



Homeowners Association of Eagle Creek, Inc.

10180 Eagle Creek Center Blvd.

Orlando, Florida 32832

eaglecreekadmin@community-mgmt.com

**INFORMATION PACKET FOR REALTORS
& PROPERTY MANAGERS CONTENT:**

- Frequently Asked Questions
- Realtor Notice
- Approved Sign requirements
- List of Common Amenities
- Contact information for Certificate of Insurance Request
- Copy of the Rules & Regulations of the Community (By-Laws)
- New Owner Set-Up Requirements
- New Tenant Set-Up Requirements
- Lease Restrictions
- ARB Process Information Sheet
- Violation Process Information Sheet



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Frequently Asked Questions

- How do I access the Community once a showing is approved? How do potential clients access the Community? [The owner will need to add the realtor's name or the name of the realty company to their guest list. If realtors and/or visitors are not on the guest list, the gate house attendant will deny entry. Owners may also add "All Visitors" to their guest list and later remove it once the showing ends.](#)
- Are there lease restrictions? [Yes, please see the enclosed copy of the Homeowners Association of Eagle Creek Rules and Regulations for more details.](#)
- Does the HOA have to approve leases? [No approval is required, but please see the enclosed copy of the Homeowners Association of Eagle Creek Rules and Regulations for more details.](#)
- Is there a minimum period for leases? [Yes, please see the enclosed copy of the Homeowners Association of Eagle Creek Rules and Regulations for more details.](#)
- Are there any years of ownership required before leasing? [No, please see the enclosed copy of the Homeowners Association of Eagle Creek Rules and Regulations for more details.](#)
- Are there pet/breed restriction or number of pets' restrictions? [Yes, please see the enclosed copy of the Homeowners Association of Eagle Creek Rules and Regulations for more details.](#)
- What amenities does the HOA fee include? [Pools, Recreation Center, Fitness Center, Playgrounds, Dog parks, Multipurpose Field, Tennis Courts, Basketball Courts, Gates. Homes located with Curzon Place and Windsor Place have restricted use amenities for only those homeowners.](#)
- Can owners golf at a discounted rate in Eagle Creek? [The Eagle Creek Golf Course is a separate entity from the Homeowners Association. Residents receive a discount; however, they will need to contact the Golf Course directly to obtain this information. Residency does not equate to a Golf Course Membership.](#)
- What is the name of the HOA contact, email address, and phone number? [Any member of the Eagle Creek Management Team can assist. Our email address is \[eaglecreekadmin@community-mgmt.com\]\(mailto:eaglecreekadmin@community-mgmt.com\) and phone number is \(407\) 207-7078.](#)
- Is there a website for the association? <http://www.eaglecreekonline.com/0>
- Is there a capital contribution fee for new buyer? [Yes, \\$1,000.](#)



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- Are there any additional fees? For a list of all applicable fees, please contact Community Archives customer service department at (833) 544-7031 or visit their website at <https://v2.communityarchives.com/Login.aspx?ServiceProviderId=44>.
- Open House, how do potential buyers or tenants get through the gate? The same procedure described in the first question applies to all visitors. They will need to be added to the guest list. In order for an owner representative to acquire a profile and credentials to use the Gate Access App/Website they would need to provide signed copy of the Official Agreement with the Homeowner to our Office via email.
- Are Open House signs allowed? No, only approved For Sale or Rents signs are allowed in the Community.
- Are for sale or rent signs? Yes, however, only approved signed are allowed. Enclosed please find the sign guidelines.
- Is owner or tenant approval required? Approval is not required for either owners or tenants. New owners and tenants do need to attend a new resident Set-Up Appointment in which our team will provide community guidelines, distribute entry devices, issue Eagle Creek IDs, input the new residents' information into the system, etc.
- When can the new owner or new tenant attend Set-Up Appointment?
 - Owners: New owners are welcome to contact our office weeks in advance of their closing date to schedule their Set-Up Appointment; however, will only be scheduled for the same day of the closing or any following dates.

