured pursuant to Chapter 15.183 and, where applicable, exceeds the applicable sound level limits set forth in Chapter 15.182. Noise violation shall also be considered nuisance behavior.

ARTICLE C.15

SUPERVISION OF CHILDREN

Children will be the direct responsibility of their parents or legal guardians to ensure ~~, including full supervision of them while within the Common Property or any recreational facility or facilities located thereon and including full compliance by them of these Rules and Regulations and all other Rules and Regulations of the Association.~~

ARTICLE C.16

ANTENNAE

ANTENNAE AND SOLAR PANELS

Article C.16.1. Antennae. No antenna, aerial, or other device for the transmission or reception of television, radio (including amateur or ham radios), or internet signals of any kind will be allowed outside a home, except one antenna or one satellite dish whose installation and use is protected under federal law or regulations. A satellite dish may be no more than thirty-nine inches (39") in diameter. The satellite dish or antenna may be installed in a foundation planting bed in the rear or the side yard, mounted on a pole not to exceed fifty inches (50") in height located no more than three feet (3') from the home. The mounting pole shall be properly landscaped to minimize visibility from the street, and neighboring property. A satellite dish may also be attached low on the rear of the roof of a home. The transmission cable from the service pedestal to the home shall be underground. Any

transmission cable from a receiver to the house shall be secured to the home neatly. Exterior television, satellite dishes or other antennae or aerials are prohibited, unless installed so as to be concealed from public view or as otherwise approved in writing by the Board.

Article C.16.2 Solar Panels. Solar Panels Roof-mounted solar panels and tubes shall be designed to be integral parts of the roof. Their form, location and color shall be compatible with the existing roof. Profiles shall be minimized. Reflective metal components are not permitted. Solar panels may be installed on roof slopes so long as architectural approval is received and permits from local government are obtained and submitted to the Architectural Control Committee as part of the architectural application. Reflective glazing is not permitted. All support and piping for solar collectors shall be enclosed. If the solar panel installation requires adding lines or tubing down the exterior of the home, these lines or tubes may only be installed on the rear (preferred) or side of the home and shall be painted or enclosed to match the color of the home.

Article C.16.1 - Property That Is Affected by This Restriction. This restriction shall apply to all property that is under the jurisdiction of the Deer Creek Village Homeowners' Association, Inc.

Article C.16.2 Prohibited Antennas. Except as provided below, all exterior antennas are prohibited.

Article C.16.3 Permitted Antennas. Pursuant to the directives of attached Section 1.4000, the following exterior antennas (hereinafter referred to as "Permitted Antenna") may now be installed, maintained, and used in Deer Creek Village, as long as the same are installed, maintained, and used in conformance with the restrictions outlined below:

Article C.16.3.(a) — Small Satellite Dish Antenna (DBS Antennas). Dish" Antennas that are designed to receive direct broadcast satellite service, including direct-to-home satellite service, that are one meter (39") or less in diameter, (hereinafter "DBS Antennas") Examples of this type of antenna are the eighteen (18) inch dish antennas that are aimed at a stationary satellite and receive signals directly from that satellite.

Article C.16.3.(b) — Small "Wireless Cable" Antennas (MMDS/wireless cable antennas). Antennas that are designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, and that are one meter (39") or less in diameter or diagonal measurement. (hereinafter "MMDS/wireless cable" antennas). An example of this type of antenna are the small antennas that are marketed by BellSouth as "Digital TV" antennas which are aimed at the SunTrust Building located in downtown Orlando and receive signals from a transmitter located atop that building.

Article C.16.3.(c) Standard "Old Fashioned" Exterior TV Antennas (TVBS antennas). Antennas that are designed to receive television broadcast

signals no matter their size (hereinafter "TVBS antennas").

~~Article C.16.3.(d) — Masts. Masts that support any of the antennas described in A, B, and C above.~~

~~Article C.16.4 Permitted Locations for Permitted Antennas. Subject to the specific location restrictions provided below, Permitted Antennas may only be installed on property within the exclusive use or control of the antenna user, where the user has a direct or indirect ownership or leasehold interest in that property.~~

~~Article C.16.5 Prohibited Locations for Permitted Antennas. Permitted Antennas may not be installed, maintained, or used on any property that does not meet the use, control and ownership/leasehold standards set forth above.~~

~~Article C.16.6 Specific Restrictions for Permitted Antennas. Subject to the variance provisions outlined below to ensure that the following restrictions do not unreasonably delay or prevent the installation, maintenance, or use of the same, unreasonably increase the cost of installation, maintenance, or use of the same or preclude reception of an acceptable quality signal, all as defined by the FCC, the following specific restrictions shall apply to the Permitted Antennas:~~

~~Article C.16.6.(a) — DBS antennas that do not exceed one meter (39") in diameter. It is acknowledged by the Association that DBS antennas must have direct "line of sight" contact with the transmitting satellite to receive an acceptable quality signal. Therefore, it is undisputed that such antennas must be located to permit such contact. Notwithstanding this fact, the following standards must be met, if possible:~~

~~Article C.16.6.(a).(1) The DBS antenna must be placed in a location or be screened so that it cannot be seen from neighboring Lots and by a person six (6) foot tall, while standing on any street or sidewalk adjacent to the Lot upon which the Permitted Antenna is to be erected.~~

~~Article C.16.6.(a).(2) If standard 1 cannot be completely achieved, then it shall be achieved to the maximum extent possible, which shall include, but not be limited to, location of screening devices, placing the antenna at the least conspicuous location and painting the DBS antenna a color that is coordinated with the antenna's background (e.g. if the antenna is to be attached to a structure, it must be painted the same color as the structure, if the antenna is to be placed in the yard, then it must be painted a color which will make it blend in with the background landscaping). Painting will not be required if to do so will invalidate any existing warranty on the antenna but will be required if the warranty will not be invalidated by such action, if a paint that will not invalidate the warranty is reasonably available or if the warranty has expired.~~

~~Article C.16.6.(a).(3) If a mast is required in order for the DBS antenna to achieve line of sight contact with the satellite, it must be no taller than is necessary to receive an acceptable quality signal and must~~

~~meet the same standards outlined above.~~

~~Article C.16.6.(a).(4) Roof top tripods are not permitted.~~

~~Article C.16.6.(b) --- MMOS/wireless cable antennas that are one meter (39") or less in diameter or diagonal measurement. It is acknowledged by the Association.~~

~~that MMOS/wireless cable antennas must have direct "line of sight" contact with the transmitting source to receive an acceptable quality signal. Therefore, it is undisputed that such antennas must be located and placed at a height that will permit such contact. Notwithstanding this fact, the following standards must be met:~~

~~Article C.16.6.(b).(1) The antenna must be placed in a tree.~~

~~Article C.16.6.(b).(2) If 1 is not possible and if structurally possible, the antenna must be attached to the chimney of the home.~~

~~Article C.16.6.(b).(3) If numbers 1 & 2 are not possible, the antenna must be attached directly to the house at a peaked area, on the rear or side of the house.~~

~~Article C.16.6.(b).(4) If a mast is required in order for the MMDSAA/wireless cable antenna to achieve line of sight contact with the transmitting source, it must be no taller than is necessary to receive an acceptable quality signal and must meet the same standards outlined above.~~

~~Article C.16.6.(b).(5) Roof top tripods are not permitted.~~

~~Article C.16.6.(c) --- TVBS Antennas. Because TVBS antennas do not need direct "line of sight" contact with the transmitting source, they will be treated differently than the DBS and MMDS antennas. Therefore, the following standards must be met.~~

~~Article C.16.6.(c).(1) The TVBS antenna must be located on the rear of the house.~~

~~Article C.16.6.(c).(2) If a mast must be used, it may not be taller than is necessary to obtain an "optimal quality signal" as the same is defined by the FCC.~~

~~Article C.16.6.(c).(3) Roof top tripods are not permitted.~~

~~Article C.16.7 Safety Requirements. No Permitted Antenna may be installed if the same shall violate any governmental safety requirements.~~

~~Article C.16.8 Variances from The Restrictions for Permitted Antennas. Any person who is qualified to erect a Permitted Antenna may disregard the above stated restrictions to~~

the extent necessary:

~~Article C.16.8.(a) — To ensure that they can receive an acceptable quality signal as defined by Section 1.4000 and FCC's Reports, Opinions and Orders.~~

~~Article C.16.8.(b) — To avoid unreasonable delay in or prevention of the installation, maintenance or use of the antenna as defined by Section 1.4000 and FCC's Reports, Opinions and Orders.~~

~~Article C.16.8.(c) — To avoid unreasonably increases in the cost of installation, maintenance or use of the antenna as defined by Section 1.4000 and FCC's Reports, Opinions and Orders.~~

~~Any person utilizing this variance provision must allow access by the Association to the antenna and other portions of their property at reasonable times so that the Association may make its own determination whether such variances are necessary. If such variance is not necessary, the antenna must be brought into compliance with these restrictions to the extent possible.~~

~~Article C.16.9 Notice of Installation. In order to ensure that no installation of a Permitted Antenna will violate the above restrictions, thereby avoiding possible enforcement actions, all persons who wish to install, maintain, use, or move a Permitted Antenna (installation) must contact the Association prior to the installation of the same. Forms for such notice shall be available from the Association. The Association will devise an expedited procedure for handling notifications so that the process does not unreasonably delay any such installations or alterations.~~

~~Article C.16.10 Number of Permitted Antennas. Only those Permitted Antennas that are needed in order to receive an acceptable quality signal or are necessary to receive all video programming available for reception in the viewer's viewing area may be installed, maintained, or used on each Lot. No antennas will be permitted to remain on a Lot if they are merely duplicative and not necessary for the reception of video programming.~~

~~Any person claiming that more than one antenna is necessary per Lot must allow access by the Association to the antennas and other portions of their property at reasonable times so that the Association may make its own determination whether more than one antenna is needed as provided above. Those antennas found to be merely duplicative and not necessary for the reception of video programming must be immediately removed.~~

~~Article C.16.11 Enforcement of This Restriction.~~

~~Article C.16.11.(a) — The Association may enforce section 2 of this restriction in any fashion permitted by law, including the imposition of fines.~~

~~Article C.16.11.(b) — The Association may enforce the remaining sections of this restriction in any fashion permitted by Section 207 and Section 1.4000, including the filing of an action in the County or Circuit Courts in and for Orange County, as applicable. However, no fines, fees or other penalties will~~

~~accrue against any antenna user except as permitted by Section 207 and Section 1.4000.~~

ARTICLE C.17

WELLS

No wells for the supply of water shall be located, constructed, or used within the Properties other than those for the sole purpose of lawn watering and irrigation. Permits are required from the Water Management District prior to the installation of any well, as well as ACC approval.

