Lawrence Oaks Homeowners Association

RULES AND REGULATIONS

July 2, 2024



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INTRODUCTION

These Rules and Regulations are either contained in the Declaration of Covenants, Conditions and Restrictions or have been approved by the Board of Directors of Lawrence Oaks Homeowners Association, Inc., after careful consideration and shall supersede all previous Rules and Regulations. These rules are intended to protect the property values and interests of all homeowners and to complement the Association's documents as amended from time to time.

These Rules and Regulations may be amended, added to and supplemented from time to time and may be further revised by the Association whenever they become obsolete, inequitable or fail to cover existing situations. It is recommended that all owners read their "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS" and related documents which spell out each owner's rights and contractual obligations to Lawrence Oaks Homeowners Association, Inc.

ENFORCEMENT

Owners are obligated to follow these rules along with the Declaration Covenants, Conditions, and restrictions. The Board of Directors have a responsibility to enforce these rules under the Declaration. The Board in most instances enforces the rules by:

- (i) Compelling the owner to rectify or correct any violation;
- (ii) The Association can rectify the violation at the owners' expense;
- (iii) Fine the homeowner up to \$100 per day for a maximum of \$1,000 per existing violation, or such other greater amount as permitted by law.
- (iv) Homeowner may, at the Board's discretion, be sent to the attorney for further action. Homeowner will be responsible for attorneys' fees and costs incurred in seeking and/or obtaining compliance.

DEFINITIONS

ASSOCIATION / HOMEOWNERS ASSOCIATION (HOA):

Lawrence Oaks Homeowners Association, Inc. is referred to as the "Association" or "HOA" in this document and is a non-profit corporation organized under Florida Statutes for the purpose of providing for maintenance preservation and architectural control of the residence lots and common areas of Lawrence Oaks and to promote the health, safety and welfare of Lawrence Oaks Homeowners Association's residents. The property, business and affairs of the Association are managed by an elected Board of Directors who has hired a professional management company to assist with this task.

HOMEOWNER:

The person or persons or entity whose name(s) appear on the warranty deed to such unit.

COMMON AREA:

The grounds external to homeowner property lines including the Lake Worth Drainage District areas, buffers, easements, and the recreation grounds.

AMENITIES:

The recreation area includes the pool and clubhouse.

Bulk Cable and Internet Agreement with Hotwire. Customer Service Number 800-355-5668.

RESPONSIBILITY

The successful operation of a Homeowners Association requires the understanding and cooperation of all owners, residents, guests and invitees of same. It is therefore important that everyone be thoroughly familiar with and observes all Rules and Regulations.

OWNER:

Each homeowner is responsible for the proper conduct of members of his/her family, guests, invitees, tenants and their guests and invitees. Furthermore, each homeowner is responsible for any and all damages to common property or expenses caused by such owner, members of his/her family, guests, invitees, tenants and their guests and invitees. Each homeowner should be certain that they too understand and observe all Rules and Regulations governing the Lawrence Oaks community.

TENANT/GUEST/INVITEE:

Tenants, guests, or invitees are responsible for complying with these rules. Tenants are responsible for the proper conduct of their guests and invitees. In addition, each homeowner is responsible for compliance by his/her tenants, guests, and invitees with these Rules and Regulations of the Association.

PERSONAL ITEMS:

The Homeowners Association is not responsible for personal items left in the common areas.

MAILING ADDRESS AND TELEPHONE NUMBERS:

Each homeowner must provide the Association with a current mailing address and telephone number (local and long distance). Notification of such address and telephone number and changes thereto must be made to the Association in writing.

ARCHITECTURAL CONTROL

Architectural Review Committee (ARC) Architectural Review Application (ARA)

ARA - Whenever an ARA is required to be submitted to the ARC, The HOA will endeavor to review the application and issue the appropriate approval or denial within thirty 30 days of the completed application being submitted. Note: incomplete applications will be rejected and returned.