Enclosed please find the owner welcome packet they will need to complete and submit via email prior to the appointment. Owners will also need to bring a copy of their closing documents (warranty deed/HUD/settlement statement).

- Tenants: New Tenants are welcome to contact our office weeks in advance of the move-in date to schedule their appointment; however, it will only be scheduled once the lease is signed. Can only take place 1-2 days in advance of the move-in date or after the move-in date.

Enclosed please find the tenant welcome packet they will need to and submit via email prior to the appointment. Tenants will also need to bring a copy of the executed lease agreement and all applicable move-in fees in the form of a check, cashier's check or money order payable to the HOA of Eagle Creek.

For all additional questions, please contact the Eagle Creek Management Team via email at eaglecreekadmin@community-mgmt.com or by phone number at (407) 207-7078.



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Realtor Notice

Dear Realtors,

Welcome to HOA of Eagle Creek. We wish you much success in your efforts to work with our homeowners!

We have a very important rule that you **MUST** abide by:

No signage may be displayed other than the approved signage from the HOA of Eagle Creek.

- No Advertisement signs.
- No Directional signs.
- No Balloons
- No staff with advertisement boards,

No signage is allowed anywhere within HOA of Eagle Creek and/or the entrances of HOA of Eagle Creek. Failure to comply is a violation of the governing documents of our association.

You can find APPROVED signage and dimensions on the back of this letter. Thank you for your cooperation in this matter!

Thank you,

Kelly Willson
General Manager, LCAM
Homeowners Association of Eagle Creek, Inc.



Homeowners Association of Eagle Creek, Inc.
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EAGLE CREEK FOR SALE SIGN



- 24"X 18" Banjo frame (1/2" round black powder coated)- 47" tall
- SIGN: 24"x18" Hunter's Green Vinyl on Coroplast Substrate (sign panel)
- 14"x6.5" Gold color Vinyl Eagle Creek Logo
- HOME AVAILABLE (2.25" English Times Bold font) white vinyl
- Contact Name: (1.75" English Times Bold font) white vinyl
- Phone Number: (2.36" English Times Bold font) white vinyl
- Sign available at: FB Products (407)-716-7543



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EAGLE CREEK AMENITIES:

• Eagle Creek Recreation Center – 10180 Eagle Creek Center Boulevard

- **Fitness Center**
 - Opens 7 days a week from 5:00 a.m. to 12:00 a.m.
- **Pool area (includes adults, kids and toddlers' pools)**
 - Opens 7 days a week from dawn until dusk
- **Tennis Courts (Courts #2, #3 & #4)**
 - Opens 7 days a week from 7:00 a.m. to 10:00 p.m.
- **Tennis Court / Picket Ball Court (Court #4)**
 - Opens 7 days a week from 7:00 a.m. to 10:00 p.m.
- **Basketball Court**
 - Opens 7 days a week from 7:00 a.m. to 10:00 p.m.
- **Multi-purpose Field Area**
 - Opens 7 days a week from dawn until dusk
- **Small Meeting Room [reservation required]**
 - Fits up to 40 people
- **Large Meeting Room [reservation required]**
 - Fits up to 80 people
- **Dog Park**
 - Opens 7 days a week from dawn until dusk
- **Parking area (located at 10180 Eagle Creek Center Blvd.)**
 - Available 7 days a week from 7:00 a.m. to 10:00 p.m.
- **Parking area (located near Mere Parkway)**
 - Available 7 days a week from 7:00 a.m. to 10:00 p.m.

• Village K Recreation Area - 10315 MacDuff Drive

- **Adult Pool, Park & Children Playground**
 - Opens 7 days a week from dawn until dusk

• Parks, Gazebos & Children Playground around the Community

- Opens 7 days a week from dawn until dusk



Eagle Creek Recreation Center



Village K Recreation Area



How to Request a Certificate of Insurance

Proof of insurance for this association is available for convenient **immediate download** at www.icerts.com for **lenders** working on **new loans** and **refinancing loans**. This website allows for 24/7 access to certificates with no wait time.