ARTICLE C.18

ARCHITECTURAL CONTROL

Article C.18.1 All structures other than those residences or structures erected, constructed or placed on the Lots or within the Properties ~~by or with the approval of the Developer~~ must be substantially completed in accordance with the plans and specifications approved by the Board or any architectural committee designated by the Board as set forth in Article DC 8 of the Declaration within twelve (12) months after commencement of construction, except that the Board may grant extensions where such completion is impossible or is the result of matters beyond the control of the Owner, such as strikes, casualty losses, national emergency or acts of God.

Article C.18.2 Architectural standards and application procedures are set by the Board and all architectural improvements must adhere to these standards and require Architectural approval. by the Board or any architectural committee designated by the Board, Owners should contact the Association Management Company or Architectural Control Committee for the latest version of these architectural standards, procedures, Architectural Improvement applications and application procedures.

ARTICLE C.19

STREET LIGHTING

Street Lighting shall be regulated by Orange County. ~~The Developer intends to cause the formation of municipal service taxing unit for the purposes of providing street lighting to the Properties. If formed, all Lots within the Properties shall be within a street lighting district pursuant to which street lighting services will be provided and taxes therefore levied pursuant to applicable governmental regulations.~~

ARTICLE C.20

VALENCIA DRAINAGE DISTRICT

VALENCIA DRAINAGE DISTRICT / BODIES OF WATER

Article C20.1 Valencia Drain District As provided in Article DC 3.5 of the Declaration, the Developer intends to convey to Valencia Drainage District certain tracts of lands designated on the subdivision plat or plats of the Properties which are now of record or may hereafter be recorded in the Public Records of Orange County, Florida. Such tracts shall be used as retention/detention ponds, or for such other use as may be indicated on such plat or plats, as part of the surface water drainage system, and such tracts shall be maintained by Valencia Drainage District. All Lots in the Properties shall be within Valencia Drainage District pursuant to which such services shall be provided, and taxes levied therefore in accordance with applicable governmental regulations. In no event shall any ponds or retention areas within the Properties be used for bathing, boating, or swimming.

Article C20.2 Bodies of Water. Deer Creek Village bodies of water are maintained through Water Management Districts or the Homeowners Association. The following rules apply to all Bodies of water within Deer Creek Village.

Article C.20.2.(a) No owner, resident, tenant, or guest is permitted to enter into or swim in any bodies of water located on the Common Areas, including but not limited to retention ponds, lakes, and / or streams.

Article C.20.2.(b) No owner, resident, tenant, or guest is permitted to boat or insert a boat, vessel, canoe, paddle boat, raft, jet ski, toys, toy boats or floats, whether motorized or not, be placed into the retention ponds, lakes, streams and/or other bodies of water located on the Common Areas.

Article C.20.2.(c) No owner, resident, tenant, or guest is permitted to fish and/or remove wildlife from the retention ponds, lakes, streams and/or other bodies of water located on the Common Areas except as stated herein. Fishing is permitted solely for the Owner or Occupant and their accompanied guests. Only individuals who own/lease property within Deer Creek Village are allowed to fish within their side property lines only. However, fish may not be removed from any body of water (catch and release only). Fishing is permitted at the entrances where the waterways meet the street. At no time is wandering/fishing past these points permitted and all fish must be released back into the body of water.

Article C.20.2.(d) No owner, resident, tenant, or guest is permitted to feed, entice to feed, endanger, or harass the wildlife, including but not limited to birds, ducks, alligators, and deer.

Article C.20.2.(e) No one is permitted to walk around any body of water in Deer Creek Village. No Owner or Occupant is permitted to fish behind any private property and/or Owner's Lot except his own.

Article C.20.2.(f) No one is permitted to use waterways for irrigation without a permit from the Water Management District.

Article C.20.2.(g) Article DC3.5 declares that No buildings, fences, structures, or plantings shall be built erected, placed, or maintained within Valencia Water Management District Easement and no Owner or Occupant shall in any manner obstruct, impede or interfere with the rights and duties the Valencia Water Management District and its easements.

Article C.20.2.(h) No Owner or Occupant may clear/remove any vegetation in the conservation area or waterway in violation of the local government ordinances, conservation easements, and/or water management permits.

Article C.20.3 Enforcement of Rules. The Rules stated herein regarding body of waters may be enforced by the Association and/or local government agencies.

ARTICLE C.21

PD RESTRICTIONS

As provided in Article DC 7.5 of the Declaration, each Owner and Occupant shall comply with the provisions of the PD restrictions. The PD restrictions, as currently in force, prohibit fencing, pools, recreational vehicles, and accessory buildings on Lots within the Properties unless approved by the Architectural Control Committee

ARTICLE C.22

APPLICABILITY OF RULES AND RESTRICTIONS

These Rules and Regulations shall not apply the Developer, its agents, employees, and contractors (under any circumstances whatsoever), or to Institutional Mortgagees, nor to the Lots owned by either the Developer or such Institutional Mortgagees. All of these Rules and Regulations shall apply, however, to all other Owners and Occupants even if not specifically so stated in portions hereof. The Board shall be permitted (but not required) to grant temporary relief to one or more Owners or Occupants from specific Rules and Regulations upon reasonable written request therefore and good cause shown in the sole opinion of the Board.

ARTICLE C.23

COMPLAINTS, DETERMINATION OF VIOLATION AND PROCESSING

Article C.23.1 Submission of Complaints and Violation. The Association through its Directors, Committees or Management Agent ("Association's Agents") shall inspect Lots to ensure compliance with the Declaration, the Association's Rules and Regulations, the Architectural Guidelines and/or other Governing Documents. A violation may be initiated if a violation of the aforementioned documents is observed, or a written complaint is received from a resident and the Lot is verified as non-compliant by the Association's Agents. The Architectural Committee may identify violations to the Association's Agents to initiate a violation for violations of the Architectural Guidelines.

Article C.23.2. First Notice of Violations. If a Lot is determined to be non-compliant, First Notice shall be mailed or electronically sent by the Association's Agents to the Owner or Occupant which shall provide for a reasonable timeframe compliance and which shall specifically cite the violations. It is the responsibility of the Owner to update his or her mailing address, and all mailings shall be deemed delivered to the Owner upon mailing to the last provided address. If the required remedial action to resolve the violation has not been taken by the allotted timeframe or the Association's Agents have not been contacted by the Owner or Occupant, a Second Notice of Violation shall then be mailed to the Owner and Occupant. If the Owner or Occupant cures the violation but subsequently becomes non-compliant for the same violation within a 12-month period, the subsequent violation shall be initiated with a Second Notice of Violation.

Article C.23.3 Second Notice of Violation. If a Lot remains non-compliant after the expiration of the First Notice or a subsequent violation occurs for the same issue within a 12-month period, the Owner or Occupant shall be mailed by the Association's Agents a Second Notice of Violation. Said notice shall provide the Owner with a reasonable timeframe to bring the violation into compliance. If the required remedial action to resolve the violation has not been taken by the allotted timeframe or the Association's Agents have not been contacted by the Owner or Occupant, the matter shall be forwarded to the Board of Directors for consideration of formal action. The Board of Directors may take one or more (or all) of the following actions:

Article C.23.3.(a) Mail the Owner or Occupant a Second Notice of Violation providing a reasonable timeframe to bring the violation into compliance.

Article C.23.3.(b) Refer matter before the Association's Fining Committee with at least 14-days' notice of the hearing where a fine can be issued per violation as set by Schedule B-Article B.12.(c).(5).(A).

Article C.23.3.(c) Refer matter before the Association's Fining Committee with at least 14-days' notice to suspend the use rights of the Owner's or Occupant's and/or residents to the amenities, including deactivation of the key fob for pool access, until such time that the violation is cured by the Owner; and/or

Article C.23.3.(d) Refer the matter to legal counsel for further legal action, including but not limited to presuit mediation and the filing of an Arbitration and/or Complaint for Injunctive Relief. The Owner or Occupant shall be liable for any attorneys' fees incurred by the Association if the Association is the prevailing party.

Article C.23.4 Fining and/or suspensions. If the Association wishes to pursue a fine and/or a suspension of use rights pursuant to Article C.23.2, they shall use the following procedures:

Article C.23.4(a) The Association shall send a First Notice and a Second Notice of Violation letter prior to the initiation of a fine and/or suspension.

Article C.23.4(b) If the Owner or Occupant fails to correct the violation, the Board, at its next scheduled Board of Directors meeting, may issue a proposed fine and/or a suspension of use rights to the Association's Common Area recreational amenities. The proposed fine shall be set by Schedule B-Article B.12.(c).(5).(A).

Article C.23.4(c) The Board must notify the Owner or Occupant with written notice at least fourteen (14) days prior to the hearing of the Fining Committee. At the hearing, the Fining Committee will determine whether the proposed fine and/or suspension of use rights will be imposed against the Lot. The proposed fine shall be identified in the letter.

Article C.23.4(d) To impose a fine or suspension of use rights, the Fining Committee

must approve the fine by a majority vote at the hearing. The Fining Committee may not increase or decrease the amount of the fine but must either approve or reject the fine in its entirety. The role of the Fining Committee is limited to determining whether to approve or reject the fine at the hearing and/or whether to accept or reject the recommended suspension of use rights.

Article C.23.4(e) The Fining Committee must consist of at least three (3) members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. (Schedule B.12.(b))

Article C.23.4(f) At the hearing, the alleged violation shall be presented to the Fining Committee. The Owner or Occupant must be given an opportunity to appear and speak at the hearing, which may be conducted through virtual means or over the phone. The Fining Committee, in its sole discretion, shall determine whether to impose the fine amount or the suspension of use rights. Alternatively, the Fining Committee may continue the matter if further investigation is required.

Article C.23.4(g) After the hearing is adjourned, the Fining Committee shall notify the Association in writing following the hearing of its decision to either approve or reject the fine and/or the suspension.

Article C.23.4(h) The Association must notify the Owner in writing of the imposition of the fine and/or suspension within five (5) days and include in said notice that the fine must be paid within fifteen (15) days after notice of the approved fine is provided to the parcel Owner, and if applicable, to any occupant, licensee, or invitee of the parcel Owner. The Association shall provide written notice of such fine or suspension by mail and, if applicable, to any occupant, licensee, or invitee of the parcel Owner. If a suspension of use rights is issued, the Owner or Occupant may be trespassed from the Common Areas recreational amenities.