1. **EXTERIORS**

- 1.1 **Paint Color on Homes:** The Association maintains a list of approved paint colors that the owner may choose from. Only those colors that are approved by the Association are allowed to be used on the exterior of the homes, including driveways. An ARA must be obtained from the HOA and submitted for approval PRIOR to any painting being done.
- 1.2 **Plant Beds:** All plant beds surrounding the home are to be maintained by the owner. The owner must maintain the plant beds with weed control on an ongoing basis and plant beds shall covered at all times with mulch or landscape rocks. In addition, the owner shall maintain all vegetation planted in plant beds in and around the air conditioning unit on the side of the home. Plant beds must be free of dead planting. Owner must maintain the original footprint as installed by the developer when the original plantings were installed. No plant bed may be devoid of plant material. No trees may be planted within the bed line of any home without written consent from the ARC. Hedges are to be kept at a size to promote visual appeal and security within the community. Hedges in front yard and side yard may be no higher than 4 feet (4') and backyard hedges 6 feet (6') heights. Plant material where the coach lights are or would be placed at the front of the garage shall be no higher than 6 feet (6') tall. Hedges around the air conditioning unit should not be of a height any taller than the actual unit. No excessive growth will be permitted. Fencing material around the air conditioning unit shall meet the requirements of section 1.6. Fencing around air conditioning unit shall be permitted only with ARC approval, and shall not exceed 4 feet (4') in height, or the height of the unit.
- 1.3 **Landscaping:** Plants and vegetation must be within the property lines of the home. No artificial plants, trees, flowers or other type of vegetation shall be visible on any Lot.

Common areas of the Association and/or easements: No homeowner is permitted to plant any vegetation outside of the originally established plant beds of the home without prior written approval of the HOA. Owners are not permitted to plant within the common areas of the Association or within any easements that have been established within the Community. Owners who plant fruit bearing trees are obligated to assure that the trees do not become nuisances, and in particular, and without limitation, owner should not allow rotting fruit to rest on the ground or fruit to fall in their neighbor's yards.

- 1.4 **Exterior decorations on the home:** Any decorative items that an owner wishes to install either on the home or anywhere within the property lines of the home that are visible from the street, must be cohesive with the architectural design and aesthetics of the community. No brick-a-brack (i.e pinwheels, etc.), bird baths, fountains or statues are allowed. The Board reserves the right to have incongruent items removed. Decorations for the national holidays as noted under general Rules #6 are allowed and must be removed within 7 days after the holidays. Except for temporary holiday flags that may be placed in the plant beds and landscape areas, no garden flags are permitted in plant beds or landscape areas.
- 1.5 **Window Treatments**: Window treatment shall consist of drapery, blinds, decorative panels or other similar materials, provided that only neutral-colored blinds are permitted to cover the windows facing the front exterior of the home. No newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding (1) week after an owner or tenant moves in. Window treatments must have a neutral-colored backing facing the exterior of the home. No curtains or other covering may be visible when the garage door is open.
- 1.6 **Fences:** Fences shall be made of wood, PVC, aluminum, or composite material and shall be of a style approved by the Association; provided however that fencing in the rear of homes that abut the lake must be made of metal and must not exceed 4 feet (4') in height. Picket fences are not permitted. All fences and gates surrounding the home shall be maintained in proper condition, no rotten or damaged wood is permitted. Fences are to be painted High Gloss white. Any fence that is found to be in poor condition or poses a threat to neighboring homes will be required to be removed or repaired at the cost of owner.
- 1.7 **Gazebos and Sheds:** Owners must obtain the prior written consent of the Association prior to erecting or placing a gazebo, shed or other similar type structure on a Lot. Should an owner wish to install a gazebo, shed or similar type structure on their property, the owner shall submit an ARA to the Association a minimum of thirty (30) days prior to the date of work commencing, together with contractor information including insurance, licenses, contract with owner, permits, drawings and brochures pertaining to the installation. The Association will review the Application and provide the appropriate response to the owner within thirty (30) days of receipt of the completed application. Should the project not require the use of a contractor or permits, the owner shall include information showing the design and type of structure in the submitted application. ABSOLUTELY NO temporary or permanent structures such as "car port" style structures are permitted. All sheds, gazebos and similar structures are to be maintained and in good condition.
- 1.8 **Hurricane Shutters:** Should an owner wish to install hurricane shutters, the owner shall submit an ARA to the Association, together with all contractor information including insurance, licenses, contract with the owner, permits, drawings and brochures pertaining to the

installation. Additionally, hurricane shutters may only be used during hurricane season and subject to these guidelines:

- 1.8.1 Shutters may be installed/closed over the doors and windows once a tropical storm or hurricane watch has been issued for Palm Beach County.
- 1.8.2 All Shutters shall be removed (or opened) within ninety-six (96) hours of the cancellation of any existing storm warnings. In the case of seasonal (while unoccupied) homes, owner must make arrangements for installation and removal as noted above in 1.8.2.
- 1.9 **Window Tinting:** No windows or garage panel glass visible from the street may be tinted unless required by code or law to meet environmental standards.
- 1.10 **Outdoor Furniture:** Only furniture intended for outdoor use may be placed outside of the owner's residence. Notwithstanding, no furniture, including chairs, benches or tables, may be kept in the driveway or in front of the garage except while in use.
- 1.11 **Portable air conditioning units:** No portable air conditioning units are permitted without obtaining the prior written consent of the Association except in the event of a loss of power.
- 1.12 **Exterior Hoses:** When not in use, hoses must be place on a hose bib or hose container intended for that purpose.

