KENSINGTON PLACE AT BOYNTON BEACH HOA

c/o JMA Community Management
1375 Gateway Blvd
Boynton Beach, FL 33426
Office: 561-440-7854 * info@JMAmanagement.net

Application Check List

☐ Purchase ☐ Lease ☐ Occupant

All items must be submitted; incomplete applications will be delayed.

Applicant: _____ **Phone:** _____

Email: _____

Co-Applicant: _____ **Phone:** _____

Email: _____

Property Owner Name(s)_____

Property Address: _____

General submission requirements

The complete application package included the following items. Initial each section upon completion.

_____ Copy of the signed sales contract or lease agreement
_____ Copy of each applicant's driver's license
_____ Vehicle registration documents
_____ Authorization agreement (Lease only)
_____ Pet registration application, including a colored photo, current veterinary reports, and vaccination records
_____ Initial copy of the Rules and Regulations (please retain a copy for your records)
_____ **$150.00 Application and Processing Fee per applicant (for married couples, a total of $150.00)**
non-refundable - (Please make the check payable to **JMA Community Management**)

REALTOR INFORMATION

Name: _____

Company: _____

Address: _____

Phone: _____

Email: _____

Please note: Board approval is required before occupancy. Essentially, every effort will be made to expedite your application; however, processing and approval may take up to 30 days.
Once the applicant completes the application, a CERTIFICATE OF APPROVAL will be provided.

Today's Date: _____ Date of anticipated move in: _____
Property address: _____

APPLICANT
Full name of applicant: _____
Present Address: _____
Telephone number: (home) _____ (work) _____
D.O.B.: _____ social security #: _____ Driver's license: _____

APPLICANT'S EMPLOYMENT
Name of present employer: _____
Address: _____
Position: _____ Date started: _____ Monthly income: _____
Supervisor's name: _____ phone: _____
Name of previous employer: _____
Address: _____
Position: _____ Date started: _____ Monthly income: _____
Supervisor's name: _____ phone: _____
Other sources of income: _____

SPOUSE
Full name of spouse: _____
Present Address: _____
Telephone number: (home)_____ (work)_____
D.O.B.: _____ social security #: _____ Driver.s license: _____

SPOUSE'S EMPLOYMENT
Name of present employer: _____
Address: _____
Position: _____ Date started: _____ Monthly income: _____
Supervisor's name: _____ phone: _____
Name of previous employer: _____
Address: _____
Position: _____ Date started: _____ Monthly income: _____
Supervisor's name: _____ phone: _____
Other sources of income: _____

PRESENT LANDLORD /MORTGAGE COMPANY
Present Landlord or mortgage company: _____
Telephone number: (home)_____ (work)_____
Monthly rent or mortgage payment: _____ Date of move-in: _____ Date of move-out: _____

PREVIOUS LANDLORD / MORTGAGE COMPANY
Previous Landlord or mortgage company: _____

Telephone number: (home)_____ (work)_____
Monthly rent or mortgage payment: _____ Date of move-in: _____ Date of move-out: _____

EMERGENCY
In case of emergency contact: _____
Relationship: _____ phone: _____

OCCUPANTS
List of all occupants.
Name: _____ Relationship: _____ DOB: _____
Name: _____ Relationship: _____ DOB: _____
Name: _____ Relationship: _____ DOB: _____
Name: _____ Relationship: _____ DOB: _____

VEHICLES
List vehicles to be parked on the premises.
Make: _____ model: _____ year: _____
Make: _____ model: _____ year: _____

The above-listed applicant declares that all statements in this application are accurate and complete. Applicant hereby authorizes the National Association of Independent Landlords to verify all the information in this application and obtain credit reports on the above-listed applicants and/or other applicants.

Signature of applicant: _____ Date: _____

Signature of Spouse: _____ Date: _____

AUTHORIZATION AGREEMENT FOR ASSOCIATION TO COLLECT

RENT UPON DELINQUENCY IN MAINTENANCE PAYMENTS

WHEREAS _____ (herein "Owner) is the record owner(s) of Unit _____ located at _____ Boynton Beach, FL. As amended, Kensington Place at Boynton Beach HOA, Inc. is recorded in the Public Records of Palm Beach County.

WHEREAS Kensington Place at Boynton Beach HOA Inc (herein "Association) is the entity charged with the operation and management of the condominium and

WHEREAS Owners desires to lease the unit to _____ (herein "Lessee(s)") pursuant to a lease submitted herewith; and

WHEREAS the parties desire the approval of the Association for the lease under Article 18.6 of the Declaration.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which is expressly acknowledged, the parties hereto agree as follows:

1. Upon executing and delivering this Authority Agreement, the Association shall provide the necessary approval for the lease.

2. If, at any time during the pendency of the term of the lease, the Owner becomes delinquent in payment of assessments to the Association, the owner and Lessee(s) agree that the Association shall have the power, right, and authority to demand lease payments directly from the Lessee(s) and deduct such past due assessments, costs and attorney fees, if any as may be delinquent. Further, the owner and Lessee(s) agree that Lessee(s) will pay the full rental payment due, to the Association, upon written demand. Owner expressly absolves Lessee(s) from any ability to Owner for unpaid rent under the Lessee Agreement. Suppose such payment is made directly to Association upon demand from Association. If any funds are left over, the Association shall immediately remit the balance to the Owner at the address listed in the Association records.

3. Should Lessee(s) fall to comply with the demand of the Association within three (3) business days of receipt of a demand for payment hereunder, the Association is hereby granted the authority to obtain a termination of the tenancy, in the name of Owner, through eviction proceedings, or to seek injunctive relief or specific performance under this contract. Owner and Lessee(s) further agree that, if such legal action becomes necessary, the Association shall be entitled to recover reasonable attorney's fees and costs, including appeals, from the owner.

Agreed to this _____ day of_____, 20_____

Kensington Place at Boynton Beach HOA Inc

OWNER_____ LESSEE(S)_____

BY: _____ ATTEST: _____

Kensington Place at Boynton Beach HOA

PET REGISTRATION AGREEMENT

OWNER/RESIDENT: _____

UNIT ADDRESS: _____ DATE: _____

CONTACT INFORMATION: _____

DESCRIPTION OF PET: The following pet shall be the only pet allowed to be housed in the resident's unit. No other pet shall be permitted and no replacements are allowed without amending this agreement. Guests and family members shall not be allowed to bring their pet onto Kensington Place without the completion of this agreement.

Type: _____ **Breed:** _____ **Color:** _____

Age: _____ **Weight:** _____ **Name:** _____

CONDITIONAL AUTHORIZATION FOR PET: The resident cited above is hereby authorized to keep _____ [Name of pet described above, weighing _____ lbs. or less at maturity with picture attached) on the premises of the above unit. Authorization may be terminated is resident or resident's family or a guest violates any pet rule cited in this document (Kensington Place Rules and Regulations) in any manner.

ADDITIONAL RULES: Association shall from time to time have the right to make reasonable changes to the pet rules herein, if in writing and distributed to all registered pet owners.

VIOLATION OF RULES: If pet owner violates any rule or provision of this pet agreement, owner shall at Association's option, immediately and permanently remove the pet from the premises upon written notice from the Association. If owner refuses to remove the pet, the Association will request appropriate legal action.

My signature below indicates that I am aware that I am totally responsible and liable for the actions of my pet and any damages will be assessed to me. **THIS IS A BINDING DOCUMENT – PLEASE READ CAREFULLY BEFORE SIGNING.**

DATE: _____ _____

Pet Owner's Signature

_____

_ **Authenticate by:** Director, Kensington Place / Property Manager

Approved February 21, 2023

RULES AND REGULATIONS 2023

COMMUNITY POLICIES
For Kensington Place Homeowners' Association, Inc.