Article C.23.4(i) Fining and suspension of use rights are not the exclusive remedy of the Association. The Association may pursue additional relief against an Owner or Occupant who fails to comply with the Declaration and/or Rules and Regulations of the Association and seek reasonable attorneys' fees against the Owner or Occupant for any action in which the Association is the prevailing party.

~~Article C.23.1 (a) Association Members. Any Member may submit a complaint alleging violation of the rules, procedures, and policies of the Association. Such complaints should be written, signed by the Member, and submitted to the Board through the Agent or property manager. Alternatively, the complaint may be submitted to a director who will refer it to the Association Agent/property manager. Anonymous complaints and verbal complaints may be accepted and investigated at the sole discretion of the Board.~~

~~Any Director may submit a written or verbal complaint to the Agent or property manager based upon his/her personal observation.~~

~~Article C.23.1. (b) Tenants.~~ Tenants who wish to submit a complaint must refer their complaint to their landlord. The homeowner landlord may sponsor the complaint or request the Board to deal directly with the tenants. The Board may require a written release from the landlord so as not to jeopardize the landlord - tenant relationship.

~~Complaints against persons who are tenants shall follow the process in Article 23.3.~~

~~Article C.23.2 Enforcement — Members.~~ The Board on behalf of the Association membership will enforce all rules, regulations, and procedures of the Covenants, enacted by the membership, or enacted by the Board. Enforcement shall consist of a three (3) step process:

~~Article C.23.2.(a) — Step 1.~~

~~Article C.23.2.(a)(1)~~ The Association Agent or contract property manager, upon notice of complaint or violation, shall review the file of the defendant homeowner.

~~Article C.23.2.(a)(2)~~ If this is an initial complaint or violation, the agent/community association property manager shall send a letter stating the violation and references to the defendant homeowner. *Exhibit A* is a sample format letter approved by the Board. This letter shall remain part of the homeowner's title unless removed by an appeal process.

The homeowner is expected to correct and not repeat the violation. The homeowner may appeal to the Board for relief at any business meeting or may request a separate hearing. See "APPEAL PROCESS".

~~Article C.23.2.(a)(3)~~ If this is a second and subsequent occurrence of the violation for the defendant homeowner, the agent/property manager shall refer the violation to the Board for Step 2 and/or Step 3.

~~Article C.23.2.(b) — Step 2.~~

~~Article C.23.2.(b)(1)~~ The Board of Directors, upon referral of violation by the agent/community association property manager shall review the file of the defendant homeowner.

~~Article C.23.2.(b)(2)~~ If this is a second violation, the Directors shall decide to issue a contempt citation and direct the president or community association manager to send a letter so stating to the defendant homeowner. The letter shall be sent:

"Certified — Return Receipt Requested"

The citation for contempt shall carry with it a suspension of the right to

~~vote as well as a suspension of the right to use Association recreational facilities. Exhibit B is a sample format letter approved by the Board. This letter shall remain part of the homeowner file unless removed by an appeal process.~~

~~The homeowner is expected to correct and not repeat the violation. The homeowner may appeal to the Board for relief, to include relief from suspensions, at any business meeting or may request a separate hearing. See "APPEAL PROCESS".~~

~~Article C.23.2.(b).(3) If this is a third occurrence of the violation for the defendant homeowner, the Board shall refer the violation to the Association Attorney for Step 3. Initiation of Step 3 shall make the defendant homeowner liable for all costs to the Association for Steps 1 and 2 as well as step 3.~~

~~Article C.23.2.(b).(4) The cost of this step, should the defendant homeowner become liable for repayment of Association costs, which shall be the cost of the prevailing rate per the Association's management contract, shall be \$25.00.~~

~~Article C.23.2.(c) — Step 3.~~

~~Article C.23.2.(c).(1) The Association Attorney, upon referral of violation, shall review the file of the defendant homeowner.~~

~~Article C.23.(a) Association Members. Any Member may submit a complaint alleging violation of the rules, procedures, and policies of the Association. Such complaints should be written, signed by the Member, and submitted to the Board through the Agent or property manager. Alternatively, the complaint may be submitted to a director who will refer it to the Association Agent/property manager. Anonymous complaints and verbal complaints may be accepted and investigated at the sole discretion of the Board.~~

~~Any Director may submit a written or verbal complaint to the Agent or property manager based upon his/her personal observation.~~

~~Article C.23.1.(b) Tenants. Tenants who wish to submit a complaint must refer their complaint to their landlord.~~

~~Article C.23.2.(c).(2) He shall initiate appropriate legal action to remedy the violation and shall so notify the defendant homeowner by letter sent "Certified Return Receipt Requested". The letter sent to the homeowner shall contain a reference to the liability of the homeowner for all costs incurred or to be incurred by the Association to complete action and correct the violation.~~

~~Article C.23.2.(c).(3) The homeowner is expected to correct the violation and to repay all Association costs incurred.~~

~~Article C.23.2.(c)(4) The defendant homeowner may appeal to the Board for relief at any business meeting or may request a separate hearing. Initiation of an appeal shall cause the process of Step 3 to halt temporarily until the appeal is resolved. See "APPEAL PROCESS".~~

~~Article C.23.2.(c)(5) The cost of this step will be the sum of attorney fees, legal fees, court costs, other costs accruing to the Association to resolve the violation plus the costs for Steps 1 and 2, above. Regardless of appeals, letters of action by the Association pertaining to this violation will not be removed from the homeowner file until all costs have been repaid or otherwise resolved.~~

~~Article C.23.3 Enforcement - Tenants. Homeowner landlords are responsible to the Association for the conduct and behavior of their tenants. The Board on behalf of the Association membership will enforce all rules, regulations, and procedures of the Covenants, enacted by the membership, or enacted by the Board. Enforcement shall consist of a three (3) step process.~~

~~Article C.23.3 (a) Step 1.~~

~~Article C.23.3.(a)(1) The Association agent or contract community association property manager, upon notice of complaint or violation, shall review the file of the homeowner landlord.~~

~~Article C.23.3.(a)(2) If this is an initial complaint or violation, the agent/ community association property manager shall send a letter stating the violation and references to the homeowner landlord and a copy to the tenant occupants. Exhibit C is a sample format letter approved by the Board. This letter shall remain part of the homeowner file unless removed by an appeal process.~~

~~The homeowner landlord is expected to correct the violation and ensure that no further violations occur. The homeowner landlord may request the Board to deal directly with the tenants by identifying tenants by name.~~

~~The homeowner landlord may appeal to the Board for relief at any business meeting or may request a separate hearing. See "APPEAL PROCESS".~~

~~Article C.23.3.(a)(3) If this is a second and subsequent occurrence of the violation for the homeowner landlord/tenants, the Agent/property manager shall refer the violation to the Board for Step 2 and/or Step 3.~~

~~Article C.23.3.(b) Step 2.~~

~~Article C.23.3.(b)(1) The Board of Directors, upon referral of violation by the Agent/property manager, shall review the file of the~~

homeowner landlord.

~~Article C.23.3.(b).(2) If this is a second violation, the Directors shall decide to issue a contempt citation and direct the Secretary/community association President/property manager to send a letter so stating to the homeowner landlord and a copy to the tenant occupants. The letter to the landlord shall be sent.~~

"Certified - Return Receipt Requested"

~~The citation for contempt shall carry with it a suspension of the right to vote as well as a suspension of the right to use Association recreational facilities. Exhibit D is a sample format letter. Approved by the Board. This letter shall remain part of the homeowner/landlord file unless removed by an appeal process.~~

~~The homeowner landlord is expected to correct the violation and to consider the tenants to have breached the terms of the lease per Article DC7.7 of the Declarations. The homeowner landlord may appeal to the Board for relief and reinstatement of recreational use at any business meeting or may request a separate hearing. See APPEAL PROCESS".~~

~~Article C.23.3.(b).(3) If this is a third occurrence of the violation for the homeowner landlord, the Board shall refer the violation to the Association Attorney for Step 3. Initiation of Step 3 shall make the homeowner landlord liable for all costs to the Association for Steps 4 and 2 as well as Step 3.~~

~~Article C.23.3.(b).(4) The cost of this step, should the homeowner landlord become liable for repayment of Association costs, which shall be the cost of the prevailing rate per the Association's management contract, shall be \$25.00.~~

Article C.23.3.(c) — Step 3.

~~Article C.23.3.(c).(1) The Association Attorney, upon referral of violation, shall review the file of the homeowner landlord.~~

~~Article C.23.3.(c).(2) He shall initiate appropriate legal action to remedy the violation and to cause the homeowner landlord to evict the tenants who are the cause of the violation. He shall so notify the homeowner landlord by letter sent "Certified - Return Receipt Requested" and send a copy to the tenant. The letter sent to the homeowner landlord shall contain a reference to the liability of the homeowner for all costs incurred or to be incurred by the Association to complete action and correct the violation.~~

~~Article C.23.3.(c).(3) The homeowner landlord is expected to correct the violation, to evict the tenants' causing violations and to repay all~~

Association costs incurred.

~~Article C.23.3.(c).(4) The homeowner/landlord may appeal to the Board for relief at any business meeting or may request a separate hearing. Initiation of an appeal shall cause the process of Step 3 to halt temporarily until the appeal is resolved. See "APPEAL PROCESS".~~

~~Article C.23.3.(c).(5) The cost of this step will be the sum of attorney fees, legal fees, court costs, other costs accruing to the Association to resolve the violation plus the costs for Steps 1 and 2, above. Regardless of appeals, letters of action by the Association pertaining to this violation will not be removed from the homeowner file until all costs have been repaid or otherwise resolved.~~

~~Article C.23.4 Enforcement—Architectural Violations. Homeowners are expected to comply with the Declaration and to apply for and receive approval before initiating or installing any architectural changes. Adjacent homeowners and the Architectural Review Committee (ARC) may initiate complaints for noncompliance with the Architectural rules adopted by the Association. Enforcement consists of a three-(3) step process:~~

~~Article C.23.4.(a) Step 1.~~

~~Article C.23.4.(a).(1) The Association agent or contract property manager, upon notice of complaint from the ARC, shall review the file of the defendant homeowner.~~

~~Article C.23.4.(a).(2) If this is an initial complaint, the agent/property manager shall send a letter stating the violation and ARC references to the defendant homeowner. Exhibit E is a sample format letter approved by the Board. This letter shall remain part of the homeowner file unless removed by an appeal process.~~

~~The homeowner is expected to correct the complaint by removing the architectural change. The homeowner may also be requested to cease installation of an unapproved project. The homeowner may appeal to the Board for relief at any business meeting or may request a separate hearing. See "APPEAL PROCESS".~~