USE OF AMENITIES

1. **Rights of use**

- 1.1 All Common Amenities of Lawrence Oaks Homeowners Association are for the sole use of the owners, their approved lessees and guests of the same, unless such use has been terminated due to non-payment of assessments. Any guest of the owners or lessees may use the Community amenities within reason provided that they are accompanied by the homeowner or lessee.
- 1.2 Anyone using the Lawrence Oaks Homeowners Association common amenities shall carry current state issued ID that shows that they reside within Lawrence Oaks or if a guest of a resident, the resident and guest must both have their ID. No person may use the amenities unless the person has a valid ID that demonstrates that the person resides in the Lawrence Oaks community or is accompanied by a resident of Lawrence Oaks with valid ID.

2. Clubhouse Use

2.1 Approved residents may use the clubhouse for private function, only with the prior specific written permission from the Board of Directors, which shall be sought not less than two (2) weeks prior to the date of the particular event. The Association may adopt an agreement

which must be signed by the resident as a condition of use. The Association shall be entitled to collect a damage deposit of \$100.00 cash or check payable to Lawrence Oaks HOA, which shall be utilized for any cost incurred by the Association for clean-up or for damages. The difference (or the entire deposit if there is no necessity for the Association to provide clean-up or repair damages) will be returned to the owner/lessee. If the cost of repairs and/or clean up exceed \$100.00 deposit, the Association may collect any additional funds expended for clean-up and/or repairs from the homeowner in the same manner as other assessments. Due to the lack of available parking, guests may temporarily park along the roadway, but not on the grass. Although the Clubhouse is rented, please note that the pool is for resident use and is not to be restricted from resident access during the event.

3. **Pool Use**

- 3.1 The pool is a Common Area Amenity of the Association.
- 3.2 Anyone using the pool must wear appropriate bathing attire.
- 3.3 Before entering the pool, everyone must shower to remove excess oil, sunscreen, perfumes, etc.
- 3.4 Use of the swimming pool area is restricted to residents and their guests with the limitation that not more than five (5) persons identifying with a single home may use the swimming pool or pool deck area unless approved in advance by the Board of Directors. This limitation is made because of an endeavor not to overburden the swimming pool and other facilities and thereby deprive other owners, residents and guests of the same from being able to use these amenities.
- 3.5 Use the pool at your own risk. No lifeguard is on duty at any time.
- 3.6 Residents are responsible for their guests' behavior.
- 3.7 Anyone exhibiting poor behavior will be warned once and asked to leave the pool area upon a second occurrence of poor behavior.
- 3.8 Towels must be placed on chairs if using sunscreen, lotions, or oil-based skin products.
- 3.9 No one under the age of fourteen (14) shall be permitted at any time in the pool area unless accompanied by a supervising adult.
- 3.10 No nudity is permitted in the pool area.
- 3.11 No alcoholic beverages are allowed in the pool, pool deck, or clubhouse area.
- 3.12 No glass containers are permitted in the pool area.
- 3.13 No more than twenty five (25) persons are allowed in the pool at one time.
- 3.14 Use of the swimming pool and deck area is restricted to residents and their guests.
- 3.15 No loud noise or radio playing in the pool area is permitted.

- 3.16 No inflatable slide or any other type of slide is permitted on the pool deck or in the pool.
- 3.17 Any individual suffering from incontinence must wear protective clothing (e.g. swim diaper or waterproof underwear) before entering the pool.
- 3.18 No pets are permitted in the pool. No pets are permitted on the pool deck, or within the clubhouse at any time, except service animals registered with the HOA.
- 3.19 No roller skates, skateboards, inline skates, motor scooters, or bicycles are permitted at the clubhouse area or within any of the common amenities.
- 3.20 Chairs, tables, and lounges are provided for the use and enjoyment of Lawrence Oaks residents and their guests. These may not be reserved, or removed from the pool deck area.
- 3.21 All posted pool rules must be obeyed at all times.
- 3.22 No diving or jumping, excessive splashing, horseplay, boisterous conduct or running is permitted and shall be cause for ejection from the pool.
- 3.23 Use of scuba equipment, or Styrofoam items are not permitted in the pool. Use of safety devices, masks, and snorkels are permitted.
- 3.24 The emergency life rings are to be used only in the case of an emergency; these are not to be used as a recreational device by anyone in the pool.
- 3.25 Lawrence Oaks reserves the right to deny the use of the pool and pool deck area to anyone at any time.
- 3.26 The pool opens at dawn daily and closes at dusk.
- 3.27 Residents who open an umbrella shall close the umbrella prior to leaving the pool area shall close the umbrella prior to leaving the pool area.