Our Homeowners' Association has adopted the following rules to help maximize enjoyment, maintain values, and assure the continued aesthetic beauty of our community. The rules apply to all Owners and their families, tenants, and guests. The rules are automatically a part of each lease (even if they are not attached), and each Owner is responsible for making sure his tenants have a copy of the rules and follow them. You are encouraged to ask your neighbors to follow the rules.

POLICIES applicable to ALL OWNERS, OCCUPANTS, GUESTS

1. Security, safety and lighting. Neither the Association, nor the Association's management company, provides or warrants security. Each occupant is responsible for the security of himself and his family and guests. It is recommended that each Home have (1) keyless deadbolts on all entry doors, (2) keyed deadbolts on all entry doors, (3) pin locks on all sliding glass doors, and (4) door viewers (peepholes or clear glass panes) on all exterior doors. Consult management regarding your statutory security device obligations as a landlord if you ever rent your Home. These locks provide added protection for occupants while inside the dwelling.

2. Alterations/Exterior design covenants. Each Unit Owner must comply with the covenants relating to construction, modifications and improvements to the units as contained in the Declaration and Bylaws. No improvement or exterior alteration may be made without prior Board approval and required city and county permits. All proposed improvements and exterior alterations must be submitted with plans for approval by the Board. Approval if given must have a final approval after proper permits are obtained by local governments prior to work starting. The Association Board of Directors will impose a fine of $100.00 per day for a maximum of 10 days ($1000.00) until the violation is corrected and/or removed. If the violation is not corrected, the owner will be responsible for all costs associated in having the Association hiring a certified contractor and related companies to remove the said unapproved construction or property modifications including but not limited to permits, City/County, attorney fees and additional insurance.

a.) Construction. Prior permission must be received from the Board before starting any construction or additional improvements on a Lot. Each Lot upon which construction is occurring must have on its Lot and available solely for that Lot (1) a dumpster or other trash receptacle to hold the construction debris. Construction material to be used for the construction on the Lot may only be stored on the Lot for which the materials are to be used. It may not be stored in the street or any other Lot. Failing to notify the Board to obtain prior approval(s) prior to construction will result in a fine of $100.00.

3. Storage of property on Lots and Common Areas. All personal property must be kept inside the dwellings (or inside exterior closets or storage rooms), or inside rear yards out of view from the street, including towels, bathing suits, mops, brooms, barbecue briquettes, fuel, wood, tools, carpeting, boxes, plastic bags, beverages, furniture, etc. All property stored in violation of this rule may be removed and disposed of without prior notice by any Board member. No personal property may be stored temporarily or permanently on sidewalks, parking lots, or other Common Areas.

4. Property inside Homes. The Association has the right and the responsibility to control the visual attractiveness of the property, including the right to require removal of and/or remove objects which are visible from the common area, and which detract from the property's appearance.

5. No clothes drying outside Homes. No clothes, towels or other items may be hung anywhere outside. Clothes or other items must be dried inside the Homes.

6. Entry areas and sidewalks. Entry areas, walkways, steps, and landings visible from the street shall be kept clean and neat by the Owners using them. Feeding bowls for pets or wild animals may not be left outside since they attract stray or wild animals.

7. Trash. Garbage, rubbish, or cuttings shall not be left or deposited, beyond a reasonable amount of time, on any Common Areas or Lot. All of such refuse must be placed in a covered or enclosed receptacle.

8. Animals. Dogs, cats, fish, birds, and other animals may be kept in Homes only in compliance with Association rules. Except for birds and fish, no more than two adult animals may be kept in a Home, without Board approval. Animals may not make excessive noise (in the sole judgment of the Board). Animals may not be bred for commercial purposes. Animals except cats must be kept on a leash when outside a dwelling or fenced back yard. Leashes may not be tied to objects and must be held by a person who can control the animal at all times. Animals except cats may not be left alone outside a Home or its fenced back yard. Owners of a Home where an animal is housed have the responsibility to promptly clean up after such animals have defecated in Common Areas.

Used cat litter must be disposed of only in trash receptacles. Owners must keep their Homes in a sanitary condition and free from fleas, pet parasites, and noxious odors. Homeowner shall be liable for damage caused to Common Areas by pets of the Owner or the Owner's tenants or guests. The Homeowner and the Owner's tenants and guests shall be responsible for immediate removal of pet defecation from Common Areas if defecation occurs while walking the dog. Pet feeding bowls may not be left outside because outside feeding bowls attract wild and stray animals. The Board of Directors may require permanent removal of any pet when the pet or its Owner has repeatedly violated these rules or the pet has become objectionable in the opinion of the Board. Tenants are allowed to have pets, with Board approval.

9. Window coverings. No foil or other material objectionable in the reasonable judgment of the Board of Directors shall be placed in or next to any window or sliding glass door. Exterior burglar bars may not be installed except with prior written permission from the Board.

10.Signs. "For sale" or "for rent" signs and all other signs are prohibited except for one sign 12x18" in size. Board members may without prior notice remove and throw away prohibited signs.

11.Noise. City of Boynton Beach Ordinances should be observed. Violations may be handled by appropriate law enforcement officials.

12.Nuisances. No unsafe, noxious, offensive, or illegal activity or odor is permitted in Kensington Place. No activity shall be conducted on the property, which in the judgment of the Board of Directors might reasonably be considered as annoying to neighbors of ordinary sensibilities or might be reasonably calculated to reduce the desirability of the property for quality of living. No exterior loudspeakers or flashing lights are allowed. No person may do anything that will increase insurance rates for Common Area improvements without the prior or written consent of the Board, which may cause Common Area improvements to be uninsurable, or which may cause any policy to be canceled, or suspended or materially modified by the issuing company.

13.Children. Each Owner is responsible for the conduct of children who are tenants or guest in his Home. No children's toys may be left outside in the streets or yards (except fenced back yards).

14.Antennas and satellite dishes. An antenna or satellite dish may be installed only: (1) inside the attic, or in an enclosed non-visible living area of a Home; (2) outside in the back yard or side yard of a Home; or (3) on the roof on the backside of the house. Other outside installation is allowed only if the plans and specifications for location, attachment, safety, and screening are approved in writing by the Board for compliance with the following standards.

The antenna or satellite dish must:
• Be properly bolted and secured in a workmanlike manner;
• Be located behind the Home or behind a solid wall, fence or perennial landscaping in the side yard or back yard of a Home;
• Be screened by the above fence or landscaping, to the greatest extent reasonably possible, in order to prevent the antenna or dish from being seen from any street, Common Area or neighboring Home; and
• Be no higher than the fence or landscaping that is screening it from view.

The Homeowner is liable for all damages to Association property, personal property, animals, and persons caused by the Owner's installation of an antenna or dish. These location, installation and screening requirements are based on aesthetics, noninterference with reception by neighbors, preservation of property values and safety, including avoidance of injury or property damage from improperly installed or otherwise dangerous antennas or dishes.

15.Landscaping/trash/yard maintenance. Owners shall help keep their lawns and landscaping in good condition, including regular watering, pruning, and other reasonably necessary maintenance. The degree of landscaping and maintenance shall be sufficient to maintain a high level of aesthetic harmony in Kensington Place. Dead trees, shrubbery, or other such landscaping must be removed promptly by the Owners and/or Maintenance Company. Upon estoppels request in any property sale a $200.00 trash deposit will be paid by the Owner to the Association and held until the property is vacated permanently by sale. The funds will be released or returned upon inspection and will be mailed or returned by Association check within 72 hours.

16.Vehicle repair. Except in an emergency when a vehicle is inoperable, no vehicle may be worked on outside the Common Area and Lot. Otherwise, vehicles must be served or repaired off the property. Vehicles which have no license plate or expired license plates, expired inspection stickers, flat tires or which are obviously inoperable due to missing parts are prohibited and may be removed from the property at the Owner's expense. Such vehicles must be removed from the property immediately upon notice from any Board member.