If you are a **unit owner** and received a letter from your lender requesting a **renewal certificate of insurance on an existing loan**, please forward a copy of the letter from your lender to cs@icerts.com.

In order to request a certificate of insurance, the following information will be required so please make sure to have it ready:

- Name of the Association
- Unit Owners Name(s)
- Owners Address & Unit number (if applicable)
- Loan Number
- Mortgagee Clause that Includes the Name and Address of Bank

If you are a **property manager** and need a **generic certificate of insurance**, please email cs@icerts.com and provide them with the name of the association and request a “generic certificate.”

Should you have any issues, please contact our team at ap.lm.certs@assuredpartners.com for assistance.

Rules and Regulations for Eagle Creek Community Association: An Addendum to the By-Laws

Revised June 8th, 2015

In order to maintain a sense of community and order, the following rules and regulations are adopted for the entirety of the Eagle Creek residential community and common areas, excluding the country club proper.

Section 1: Residential Use

No commercial use of a Unit, which shall be inconsistent with the applicable zoning laws and regulations, shall be permitted. The Association and Owners shall comply with all applicable laws, zoning ordinances, orders, rules, regulations or requirements of any governmental agency relating to the Community.

Section 2: Nuisances

No activity shall be permitted to exist or operate in a Unit which constitutes a nuisance, including loud noises or music, or is detrimental to the Community or to any other Unit within Eagle Creek.

Section 3: Signs

No signs, advertisement or notice of any type or nature whatsoever may be erected or displayed upon any Unit or Common Area unless expressed prior written approval of the size, shape, content, duration and location has been obtained from the Board of Directors, which approval may be withheld in its discretion.

Notwithstanding the foregoing, a unit owner and/or his realtor shall be permitted to post and display advertising signs on the property or adjacent common areas on days when the unit is open for display. No signs may be posted at other times advertising the unit for sale.

In addition, the Board of Directors may erect reasonable and appropriate signs on any portion of the Common Area for the betterment of the Community.

Section 4: Exterior Lighting

No spotlights and special effect or neon lighting, floodlights or similar high intensity lighting shall be placed or utilized upon any Unit without the written approval of the Board of Directors and the Architectural Review Committee and in accordance with the architectural standards for Eagle Creek. Seasonal lighting will be permitted with a maximum duration of thirty (30) days prior to the holiday and fifteen (15) days after the holiday.

Section 5: Antennas, Satellite dishes and other devices

No exterior radio or television antennas, satellite dish or other receiver or transmitting device or any similar exterior structure or apparatus may be erected or maintained unless approved by the Architectural Standards Committee and the Board.

Section 6: Temporary Structures

No temporary structure, such as a trailer, tent, or other out building shall be permitted at any time, other than:

- a. Temporary structure during a period of actual construction
- b. Tents or other temporary structures for use during a social function

Section 7: Pets

Not more than two (2) commonly accepted household pets, such as a dog or cat, and a reasonable number of tropical fish or caged birds may be kept in a condominium or villa unit, subject to other reasonable regulations by the Association.

- a. No pets of any kind may be kept in a unit by a lessee or guest of the Unit Owner.
- b. All animals shall be leashed (if outdoors) or kept within the Unit.
- c. The Association may restrict the walking of animals to certain areas.
- d. Owners who walk their pets on Common Areas must clean up after their pets regardless of size of the pet. Failure to do so will result in a fine for owners who violate this provision.
- e. No commercial activity involving animals, including without limitation, boarding, breeding, grooming or training is allowed, except for service animals.
- f. The ability to keep a pet is a privilege, not a right. If, in the opinion of the Board, any pet becomes a source of unreasonable annoyance or nuisance to others, or the Owner of the pet(s) fails or refuses to comply with these restrictions, the Owner, upon written notice, may be fined and/or required to remove the pet from the Community.