STORAGE OF MATERIALS OR ITEMS

No storage of any materials shall be permitted in the common areas of the Community. All materials must be stored within the owner's fence line, shed, and garage or on the patio and kept out of sight from the common area or street.

COMPLAINTS AND SUGGESTIONS

Complaints alleging violation of any of these Rules and Regulations shall be made in writing via email to the Board of Directors at board@lawrenceoakshoa.com. The Board will act only upon receipt of a written, signed complaint. All suggestions and complaints relating to the maintenance or operation of the Association should be directed to the management company.

ENFORCEMENT - ACTIONS AND REMEDIES

The Association, through its elected Board of Directors, has full power and authority to take the following enforcement action(s) against any owner and/ or tenant, guest or invitee for such owner and/ or tenant, guest or invitee's failure or refusal to comply with the governing documents of the Association and the Rules and Regulations of the Association. Any expense incurred by the Association in enforcing these provisions shall be charged against the residence owner violating these provisions.

1). **LEGAL ACTION**: The Association may pursue legal action against the owner and/ or tenant, guest or invitee to enforce the provisions of the governing documents and Rules and Regulations.

ATTORNEY'S FEES/ COSTS: If the Association takes legal action against an owner, guest, tenant or invitee to redress such owner, guest, tenant, or invitee's failure or refusal to comply with the governing documents of the community and/ or rules of the Association, the Association will be entitled to recover the Association's reasonable attorney's fees and costs incurred in seeking compliance including prior to litigation, in mediation, during litigation, in attorney fee determinations or disputes, or other action, up to and including the appellate process from such owner, guest, tenant or invitee.

2). PENALTIES AND ASSESSMENTS

The Board of Directors, through a Fining Committee and legal action taken by the Association Attorney, shall have the power to levy assessments, and under its authority shall enforce the above restrictions and regulations. Assessments not paid when due, together with interest and cost of collection, shall become a continuing lien on the offending residence as per the Declaration of Covenants.

A fine of up to \$100.00 per day up to \$1,000.00, or such other greater amount as permitted by law, may be levied for each individual violation.

GARAGE SALES

1. No home may host more than (2) garage sales per calendar year. Sale hours shall be limited to 7 a.m. to 5 p.m.

GENERAL RULES

- 1. **Access:** The access routes to the common areas shall be kept clear so that the Association's employees may bring equipment to work on the grounds, trees and/ or plantings. The Board may authorize the removal of any obstructions in the access areas.
- 2. **Barbecue cookers:** Barbecue cookers shall be placed and used in the backyard only.
- 3. **Common area:** Nothing shall be placed on common areas such as swings, chairs, gazebos, etc. All common areas and common elements must be used only for the purpose for which intended.
- a. No person shall climb on the pergola or monument sign at the front entrance of the community.
- b. Use of bows and arrows, bb guns, airsoft guns, air rifles, firearms or any other types of weapons in the common areas is prohibited.
- c. No person shall poison, injure or kill iguanas or other wildlife on the common areas.
- 4. **House numbers:** House numbers must be clearly visible and must be of a size to meet Boynton Beach City Code and placed above the garage door or on the side of garage door and on the mailboxes.
- 5. **Hurricane season**: If absent during any period of hurricane season, each owner must prepare the home by removing any items from the exterior of the home that could become projectiles in a storm. Further, any absentee owner must designate to the Association a responsible firm or individual who will care for the home should any damages be suffered.
- 6. **Holiday season**: All holiday decorations including lights, inflatable's, mechanical decorations (Christmas, Channukah,) must be taken down by January 15th. Holiday decorations for any other holidays (Valentine's Day, Easter, 4th of July, St. Patrick's Day etc..) must be removed a no later than seven (7) days after the holiday being observed has ended.
- 7. **Irrigation**: Homeowner is responsible for the maintenance of their irrigation system and that of the swale adjacent to the homeowner's lot.
- 8. **Lighting:** The cost to repair damage to the lighting resulting from any action of an owner, his/her family, guest, tenant or invitee will be charged to the owner.