17.Parking. (a) Parking of vehicles, motorcycles, and bicycles in grass areas, dirt areas, flowerbeds, or sidewalks is prohibited. Owners and occupants must park vehicles in their respective driveways whenever possible. No Homeowner or occupant shall park, store, operate or keep within or adjoining Kensington Place any commercial-type vehicle, truck larger than a pickup truck, off road motorbike, recreational vehicle (e.g. camper unit, motor home, trailer, boat, mobile home, golf cart). No Homeowner or occupant shall park, store, operate or keep within or adjoining Kensington Place any vehicle over 20 feet long. Bicycles and similar items may not be stored outside a dwelling so that they are visible from the street. The association and owners have approved the listed parking assignments. The rules indicate there are two authorized vehicles per unit ONLY. They are identified by the number painted on the parking stop AND with this printed assignment picture. (The owner relinquishes all parking rights to the tenant and has no implied additional parking rights to additional spots) ANY violation of this parking assignment will result in a fine of 100.00 as allowed by law and/or towing of the vehicle. The association without additional notice may according to law and the

association rules tow any vehicle outside their assigned spots, or using any spot not assigned (guests parking), or having more vehicles than allowed to the association rules, at the vehicles homeowners expense.

The homeowner will be responsible for the actions of any tenant and/or guest and it is the owner's responsibility to make sure the rules are presented to them clearly. Please bring notice to a specific violation to the attention of a board member during the violation or at the time of a tow request for a parking issue.

Any vehicle parked in the guest spots to avoid the current rules and violations can and will be towed by the association board/officers/ and assigned designees such as the management company and listed towing company without additional warning. The guest spots are for temporary visiting guests and for a period not to exceed 72 hours and a non-concurrent total for a maximum of 72 hours per month without specific notification and approval by the HOA board members. Units in a foreclosure status does not constitute a right to park additional vehicles or change the current parking spot assignment and are subject to the same rules of enforcement by the association as they are limited common property and assigned. Therefore no one can re-assign, rent, charge, for usage of their spaces if they own less than two cars. If two owners agree to switch spaces, they may make this known to the board and request approval in writing by both parties, and pay for the changes to be made to match the current parking stop identification requirements. ~~Homeowners having guest longer than the specified allotted time, not to exceed 15 days, must notify the board giving approximate date of departure, name and vehicle description and relevant information, additional time may be granted by the board if longer than 15 days if needed.~~

Per our association bylaws you are required to register the two vehicles for your unit (Owner Name, Tag Number, Make, Model, Year, and Color) you may email, mail this to the Board/management Company as listed below or deliver by e-mail. We have addressed these complaints many times and asked your participation respectfully and now need to move forward with enforcement.

Kensington Place
Amendment to Rules & Regulation
February 20, 2018
Reference is made to article #17, Parking, of the Association Current Board Approved Rules & Regulations

- Parking Decals: Each owner(s) / tenant(s) will be issued parking Decals (max. 2) for cars currently registered in their names and should be parked in their assigned parking space(s). These decals should have affixed inside the windshield on the lower corner of the driver side. Tenants will receive red decals while owners' decals are blue
  Guest Parking Signs: Each owner(s) / tenant(s) will be issued two Guest Parking Signs to be placed in the front left windshield of any guest utilizing one of homeowner's parking spots.
- Any car without the proper Parking Decal or Guest Parking Sign parked in an owner/resident parking space(s) will be towed away at its owner expense
- Owners/tenants' cars with parking Decals should not be parked in the guest parking, otherwise, these cars will be towed away at their owners' expense plus $100.00 fine for each occurrence.
- ~~Guest parking is for owners/tenants' guests. If the guest is planning to stay overnight, the host owner/tenant must obtain a guest parking permit approved by a board member, this temporary permit shall be displayed on the guest car's windshield.~~
- Owners/tenants shall obtain a special approval, by providing approximate date of departure, name and vehicle description and relevant information, from a board member if their guest is planning to stay and use guest parking more than 3 nights and not more than 15 nights. Additional time may be granted by the board if longer than 15 days if needed.

- ~~This special approval shall be granted no more the 2 times in one calendar year for same guest.~~
- Unit owners/tenants owning more than 2 cars shall keep the extra un-decaled car(s) parked outside the parking lot, these extra car(s) can't be parked in the guest spaces at any time, otherwise, it would be towed away at their owner(s) expense plus $100.00 fine each occurrence.
- Owners/Tenants are required to notify the board/management company for changes to their vehicles within three days and remove and return the old decal for an exchange (an identifying portion or the entire previous decal for the exchange)
- If a new car replaces the old car, a new decal will be issued for a $25 fee if there is no return of an identifying portion or the entire previous decal for the exchange.

Parking for the Homes is in the Homeowner's driveway, Common Area spaces or on the street.
(b) No vehicles may be parked or unattended in such a manner as to block the passage of other vehicles on the private roadway for Kensington Place or in driveways to Homes. No vehicle shall be left parked and unattended in such a manner as to prevent the ingress and/or egress of emergency vehicles (e.g., fire, EMS) or service vehicles (e.g., refuse trucks).
(c) Bicycles may not be stored outside a Home so that they are visible from the street. Visitors properly parked in an applicable space are approved. Motorcycles/Scooters must use assigned spots; they are not to be parked on the sidewalks or entrance or on common area.
(d) If someone is physically disabled, the Board will accommodate special requests for wheelchair parking if possible. Handicap parking space signs must be honored.
(e) The Board may adopt parking regulations and restrictions to resolve unanticipated parking problems, provided they are not in conflict with the Declaration.

18. Anti-theft alarms. Owners and occupants who have vehicles with anti-theft systems shall not allow the alarms or horns to go off and disturb other persons in Kensington Place for more than five minutes without cause; and any vehicle violating the five-minute rule without cause shall be deemed to be illegally parked and subject to immediate towing, without prior notice to the vehicle owner or operator, by the Association.

19. Towing illegally parked vehicles. Vehicles parked in violation of these rules may be removed and stored without permission of the vehicle's owner or operator. Notice and removal shall be in accordance with state statutes. A Homeowner is liable for all costs of towing illegally parked vehicles of the Homeowner, his family, guests, or tenants.

20. Pesticides and insecticides. The Association does not have responsibilities for pest control inside dwellings. However, the Association shall have the right to enter and exterminate an Owner's dwelling, at the Owner's expense, if the Owner's failure to control pests inside his dwelling or on his Lot is adversely affecting other Homes.

21. Criminal activity. While on any part of Kensington Place, no person may violate any criminal laws, health codes or other applicable laws. No tampering with Common Area water, lighting, sprinklers, pool equipment, or other Common Areas is allowed. Loitering in front of units, parking area and all Common Areas is prohibited.

22. Utilities and leaks. Each Owner shall be responsible for promptly fixing leaks in all plumbing lines, plumbing fixtures, lavatories, sinks, tubs, and shower stalls inside his Home. A Homeowner will be strictly liable for paying for damages and repairs necessitated by water leaks or irrigation spray from his Lot to adjacent Homes, regardless, whether the Homeowner is at fault. If the Association deems it necessary to

repair any of these items inside an Owner's Home, the Owner shall reimburse the Association for the cost of the repair, plus 20% for administrative overhead.

23. Eviction of tenants. Under the Declaration and with prior notice to the Owner, the Association has the right to evict an Owner's tenant who substantially or repeatedly violates the Association's rules and regulations or fails to meet the approval process of the Board set in the Association Bylaws, Declaration and policies. The owner will be responsible for all costs associated to the eviction and enforcement.

24. Common Area modifications. No Owner may construct, alter, modify, landscape, trim, or otherwise perform any work whatever upon any of the Common Areas, Limited or General, without the prior written approval of the plans therefore by the Board of Directors. No exterior awning, shades, railings, or additional lighting may be installed, without board approval.

25. Common Area repairs. If the Common Area needs repair or maintenance, you are requested to ~~contact the Association's Board members immediately and leave a message about what needs to be fixed.~~ submit the Report of Issue/Request for Work form to any board member.

26. Smoke detectors. It is recommended that each Owner have battery or electric powered smoke detectors in the Owner's Home.