Section 8: Fuel Storage

No fuel or gas storage tanks shall be permitted; however, an Owner may keep and maintain small gas tanks for gas barbecues, fireplaces and hot tubs, provided they are maintained in accordance with the Architectural standards. Commercially installed and maintained propane storage to power appliances and/ or emergency generators will be allowed provided they are installed in accordance with Architectural standards and County codes.

Section 9: Chemicals and Solvents 3

An owner may keep limited amounts of chemicals or solvents in his or her garage for painting, hobbies, lighting charcoal fires, etc. All chemicals are to be kept in an approved sealed container. Reasonable amounts will be less than a US gallon of any substance. The Board may limit the approved substances as needed from time to time in its sole discretion.

Section 10: Vehicles and Parking

Recreational vehicles, including but not limited to boats, water crafts, boat trailers, golf carts, mobile homes, trailers (with or without wheels), motor homes, vans over fourteen (14) feet in length, tractors, trucks in excess of three-fourths (3/4) ton, all-terrain vehicles or any type of campers, motorized campers, motorized go-carts or any other related transportation device may only be stored outside of any Unit a maximum of eight (8) hours but not overnight, unless fully garaged.

- a. The Association may make reasonable rules and regarding the use of mopeds and motorcycles in the Community.
- b. Owner or other occupant of the Community shall not repair or restore any vehicle of any kind upon or within the Community, except for emergency repairs and then only to the extent necessary to enable the movement thereof to a proper repair facility.
- c. Vehicles shall be parked only within the garages, driveways, carports or designated parking spaces provided. Parking on grass or common areas is prohibited.
- d. Guests of Owners or occupants must park in the space designated for Guest Parking. It is the responsibility of the Owner or Occupant of a Unit to be certain that his or her guests do not park in spaces intended for Owner use.
- e. Vehicles shall be limited to twenty-five miles per hour (25 mph) on the streets and parking lots of Eagle Creek.
- f. Sleeping in vehicles is prohibited at all times, applies to residents and guest.

Section 11: Recreational Equipment

All basketballs courts, backboards, volleyball nets, swing sets, sandboxes and other outdoor recreational equipment shall be installed, maintained or used only in accordance with the Architectural Standards and as approved upon written application by the Architectural Review Committee and the Board.

Section 12: Landscaping

The Architectural Review Committee must approve all landscaping to be performed by an Owner with respect to the Owner's Unit, excluding internal court yards not in public view. Further, no gravel, blacktop or paved parking strips shall be installed or maintained by any Owner adjacent to and along the street or elsewhere on the Unit Owner's property. No trash, debris, compost or refuse pile shall be placed or remain on a Unit.

Section 13: Garages

All garage doors must be closed when not in use. No unit owner may convert his or her garage to living space or office space. Workshops (not commercial) are permitted so long as the activity therein does not create an annoyance to the Community.

Section 14: Fishing and Lakes

Unit owners may fish along the shoreline and bank located adjacent to the Unit Owner's Unit. Any lake located on the Community property may not be used for fishing, wading, swimming or any other water sport/activity.

Section 15: Hunting and Firearms

No hunting or use of firearms are permitted on the properties of The Eagle Creek Community Association.

Section 16: Alligators

No feeding of alligators is permitted on the properties of The Eagle Creek Community Association.

Section 17: Leases or Renting

In order to maintain a community of congenial Owners who are financially responsible and thus protect the value of the Units, the leasing and rental of Units by any Owner shall be subject to the following provisions, which provision each Unit Owner covenants to observe:

- a. The lease must specifically state that the tenant lets the Units subject to terms and conditions of this Declaration and if the Unit owner fails to pay the Assessments, the Association may collect from the tenant the outstanding Assessments, provided the amount of the Assessment does not exceed the rental amount for the Unit.
- b. No lessee may have a pet as stated in Section 7 above.
- c. The unit owner of any rental unit shall be responsible for any damage done to Community Property by their lessee. Any damage to the Unit per se must be covered in the lease between the Lessee and the Unit Owner as they may agree.
- d. Owner and Lessee shall provide to the Association the name, address, telephone number of all occupants of the property, and dates of occupancy along with such other information as required by the Association prior to commencement of any Lease.