~~Article C.23.4.(a).(3) If this is a second and subsequent occurrence of the violation for the defendant homeowner, the agent/property manager shall refer the violation to the Board for Step 2 and/or Step 3.~~

~~Article C.23.4.(b) Step 2.~~

~~Article C.23.4.(b).(1) The Board of Directors, upon referral of an ARC violation by the Agent/property manager, shall review the file of the defendant homeowner.~~

~~Article C.23.4.(b).(2) If this is a second violation, the Directors shall decide to issue a contempt citation and direct the Secretary/community association President/ Property Manager to send a letter so stating to the defendant homeowner. The letter shall be sent.~~

"Certified – Return Receipt Requested"

~~The citation for contempt shall carry with it a suspension of the right to vote as well as a suspension of the right to use Association recreational facilities. Exhibit F is a sample format letter approved by the Board. This letter shall remain part of the homeowner file unless removed by an appeal process.~~

~~The homeowner is expected to restore the property by removing the architectural change. The homeowner may appeal to the Board for relief, to include relief from suspensions, at any business meeting or may request a separate hearing. See "APPEAL PROCESS".~~

~~Article C.23.4.(b).(3) If this is a third occurrence of the violation for the defendant homeowner, the Board shall refer the violation to the Association Attorney for Step 3. Initiation of Step 3 shall make the defendant homeowner liable for all costs to the Association for Steps 1 and 2 as well as Step 3.~~

~~Article C.23.4.(b).(4) The cost of this step, should the defendant homeowner become liable for repayment of Association costs, which shall be the cost of the prevailing rate per the Association's management contract, shall be \$25.00.~~

Article C.23.4.(c). Step 3:

~~Article C.23.4.(c).(1) The Association Attorney, upon referral of an ARC violation, shall review the file of the defendant homeowner.~~

~~Article C.23.4.(c).(2) He shall initiate appropriate legal action to remedy the ARC violation and shall so notify the defendant homeowner by letter sent "Certified – Return Receipt".~~

~~The letter sent to the homeowner shall contain a reference to the liability of the homeowner for all costs incurred or to be incurred by the Association to complete action and correct the violation.~~

~~Article C.23.4.(c).(3) The homeowner is expected to correct the violation and to repay all Association costs incurred.~~

~~Article C.23.4.(c).(4) The defendant homeowner may appeal to the Board for relief at any business meeting or may request a separate hearing. Initiation of an appeal shall cause the process of Step 3 to halt temporarily until the appeal is resolved. See "APPEAL~~

~~PROCESS".~~

~~Article C.23.4.(c).(5) The cost of this step will be the sum of attorney fees, legal fees, court costs, other costs accruing to the Association to resolve the violation plus the costs for Steps 1 and 2, above. Regardless of appeals, letters of action by the Association pertaining to this violation will not be removed from the homeowner file until all costs have been repaid or otherwise resolved.~~

~~Article C.23.5 Appeals Process. All members of the Deer Creek Association shall have the right to appeal to the Board for relief from a process of violation. The appeal should be in writing and directed to the Board. However, a defendant homeowner or homeowner landlord may appear at any business meeting to request an appeal. The Board, at its discretion, may choose to review the appeal or grant a special hearing. In stating his appeal, a homeowner or homeowner landlord may request that upon resolution and repayment of costs incurred, all letters pertaining to the violation and all suspensions of vote and recreational use be removed from the file.~~

~~Article C.23.6 Waivers and Exemptions. It is not the intent of the Board to harass, impede or interfere in the lives and actions of the homeowners, homeowner landlords or tenants. Enforcement is intended to rectify recurrent and offensive actions or to prevent actions from occurring. The Board recognizes that misunderstandings may occur. Therefore, the Board will use waivers and exemptions to grant temporary relief on a case-by-case basis should the circumstances, at the sole discretion of the Board, merit relief.~~

~~Article C.23.6.(a) Waivers. A waiver will stop the violation process for the time period specified and will be reviewed upon its expiration. To the extent that a homeowner can identify a need for temporary relief from rules, procedures, and policies, he may request a waiver from the Board. The Board will review the request for waiver, the situation, and pertinent facts. If the Board decides to grant a waiver, they shall also set the date and time for expiration. Waivers may be granted to homeowner landlords. Tenants will not be granted waivers.~~

~~Article C.23.6.(b) Exemptions. An exemption is relief granted to a specific homeowner and residence until sale, transfer, or other change in ownership. An exemption shall continue for a surviving spouse and shall not be considered a change in ownership. Exemptions may be granted upon request by a homeowner dependent solely upon the facts of the situation. Exemptions will be considered for physical changes in standards with which homeowners may not be economically reasonable to comply. Exemptions may be granted to remedy situations otherwise found to be violations but were not properly resolved by Boards past and present. Exemptions may be granted to homeowner landlords. Tenants will not be granted exemptions.~~

~~Article C.23.6.(c) General Exemptions. A general exemption is relief granted to the entire Community and membership in common. The Board from time to time may decide that enforcement of particular rules and procedures is not feasible or is not in the current best interest of the members. The Board may at any time decide to rescind any such general exemptions. The following general exemptions exist.~~

~~Article C.23.6.(e)(1) General Exemption — Landscaping. All homeowners may landscape without filing for the express approval of the Association. Complaints concerning landscaping will be accepted and the absence of record of approval may be used against the defendant homeowner.~~

~~Article C.23.6.(e)(2) General Exemption — Parking of Private Motor Vehicles. The Board recognizes that many homeowner families and tenants have multiple private motor vehicles that cannot all fit into garages and driveways. Therefore, a general exemption is granted to allow private motor vehicle parking on streets in Deer Creek. These motor vehicles must be parked in compliance with Orange County ordinances.~~

Article C.23.7 Article C.23.5 Definitions of Key Terms.

Article C.23.5.(a) Orange County Right-of-way is that area extending from and including the sidewalk to the street.

Article C.23.5.(b) Overnight means a period of time that includes 12 AM through 6 AM. EXAMPLE: A vehicle that is in the same location during the period defined will be deemed to have been parked overnight.

Article C.23.5.(c) Prohibited Vehicles. Certain vehicles are prohibited by both the Orange County PUD restrictions as well as Association Covenants, Articles, and Bylaws. These are motor homes, trucks, commercial vehicles, trailers, and recreational vehicles. The following exceptions apply:

Article C.23.5.(c).(1) When parked wholly within the owner's a homeowner's garage.

Article C.23.5.(c).(2) Parked or stored within an area designated by the Association for that purpose. NOTE: Deer Creek Village does not currently have such an area.

Article C.23.5.(c).(3) Temporary to service a home or project.

~~Article C.23.7.(c).(4) All vehicles belonging to the Developer and sub-contractors.~~

Article C.23.7(d) Article C.23.5.(d) Definitions of Prohibited Vehicles.

1. Motor homes - any motor vehicle built or modified to provide a living environment either independently or when connected to auxiliary water and electrical services.

EXEMPTIONS: trucks of less than one ton capacity for the private use of the owner and having only one rear axle with

single tires and not otherwise adapted or modified for commercial use are not subject to this definition.

2. Commercial Vehicles - ~~defined in Article C.4. any motor vehicle commercially owned and labeled with advertising, any motor vehicle used to generate income, any vehicle built with external storage racks and equipment to generate income or any motor vehicle with a commercial vehicle tag.~~
3. Trailers - any non-motorized vehicle that may be used to haul cargo, to provide a living environment, to provide mobility for other vehicles or to generate income when attached to or detached from a towing vehicle. Such vehicles are also considered hazardous to the safety of vehicle and pedestrian traffic on our streets because they generally lack safety markers and devices to restrict accidental movement or are over size greater than autos.
4. Recreational Vehicles-(on road, off-road, and water) any motorized vehicle whose purpose is for recreation or contests, any motorized vehicle that would otherwise be prohibited from highway use, boats (and rafts), non-motorized vehicle providing a living environment or non-motorized water vehicles.

EXAMPLES: Zions, sprinter vans, ATVs, go-karts, dismantled camper shells, SKI-DOOs, pedal-boats, racing cars, "monster" vehicles with oversized tires.

ARTICLE C 24

CONDUCT OF BUSINESS, SPECIAL AND ANNUAL MEMBERSHIP MEETINGS

Article C.24.1 Conduct of Board Monthly Business and Special Meetings.

Article C.24.1(a) Roberts Rules of Order shall govern the conduct of the meeting.

Article C.24.1(b) The agenda for the monthly business meeting shall be set in advance at a working session and shall be posted prominently so that the Members will have due notice.

Article C.24.1(c) The Members may request agenda time for a topic upon which they desire Board action. Such a request must be submitted to the Secretary or property manager in time for the working session.

Article C.24.1(d) The agenda shall include Board attendance, minutes of prior meetings, Treasurers Report, Committee Reports, Management Report, old business, new business, open session, and adjournment

Article C.24.1(e) Members not otherwise scheduled may present topics to the Board during the open session. The Board will take notice of the presentation but will not normally perform any other action. If action by the Board is desired, such action may be scheduled for a public hearing on the next monthly business meeting

Article C.24.1(f) Issues and motions before the Board shall first be discussed by the Directors. The President may then open the discussion for comments from the Members present. Each Member shall be requested to identify themselves for the record. Tenants shall identify themselves as they may be denied to participate in the issue. The President may limit Member discussion. Following Member comments, the Directors shall be allowed final questions and comments. The President will then call for the vote.

Article C.24.1(g) The agenda for any special meeting may be announced if time permits. The special meeting shall otherwise be conducted in accordance with the preceding procedures.

Article C.24.2 Conduct of Annual Membership and Special Meetings.

Article C.24.2.(a) Roberts Rules of Order shall govern the conduct of the meeting.

Article C.24.2.(b) The President of the Association shall preside.

Article C.24.2.(c) The agenda for the meeting shall be set in advance at a working session and shall be made available to each Member.

Article C.24.2.(d) Attendance shall be recorded in the minutes as:

Article C.24.2.(d).(1) Number of Members present;

Article C.24.2.(d).(2) Number of Members present by proxy;

Article C.24.2(d)(3) Number of Members denied voting rights by reason of arrears in payment of assessments; and,

Article C.24.2(d)(4) Statement of the quorum.

Article C.24.2(e) After review of the minutes of the last Annual Membership meeting and review of the Treasurer's report, the membership shall first determine the number of Directors for the next session of the Board.

Article C.24.2(f) Candidates for Director shall be entered into nomination by the Secretary and then nominations from the membership shall be accepted until nominations are closed.

Article C.24.2(g) The membership shall next vote for the nominees in accordance with the number of director's set above.

Article C.24.2(h) During the count of the vote, the business of the membership shall continue.