POLICIES applicable primarily to owners:

27. Leasing. Owners must keep the Association and Board members informed of the names of all tenants and other occupants of a leased home. Each Owner is liable for all damages caused by the Owner, his family, guests or pets, and by the Owner's tenants, and their family, guests or pets, including but not limited to common property area, private vehicles, and adjoining property. Leasing of Homes is allowed only if: (i) all leases are in writing and are subject to the provisions of the Declaration and community policies, (ii) a copy of the then-current community policies are provided by the Owner to the Owner's tenant at the beginning of the lease term, (iii) the Home is not leased for hotel or transient purposes or for less than 30 days, and (iv) the Owner and Tenant comply with all applicable rules and community policies.

All leases must be approved by the Board or assigned approval committee prior to any occupant living at the Owner's unit. Leases must name all residing occupants and contain emergency contact information of each party and unit owner including the vehicle make, model, color, and serial and tag number and is prohibited from having more than two vehicles.

As of 6-28-05 current leases are exempt on current tenants only. All tenants/leases lose exempt status when a lease has expired and not additionally approved by the Board or vacates the property. Sub-leasing will not be approved. Prior to the execution of any lease from any Owner or real estate agent/agencies potential renters will pay a non-refundable application fee of $150.00 that will provide funds for the Association to be used as desired for background check and/or criminal history check on behalf of all concerned Owners.

Owners will provide a non-refundable Capital Contribution of 3 months Association dues to be used for Common Area improvement and Bylaw enforcement and not applied to monthly dues or assessments as an advance. Lease: A $300.00 refundable trash deposit will be collected from every tenant to prior occupancy and the trash deposits will be refunded upon the tenant leaving the properties' Common area/trash enclosure in acceptable condition according to the Bylaws of the Association. Additional fees and fines will be imposed to recover additional funds to repair or clean the Common Area. Leases will be no longer than 1

year, no less than 6 months, and are subject to approval each year without application or additional fees already in place, 30 days prior to the expiration of the lease by the Board members. We suggest that the Owners require renters insurance for all tenants. There will be no more than 25% of units (4) rented at one time unless hardship for an Owner is in effect.

All current leases are exempt until current tenant moves or lease is not renewed or approved in the best interest of the Owners/Association.

Board members have the authorization to allow hardship clauses upon proof of said hardship such as but not limited to loss of primary income, loss of spouse/family member living at Kensington Place. This hardship will be for a period of one year and can be approved for one extension pending a sale or the expiration of a lease as an example.

29. Fines.
(a) The Board may assess fines against an Owner for violations of restrictions or standards of conduct contained in the Declaration, Bylaws, or Association rules which have been committed by an Owner, an occupant of the Owner's Home, or the Owner or occupant's family, guests, employees, contractors, agents, tenants, or invitees. Each day of violation may be considered a separate violation if the violation continues after written notice to the Owner.

(b) The Board may assess damage charges against an Owner for pecuniary loss to the Association from property damage or destruction of Common Areas, or common facilities by the Owner or the Owner's family, guests, agents, occupants, or tenants.

(c) The Association Board members or their appointed representatives shall have authority to send notices to alleged violators, informing them of their violations and asking them to comply with the rules and/or informing them of potential or probable fines or damage assessments. All Board members must be made aware of the situation and a vote must be held before legal action is taken.

The Board may from time to time adopt a schedule of fines for minor or reoccurring violations, but the Board may vary any fine depending on the special circumstances of each case.

(d) The procedure for assessment of fines and damage charges shall be as follows:

(1) The President of the Association will send the homeowner an email cc'ing all board members of the matter to try to resolve the matter. The Association, acting through an officer, Board member, or managing agent, must show a majority vote by the board before moving forward, and then must give the Owner written notice of the fine or damage charge not later than 30 days after the assessment of the fine or damage charge by the Board;

(2) The notice of the fine or damage charge must describe the violation or damage.

(3) The notice of the fine or damage charge must state the amount of the fine or damage charge.
1. The notice of a fine or damage charge must state that the Owner may, no later than 30 days after the date of the notice, request a hearing before the Board to contest the fine or damage charge; and
2. The notice must be sent by certified mail, return receipt requested, pursuant to state law.

(e) Fine and/or damage charges are due immediately after the expiration of the 30-day period for requesting a hearing; or if a hearing is requested, such fines or damage charges shall de due immediately after the Board's decision at such hearing, assuming that a fine or damage charge of some amount is confirmed by the Board at such hearing.

(f) The minimum fine for each violation shall be $50.00. Repeated violations within 60 days will be $75.00. Fines may be assessed for each day of violation. 30. Late charges. The charge for late payment of monies to the Association shall be a one-time $25.00 charge to cover the administrative costs, hassle, and overhead of collection (excluding attorney's fees). After the due date, interest shall run on unpaid sums due the Association at the rate of 15% per year compounded annually.

31. Hot checks. The charge for a returned check is $25.00 plus bank charges incurred by the Association.

32. Board access to Homes. Emergency utility leaks on a Lot affecting other Lots may be repaired by the Association at the Lot Owner's expense without prior notice. All other utility leaks for which the Owner is responsible under the Declarations, Bylaws, or rules may be repaired by the Association at the Owner's expense without prior notice delivered to the Home if the Owner fails to promptly repair them. If the Home is vacant and for sale or lease, a Homeowner may furnish a key to the Home in a sealed envelope to the Association until it is sold or leased, such key to be used only in the event of suspected utility leaks or emergency repairs thereof.

33. Delinquencies. The Board and/or management may disclose in newsletters and by other means, the names of Owners who are delinquent in any sums due the Association, the amount of the delinquencies, and the names of violators and disciplinary action taken against Homeowners. The right to vote of any Owner who is more than 30 days delinquent on any sum owed to the Association is automatically suspended without notice.
a. An administrative late fee of $25 will be charged to the homeowner's account for each monthly payment that is not paid by the due date of the 10th of each month, unless board member approval is provided. This $25 late fee shall accrue into the next month if the homeowner's late monthly HOA payment and late fee are not paid by the end of the month due.

34. Fees for special services. Fees chargeable to Owners for special services (such as furnishing resale certificates, resale certificate updates, copies of Declarations, copies of information sent to mortgages, copies of accounting records, etc.) shall be set by the Board from time to time. This fee for resale certificates is set at $25.00 to the general operation fund of the Association. All copies of the Association Bylaws, Declaration, and rules will be chargeable at $10.00 per packet.

35. Change of address. Owners shall keep the Association timely informed of their current mailing addresses, E-mail address and phone numbers, and any change of mailing addresses or contact.

36. Names and addresses of tenants. Owners shall notify the Association of current names and addresses of tenants of their respective Homes.

37. Names and address of new Owners. An Owner may not sell or convey his Lot without all monies due and owing to the Association being paid in full; and if such Owner does sell, convey, or transfer his Lot without paying such monies, such selling Owner shall remain liable for all monies accruing to the Association thereafter on such until such monies are paid in full. If an Owner sells or transfers Ownership of his Home and fails to notify the Association of the sale, the selling Owner shall continue to be liable for the assessments

accruing after the sale or transfer until such time as the selling or transferring Owner notifies the Association in writing of the name and address of the new Owner.

38. Security device requirements if you rent your Home. If you rent your Home, a special statute provides that you must re-key for every new tenant and you must install and maintain certain kinds of security devices in your Home. This is very important since you could be held responsible for crimes committed against your tenants that are caused in part by your failure to comply with the Florida State Statutes.

39. Declaration Provisions. Many of these policies are directly from the Declaration of Covenants and Bylaws, Conditions, and Restrictions, which apply to Owners and their occupants and guests. Some of the policies are in addition to what is in the Declaration. All Declaration provisions apply – even if not set forth below. Except for provisions of these policies that come from the Declaration, the policies may be changed or added to by the Board.