Section 18: Children

Children and grandchildren will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Condominium Property and including full compliance by them with these Rules and Regulations and all other rules and regulations of the Association. All children under twelve (12) years of age must be accompanied by a responsible adult when entering and/or utilizing the recreational facilities.

Section 19: Member Conduct

No Member, a member of his or her family, or guest or invitee shall act or interact with any employee of the Eagle Creek Communities Association (ECCA) or any of any employee contracted entity authorized to do business or provide services for ECCA or any Neighborhood Association in a manner that is judged to be inappropriate, hostile or threatening that could jeopardize the ECCA. The Board shall be the sole judge as to what is inappropriate, hostile or threatening.

A member shall be advised of the allegation of inappropriate behavior in writing and a hearing before the Board of Directors shall be scheduled as defined in the Articles of Incorporation and Bylaws of the ECCA. Suspension of access to common areas and monetary fines may be levied by the Board as provided for in the Articles of Incorporation and Bylaws, and Florida statutes 718 and 720, including the right to appeal the ruling of the Board. Section 21, below, further addresses the issue of enforcement.

Section 20: Smoking

Smoking is prohibited from all common and limited common elements in and around each of the condominium buildings, condominium swimming pools and spas, including but not limited to all shared walkways, stairwells, entranceways and walkways, elevators and building atrium areas. Smoking is prohibited within thirty (30) feet of all condo buildings.

Section 21: Enforcement:

Every Owner, Owner's family, guests, invitees, tenants and employees shall at all times comply with these Rules and Regulations, Community-wide standards, Architectural Standards, Use restrictions and with the covenants, conditions and restrictions set forth herein and in the deed to his or her Unit, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended 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 and/or injunctive relief. In the sole discretion of the Board of Directors of the Association, a fine or fines or suspensions may be imposed upon an Owner for failure of an Owner, his family, guest, invitees, lessees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, Articles of Incorporation or By-Laws, provided the By-Laws are followed and subject to the following procedures:

Payment of Fines

a) Fines shall be paid not later than fourteen (14) days after notice of the imposition or assessment thereof.

b) **Application of Fines:** All monies received from fines shall be allocated as directed by the Board of Directors.

c) **Non-Exclusive Remedy:** Fines shall not be construed to be non-exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or occupant.

d) **Right of entry:** Violation of Rules shall give the Association or its duly authorized agent the right to enter a Unit or any portion of the Common area to summarily abate or remove, at the expense of the Owner, any structure, thing or condition which violates the Rules. The Association shall not be liable in any manner for trespass, abatement or removal, and all costs and fees incurred by the Association may be specifically assessed against the violating Owner and shall be treated as an Individual Assessment otherwise due the Association.

All of these rules and regulations shall apply, to all Owners and occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Unit Owners from specific rules and regulations upon written request therefore and good cause shown in the sole opinion of the Board. Failure by the Association to enforce any Rules or exercise any right or remedy contained herein shall not be deemed a waiver of the right to do so thereafter. Each remedy shall be non-exclusive and in addition to all other rights and remedies to which the Association may be entitled.



Homeowners Association of Eagle Creek, Inc.
10180 Eagle Creek Center Blvd.
Orlando, Florida 32832

The Eagle Creek Homeowner's Association have the following requirements for new owners:

New owners need to submit by email the following information in order to reserve an appointment for New Owner Set-Up:

- Completed New Owner Packet
- Waiver of Liability, Indemnification and Hold Harmless Agreements
- Copy of Warranty Deed or Settlement Statement (provided at closing)

Upon receiving all the documentation, our team will be sending you the available appointment dates and times. Our team will also send you a QR Code that will grant you temporary access to the community until you receive the permanent RFID sticker during the appointment.