- 9. **Maintenance fees:** All owners shall pay the quarterly maintenance fees by the first of the month that they are due. The unpaid assessment will incur late fees and interest per the Declaration. All past due maintenance fees may be turned over to the Association's attorney. If an account is turned over to the Association's attorney for collections, the owner will be responsible for all attorneys' fees and costs incurred by the Association. A lien may be placed on the home and foreclosure procedures may be instituted.
- 10. **Personal property**: Bicycles, toys and other personal property shall be kept, stored and placed in an area not visible from outside of the home when not in use. Portable basketball hoops are permitted to remain outside the home, but not on common areas. Portable basketball hoops must be kept clean in a state of good repair at all times, including the base and net. No items may be stored on any portion of the basketball hoop or base.
- 11. **Residential use:** Each unit is restricted to residential use by the owner or owners thereof, their immediate families, guests, invitees or tenants. No trade or business shall be conducted, nor any commercial use made of any home. No lease or occupancy agreement for a home shall be for a period of less than 6 months or greater than one year.
- 12. **Temporary residences:** No structure of a temporary character, trailer, tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence, either temporarily or permanently.
- 24. **Waste disposal:** No lot or common area shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste.
- 25. **Flags:** No political/political movement flags are allowed. Only flags permitted by Florida law and flags for professional or college sports team may be displayed in any portion of the community. Only one professional or college sports team flag no larger than 3 feet by 5 feet is permitted on a Lot.

INSPECTION OF ASSOCIATION RECORDS

- 1. Any member requesting to inspect copies of official records of the Association must do so by sending the request via certified mail, in writing to the Property Management Firm.
- 2. All requests to review records must be specific in nature and clear as to what records are being requested.
- 2.1 Should the Association need additional specific information in order to fulfill a record request, the Association will schedule the inspection within ten (10) business days of the receipt by the Association of the specific detailed request being made.
- 2.2 Should the requesting member wish to copy the provided records, the copy charge shall be the maximum as allowable by F. S. Chapter 720 as amended from time to time.

- 2.3 Photocopies or digital copies shall not be released to the member or his or her authorized agent unless the cost of the copies is prepaid.
- At no time shall the Association be required to mail or send electronically official records to any requesting member or his or her agent, except in accordance with F.S. Chapter 720.
- 2.5 The Association shall not provide rights of inspection or copying of official records as to those official records which are not accessible as provided for under F.S. 720.303(s)(c), as amended from time to time.
- 3. Inspections shall take place at the following:
- 3.1 At the offices of the Property Management Firm or other designated location as determined by the Board of Directors. Inspection visits shall be limited to the normal operating hours of the Management Firm or the hours allotted by the Management Firm.
- 3.2 No member may inspect official records without the Association or its managing agent being present. Also present may be law enforcement officers, Directors and Officers of the Association and its legal counsel.
- 3.3 Only the owners of one lot and/or the authorized agents of the same may be present to inspect the official records during one inspection visit.
- 3.4 If an authorized agent will be attending the inspection visit, the member must provide the Association with written evidence that the person is in fact an authorized agent of the members.
- 3.5 At the time of inspection, the member shall indicate to the Association or its authorized agent, which records (if any) the member wishes to have copied.
- 3.6 Total inspection visits shall be limited per lot to one (1) eight-hour business day per month, or such amount allowed by F.S. Chapter 720, if greater.
- 3.7 Neither the Association nor its managing agent shall be required to answer any questions regarding the content of the official records inspected by the member or his or her authorized agent.
- 3.8 At no time shall the member or his or her authorized agent remove any official records from the office or location that the official records are kept or reviewed.

LAKE AREAS

- 1. No boating or swimming is allowed in the lakes.
- 2. No ball playing or recreational activities are allowed around the lake areas.
- 3. No bows and arrows, bb guns, airsoft guns, air rifles or other similar equipment is permitted around the lake area.
- 4. Only residents or guests of residents accompanied by a resident are allowed to fish in the lake.

- 5. No net or trap fishing is permitted.
- 6. Bass fish cannot be kept unless they are between thirteen (13) and seventeen (17) inches in length. Other size bass must be thrown back.
- 7. Wildlife shall not be disturbed, removed or taken as pets. No person may kill or attempt to kill iguanas or any other wildlife.

