## Lawrence Oaks Homeowner's Association, Inc.

c/o Southern Shores Management Inc. 6801 Lake Worth Rd., Suite 350 Greenacres, FL 33467

PHONE: 561-460-2619

## Lease Application – Interview Required

Information is required on all applicants. COMPLETE ITEMS 1 TO 10 & SUBMIT AT LEAST 30 DAYS PRIOR TO LEASE DATE. Old application packages will not be accepted.

## MAIL OR DROP OFF APPLICATION PACKAGE AT OUR OFFICE

If copies are needed a charge of 0.25 cents per page is required. Checks made payable to Carolina Management Services, Inc.

1.	Current Information form (all information must be completed). (pg. 3)
2.	Lease Application form (all information must be completed). (pg. 4)
3.	Pet Acknowledgement Form (pg. 5)
4.	Residential Screening Request & Disclosure & Authorization Agreement to be completed by all ADULTS (18 and over) renting or residing at the property. Print
5.	extra pages as needed. (pg. 6-7)  If you are interested in receiving all official notices from the Association by electronic transmission you will need to complete the "Written Consent to Receive Official
6.	Notice(s) by Electronic Transmission" form. (Pg. 8) All adult occupants (18 and over) review the Rules and Regulations. Sign and print your name at the bottom. The rules will be reviewed at the welcome meeting. (pg. 9+)
7.	Provide a copy of the executed lease contract naming Tenant(s)
8.	Provide a copy of registration and proof of insurance and picture for each vehicle.
9.	Provide a picture ID for each adult (18 and over) resident (legible copy of driver's license or passport).
10.	\$100.00 MONEY ORDER OR CASHIER'S CHECK ONLY per applicant (18 or over) other than husband/wife or parent/dependent child, which are considered one applicant representing a non-refundable application processing fee made payable to LAWRENCE OAKS HOA, INC.
11.	\$100.00 OO MONEY ORDER OR CASHIER'S CHECK ONLY per applicant (18 or over) other than husband/wife or parent/dependent child, which are considered one applicant representing a non-refundable administrative fee made payable to Southern Shores Management, Inc.

\_\_\_\_\_12. \$40.00 MONEY ORDER OR CASHIER'S CHECK ONLY per applicant (18 or over) for a screening fee payable to LAWRENCE OAKS HOA, INC.

## Application Criteria

An applicant may not be approved based on one or more of the following:

- 1. Application not completed in full.
- 2. False information provided in application.
- 3. Credit score is not at least 650 or above
- 4. Prohibited vehicles are only permitted if stored within the enclosed garage, which are as follows:
  - A) a vehicle without a current license plate tag displayed, B) a vehicle that cannot operate under its own power, C) commercial vehicles, D) recreational vehicles, E) boats, F) trailers,
  - G) campers, H) vehicles shall be kept in proper operating condition so as not to be a hazard or a nuisance by noise, exhaust emission, appearance or otherwise, I) 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 .
- 5. Applicant(s) may not be approved by the closing date if the application is not submitted 30 days prior to closing.

Any person over the age of eighteen (18) residing within a home shall be required to be screened and approved by the Association prior to the approval of occupancy. This includes any family member as well as roommates, lessees, and any guest of the homeowner or their lessees that will be staying in the home longer than thirty (30) days.

## <u>Current Information</u>

(All information must be printed and readable)

Property Address:
Name of Current Owner:
Current Owner Phone Number:
Name of Tenant(s):
Tenant(s) Phone Number:
Tenant(s) Email Address:
Lease Date:
Realtor Phone Number & Name:

## Lease Application

## TENANT(S)/ INFORMATION:

Information regarding each person to live in the unit. (Including children) (Use a separate sheet of paper for information regarding all additional residents, as needed)

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<u>ICENSED DRIVERS</u> :  o be residing in the Community			
Name:	License #		State:
Name:	License #		State:
Name:	License #		State:
Name:	License #		State:
Others:			
/EHICLES: Provide a copy of registration and			
Make & Model of Vehicle	License Number	Color	State Registered

## Pet Acknowledgement Form

I am aware of the Association's Rules and Regulations regarding pets in Lawrence Oaks Community and agree to abide by them.