Due at the time of appointment:

- Payment for Access Photo I.D. Card (\$25 each) – Provides access to the community amenities.
- Payment for RFID sticker (first 2 are free of charge, any additional sticker is \$15 each)

Only payments accepted at the Office are checks or money orders. Please have the check or money order payable to HOA of Eagle Creek. Payments can be combined in one check or money order.

We look forward to receiving the requested documents from you. Please let us know if you have any questions on the above information.

Best Regards,

Administrative Team
Homeowners Association of Eagle Creek, Inc.
10180 Eagle Creek Center Blvd. Orlando, FL 32832
Office: 407-207-7078
eaglecreekadmin@community-mgmt.com



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10180 Eagle Creek Center Blvd.
Orlando, Florida 32832

The Eagle Creek Homeowner's Association have the following requirements for new tenants:

New tenants need to submit by email the following information to reserve an appointment for New Tenant Set-Up:

- Completed Tenant Packet
- Waiver of Liability, Indemnification and Hold Harmless Agreements
- Executed Lease Agreement
- Copy of Vehicle Registration
- Copy of Driver's License

Upon receiving all the documentation, our team will be sending you the available appointment dates and times. Our team will also send you a QR Code that will grant you temporary access to the community until you receive the permanent RFID sticker during the appointment.

Due at the time of appointment:

- \$125 payment for the Transfer of Amenities Fee
- Payment for Access Photo I.D. Card (\$25 each) – Provides access to the community amenities.
- Payment for RFID sticker (first 2 are free of charge, any additional sticker is \$15 each)

Only payments accepted at the Office are checks or money orders. Please have the check or money order payable to HOA of Eagle Creek. Payments can be combined in one check or money order.

The enclosed Exhibit "A" contains additional lease information/restriction per the Association Governing Documents. Should you have any questions on the above information, please do not hesitate to contact us.

Best Regards,

Administrative Team
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Office: 407-207-7078
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Exhibit "A"

Article XI, Section 10(E), of the Declaration, is hereby amended to read as follows:

"E. No Use Amendment may prohibit the leasing or transfer of any Lot or require the consent of the Association therefor, pursuant to and consistent with the terms and provisions of this Declaration; provided, however, that the Association may enforce the minimum Lease term restrictions as otherwise set forth in this Declaration. For purposes of this Declaration, the term "**Lease**" shall mean and refer to a lease, license or other occupancy agreement between an Owner and a tenant or occupant for any Residential Lot in Eagle Creek and the term "**Leases**" shall mean and refer to more than one Lease. The Board of Directors shall be permitted to set forth reasonable policies, procedures, rules and requirements in order to facilitate obtaining information on the minimum Lease terms and in aid of ensuring compliance or enforcement of such terms and of any other provision of the governing documents. The following constitute the policies, procedures, rules and requirements applicable to Leases of Residential Lots and homes within Eagle Creek:

a. Mandatory Provisions in Leases; Copies Provided to Association.

Any Owner intending to lease or otherwise let a Residential Lot or home shall provide the Association, via its community association manager, with written notice of such intention, accompanied by a copy of the proposed Lease, prior to execution of such Lease by the Owner and at least ten (10) days prior to the first day of occupancy under the Lease, which Lease shall include: (i) the name of all adult residents who will occupy such Residential Lot [irrespective of whether all adults are named as tenants]; (ii) affirmation of the total number of persons who will occupy the Residential Lot; (iii) acknowledgement of the Association having the right to bring appropriate proceedings to evict any tenant or occupant should such tenant or occupant violate the Association's governing documents; (iv) acknowledgement that the Association is a third party beneficiary of the rights of the Owner under the Lease; (v) notation of the minimal initial term of the Lease, which shall be in compliance with the provisions of this Declaration; and (vi) such other restrictions,

requirements and prohibitions as are set forth herein. Once the Lease is fully executed, a copy shall be provided to the Association within seven (7) days thereafter.