40. Greenbelt. No dumping or other trash disposal is allowed in any of the greenbelt or other Common Areas of the Association.

41. Large Gatherings. Due to safety and parking constraints and in consideration of the impact that large gatherings have on neighbors, gatherings which involve 5 or more cars parked in a neighborhood in order to visit a particular home are limited to one large gathering per month per home without prior Board approval.

42. Non-liabilities and Release of the Association, Officers, and Directors. As provided in the Declaration applicable to the project, the Association and its officers and directors shall not be liable to Homeowners, their tenants, AND PERSONS ON THE PROPERTY AT THEIR INVITATION OR WITH THEIR PERMISSION, for property damage, personal injuries or harm resulting at any time from negligent conduct of the Association officers, directors, employees, and agents relating to enforcement or no enforcement of the Association's Declaration or rules. This includes but is not limited to ANY Declaration provisions and rules regarding pet leash requirements, traffic intersection sightlines, traffic signs, vehicle parking, common area lighting OR FENCING, Common Area security, hazardous materials storage, electrical lines, GAS LINE OR sanitary sewer system failures, etc., under the Declaration, by acceptance of a deed or lease, Owners and tenants, as well as persons on the property at their invitation or with their permission, ARE DEEMED TO HAVE RELEASED the Association and its officers and directors from such liability, to the extent authorized by law. THE FOREGOING DOES NOT RELEASE AN OFFICER OR DIRECTOR FROM LIABILITY FOR ACTS OR OMISSIONS WHICH ARE (1) A BREAK OF THE OFFICER'S OR DIRECTOR'S DUTY OF LOYALTY AND FIDUCIARY DUTY TO THE ASSOCIAITON OR ITS MEMBERS, (2) ACTS OR OMISSION NOT IN GOOD FAITH OR INVOLVING INTENTIONAL MISCONDUCT OR A KNOWING VIOLATION OF LAW, (3) A TRANSACTION FROM WHICH AN OFFICER OR DIRECTOR RECEIVES AN IMPROPER BENEFIT, WHETHER OR NOT THE BENEFIT RESULTED FROM AN ACTION TAKEN WITHIN THE SCOPE OF THE DIRECTOR'S OFFICE, OR (4) AN ACT OR OMISSION FOR WHICH THE LIABILITY OF THE DIRECTOR IS EXPRESSLY PROVIDED BY STATUTE.

43. Board Member invoice approval process. Invoices for all services to be paid through association funds must be approved by two members of the Board of Directors prior to payment. All invoices must be shared with homeowners on a monthly basis along with monthly financial statements.

Previous Community Policies:

BS Barry Self
To: You
Cc: Lu Ann McEntee; 'acaribgirl'; ajanek1108

Fri 12/19/2014 3:50 PM

July 12th, 2005 – Regular Member Meeting

July 26th, 2005 - Board of Directors Meeting, Advisory Committee Report, and Recommendations.

Approved Rules and Regulations

COMMUNITY POLICIES

For Kensington Place Homeowners' Association, Inc.

Our Homeowners' Association has adopted the following rules to help maximize enjoyment, maintain values, and assure the continued aesthetic beauty of our community. The rules apply to all Owners and their families, tenants, and guests. The rules are automatically a part of each lease (even if they are not attached), and each Owner is responsible for making sure his tenants have a copy of the rules and follow them. You are encouraged to ask your neighbors to follow the rules.

POLICIES applicable to ALL OWNERS, OCCUPANTS, GUESTS

1. *Security, safety and lighting.* Neither the Association nor the Association's management company provides or warrants security. Each occupant is responsible for the security of himself and his family and guests. It is recommended that each Home have (1) keyless deadbolts on all entry doors, (2) keyed deadbolts on all entry doors, (3) pin locks on all sliding glass doors, and (4) door viewers (peepholes or clear glass panes) on all exterior doors. Consult management regarding your statutory security device obligations as a landlord if you ever rent your Home. These locks provide added protection for occupants while inside the dwelling.

2. *Alterations/Exterior design covenants.* Each Unit Owner must comply with the covenants relating to construction, modifications and improvements to the units as contained in the Declaration and Bylaws. No improvement or exterior alteration may be made without prior Board approval and required city and county permits. All proposed improvements and exterior alterations must be submitted with plans for approval by the Board. Approval if given must have a final approval after proper permits are obtained by local governments prior to work starting.

The Association Board of Directors will impose a fine of $100.00 per day for a maximum of 10 days ($1000.00) until the violation is corrected and/or removed. If the violation is not corrected, the owner will be responsible for all costs associated in having the Association hiring a certified contractor and related companies to remove the said unapproved construction or property modifications including but not limited to permits, City/County, attorney fees and additional insurance.

a.) *Construction.* Prior permission must be received from the Board before starting any construction or additional improvements on a Lot. Each Lot upon which construction is occurring must have on its Lot and available solely for that Lot (1) a dumpster or other

trash receptacle to hold the construction debris. Construction material to be used for the construction on the Lot may only be stored on the Lot for which the materials are to be used. It may not be stored in the street or any other Lot. Failing to notify the Board to obtain prior approval(s) prior to construction will result in a fine of $100.00.

3. *Storage of property on Lots and Common Areas.* All personal property must be kept inside the dwellings (or inside exterior closets or storage rooms), or inside rear yards out of view from the street, including towels, bathing suits, mops, brooms, barbecue briquettes, fuel, wood, tools, carpeting, boxes, plastic bags, beverages, furniture, etc. All property stored in violation of this rule may be removed and disposed of without prior notice by any Board member.

No personal property may be stored temporarily or permanently on sidewalks, parking lots, or other Common Areas.

4. *Property inside Homes.* The Association has the right and the responsibility to control the visual attractiveness of the property, including the right to require removal of and/or remove objects which are visible from the common area and which detract from the property's appearance.

5. *No clothes drying outside Homes.* No clothes, towels or other items may be hung anywhere outside. Clothes or other items must be dried inside the Homes.

6. *Entry areas and sidewalks.* Entry areas, walkways, steps, and landings visible from the street shall be kept clean and neat by the Owners using them. Feeding bowls for pets or wild animals may not be left outside since they attract stray or wild animals.

7. *Trash.* Garbage, rubbish, or cuttings shall not be left or deposited, beyond a reasonable amount of time, on any Common Areas or Lot. All of such refuse must be placed in a covered or enclosed receptacle.

8. *Animals.* Dogs, cats, fish, birds, and other animals may be kept in Homes only in compliance with Association rules. Except for birds and fish, no more than two adult animals may be kept in a Home. Animals may not make excessive noise (in the sole judgment of the Board). Animals may not be bred for commercial purposes. Animals except cats must be kept on a leash when outside a dwelling or fenced back yard. Leashes may not be tied to objects and must be held by a person who can control the animal at all times. Animals except cats may not be left alone outside a Home or its fenced back yard. Owners of a Home where an animal is housed have the responsibility to promptly clean up after such animals have defecated in Common Areas.

Used cat litter must be disposed of only in trash receptacles. Owners must keep their Homes in a sanitary condition and free from fleas, pet parasites, and noxious odors. Homeowner shall be liable for damage caused to Common Areas by pets of the Owner or the Owner's tenants or guests. The Homeowner and the Owner's tenants and guests shall be responsible for immediate removal of pet defecation from Common Areas if defecation occurs while walking the dog. Pet feeding bowls may not be left outside because outside feeding bowls attract wild and stray animals. The Board of Directors may require permanent removal of any pet when the pet or its Owner has repeatedly violated these rules or the pet has become objectionable in the opinion of the Board.

9. Window coverings. No foil or other material objectionable in the reasonable judgment of the Board of Directors shall be placed in or next to any window or sliding glass door. Exterior burglar bars may not be installed except with prior written permission from the Board.

10. Signs. "For sale" or "for rent" signs and all other signs are prohibited except for one sign 12x18" in size. Board members may without prior notice remove and throw away prohibited signs.