Article C.24.2(i) Members wishing to present questions, motions or other business shall first wait to be recognized at the place designated by the President. When recognized, they shall identify themselves for the record and benefit of the membership.

Article C.24.2(j) The final order of business shall be the announcement of voting results for the nominees. Each nominee shall be announced, and the number of votes received. In case of a tie for the directorship receiving the lowest number of votes, runoff election to resolve the tie shall be held in accordance with the By-laws and Roberts Rules of Order.

ARTICLE C 25

FINANCIAL OPERATING PROCEDURES

Article C.25.1 Duties of the Treasurer.

Article C 25.1(a) Unless herein specified differently, the financial responsibilities stated in the Covenants and By-laws that pertain to the duties of the Treasurer may be waived and assigned to the contracted property management company offering such financial services.

Article C 25.Hb) The Treasurer shall:

Article C 25.1(b)(1) Be responsible for oversight of the management company in performance of financial services to the Association.

Article C 25.1(b)(2) Submit a Treasurer's report at each regular monthly business meeting, which report may be a summary of Income and ~~expenses~~ expenses prepared by the property manager.

Article C 25.1(b)(3) Prepare the annual budget for the new calendar year and submit it to the Board at the November business meeting.

Article C 25.1(b)(4) ~~Identify and authorize write-offs of assessment interest charges receivable that are less than \$5.00 and would otherwise place a paid-up member in a delinquent status.~~

Article C.25.2 Purchases and Contracts for Service.

Article C.25.2(a) The Community Association Manager or President shall be empowered to contract for services and to purchase items for the Association whose total value is \$500.00 \$2500.00 or less. If the aggregate value of like items to be purchased over a period of time will exceed ~~\$500.00~~ \$2500.00.

then the provisions of paragraph 2 of this section shall be followed. Contracts and purchases authorized by the Community Association Manager or President shall be reported to the Board at its next regular business meeting.

Article C.25.2(b) Contracts and purchases whose individual value or total value of like items exceed \$500.00 \$2500 must be approved by the Board. At least two (2) bids for the contract or purchase shall be submitted for consideration by the Board. The Board, at its discretion, may waive this competitive bids requirement if only one (1) bid is received within the time set by the Board for submission of bids.

Article C.25.2(c) Where an existing contract is subject to renewal, then if the Board has agreed to renew the contract no competitive bids are necessary.

Article C.25.3 Petty Cash Control.

Article C.25.3(a) Petty cash amounts must be specifically approved by the Board.

Article C.25.3(b) Petty cash may be established at the sole discretion of the Board whenever petty cash will enable a Board function to be more efficiently supported.

Article C.25.3(c) Petty cash, so advanced, shall be assigned to a specific responsible person who shall prove their responsibility and accountability by a signed receipt. Thereafter, the responsible person shall account for Petty cash by a combination of purchase receipts, itemized bills, and remainder cash or by use of a capped debit card issued to the holder of petty cash. The Treasurer shall ensure that the sum of receipts, paid bills and cash turned in by the responsible person balance to the petty cash advanced or in the case of a debit card that the receipts, paid bills are turned in on a monthly basis. A full accounting must take into account all purchases with receipts; all receipts must be maintained for all purchases. The individual who uses petty cash shall be liable for any shortages from the amount originally provided as a result of missing receipts.

ARTICLE C.26

GARAGE CONVERSION

Article C.26.1. A garage may be converted into a living space, so long as proper permits are obtained from local government and provided to the Association. A converted garage cannot be leased as a separate living space to a tenant, but rather, must be leased together with the Lot in their entirety to one single family so that only one single family occupies the Lot and converted garage at all times.

Article C.26.1(a) Family shall mean two (2) or fewer persons, not related by blood, marriage, or adoption, occupying a Lot, and living as a single nonprofit housekeeping unit, and their children and family members related by blood or adoption.

Article C.26.2 A garage converted into a living space shall keep its garage door closed at all times

ARTICLE C.27

LANDSCAPING

Article 27.1 LANDSCAPING-INSTALLATION

Article 27.1.(a) Sod must cover 60% of the front plane of the house. Sod must be living grass. No more than 40% of the front plane of the house can be a nonliving material. This includes but is not limited to driveways, walkways, landscaping rock, mulch, etc. No artificial turf is allowed with the exemption of behind a privacy fence.

Article 27.1.(b) Privacy or perimeter hedges are not to be planted beyond the front plane of the home or perimeter of the sidewalk.

Article C 27.2 FLORIDA FRIENDLY LANDSCAPING

<https://ffl.ifas.ufl.edu/>

Florida Friendly Landscaping may be installed on Lots. The Florida-Friendly Landscaping concept of right plant, right place will be used. The Owner or Occupant will design the landscape so that plants serve a number of functions including, but not limited to, cooling, privacy screening, shade, aesthetics, wildlife habitat, runoff pollution prevention, and directing traffic flow onto and within the property. Owners or Occupants will retain and incorporate existing native vegetation into the landscape whenever feasible.

Prior to initial installation of Florida Friendly Landscaping on a Lot, the Owner or Occupant must submit an application to the ACC for the specific plants and/or turf grass to be used. The application must be submitted together with a complete list of plants, mulch, materials, design drawings, and must adhere to the standards in The University of Florida Institute for Food and Agricultural Sciences("UF/IFAS") in the Florida Friendly Landscaping Program. All plantings must be deemed Florida Friendly by UF/IFAS AND the Water Management District.

Impervious surfaces, including plastic sheeting, will not be placed below mulch. This does not prohibit the use of woven or other pervious ground cloth. However, nonliving material such as astroturf and Xeriscape is not permitted as the substance are Impervious.

All mulching will be conducted in accordance with the most current version of the Florida Green Industries Best Management Practice's handbook guidelines. A Certified Professional must submit with the ACC application the soil test analysis of the most appropriate mulch for the Lot.

Continual maintenance of mulch areas and plant beds must be kept free of weeds and debris and be maintained to the standards set in Schedule C, Article C11.

All Owner or Occupant plant installations will be conducted in accordance with the most current version of the Florida Yards and Neighborhoods Manual.

ARTICLE C.28

LEASING

An Owner may not lease his or her Lot during their initial twelve (12) months of ownership. All leases shall be for residential, single-family purposes only and shall not be for a term shorter than twelve (12) months and one day. All leases must be for a rental period of 12 months and one day. Short-term rental of a Lot, defined as a term of twelve (12) months or shorter, is prohibited. An Owner intending to lease his or her Lot shall submit to the Association or its management agent no later than thirty(30) days prior to the commencement of the lease agreement a copy of the lease and a copy of the proposed occupants' drivers' licenses of occupants over the age of 18, and a copy of the registration of all motor vehicles registered with the lease and the costs of a background check on all occupants over the age of 18.

The Association through its management agent shall have the right to review a criminal background check on all proposed occupants over the age of 18 years old. The Association may deny approval of the lease if the proposed occupants have been previously convicted of a felony against a person, a drug or controlled substance offense within the last 10 years, and/or a sex offense, the proposed occupants are registered sexual offenders and/or predators on any national or state registries without time limitations, the Owner is in violation of the Declaration or the Association's Rules and Regulations, the Owner is delinquent in the payment of any monetary obligations to the Association, the Owner has failed to pay or pre-pay the costs of criminal background for the proposed occupants, or the Owner has failed to provide all necessary information for review.

A Lot must be leased in its entirety to a single family, no individual rooms may be leased nor are leases to corporations permitted. Single family shall mean no more than two (2) adults unrelated through blood, marriage, or adoption occupying a single Lot living as a single housekeeping, economic unit. It is the responsibility of the Owner to provide a copy of the Governing Documents, including the Rules and Regulations, to the tenants. Regardless of any language in the lease, the Owner is responsible for any damage caused to the Common Areas and for the upkeep of their Lot, including the exterior maintenance and landscaping for the Lot. All leases shall include a paragraph requiring the Lot Owner to provide landscaping maintenance to the Lot by the Lot owner or Contracted Lawn Service.

If any lease is entered into without the approval of the Association, or an occupant resides at the Lot without prior approval of the Association, the lease shall be considered void, and the occupants shall be subject to immediate removal by the Association.

~~IN WITNESS WHEREOF~~, the undersigned officers of Deer Creek Village Homeowners' Association, Inc, hereby certify that these amended Deer Creek Village Homeowners' Association, Inc. Rules and Regulations have received the requisite approval of the Deer Creek Village Homeowners' Association, Inc.

IN WITNESS WHEREOF, the undersigned officers of Deer Creek Village Homeowners' Association, Inc. hereby certify that these amended Deer Creek Village Homeowners' Association, Inc. Rules and Regulations have received the requisite approval of the Board this 11 day of January, 2024.

By: Lori Gladkowski

Print Name: Lori Gladkowski
President

Attest: Gail A House

Print Name: Gail A House
Secretary

Deer Creek Village Homeowners Association

Architectural Standards and Application Procedures

Rules and Regulations

Violation and Enforcement Procedures

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SECTION 1: Architectural Application Procedures and Standards

Architectural Application Procedures

What needs Approval?

As per our Declaration XIII – Architectural Control, virtually any change to the exterior appearance of your property (i.e., home improvements, additions, alterations, modifications, fencing, landscaping, etc.) requires approval from the Board of Directors or Board-appointed Architectural Control Committee. These procedures aim to ensure that any modifications or improvements made within the Deer Creek Village community adhere to the community's guidelines and maintain the desired aesthetic and standards. It's important for homeowners to follow these procedures to avoid any violations or issues.

- **Application Submission:**

- Fill out the DCV Architectural Improvement Application (*ACC Application*) completely, including the start and estimated completion dates.
- Submit one application per type of home improvement project. Multiple applications are allowed for different projects.
- Send the application (pdf) and required attachments to lt Higgen@sentrymgt.com. Check the Owners Portal at the Management website for any application procedural updates as they may change.
- All Architectural Standards Documents, Online application uploading, and Online Architectural Improvement Form can be found at our community website at www.deercreekvillagehoa.org.
- Incomplete applications will be automatically denied until corrected.

- **Approval Timeline:**

- Allow thirty (30) days from the receipt of the application for a response or approval.
- Do not start any work, including ordering materials, prior to ACC approval.

- **Special Approvals:** (ACC applications outside of pre-approved colors or styles).

- Projects requiring special board approval will be presented at the regularly scheduled board meeting.
- Applications must be received by the Wednesday prior to the meeting to be added to the agenda. Meetings are the second Thursday of each month unless a change was noted at the prior meeting.
- Applications received after this date will be placed on the following month's agenda.
- Homeowners' presence at the board meeting is recommended but not mandatory.