b. Minimal Lease Terms & Provisions; Maximum Occupancy Restrictions. All Leases shall be in writing and shall be for a minimum initial term of seven (7) months. An Owner shall not be entitled to lease or otherwise let a Residential Lot more than two (2) times within any given calendar year. A Lease must be for the entire Residential Lot and home thereon (e.g., Owners may not lease or otherwise let individual rooms or portions of a Residential Lot or home). No Residential Lot or home may be rented, leased or otherwise let or used for hotel or transient purposes or for short term rentals, licenses or exchanges, including home or room exchanges such as "Airbnb" and the like.

The total occupancy for any leased or otherwise let home shall be no more than two (2) adults per bedroom maximum.

c. Owner's Obligation to Investigate Criminal Background and Credit Worthiness of Proposed tenant. The Association shall have no obligation to investigate the background of any proposed tenant or occupant, including but not limited to, criminal background checks, credit checks, employment verification, prior rental history or the like. The Association does not make any representations as to the trustworthiness of any tenant or occupant nor can any representation be considered implied or imputed based upon the fact that the Association has received a copy of the Lease entered into with such tenant or occupant or the Association issues access codes, stickers or the like to a tenant or occupant. Each Owner intending to lease or otherwise let his or her Residential Lot and home has the sole obligation to investigate the criminal background and creditworthiness of each proposed tenant and occupant and shall be liable to the Association and its Members for damage committed or caused by Owner's tenant or occupant. Owners shall hold harmless and indemnify the Association and Declarant for any and all allegations, civil, administrative or criminal, for acts, including failure to act, caused or committed by Owner's tenant or occupant. The submission of a copy of a proposed Lease to the Association and/or the execution of a Lease allowing a tenant or occupant to occupy the Residential Lot and home of an Owner shall constitute a representation and warranty by the Owner that the Owner has conducted a background and credit check of the proposed

tenant and adult occupants through a qualified third party or property management firm that regularly provides criminal or credit background checks to property owners or, with respect to criminal background checks, by verifying the status of each tenant and adult occupant through appropriate online data sources maintained by the Florida Department of Law Enforcement (“FDLE”), if available. Owners are advised that as of the date of this Supplement, Criminal History Information may be obtained online through from the FDLE at

<https://web.fdle.state.fl.us/search/app/default;jsessionid=R9h5ko6kfD3Jy163Ks945TbB?0> and information regarding Sexual Offenders and Predators in Florida can be obtained online at <https://offender.fdle.state.fl.us/offender/Search.jsp>. The Association and the Declarant do not represent or warrant the accuracy of the aforementioned websites.

d. Enforcement Rights. Failure of any Owner to comply with the requirements set forth herein may, at the Board’s sole discretion, render a Lease entered into by such Owner null and void *ab initio* and the Association shall have the legal right and authority, but not the obligation, to take any and all legal steps necessary to evict any tenant or occupant who occupies any Residential Lot or home in violation of these requirements. The Owner shall be responsible for reimbursing the Association for any and all costs, including attorney’s fees, incurred by the Association in enforcing its rights hereunder. In addition to the foregoing eviction rights, the Association at all times maintains, without waiver, the right to pursue any other remedies available to the Association with respect to such Owner for breaching the provisions of this Declaration, and any other remedies that may be available at law or in equity.