SALE/TRANSFER/LEASING/OCCUPANCY OF HOMES

- 1. No sale or transfer of a home or interest in a home or occupancy of a home shall be valid unless prior written approval is obtained from the Board of Directors of Lawrence Oaks Homeowners Association, Inc.
- 2. Any owner wishing to lease or sell a home or any person obtaining title to a unit through the death of an owner, must seek and obtain prior written Board approval. In the event of a lease (which would include lease renewal), sale, or gift, such written approval must be obtained prior to the occupancy under the lease, sale, gift or transfer. As to the devise or inheritance, the continued right to occupy or use a home shall be subject to prior written approval of the Board of Directors. Any person over the age of eighteen (18) who intends to occupy a home shall be screened and approved by the Association in writing prior to such occupancy. This includes any family member as well as roommates, lessees, and any guest of the home owner or their lessees that will be staying in the home longer than thirty (30) days.
- 3. An owner shall provide the Board of Directors with a least at least thirty (30) days prior written notice of a proposed sale, transfer, lease or occupancy, together with the transfer fee, name of the proposed owners, lessees and intended occupants and such other information as the Board may reasonably require. The Association is authorized to prescribe an application form requiring specific personal, social, financial, and other data relating to the applicants for purchase, occupancy or lease, as may reasonably be required by the Association in order to investigate the applicants and intended occupants within the limits extended to the Association for that purpose. The application shall be completed and submitted to the Association along with and as integral part of the notice for intended transfer.
- 4. The Board of Directors may charge a nonrefundable transfer fee in connection with an application for approval of a transfer including sale, inheritance, lease or change in occupancy. The transfer fee shall be \$150.00 per married couple (proof of marriage must be presented), \$150.00 for each single individual and any individual who will reside in the home and is eighteen (18) years of age or older regardless of familial status or relation to the applicant(s), or such greater amount as may be permitted by Florida Statutes and set by the Board of Directors.
- 5. A credit score of 650 or better is required for at least one (1) applicant for purchase, transfer, occupancy or lease. The Board may require personal appearance of any prospective owners and intended adult occupants at an interview as a condition of approval.

- 6. Any sale, transfer, occupancy or lease which is not approved or which is disapproved shall be void unless subsequently approved in writing by the Board of Directors. The Association shall have the right to remove any unauthorized or unapproved occupant(s) and/or owners from the home by injunctive relief or by other means provided in the Declaration of Florida law. The Association shall be entitled to recover from the owner and unauthorized purchaser, transferee, occupant and/or lessee any and all attorneys' fees and costs incurred in seeking relief for unapproved or unauthorized sales, transfers or occupancies.
- 7. No Owner shall lease or permit occupancy of the Owner's home other than by the approved Owner and the Owner's approved family members during the first two (2) years of ownership of the home; however, the Board of Directors may grant, in its sole discretion, an exception for hardship.
- 8. A guest staying in a home for more than thirty (30) days shall be considered a lessee or tenant, notwithstanding whether any money is exchanged, and subject to the screening and approval by the Association. A "temporary guest" is a guest that occupies a home for less than thirty (30) days. A lease, sale, gift, devise, or inheritance or guest use stated is referred to as a "Transfer" under this rule and regulation.
- 9. No sale, lease or occupancy by other than the approved owners shall be permitted if there are unpaid assessments, unpaid fines, or open violations on the home. Any and all violations must be cured PRIOR to the closing on the sale or lease of the home and must be signed off on by the Board of Directors. Unpaid assessments, fines, late fees, attorneys' fees and costs must be paid prior to or in conjunction with the sale, transfer, lease or occupancy and shall be a condition of approval.
- 10. The minimum term for a lease is six (6) months. Owners relinquish their rights to use the common areas and facilities during the term of the lease. Subleasing of a home is prohibited.
- 11. No Owner may lease a home in the Lawrence Oaks community more than once in any twelve (12) month period. For purposes of calculation, a lease shall be considered as made on the first day of the lease term.
- 12. No more than two (2) people per bedroom shall occupy a home. Three (3) bedroom homes shall be limited to six (6) people and four (4) bedroom homes shall be limited to eight (8) people. Garages shall not be converted to bedrooms for this calculation.
- 13. Lease Language: Every lease, whether oral or written shall contain, and if it does not contain, shall automatically be deemed to contain the following:
- 13.1 The lessee and all occupants of the home shall abide by all provisions of the Governing Documents and these Rules and Regulations, as amended from time to time, the failure of which shall constitute a material default and breach of the lease.
- 13.2 The parties recognize that the Association, as agent for the landlord/owner, is authorized to evict the tenants and occupants pursuant to Chapter 83 of the Florida Statutes, for violations of the Governing Documents and/ or these Rules and Regulations, as amended from

time to time. The Association is further authorized to evict a tenant if the tenant fails to pay all rent to the Association upon demand in the event the owner fails to timely pay assessments or remedy any outstanding violation(s).