11. Noise. City of Boynton Beach Ordinances should be observed. Violations may be handled by appropriate law enforcement officials.

12. Nuisances. No unsafe, noxious, offensive, or illegal activity or odor is permitted in Kensington Place. No activity shall be conducted on the property, which in the judgment of the Board of Directors might reasonably be considered as annoying to neighbors of ordinary sensibilities, or might be reasonably calculated to reduce the desirability of the property for quality of living. No exterior loudspeakers or flashing lights are allowed. No person may do anything that will increase insurance rates for Common Area improvements without the prior or written consent of the Board, which may cause Common Area improvements to be uninsurable, or which may cause any policy to be canceled, or suspended or materially modified by the issuing company.

13. Children. Each Owner is responsible for the conduct of children who are tenants or guest in his Home. No children's toys may be left outside in the streets or yards (except fenced back yards).

14. Antennas and satellite dishes. An antenna or satellite dish may be installed only: (1) inside the attic, or in an enclosed non-visible living area of a Home; (2) outside in the back yard or side yard of a Home; or (3) on the roof on the backside of the house. Other outside installation is allowed only if the plans and specifications for location, attachment, safety, and screening are approved in writing by the Board for compliance with the following standards.

The antenna or satellite dish must:

- Be properly bolted and secured in a workmanlike manner;
- Be located behind the Home or behind a solid wall, fence or perennial landscaping in the side yard or back yard of a Home;
- Be screened by the above fence or landscaping, to the greatest extent reasonably possible, in order to prevent the antenna or dish from being seen from any street, Common Area or neighboring Home; *and*
- Be no higher than the fence or landscaping that is screening it from view.

The Homeowner is liable for all damages to Association property, personal property, animals, and persons caused by the Owner's installation of an antenna or dish. These location, installation and screening requirements are based on aesthetics, non-interference with reception by neighbors, preservation of property values and safety, including avoidance of injury or property damage from improperly installed or otherwise dangerous antennas or dishes.

15. Landscaping/trash/yard maintenance. Owners shall help keep their lawns and landscaping in good condition, including regular watering, pruning, and other reasonably necessary maintenance. The degree of landscaping and maintenance shall be

sufficient to maintain a high level of aesthetic harmony in Kensington Place. Dead trees, shrubbery, or other such landscaping must be removed promptly by the Owners and/or Maintenance Company. Upon estoppels request in any property sale a $200.00 trash deposit will be paid by the Owner to the Association and held until the property is vacated permanently by sale. The funds will be released or returned upon inspection and will be mailed or returned by Association check within 72 hours.

16. Vehicle repair. Except in an emergency when a vehicle is inoperable, no vehicle may be worked on outside the Common Area and Lot. Otherwise, vehicles must be served or repaired off the property. Vehicles which have no license plate or expired license plates, expired inspection stickers, flat tires or which are obviously inoperable due to missing parts are prohibited and may be removed from the property at the Owner's expense. Such vehicles must be removed from the property immediately upon notice from any Board member.

17. Parking.

(a) Parking of vehicles, motorcycles, and bicycles in grass areas, dirt areas, flowerbeds, or sidewalks is prohibited. Owners and occupants must park vehicles in their respective driveways whenever possible. No Homeowner or occupant shall park, store, operate or keep within or adjoining Kensington Place any commercial-type vehicle, truck larger than a pickup truck, off road motorbike, recreational vehicle (e.g. camper unit, motor home, trailer, boat, mobile home, golf cart). No Homeowner or occupant shall park, store, operate or keep within or adjoining Kensington Place any vehicle over 20 feet long. Bicycles and similar items may not be stored outside a dwelling so that they are visible from the street. The association and owners have approved the listed parking assignments. The rules indicate there are two authorized vehicles per unit ONLY. They are indentified by the number painted on the parking stop AND with this printed assignment picture. (The owner relinquishes all parking rights to the tenant and has no implied additional parking rights to additional spots) ANY violation of this parking assignment will result in a fine of 100.00 as allowed by law and/or towing of the vehicle. The association without additional notice may according to law and the association rules tow any vehicle outside their assigned spots, or using any spot not assigned (guests parking), or having more vehicles than allowed to the association rules, at the vehicles homeowners expense.

The homeowner will be responsible for the actions of any tenant and/or guest and it is the owner's responsibility to make sure the rules are presented to them clearly. Please bring notice to a specific violation to the attention of a board member during the violation or at the time of a tow request for a parking issue.

Any vehicle parked in the guest spots to avoid the current rules and violations can and will be towed by the association board/officers/ and assigned designees such as the management company and listed towing company without additional warning. The guest spots are for temporary visiting guests and for a period not to exceed 72 hours and a non-concurrent total for a maximum of 72 hours per month with out specific notification and approval by the HOA board members. Units in a foreclosure status does not constitute a right to park additional vehicles or change the current parking spot

assignment and are subject to the same rules of enforcement by the association as they are limited common property, and assigned. Therefore no one can re-assign, rent, charge, for usage of their spaces if they own less than two cars. If two owners agree to switch spaces they may make this know to the board and request approval in writing by both parties, and pay for the changes to be made to match the current parking stop identification requirements. Homeowners having guest longer than the specified allotted time , not to exceed 15days must notify the board giving approximate date of departure, name and vehicle description and relevant information, additional time may be granted by the board if longer than 15days if needed.

Per our association bylaws you are required to register the two vehicles for you unit (Owner Name, Tag Number, Make, Model, Year, and Color) you may fax, email, mail this to the Board/management Company as listed below or deliver by e-mail.
We have addressed these complaints many times and asked your participation respectfully and now need to move forward with enforcement.

Parking for the Homes is in the Homeowner's driveway, Common Area spaces or on the street.
(b) No vehicles may be parked or unattended in such a manner as to block the passage of other vehicles on the private roadway for Kensington Place or in driveways to Homes. No vehicle shall be left parked and unattended in such a manner as to prevent the ingress and/or egress of emergency vehicles (e.g., fire, EMS) or service vehicles (e.g., refuse trucks).
(c) Bicycles may not be stored outside a Home so that they are visible from the street. Visitors properly parked in an applicable space are approved. Motorcycles/Scooters must use assigned spots; they are not to be parked on the sidewalks or entrance or on common area.
(d) If someone is physically disabled, the Board will accommodate special requests for wheelchair parking if possible. Handicap parking spaces must signs must be honored.
(e) The Board may adopt parking regulations and restrictions to resolve unanticipated parking problems, provided they are not in conflict with the Declaration.
18. Anti-theft alarms. Owners and occupants who have vehicles with anti-theft systems shall not allow the alarms or horns to go off and disturb other persons in Kensington Place for more than five minutes without cause; and any vehicle violating the five-minute rule without cause shall be deemed to be illegally parked and subject to immediate towing, without prior notice to the vehicle owner or operator, by the Association.

19. Towing illegally parked vehicles. Vehicles parked in violation of these rules may be removed and stored without permission of the vehicle's owner or operator. Notice and removal shall be in accordance with state statutes. A Homeowner is liable for all costs of towing illegally parked vehicles of the Homeowner, his family, guests, or tenants.
20. Pesticides and insecticides. The Association does not have responsibilities for pest control inside dwellings. However, the Association shall have the right to enter and exterminate an Owner's dwelling, at the Owner's expense, if the Owner's failure to control pests inside his dwelling or on his Lot is adversely affecting other Homes.
21. Criminal activity. While on any part of Kensington Place, no person may violate any criminal laws, health codes or other applicable laws. No tampering with Common Area water, lighting, sprinklers, pool equipment, or other Common Areas is allowed. Loitering in front of units, parking area and all Common Areas is prohibited.
22. Utilities and leaks. Each Owner shall be responsible for promptly fixing leaks in all plumbing lines, plumbing fixtures, lavatories, sinks, tubs, and shower stalls inside his Home. A Homeowner will be strictly liable for paying for damages and repairs necessitated by water leaks or irrigation spray from his Lot to adjacent Homes, regardless whether the Homeowner is at fault. If the Association deems it necessary to repair any of these items inside an Owner's Home, the Owner shall reimburse the Association for the cost of the repair, plus 20% for administrative overhead.
23. Eviction of tenants. Under the Declaration and with prior notice to the Owner, the Association has the right to evict an Owner's tenant who substantially or repeatedly violates the Association's rules and regulations or fails to meet the approval process of the Board set in the Association Bylaws, Declaration and policies. The owner will be responsible for all costs associated to the eviction and enforcement.
24. Common Area modifications. No Owner may construct, alter, modify, landscape, trim, or otherwise perform any work whatever upon any of the Common Areas, Limited or General, without the prior written approval of the plans therefore by the Board of Directors. No exterior awning, shades, railings, or additional lighting may be installed.
25. Common Area repairs. If the Common Area is in need of repair or maintenance, you are requested to contact the Association's Board members immediately and leave a message about what needs to be fixed.
26. Smoke detectors. It is recommended that each Owner have battery or electric-powered smoke detectors in the Owner's Home.