- **Specific Projects and Documentation:**

- For projects like fences, screen rooms, patios, etc.:
 - Provide a detailed description of the project, including materials, dimensions, and finishes.
 - Include a plot plan or survey showing the project's location on the property.
 - Include all easements and show the project to scale on survey.
 - Obtain all adjacent property owners' signed permission when using the property lines.
 - Include photos of the areas to be improved.

- **Exterior Paint Approval:**

- Complete the architectural application.
- Include photos of the home.
- Provide color scheme number, paint brand, and/or color code in each section (Body/Trim/Door). Schemes may not be mixed and matched.
- Circle areas to be painted under each color section.
- Include existing roof color and gutter/flushing color for reference.

- **Color Schemes outside of pre-approved colors:**

- Attach actual color samples to the application.
- Photos and photocopies will be rejected, and the application will be denied.
- Provide color scheme number, paint brand, and/or color code in each section (Body/Trim/Door).
- Circle areas to be painted under each color section.
- Include existing roof color and gutter/flash color information for reference.

- **The Architectural Control Committee (ACC) will evaluate all plans.**

- After receiving a request, a member of the ACC will contact you to discuss the specifics of the project. Arrangements will be made if an 'on-site' inspection is deemed necessary.
- The ACC will then evaluate the plans using the standards provided in Article VIII, Section 8.2 of our Declaration.

- **Notification of Approval or Denial:**

- Written approval or denial will be sent to the Management Company to forward it to the respective lot owner within a reasonable period of time (not to exceed 30 days).

- NOTE: The ACC reserves the right to refuse approval of any proposed plans that, in its sole discretion, are not in the best interest of the DCV HOA.

- **Notice of Completion:**

- Homeowners must contact the Manager or ACC within five (5) days of completing the project for final approval.
- Projects completed without ACC approval may lead to violations and related actions. Arrangements will be made if an 'on-site' inspection is deemed necessary.

- **Expiration and Completion:**

- Application approval is valid for sixty (60) days.
- Major construction must start before the expiration date and be completed within one year or in line with Orange County permits.

Architectural Standards

Definition and Requirements

- **Architectural Compliance Committee (ACC)** (also known as the Architectural Review Committee – ARC). A panel of homeowners or board members that are responsible for reviewing all applications for home improvements and presenting any special exception applications to the board at the following board meeting for review and board vote to approve or deny the presented application.
- **Fence:** An above ground, man-made barrier that encloses or visibly shields an area of the homeowner's property, providing privacy, security, or landscape enhancement. This includes living barriers such as shrubs and hedges.
- **Valencia Water District Easement (VWDE):** Most of the Deer Creek bodies of water are managed and maintained by the VWDE. Special easements are located on waterway properties. Review your property survey for special VWDE's.

FENCES Must be constructed in a manner deemed appropriate by the ACC/ARC.

- **Maintenance:**
 - The homeowner is responsible for the maintenance of the entire fence, including both sides.
 - Grass along the base of the fence should not exceed the height of the lawn.
 - All wooden fences must be treated within thirty (30) days of installation and maintained in an "as new" condition.
 - All Fences must be clean, free of mildew and always kept in good repair.
 - Placement of the privacy fence must have finished side facing the neighbor's property.
- **Class I Fences:**
 - Class I fences are 5-foot or 6-foot "Board on Board" or "Shadow Box" wooden fences or 6-foot white vinyl panel fences.
 - Wooden fences must be painted the same color as the homeowner's house body or trim, or stained with a natural colored sealer/stain.
 - Class I easements: fences may not extend toward the street any farther than the front corner of an adjacent neighbor's house. This includes privacy hedges and shrubs; hedges may not be placed on the front of the lot around the perimeter of the lot.
 - Corner Lots: Fences must be set back ten feet from the sidewalks on corner lots.

- Waterfront Fences:
 - Lakefront fences must be placed ten (10) feet back from the utility easement, with a total setback of forty (40) feet on Valencia Water District Easement properties from the rear perimeter property line (10-foot set back from the utility easement, 10-foot utility easement plus 20-foot Valencia Water District easement from the property line).
 - Canals, Greenbelts, and Drainage easements may only extend to the utility easement, not to the property line.
 - Canals on Valencia Water District Easements have the same set back as lakes. Any property with a 20-foot VWDE must be placed 10 feet back from the utility easement, with a total setback of 40 feet on Valencia Water District Easement properties from the rear perimeter property line (10-foot set back from the utility easement, 10-foot utility easement plus 20-foot Valencia Water District Easement from the property line.)
 - Fences should be installed parallel to the ground, but lots with sloping grades will be reviewed individually for conformity, stepping down to accommodate land contour.
- Unscreened Pools: Class I fences enclosing unscreened pools must meet Orange County Codes and completely encompass the protected area.
- **Important Notice:** Class I fences are the only fences allowed on or near the property line. If the placement of the fence falls within two feet of any surrounding property line, the homeowner is required to obtain the written consent of affected adjacent property owners prior to construction or approval of the fence. This includes the replacement of existing fences.
- **Class II Fences:**
 - Class II fences are 3 to 5 feet in height and are made of lattice, stucco, cement block, or other Board-approved decorative material.
 - Class II fences must be painted the same color as the house body or trim.
 - Class II fences are not allowed within 2 feet of the property line and must abide by the set-back requirements established for Class I fencing.
 - The purpose of Class II fencing is to limit access or visibly shield an area, such as A/C units, water pumps, trash cans, propane tanks, etc.
 - Garbage can enclosures may be placed on the side of the home to enclose trash cans. This can include a 5-foot white panel vinyl or wooden board-on-board enclosure.

- **Class III Fences:**
 - Class III fences are decorative fences or edging up to three (3) feet in height, intended to enhance the landscape.
 - Materials and colors may vary to complement the landscape.
- **Approval Requirement**
 - Anyone constructing a fence without prior written approval from the association will be responsible for all costs and attorney fees incurred to bring the fence into compliance with the above standards.

EXTERIOR HOUSE PAINTS

Preapproved Color Choices: When repainting the exterior of your home, please pick from the preapproved colors at the Sherwin Williams website (direct link is on the DCV website).

- Please check with the property manager for the current paint list as the colors are updated occasionally.
- Deer Creek Village gets discounts at Florida Paints for 20 color scheme options. At Sherwin Williams Paints, the first 20 colors are color matched to Florida Paint and 21-58 Sherman Williams color schemes.
- Once you pick one scheme, it is recommended to go to the store and pick up a color chip for the actual color.
- It is important when filling out the application that all areas to be painted are circled under each color column for Body, Trim, and Door. By not having all the information circled it will delay the approval of your application.
- Only one-color scheme per application is allowed for preapproval. Do not pick colors from multiple schemes. If this is done the application must go to the ACC/Board for review and have an exception vote for approval.

Non-Preapproved color choice: Application must be complete with brand of paint, name and paint code in each of the areas to be painted: body, trim, and door (an exception vote is required).

- The actual color chip must be attached to a paper copy and submitted to the HOA Board of Directors or Association Manager. Do not mail applications as this will delay approval.

ROOF/GUTTERS

- Roof: Three-tab or architectural shingles are permitted.
- Automatic approval with application on all neutral shingles, brown, tan, cream, white, gray, and black.

- Flashing color must match shingle/trim color and be written on application.
- Gutters must be painted in body or trim color choices.
 - No metallic colors are permitted.
 - Gutters must not be facing into neighbors' yards and must adhere to Orange County Code and flow to sewer drains/streets.

SOLAR PANELS

- Solar panels are permitted. Solar installation must follow the Orange County permits. All necessary permits must be obtained and posted.

DOORS

- Front/Entrance Door(s) Type and Style require ACC approval.
 - Color must be from the same color scheme. Entrance Door can be body, trim, or door color.
- Screen Doors
 - Should match or coordinate with the colors of the home.
 - Aluminum screen and storm doors are permitted.
 - Gates or iron doors are not permitted.
- Garage Door(s)
 - Garage doors should be painted, repaired, or replaced when damaged.
 - They should be painted either the body, the trim color of the home, or white. Color choice should be indicated in the ACC Application.
 - Window trims must be the same color as the garage door.
 - Garage windows must be at the top panel of the garage door.
 - Garage windows may not have any material placed behind the glass that shows from the street.
 - Screens on garage doors are not permitted.

WINDOWS

- When replacing windows please be sure to include manufacturers information, color, and style with your application. All necessary permits must be obtained and posted.
- UV window tinting is permitted. No mirrored tinting allowed.
- No window bars/gates are permitted.

HURRICANE SHUTTERS

- The purpose of hurricane shutters is to protect from storm damage.
- They are not to be used as vacation home security.
- Hurricane shutters or coverings, or a combination of both, can be installed 72 hours before an approaching storm.
- They must be taken down within (five) 5 days after the all-clear signal is broadcasted.
- The only visible part allowed to remain is anchoring bolts or tracking, which must be painted to match the color of the house in which they are attached.
- Any other parts of the shutters or coverings must be stored out of sight by the homeowner.

MAILBOXES

- Mailboxes do not require any approval at this time but must be in good condition and free of mildew or damage.
- Mailboxes must meet the specifications of the USPS requirements.

LANDSCAPING

- When installing new landscaping changes to your front yard, the plans for the improvement must be submitted to the ACC for review. Florida Friendly landscaping rules can be located in *Schedule C; Article C.27.2*.

- Sod must cover 60% of the front plane of the house. Sod must be living grass. No artificial turf is allowed. No more than 40% of the front plane of the house can be a nonliving material. This includes but is not limited to driveways, walkways, landscaping rock, mulch, etc.
 - Privacy or perimeter hedges are not to be planted from the front of the home to the sidewalk.

PAVERS AND DRIVEWAY

- Pavers:
 - Pavers must be a neutral shade and only one tone (tan, gray, beige, or other natural shades).
 - Pavers may not extend past the edges of the garage and should follow the walkway into the front patio/front entrance.
- Driveway
 - The driveway should not extend past the edges of the garage.
 - Stains/Coatings should be neutral shades of gray, cream, or tan.
 - Extending the driveway past the edges of the home requires special approval from the ACC or Board of Directors. This applies for all extensions, stone, concrete, or paver blocks.

SCREEN ROOMS, PATIOS, SUNROOMS

- Definition: An external construction connected to the homeowner's house that is intended to screen an area from the general outdoor environment. The enclosure includes a roof that is either an existing portion of the house or of the same material as the rest of the screen enclosure. An enclosure must meet Orange County standards if installed in lieu of a Class I fence.
- NO Gazebos, pergolas, temporary, or free-standing structures are permitted on any portion of your property. *Schedule C; Article C.10*

SWIMMING POOLS

- Only in-ground pools are allowed and must be reviewed and approved by the ACC prior to installation. All pools must meet Orange County standards and be protected by either a screened enclosure or a Class I fence immediately following construction.