"For Lease" or similar types of signs, banners or posters advertising the property for lease or rent are not permitted. "For Sale" signs (8 1/2" x 11") are only permitted in one street side window of the home. Signs must be professional in nature and may not be handwritten. No yard signs are permitted.

OWNERS RESPONSIBILITIES

- 1. **Asserting control:** No owner or resident shall direct, supervise or in any manner attempt to assert any control over the management company, its employees, agents or employees of the Association.
- 2. **External areas of property**: Lots/homes shall be kept in a clean and sanitary manner.
- 3. **Mailboxes**: Mailboxes must be kept clean and functional, at the expense of the homeowner. If mailbox must be replaced, it must be replaced with the exact type and color as is used throughout the community.
- 4. **Nuisance**: No nuisance shall be allowed or any use or practice that is a source of annoyance to other residents or interferes with the peaceful possession and proper use of the home by the resident thereof. No resident shall permit any disturbance that will interfere with the rights, comforts or convenience of others.
- 5. **Speeding:** The maximum allowable speed within the community shall be twenty (20) miles per hour for any vehicle. All vehicles must come to a full stop at all stop signs within the community. Speed limits must be obeyed.
- 6. **Soliciting:** No type of solicitation or any type of commercial activity is permitted.
- 7. **Unlawful use:** No improper, offensive or unlawful use shall be made of any home and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be strictly observed.

PETS

- 1. Any pet must not be a danger, an unreasonable nuisance or annoyance to the other residents in Lawrence Oaks. Offensive pets may be removed by the Association after written notice to the owner.
- 2. Pets shall be on a leash no longer than six (6) feet at all times when outside of the owner's home or in any common areas of Lawrence Oaks.
- 3. Animals shall not be chained outside the home.
- 4. Owners, tenants and guests are also permitted to have a reasonable number of fish, birds and reptiles provided they are not a nuisance or danger to members of the community. These types of pets are not permitted to be kept outdoors (i.e. patios, yards, screen houses).
- 5. The owner/ custodian of each animal and pet and or the individual walking the same, shall be required to clean up the pets' waste immediately upon its release.
- 6. The pet/animal owner and the owner of the home where the pet/animal resides or is visiting shall be strictly liable for any damages and/or injury caused by the pet/animal.
- 7. No feeding of pets/ animals either domesticated or wild is permitted on the common areas of Lawrence Oaks. In addition, residents and guests are prohibited from placing any food items within the property line of the home or common areas that will attract wild animals.

TRASH, RECYCLING, AND YARD WASTE

- 1. Only trash and recycling containers approved by the City of Boynton Beach may be used for trash storage and collection.
- 2. All trash shall be kept in closed trash containers. All trash and recycling containers are to be stored in the patio, garage, or behind a fence of the dwelling and kept out of sight from the road or from other homes until the eve prior to pick-up. No trash, debris, garbage cans or other bulk items for disposal may be placed on the common areas.
- 3. Trash and recycling containers may be placed for collection on the night prior to regularly scheduled pickup after 6:00PM. Trash and recycling containers must to be placed at the street. Trash and recycling containers shall be removed from the street prior to the evening on the day of pickup.
- 4. Bulk trash items in excess of one yard shall not be placed at the curb for disposal and pickup unless the resident disposing of such items has contacted the City of Boynton Beach for pick-up and notified the Association in writing of such disposal.