POLICIES applicable primarily to owners:

27. Leasing. Owners must keep the Association and Board members informed of the names of all tenants and other occupants of a leased home. Each Owner is liable for all damages caused by the Owner, his family, guests or pets, and by the Owner's tenants, and their family, guests or pets, including but not limited to common property area, private vehicles, and adjoining property. Leasing of Homes is allowed only if: (i) all leases are in writing and are subject to the provisions of the Declaration and community policies, (ii) a copy of the then-current community policies are provided by the Owner to the Owner's tenant at the beginning of the lease term, (iii) the Home is not leased for hotel or transient purposes or for less than 30 days, and (iv) the Owner and Tenant comply with all applicable rules and community policies.

All leases must be approved by the Board or assigned approval committee prior to any occupant living at the Owner's unit. Leases must name all residing occupants and contain emergency contact information of each party and unit owner including the vehicle make, model, color, and serial and tag number and is prohibited from having more than two vehicles.

As of 6-28-05 current leases are exempt on current tenants only. All tenants/leases lose exempt status when a lease has expired and not additionally approved by the Board or vacates the property. Sub-leasing will not be approved.

Prior to the execution of any lease from any Owner or real estate agent/agencies potential renters will pay a non-refundable application fee of $150.00 that will provide funds for the Association to be used as desired for background check and/or criminal history check on behalf of all concerned Owners.

Owners will provide a non-refundable impact fee of 3 months Association dues to be used for Common Area improvement and Bylaw enforcement and not applied to monthly dues or assessments as an advance. Lease: A $150.00 refundable trash deposit will be collected from every lease prior occupancy and the trash deposits will be refunded upon the tenant leaving the properties' Common area/trash enclosure in acceptable condition according to the Bylaws of the Association. Additional fees and fines will be imposed to recover additional funds to repair or clean the Common Area.

Leases will be no longer than 1 year, no less than 6 months, and are subject to approval each year without application or additional fees already in place, 30 days prior to the expiration of the lease by the Board members. We suggest that the Owners require renters insurance for all tenants. There will be no more than 25% of units (4) rented at one time unless hardship for an Owner is in effect.

All current leases are exempt until current tenant moves or lease is not renewed or approved in the best interest of the Owners/Association.

Board members have the authorization to allow hardship clauses upon proof of said hardship such as but not limited to loss of primary income, loss of spouse/family member living at Kensington Place. This hardship will be for a period of one year and can be approved for one extension pending a sale or the expiration of a lease as an example.

29. Fines.

(a) The Board may assess fines against an Owner for violations of restrictions or standards of conduct contained in the Declaration, Bylaws, or Association rules which have been committed by an Owner, an occupant of the Owner's Home, or the Owner or occupant's family, guests, employees, contractors, agents, tenants, or invitees. Each day of violation may be considered a separate violation if the violation continues after written notice to the Owner.

(b) The Board may assess damage charges against an Owner for pecuniary loss to the Association from property damage or destruction of Common Areas, or common facilities by the Owner or the Owner's family, guests, agents, occupants, or tenants.

(c) The Association Board members or their appointed representatives shall have authority to send notices to alleged violators, informing them of their violations and asking them to comply with the rules and/or informing them of potential or probable

fines or damage assessments. The Board may from time to time adopt a schedule of fines for minor or reoccurring violations, but the Board may vary any fine depending on the special circumstances of each case.

(d) The procedure for assessment of fines and damage charges shall be as follows:

(1) The Association, acting through an officer, Board member, or managing agent, must give the Owner written notice of the fine or damage charge not later than 30 days after the assessment of the fine or damage charge by the Board;

(2) The notice of the fine or damage charge must describe the violation or damage.

(3) The notice of the fine or damage charge must state the amount of the fine or damage charge.

1. The notice of a fine or damage charge must state that the Owner may, no later than 30 days after the date of the notice, request a hearing before the Board to contest the fine or damage charge; and

2. The notice must be sent by certified mail, return receipt requested, pursuant to state law.

(e) Fine and/or damage charges are due immediately after the expiration of the 30-day period for requesting a hearing; or if a hearing is requested, such fines or damage charges shall de due immediately after the Board's decision at such hearing, assuming that a fine or damage charge of some amount is confirmed by the Board at such hearing.

(f) The minimum fine for each violation shall be $50.00. Repeated violations within 60 days will be $75.00. Fines may be assessed for each day of violation.

30. Late charges. The charge for late payment of monies to the Association shall be a one-time $25.00 charge to cover the administrative costs, hassle, and overhead of collection (excluding attorney's fees). After the due date, interest shall run on unpaid sums due the Association at the rate of 15% per year compounded annually.

31. Hot checks. The charge for a returned check is $25.00 plus bank charges incurred by the Association.

32. Board access to Homes. Emergency utility leaks on a Lot affecting other Lots may be repaired by the Association at the Lot Owner's expense without prior notice. All other utility leaks for which the Owner is responsible under the Declarations, Bylaws, or rules may be repaired by the Association at the Owner's expense without prior notice delivered to the Home if the Owner fails to promptly repair them. If the Home is vacant and for sale or lease, a Homeowner may furnish a key to the Home in a sealed envelope to the Association until it is sold or leased, such key to be used only in the event of suspected utility leaks or emergency repairs thereof.

33. Delinquencies. The Board and/or management may disclose in newsletters and by other means, the names of Owners who are delinquent in any sums due the Association, the amount of the delinquencies, and the names of violators and disciplinary action taken against Homeowners. The right to vote of any Owner who is more than 30 days delinquent on any sum owed to the Association is automatically suspended without notice.

34. Fees for special services. Fees chargeable to Owners for special services (such as furnishing resale certificates, resale certificate updates, copies of Declarations, copies of information sent to mortgages, copies of accounting records, etc.) shall be set by the Board from time to time. This fee for resale certificates is set at $25.00 to the general operation fund of the Association. All copies of the Association Bylaws, Declaration, and rules will be chargeable at $10.00 per packet.

35. Change of address. Owners shall keep the Association timely informed of their current mailing addresses, E-mail address and phone numbers, and any change of mailing addresses or contact.

36. Names and addresses of tenants. Owners shall notify the Association of current names and addresses of tenants of their respective Homes.

37. Names and address of new Owners. An Owner may not sell or convey his Lot without all monies due and owing to the Association being paid in full; and if such Owner does sell, convey, or transfer his Lot without paying such monies, such selling Owner shall remain liable for all monies accruing to the Association thereafter on such until such monies are paid in full. If an Owner sells or transfers Ownership of his Home and fails to notify the Association of the sale, the selling Owner shall continue to be liable for the assessments accruing after the sale or transfer until such time as the selling or transferring Owner notifies the Association in writing of the name and address of the new Owner.

38. Security device requirements if you rent your Home. If you rent your Home, a special statute provides that you must re-key for every new tenant and you must install and maintain certain kinds of security devices in your Home. This is very important since you could be held responsible for crimes committed against your tenants that are caused in part by your failure to comply with the Florida State Statutes.