OUTSIDE LIGHTING

- Lighting should illuminate the individual's property.
- Landscaping lighting should illuminate plants or your home.
- Security lights must not point into neighbors' homes and should illuminate the ground. *Orange County; Article VII, Section 14.*

ABOVE-GROUND PROPANE TANKS

- Above-ground propane tanks will be allowed only when all of the following conditions are fulfilled:
 - A written request for review of the tank and its installation has been submitted to the ACC and has been approved.
 - The tank location is to be or has been enclosed by a Class II fence that is 4 feet high with a gate on the side, facing away from any street.
 - The tank and its enclosures do not impede access by the propane supplier or cause trespass across adjacent property.
 - Written approval from the propane supplier accepting the enclosure and stating that they will not lay propane service lines on adjacent property must be filed with the ACC.
 - A propane hazard warning sign in dimensions acceptable to our local fire protection service must be affixed to the enclosure facing any approach that might be taken by firefighting personnel.
- All current homeowners having above ground propane tanks will fulfill all the above conditions within thirty days from receipt of this notification. If a homeowner cannot comply, then the tank will have to be moved, buried, or removed.

ANTENNAS

- "Schedule C, Rule 16" of the Deer Creek Village Homeowners' Association Rules and Regulations states: Antennae, exterior television, satellite dishes or other antennae or aerials are prohibited, unless installed so as to be concealed from public view or as otherwise approved in writing by the Board.

NOTE: Signs advertising an approved project are allowed during construction, and we rely on the homeowner to ensure their removal within five days of the project's completion.

Addendum 08/12/1996

Architectural Contact Procedure

Whenever a new alteration of a member's property is noted, it shall be reported to the Architectural Review Committee (ARC) aka Architectural Control Committee (ACC).

The ARC/ACC will determine whether this is an approved change/addition/alteration. If the change/addition/alteration has not received prior approval as provided in the governing documents, the ARC/ACC shall first determine whether the change/addition/alteration would have been approved.

SECTION 2: Deer Creek Village Rules and Regulations

This section is provided to assist homeowners in understanding the expectations of home maintenance and Rules and Regulations in the neighborhood in regard to upkeeping the Covenants, Rules, and Restrictions for Deer Creek Village. This section is only a portion of the Rules and Regulation under Schedule C. Please familiarize yourself with all the Rules in *Schedule C - Rules and Regulations*. Also included are a few State Laws or Orange County Ordinances for reference.

DEER CREEK VILLAGE HOMEOWNERS' ASSOCIATION BOARD OF DIRECTORS MISSION STATEMENT

The Deer Creek Village Homeowners Association Board of Directors is committed to maintaining a high standard of living in a pleasant neighborhood with a focus on safety, security, aesthetics, and fostering a strong sense of community. We will achieve this by maintaining the common areas, sponsoring community activities, and upholding the covenants. We will support an open-door policy and treat all community members with fairness, respect, consistency, flexibility, and compassion.

The responsibility of the Board of Directors is to oversee the maintenance of the common areas, managing budgets/fiscal responsibilities, and enforcing the rules with governing documents. This is accomplished through the Association Management Company, through the direction of the Board of Directors while enforcing the Rules and Regulations and Articles under the Declaration of Covenants, Conditions, Restrictions, Reservations and Easements for Deer Creek Village.

It is our intention to show the most commonly violated rules to help the homeowners understand their responsibilities of their properties and to avoid violations. Violations can be costly to the association and homeowners and, thus Section 3 the process of Violations and Enforcing Violations will be explained.

All areas of concern in this section should be presented at a monthly board meeting by contacting the Association Management Company to be added to the agenda for discussion.

Rules and Regulations of Deer Creek Village - Schedule C MAINTENANCE

Lot Maintenance – Schedule C - Article C 11.2

- **Prohibition of Unsightly Objects:** No unsightly objects or debris may be left visible on any portion of the homeowners' properties. This includes, but is not limited to, portable children's playsets/toys, basketball hoops, sporting equipment, ladders, pallets, garden equipment, and any other items that may detract from the visual appearance of the community.
- **Storage and Nighttime Regulation:** Portable children's playsets and toys must be brought in at night or after use. Basketball hoops and sporting equipment should be properly stored when not in use, ensuring they are not visible from the street or common areas.
- **No tree swings or rope swings** are permitted on any portion of the homeowners' properties. This rule applies to any swing or hanging apparatus attached to trees or other natural structures.
- Homeowners are allowed to display a maximum of fifteen (15) decorative pieces per house. Decorative pieces include sculptures, miniature structures, and other non-functional ornamental items, placed within the homeowner's yard or attached to their homes. The decorative pieces must be tasteful, in good condition, and should not obstruct the view or access of neighboring properties.
 - As a general rule, small numbers (15 or less) of decorative planting pots, lawn decorations, and outdoor furniture (in well maintained condition) are allowable in the front yard (and visible side yard) of property without approval.
 - These would include such things as reasonably small (less than 2 feet in either height, width, or depth) decorative pots, planters, animal figurines, statues, lawn sculptures, rock gardens, topiaries, and lawn balls.
 - These may not be offensive in nature to the general population (examples: no nude statues or items with profane writing).
 - These may not be permanent in nature (they must be easily moved to another location)
 - More than a total of five (5) of these types of items will require approval of the overall "decorating scheme."
 - Fountains and birdbaths in view of the public must not exceed three (3) feet in height, two (2) feet in width, and must be natural (i.e., grey or beige) in color and will require approval.

- Display of larger items is not allowed. Generally, such items as old wagons, sea memorabilia, museum pieces, art sculptures, picnic tables and large topiaries will not be approved for display in the front or side yard.

LANDSCAPING – Schedule C - Article C.27

- Privacy Hedges and Fencing Guidelines: When property line hedges are intended to serve as privacy hedges, they fall under the same guidelines as fencing rules set forth by the HOA. Homeowners must ensure that privacy hedges comply with the designated height and design standards specified for fences in the community.
 - Property line hedges should be positioned and maintained in a manner that does not protrude in front of the house or obstruct the line of sight for pedestrians and drivers.
 - Privacy or perimeter hedges are not to be planted beyond the front plane of the home or perimeter of the sidewalk.
- Homeowners are required to keep their property line hedges pruned and maintained in a uniform shape. The hedges should be regularly trimmed to prevent overgrowth, ensure a tidy appearance, and maintain compliance with the either (8) foot height limit. *Article C.11.1.(b).(3)*
- Turf/lawn grass must be living turf (examples: St Augustine, Zoysia, Bahia, etc.).
- No artificial turf is allowed anywhere on the property unless it is behind a privacy fence.

TRASH CONTAINERS – Schedule C - Article C.7

- Garbage and recycling bins must be stored out of sight, preferably in the garage or within a full enclosure by the side of the house.
- On pickup days, garbage, trash, and recycled material may be placed by the curb no sooner than twelve (12) hours before pick up.
- Yard waste that is properly bagged or bundled per waste management standards may be on the curb until the next pick-up day.
- The homeowner shall pick up any litter left behind by the pickup crew.

- Trash containers shall be removed from the curb on the day of pickup and placed in the proper storage locations as indicated above.
- Burning trash, leaves or garbage is not permitted.
- Homeowners may incorporate an enclosure to hide trash cans on the side of the house. Class II Fence Guidelines address these types of enclosures. ACC/ACC approval is required.

SIGNS – Schedule C - Article C.8

- Identification signs (numbers) for homes are required. Numbers must be visible and legible from the street on which the house fronts. The color must contrast with the immediate background material. *OC Ordinance*.
- One security sign is permitted in the front yard located either adjacent to the driveway or in close proximity to the front entrance of the main dwelling. Security company signs are also permitted in the windows.
- No signs shall be attached to the association's fences, traffic and street signs, lamp posts, or trees.
- There may be only one directional sign per open house at each intersection.
- Political Signs – One political sign or flag (18x24 maximum size) may be placed on individual lots during the 30-day period immediately preceding the applicable political election. Such signs should be removed within two (2) days of the applicable election.
- Contractors' signs: all approved advertising of architectural improvements signs is allowed during the installation or work process but must be removed within five (5) days of project completion.
- Open house, home for rent, or home for sale signs are limited to one directional sign per intersection.

SPORTING EQUIPMENT – Schedule C - Article C.10

- No recreational, playground, or sports equipment shall be installed or placed on the front plane of the home. No basketball hoops shall be attached to a home, and any portable basketball hoops or *other sporting equipment must be stored inside the house or out of sight of the street when not in use.

- *Including but not limited to skateboard ramps, portable slides, portable swing set, or Little Tyke play equipment.
- Tree houses or platforms of a similar nature shall not be constructed on any part of a home lot.
- No tennis courts are permitted within lots.

PETS – Schedule C - Article C.5

- No livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats and other generally recognized household pets may be kept, provided that they are reasonable in number, and provided further that they are not maintained or bred for any commercial purpose and the proper restraint and control are used in the keeping of them (that is, pets must be kept in a confined area unless maintained on a leash).
- OC Chapter 5.50.b.(7) Failure to remove any excreta deposited upon public property or another person's private property by any animal within the care, custody, ownership, or control of such person.

PARKING – Schedule C - Article C.3 and Article C.4

- Multiple vehicles parked in driveways often block the public sidewalk. This blockage is not in compliance with traffic rules of Orange County. Also, vehicles parked against traffic (left side of vehicle against the curb) are a hazard and are prohibited by Orange County Traffic Rules.
- Vehicle street parking requires that vehicles carry the current year licensed tag registration. The vehicle must be parked with the flow of traffic and must not block sidewalks or neighboring driveways.
- Commercial vehicles are not permitted for overnight parking. Vehicles with company logos must be stored inside the garage. *Schedule C Article C.4.*
- Recreational vehicles: No trucks or commercial vehicles, campers, mobile homes, motor homes, house trailers, or trailers of every other description, recreational vehicles, boats or boat trailers or horse trailers shall be permitted to be parked or to be stored at any place in Deer Creek Village. However, such vehicles may be stored if concealed from public view in a manner approved in writing by the Board, provided such storage is not prohibited by the Orange County Restrictions. *Schedule C Article C.4.*

GOLF CARTS – Schedule C - Article C.2

- Deer Creek Village roads are owned by Orange County and do not have proper designation for golf cart use. Therefore, the driving of golf carts in Deer Creek Village is a violation of Orange County Code and FL statute.
 - Orange County Florida Code - ARTICLE IX. – Use of golf carts on designated public roads and streets- Sec. 21-291-299.
 - Florida Statute - F.S. § 320.01 shall not be operated on a sidewalk, public road or street unless specifically authorized by the State of Florida Department of Transportation, as provided in F.S. § 316.212 or F.S. § 316.2126.