VEHICLES AND PARKING

- 1. Large trucks, boats, trailers, motor homes, buses and other such vehicles shall not be parked overnight in the parking areas, except as allowed in writing by the Association. Permission to park these types of vehicles must be given in writing by the Association prior to the vehicle being brought onto property.
- 2. No recreational or commercial vehicles ("prohibited vehicles") shall be parked anywhere within the Lawrence Oaks community, except for inside the homeowner's garage, including but not limited to: dirt bikes, or other two wheeled motorized vehicles; mopeds and other self-powered bicycles; dune buggies, swamp buggies and all terrain and off-road vehicles; any trailer or other device transportable by vehicular towing; semis, tractors or tractor trailers, buses, limousines, travel trailers, commercial vehicles as defined below; boats, jet skis or other watercraft; motorcycle delivery wagons, campers, recreational vehicles, mobile homes or mobile houses, truck mounted campers attached or detached from the truck chassis; motor homes or motor houses; motor vehicles not having any bodies whatsoever, or incomplete bodies; passenger automobiles that have been converted to a different type of motor vehicle by replacing the original body or by modifying the exterior of the vehicle; vehicles that are noisy, unsightly, are junkers, or have flat or missing tires, vans and sport utility vehicles unless permitted below. Covered vehicles are not permitted on driveways.
- 3. The following shall not be considered Prohibited Vehicles subject to other provisions in the Rules and Regulations of Lawrence Oaks:
- a. Moving Vans temporarily parked for the purpose of loading and unloading, and thereafter, only in areas designated by the Board of Directors of the Association.
- b. Service and delivery vehicles servicing a lot, during regular business hours and only for that period of time to render the service or delivery in question.
- c. Service and delivery vehicles servicing the Association, regardless of classifications, during regular business hours and only for that period of time to render the service or delivery in question.
- d. Police and Emergency Vehicles as provided for in the Rules and Regulations of Lawrence Oaks.
- e. Two-axle vans or with no indication of commercial use such as signs or exposed tool boxes, which have windows on the rear of the vehicle on both sides of the vehicle adjacent to the first row of seating, which have seats behind the front passenger and driver's seat, which were originally configured for a maximum seating capacity of 8 passengers and which can fit totally within the confines of the driveway of the home.
- f. A personal use pickup truck which is not a commercial vehicle as defined below, having a carrying capacity of three- quarter ton or less which can fit totally within the confines of the driveway of the home.

g. Personal use sports utility vehicles which can fit totally within the confines of the driveway of a home.

4. Classifications and Definitions

- 4.1 The most current edition of the N.A.D.A Official used car guide ("Guide") shall determine the classification of whether a vehicle is in fact a truck, van, or sports utility vehicle. If the Guide does not contain reference to a particular vehicle, then the manufacturer's classification shall control. If publication of the Guide shall be discontinued, an equivalent publication shall be selected by the Board of Directors to be used to determine vehicle classification hereunder. Except as otherwise provided as to certain vans and sport utility vehicles under the Rules and Regulations, a State registration or title classification shall have no bearing on determination of the classification under the Rules and Regulations.
- 4.2 A "commercial vehicle" shall mean any motor vehicle which is commercially lettered or contains a commercial or business logo or other exposed work-related accessories.
- 5. The following additional restrictions shall apply:
- 5.1 Notwithstanding any provision contained to the contrary above, no vehicle shall be permitted (and shall be considered a Prohibited Vehicle under this rule) if the vehicle is an eyesore, in a state of disrepair, a nuisance, does not appear operable, is not currently registered, or has an expired license tag. The Board of Directors shall be the final arbiter of whether a vehicle falls within a category of prohibited vehicles.
- 5.2 Each owner, whether it is the vehicle of the owner, his lessee, or otherwise, is responsible for any damages caused to the parking areas and road ways by the vehicles owner or driven by the owner, resident, guests, or invitees of the home.
- 5.3 Other than landscaping equipment as directed by the Association no vehicles shall be parked on the grass or in the streets or blocking sidewalks.
- 6. Parking on the grass in the common area is strictly prohibited.
- 7. Every person parking a vehicle within Lawrence Oaks does so at his or her own risk and the Association is not responsible for any damages to same, whether or not the Association is negligent.
- 8. Street Parking NO VEHICLE SHALL PARK IN THE T-TURNAROUNDS AT ANY TIME. Due to the fact that the builder did not provide for guest parking, we are allowing guests of our residents to temporarily park in the street if there is no more room on the driveway to accommodate guests. Please use common sense when parking in the street as to allow for a smooth flow of traffic. In other words, do not park two cars on opposite sides of any road in the same vicinity. Move up or down so that the flow of traffic is not blocked. Failure to do so may result in the towing of the vehicle or booting at the owner's expense. There is no parking in the street after midnight. Cars that are parked in the street after midnight will be stickered and/or towed/booted at the owners' expense.

9. **Remedy-** If upon the Association's compliance with Florida Statutes and applicable County ordinances, as amended from time to time, an offending vehicle owner does not remove a prohibited vehicle or improperly parked vehicle from Lawrence Oaks, the Association shall have the option and right but not the obligation to have the vehicle towed away at the vehicle owner's expense or booted.

MOTOR VEHICLE MAINTENANCE

1. No maintenance shall be permitted to any motor vehicle with in Lawrence Oaks except for the following: changing of batteries, changing of flat tires, and filling radiators with water.

VALIDITY

If any Rule or Regulations contained herein shall be deemed to be invalid by a court of law, such fact will in no way affect the validity of any other Rule or Regulation.

Adopted by the Board of Directors on July 2, 2024.