39. Declaration Provisions. Many of these policies are directly from the Declaration of Covenants and Bylaws, Conditions, and Restrictions, which apply to Owners and their occupants and guests. Some of the policies are in addition to what is in the Declaration. All Declaration provisions apply – even if not set forth below. Except for provisions of these policies that come from the Declaration, the policies may be changed or added to by the Board.

40. Greenbelt. No dumping or other trash disposal is allowed in any of the greenbelt or other Common Areas of the Association.

41. Large Gatherings. Due to safety and parking constraints and in consideration of the impact that large gatherings have on neighbors, gatherings which involve 5 or more cars parked in a neighborhood in order to visit a particular home are limited to one large gathering per month per home without prior Board approval.

42. Non-liabilities and Release of the Association, Officers, and Directors. As provided in the Declaration applicable to the project, the Association and its officers and directors shall not be liable to Home owners, their tenants, AND PERSONS ON THE PROPERTY AT THEIR INVITATION OR WITH THEIR PERMISSION, for property damage, personal injuries or harm resulting at any time from negligent conduct of the Association officers, directors, employees, and agents relating to enforcement or no enforcement of the Association's Declaration or rules. This includes but is not limited to

ANY Declaration provisions and rules regarding pet leash requirements, traffic intersection sightlines, traffic signs, vehicle parking, common area lighting OR FENCING, Common Area security, hazardous materials storage, electrical lines, GAS LINE OR sanitary sewer system failures, etc., under the Declaration, by acceptance of a deed or lease, Owners and tenants, as well as persons on the property at their invitation or with their permission, ARE DEEMED TO HAVE RELEASED the Association and its officers and directors from such liability, to the extent authorized by law. THE FOREGOING DOES NOT RELEASE AN OFFICER OR DIRECTOR FROM LIABILITY FOR ACTS OR OMISSIONS WHICH ARE (1) A BREAK OF THE OFFICER'S OR DIRECTOR'S DUTY OF LOYALTY AND FIDUCIARY DUTY TO THE ASSOCIAITON OR ITS MEMBERS, (2) ACTS OR OMISSION NOT IN GOOD FAITH OR INVOLVING INTENTIONAL MISCONDUCT OR A KNOWING VIOLATION OF LAW, (3) A TRANSACTION FROM WHICH AN OFFICER OR DIRECTOR RECEIVES AN IMPROPER BENEFIT, WHETHER OR NOT THE BENEFIT RESULTED FROM AN ACTION TAKEN WITHIN THE SCOPE OF THE DIRECTOR'S OFFICE, OR (4) AN ACT OR OMISSION FOR WHICH THE LIABILITY OF THE DIRECTOR IS EXPRESSLY PROVIDED BY STATUTE.

From the Rules & Regulations of Kensington Place of Boynton Beach

November 15, 2024

Article #17. Parking.

(a) Parking of vehicles, motorcycles, and bicycles on grass areas, flowerbeds, or sidewalks is prohibited. Owners and occupants must park vehicles in their respective parking spaces. No homeowner/tenant shall park, store, operate or keep within or adjoining Kensington Place any commercial-type vehicle, truck larger than a pickup truck, off road motorbike, recreational vehicle (e.g. camper unit, motor home, trailer, boat, mobile home, golf cart).

(b) No homeowner/tenant shall park, store, operate or keep within adjoining Kensington Place any vehicle over 20 feet long.

(c) Bicycles may not be stored outside a home so that they are visible from the street. Motorcycles/Scooters must use assigned spots; they are not to be parked on the sidewalks or entrance of the unit or on common area.

(d) The Association and owners have approved a list of parking assignments. Each unit is assigned two spaces ONLY for two cars. The parking spaces are identified by the number painted on the parking space stopper.

(e) If an owner leases his/her unit, the owner relinquishes all parking rights to the tenant and has no implied additional parking rights to additional parking spaces.

(f) The Association, without additional notice, may, according to law and its rules, tow any vehicle violating the parking rules, found parking outside their assigned spots, or using any spot not assigned or guests parking or having more vehicles than allowed by the association rules at the vehicle owner's expense, plus, a $100.00 fine.

(g) The homeowners/tenants will be responsible for the actions of their guests, and it is their responsibility to ensure that our Rules & Regulations are not violated.

(h) The guest parking spots are for temporary visiting guests and for a period not to exceed a maximum of 72 hours in any given month. If the homeowner/tenant requires extra time for the guest, they must ask a board member for approval.

(i) Units' owners can't change the current assigned parking spots or re-assign, rent, or charge for use of their space if they own less than two cars.

(j) If two owners agree to switch spaces, they may make this known to the board and request approval in writing by both parties.

Parking Decals: Units 'owners are required to register their own vehicles with the Association's Management company, indicating Tag Number (s), Make, Model, Year,

and Color, this information can be emailed or mailed to the Board/management Company.

Each owner(s) / tenant(s) will be issued 2 parking Decals for cars registered in their names and should be parked in their assigned parking space(s). These decals should be affixed inside the windshield on the lower corner of the driver's side. Tenants will receive red decals while owners' decals are blue.

Guest Parking Signs: Each owner(s) / tenant(s) will be issued 2 Guest Parking Signs to be placed in the windshield mirror of any guest utilizing a homeowner's parking spot. Any car without the proper Parking Decal or Guest Parking Sign parked in an owner/tenant parking space(s) will be towed away at its owner's expense. Owners/tenants' cars with parking Decals should not be parked in the guest parking, otherwise, these cars will be towed away at their owners' expense plus $100.00 fine for each occurrence

If a unit owner/tenant has a guest using guest parking and planning to stay more than 3 nights, the owner must obtain special approval from a board member, providing an approximate date of departure, and vehicle information.

Additional time may be granted by the board for a period not exceeding 15 days. However, this special approval can't be repeated within a 12-month period.

If a unit owner/tenant owns more than 2 cars, he/she shall keep the extra un-decaled car(s) parked outside the parking Kensington Place parking lot, these extra car(s) can't be parked in the guest spaces at any time, otherwise, they would be towed away at their owner(s) expense plus $100.00 fine each occurrence.

Owners/Tenants are required to notify the Management company of changes to their vehicles within three days. If the owner succeeds in transferring the parking decal from the old vehicle to the new one, it should be reported to the Management company. If it can't be done, the owner shall request an exchange of his/her torn decal for a new one

No vehicles may be parked or unattended in such a way as blocking the passage of other vehicles on the roadway for Kensington Place or in the Development entrance or blocking driveways to homes, or entrance and/or exit of emergency vehicles (e.g., fire, EMS) or service vehicles (e.g., refuse trucks).

The Board may adopt special parking regulations and restrictions to resolve unanticipated parking problems, provided they are not in conflict with the Declaration.

#18. Anti-theft alarms.

Owners and occupants who have vehicles with anti-theft systems shall not allow the alarms or horns to go off and disturb other residents of Kensington Place for more than five minutes without cause; and any vehicle violating the five-minute rule without cause shall be deemed to be illegally parked and subject to immediate towing without prior notice to the vehicle owner or operator, by the Association.

Kensington Board Approval	**November 20, 2024**	
President	**Vice President**	**Treasury/Secretary**
Mohamed Elfaransawi	**Donna Edwards**	**Rita Jhinkoo**
_____	_____	_____

SIGNED BY :

Date:

Kensington Place at Boynton Beach HOA

c/o JMA Community Management
1375 Gateway Blvd
Boynton Beach FL 33426
Office: 561-440-7854 * info@JMAmanagement.net* WWW.JMAmanagment.net

This is to certify that_____and_____ have received and reviewed the Documents and Rules & Regulations of Kensington Place at Boynton Beach HOA.

I/We are aware of the importance of abiding by these documents. Any violations may result in fines and legal action.

Date: _____

Signature_____
_____

Name _____

_____