SPEED LIMIT – Orange County Code

- Deer Creek Village roads are owned by Orange County. Therefore, all maintenance and code enforcement fall under Orange County.
- All of Deer Creek Village roads have a speed limit of 25 mph.
- Deer Creek Village has rules for noise, registration, and parking of vehicles.

GARAGE CONVERSIONS – Schedule C - Article C.26

- Garage conversions must be for interior use only.
- Garage doors must remain closed on interior conversions.
- They must not have a private entrance, nor be used as rental for income. *Article DC 7 Single Family Use.*

BODIES OF WATER RULES – Schedule C - Article C.20

- No swimming, wading, or boating of any type is allowed on the DCV waterways. Furthermore, fishing is only allowed by the lot owner on the lot owner's property.
- No walking or driving of any type is permitted on the grass of the DCV/VCWD waterways.
- Fishing is allowed on sections of waterways that meet up to Deer Creek Village roadway

easements and common areas.

- Fishing is catch and release only.
- No owner, resident, tenant, or guest is permitted to feed, endanger, or harass the wildlife (examples: birds, ducks, alligators, deer etc.).

TEMPORARY STRUCTURES – Schedule C - Article C.10

- No temporary structures or accessory buildings may be erected, placed, or maintained on any portion of the property.
- Temporary storage containers such as a POD or dumpsters utilized for construction purposes may be permitted for a maximum of two (2) weeks without Board approval. Greater lengths of time will require Board/Management approval.

NOISE- Schedule C- Article C.14

- No Owner or Occupant shall make or permit any disturbing noises in or about the Common Property and any recreational facility or facilities located thereon by himself or his family, servants, employees, agents, visitors, or licensees, nor permit any conduct by such persons that will interfere with the rights, comforts or conveniences of other Owners or Occupants. No Owner or Occupant shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio or sound amplifier or any other sound equipment on any Lot or on the Common Property and any recreational facility or facilities located thereon in such a manner as to disturb or annoy other Owners or Occupants. No Owner or Occupant shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.
- It is a violation of Orange County Ordinance, Chapter 15.184, for a person to produce, cause to be produced, or allow to be produced, by any means, any noise disturbance on any private or public property, including a right-of-way, when such noise is plainly audible or when such noise is measured pursuant to Chapter 15.183 and, where applicable, exceeds the applicable sound level limits set forth in Chapter 15-.182. Noise violation shall also be considered nuisance behavior.

STORAGE – Schedule C - Article C.12

- Temporary storage containers (PODS) that are used when moving or for repairs and renovations are permitted with approval from the association for not more than fourteen (14) days.

- Additional time may be granted by the Board if repairs and renovations extend beyond fourteen (14) days and written documentation is provided by the contractor stating the length of repairs and renovations.
- The temporary storage container must be placed and fit entirely on the owner's driveway and may not block the sidewalk.

LEASING – Schedule C - Article C.28

- No leasing is allowed within the first twelve (12) months of property ownership.
- The homeowner must be in good financial standing to lease property.
- All leases must be for residential single-family use only. NO individual room rental is permitted on leased properties.
- All leases must include all vehicle registrations for each vehicle being registered to the property.
- All leases must include contracted lawn maintenance as part of the lease and paid for by the homeowner.
- All leases must be submitted thirty (30) days prior to the commencement of the lease to the association board or association manager. Leases are subject to approval.
- Criminal background checks are required by the association and must be included with the lease.
- All Rules and Governing Documents must be furnished to the tenant by the homeowner.

If any lease is entered into without the approval of the association, or an occupant resides at the lot without prior approval of the association, the lease shall be considered void, and the occupants shall be subject to immediate removal by the association.

SECTION 3: Violations and Enforcement

A. VIOLATION LETTERS

I received a violation letter. What should I do?

DO NOT DISREGARD THIS LETTER! It is important that you **comply** according to the dates in the letter **and communicate** with the association so as not to end up in a legal situation or paying fines. Refer to the *Notice of Violation Procedures & Enforcement* section below for next steps.

I believe the violation letter was an error or it's already been fixed.

Send photo evidence to the association manager or management care team. The violation will then be re-inspected on the next routine visit to the community. *NOTE: The management representative is not able to make additional unscheduled visits, including at the request of a real estate agent, due to an open violation on an estoppel.*

Why the Association issues Violations.

Associations have a fiduciary duty to enact and enforce its rules or Covenants, Conditions, and Restrictions (CC&Rs) through their body of authority, must act in good faith and offer homeowners fair enforcement procedures with no selective enforcement. *Refer to Schedule C, Article C.23 for complete details of this procedure.*

Property Visits and Site Inspections:

The community representative or Community Association Manager (CAM) shall inspect lots to ensure compliance with the Declaration, the Association's Rules and Regulations, the Architectural Guidelines, and/or other Governing Documents. These inspections are from street view.

Where Do Violation Letters Come From?

Violation letters are sent by the management company (NOT the HOA) via email or mail when violations are reported or spotted either by:

- routine site inspections or property visits by our management company.
- site inspections by the board-appointed committee.
- resident-submitted complaint form sent to board or management for review.

Note: management will take direction from the Board of Directors *only* and will not send a notice to a resident based solely upon the request of a neighbor.

B. VIOLATION PROCEDURES AND ENFORCEMENT

Below are the steps that will occur from your first violation to resolution.

1. FIRST NOTICE: First Notice of Violation

- Upon identifying a violation, the management company will send a FIRST NOTICE, and will provide the owner with a reasonable timeframe to bring the violation into compliance.
- It is the homeowner's duty to fix the violation or contact the management company to discuss.
- Extension Request: The board may opt to allow an extension request due to extenuating circumstances (ex. hospitalization or death of a family member). Typically, an extension is granted for 60 days from the date of the second notice.

Chronic Violations May Not Get a First Notice: Some homeowners repeatedly violate the community's governing documents, often with the same violation. For example, they park a boat in the driveway, receive a violation notice, and then move the boat just before a violation committee hearing. Shortly afterward they commit the same boat violation. When this happens, the association does not need to start all over again with a courtesy notice. Instead, **if the violation is repeated within twelve (12) months**, the association may send a SECOND NOTICE rather than the initial FIRST NOTICE. In addition, if the association was led to believe the violation was corrected but it was not corrected, the association may resume its enforcement actions.

2. SECOND NOTICE: Second Notice of Violation

- If a matter is noticed to be uncorrected within the expiration date of the First Notice of Violation and/or the management company has not been contacted by the homeowner, then a SECOND NOTICE will be sent. The SECOND NOTICE will provide the owner with a reasonable timeframe to bring the violation into compliance. If the violation is a repeat violation or is not corrected by the expiration date of the SECOND NOTICE, then the violation could be forwarded to the Board of Directors to send to the Compliance Conveyance Committee for a Fining Hearing.

If the matter is corrected, the violation will be closed. If the matter is NOT corrected, one or more (or all) of the following steps can be enacted:

3. BOARD ACTION: Compliance Conveyance Committee Referral

- The homeowner will receive a notice of date of fining hearing with fourteen (14) days advanced notice, where the matter will be discussed among the Compliance Conveyance Committee (and the homeowner if they choose to attend). The hearing could give penalties including:
 - **Fines:** up to \$50 per day up to \$500 per violation
 - As of this document, the board approved the amount is \$10 a day up to \$500 a violation. These fines are subject to change and are voted on by the Board of Directors not to exceed the fines set by Schedule B C.12.
 - **Further Action by the Board:**
 - **Suspension of rights** to amenities such as pool and tennis court access.
 - **Legal action** including mediation or arbitration through the association's attorney and at the homeowner's expense. This can also include putting a lien on your home. We always want to avoid this form of action if possible. So please make sure to comply and communicate with the board and management company.
 - **Delinquency in Payment:** If a member is more than **ninety (90) days** delinquent in paying any fee, fine, or other monetary obligation due to the association. The association may suspend the rights of the member, or the member's tenant, guest, or invitee, to use common areas and facilities until the fee, fine, or other monetary obligation is paid in full. *STATE STATUTE 720.305.*
4. **Hearing:** The violation will then be presented to the conveyance compliance committee, and the owner will have the opportunity to appear and speak. The CCC will then decide whether to:
- approve the fine, and/or the suspension-of-use rights.
 - reject the fine, and/or the suspension-of-use rights.
 - allow more time to ensure that full information is presented upon which to make a decision.

See Schedule C- Article C.23 for complete procedures on the enforcement procedures.

Conveyance Compliance Committee

- The Compliance Conveyance Committee (CCC) is made up of at least three (3) homeowners who are not officers, directors, or employees of the Association or of any relations of an officer, director, or employee of the Board of Director. *Schedule B.12.(b).(1)*
- The CCC is required to follow the rules as presented under Schedule B.12.(c).
- **Fine/Suspension Imposed:** If the result is a fine or suspension, the homeowner will be notified in writing via mail within five (5) days of the hearing. All fines must be paid within five (5) days of the notice of the fine being received by any occupant, licensee, or invitee of the parcel owner.

EXAMPLES OF VIOLATIONS FOR REFERENCE:

Examples of Common Violations & Non-HOA Violation Issues:

- Unapproved architectural changes
- Exterior maintenance required:
 - repairs to damaged fencing, broken windows, dirty driveway or sidewalk, house in need of cleaning or painting, dirty roof and/ or fascia, missing house numbers.
 - weeds in lawn or beds, overgrown or dead landscaping larger than a specified size, edging, tree trimming.
- Improperly parked, commercial, or unapproved vehicles
- Debris or trash containers in the wrong area
- Unapproved items on patio, yard, or common area, including off-season holiday decorations or signage

Examples of police matters that HOA does NOT handle:

- Dangerous or life-threatening incidents
- Drugs or other illegal activity
- Suspicious activity or trespassing
- Disturbance of peaceful enjoyment
- Speeding or traffic matters
- Vehicles in the street
 - Deer Creek Village streets are not owned by the HOA homeowners/residents; they are owned and maintained by Orange County.
- Aggressive, loose, nuisance animals: contact animal control

Examples of Neighbor-to-Neighbor matters that HOA does NOT handle:

- Noise disturbances
- Tree/Landscaping encroachment
- Smoke or other odors from neighbor