e. Transfer of Use Rights and Transfer Fee associated with Leasing of a Residential Lot. When an Owner leases or otherwise lets his or her Residential Lot, then, from and after the Effective Date of such Lease through the expiration of the term thereof, or the vacation of the home by the tenant and occupants thereunder, whichever is earlier, the Owner shall not have the right to use any of the Association’s amenities and in lieu of Owner the tenant shall have such rights. In order to administer the transfer of amenity use rights, the Association’s management must be provided with a copy of the fully executed Lease (that complies with all of the requirements herein) prior to the tenant’s or occupant’s first use of any Association amenity, including the issuance of any gate access remote

controls. The Owner of each leased or otherwise let Residential Lot shall be required to pay a fee to the Association to reimburse it for administrative costs incurred in connection with registering each tenant and occupant who will reside on the Residential Lot from time to time, and such administrative fee is hereby initially established at \$125.00. The administrative fee shall be deemed an individual assessment to such Residential Lot, and shall be paid by either the Owner (or by the tenant) prior to the exercising of tenant's or occupant's use or access rights. Unpaid administrative fees shall be subject to late fees, interest and attorney's fees and costs associated with collection, and shall be collectable in the same manner as unpaid Assessments. The Board of Directors has the right to modify the amount of such administrative fee from time to time at any Board Meeting.”



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407-207-7078

WHAT DO I NEED TO DO IF I WANT TO CHANGE THE EXTERIOR OF MY HOME?

Any exterior modifications to your home; including, but not limited to, painting, pool installation, landscaping, fencing, lighting, gutters, etc. must first be approved by the Architectural Review Board (ARB) prior to commencement.

The ARB Committee meets once a month to review the ARB applications for approval, so please plan ahead for modification and enhancement projects.

An ARB application can be found on Townsq or by requesting from the office at eaglecreekadmin@community-mgmt.com. ARB application must be completely filled out and contain all required materials. Applications not filled out properly, or missing information **will not** be reviewed for approval. It is the owner's sole responsibility to ensure the application is completed properly.

Owner's may attend the ARB meeting at which their application is to be reviewed, however, it is not necessary to obtain approval.

Once the ARB has approved or denied your application, you will receive a notification via your selected contact method. If you have been approved, please keep a copy of the approval for your records.

Any modifications, enhancements or exterior changes that occur without ARB approval are subject to Violation proceedings, which may result in fining. Please refer to "What to do when you receive a Violation Letter" for further information.

Please ensure you familiarize yourself with the ARB Guidelines, which set forth rules and restrictions for what can/cannot be approved within the Association, prior to submitting your application or planning any modifications or enhancements. ARB Guidelines can be found on Townsq or by requesting a copy from eaglecreekadmin@community-mgmt.com



Homeowners Association of Eagle Creek, Inc.

10180 Eagle Creek Center Blvd.

Orlando, Florida 32832

407-207-7078

WHAT TO DO WHEN YOU RECEIVE A VIOLATION LETTER

The primary purpose of a Homeowner Association is to maintain and increase the value of each owner's property. It is not the desire of the Board of Directors to impose hardship on any individual owner; however, they have a fiduciary responsibility to ensure that the Governing Documents of the Association are followed.

If, at any time, your property is found to be in violation of the Governing Documents, Rules and Regulations, or Policies and Procedures, you will receive a letter, informing you of:

- The Date of Inspection where the violation was noted
- Type of Violation that exists
- Steps that need to be taken to close out the existing Violation
- The timeframe for completion

We understand that most violations are unintentional. At the bottom of the letter, you will find a tear-off section to fill out and return to the office, acknowledging receipt of the letter and informing the Association of the steps you will be taking to cure the violation. In some cases, you may disagree with the violation or require additional time to cure. This section will allow you to communicate that to the Association. It is important that you complete this section of the letter and return to the office immediately.

If the Violation continues to exist, you may be subject to a maximum of \$1,000 Fine per violation.

Process for noncompliance:

- Friendly Reminder-14 days to cure
- Second Notice- 14 days to cure
- Board approved Fining of \$100/day up to a maximum of \$1,000
- Violation Hearing Committee Notice-14-day notice to appear before the Committee if you want to appeal the Fine.

Please ensure that you take the time to become familiar with the Governing Documents, Rules and Regulations, and Policies and Procedures, which you should have received at closing or from your Landlord.

If you need a copy of any of these documents, please contact eaglecreekadmin@community-mgmt.com