Landlord Signature	Date
Landlord Printed Name:	
Tenant Signature	Date
Tenant Printed Name:	

# LAWRENCE OAKS HOA, INC. / Ref# \_\_\_\_\_\_RESIDENTIAL SCREENING REQUEST

First:	Middle	: Last:	
Address:			
City:		ST:	Zip:
SSN:		DOB (MM/DD/Y	YYY):
Tel#:		Cell#:	
CURRENT EMPLOYER	2		
Company:	N/A	Tel#:	N/A
Supervisor:	N/A	Salary:	
Employed From:	To:	Title:	N/A
Current Landlord			
Company:	N/A	Tel#:	N/A
Landlord:	N/A	Rent:	N/A
Rented From:	N/A	To:	N/A
I have read and signed	d the Disclosure a	and Authorization A	greement.
SIGNATURE:		DATE:	

## FIDELITY DATA SERVICE

#### PURCHASE/ TENANT

### AUTHORIZATION OF A CONSUMER AND/OR INVESTIGATIVE CONSUMER REPORT

I, the undersigned consumer, do hereby authorize Fidelity Data Service to procure a consumer report and/or investigative consumer report on me. I understand that this authorization and release shall be valid for subsequent consumer and/or investigative consumer reports during my period of my occupancy.

These above-mentioned reports may include, but are not limited to, information as to my character, general reputation, and personal characteristics, discerned through employment and education verifications; personal references; personal interviews; my personal credit history based on reports from any credit bureau; my driving history, including any traffic citations; a social security number verification; present and former addresses; criminal and civil history/records; any other public record. I further authorize any person, business entity or governmental agency who may have information relevant to the above to disclose the same to Fidelity Data Service by and through its' independent contractor, including, but not limited to any and all courts, public agencies, law enforcement agencies and credit bureaus, regardless of whether such person, business entity or governmental agency compiled the information itself or received it from other sources. I understand that I am entitled to a complete and accurate disclosure of the nature and scope of any investigative consumer report of which I am the subject upon my written request to Fidelity Data Service, if such is made within a reasonable time after the date hereof. I also understand that I may receive a written summary of my rights under 15 U.S.C. § 1681et. seq. and Cal. Civ. Code § 1786.

## PLEASE PRINT OR TYPE Signature:\_\_\_\_\_ Print Name: \_\_\_\_\_\_Date: \_\_\_\_\_ Home Phone: Work phone: **EMAIL:** Cell Phone: IDENTIFYING INFORMATION FOR CONSUMER REPORTING AGENCY (PLEASE PRINT OR TYPE) **SOCIAL SECURITY #: DRIVERS LICENSE # AND STATE:** GENDER\* (M or F) **DATE OF BIRTH: OTHER NAMES USED?** YEARS USED: **CURRENT ADDRESS:** PREVIOUS ADDRESS:

<sup>\*</sup>Without this information, we will be unable to properly identify you in the event we find adverse information during our background investigation.

# PLEASE LIST ALL ADDRESSES FOR LAST SEVEN (7) YEARS (If you need additional space please use the back of this form)

STREET	,		
CITY	STATE	ZIP	
DATES LIVED	HERE		
LANDLORD N	AME & PHONE		
STREET/P.O. B			
CITY	STATE	ZIP	
DATES LIVED	HERE		
LANDLORD N	AME & PHONE		
STREET/P.O. B			
CITY	STATE	ZIP	
DATES LIVED	HERE		
LANDLORD N	AME & PHONE		

## Written Consent to Receive Official Notices by Electronic Transmission

_, as a tenant of the following property
provide Written Consent to receive all Official to the following email address.
ch Electronic Transmissions are not blocked stand that notwithstanding such opt-in the s to me via U.S. mail at my official mailing
Date
like to still access the Owner Access Tops ulk emails, please provide your information

## Copy of Your Rules and Regulations

Interviewer:	Interview D	)ate:		
Signature of Tenant acknowledge, understand, and agree to comply with the rules.				
Tenant Signature	Tenant Signature	Date		
Tenant Signature	Tenant Signature	Date		



CFN 20210436586

OR BK 32888 PG 1962 RECORDED 09/22/2021 10:52:46 Palm Beach County, Florida Joseph Abruzzo, Clerk Pss 1962 - 1983; (22pss)

Prepared by: Lawrence Oaks Homeowners Assoc. Inc. 7940 Manor Forest Blvd. Boynton Beach, FL 33436

#### AFFIDAVIT OF ACKNOWLEDGEMENT

STATE OF FLORIDA COUNTY OF PALM BEACH

**BEFORE ME**, the undersigned authority, on this day personally appeared RONALD SNITIL the undersigned (hereinafter known as the "Affiant"), known to me, and being duly sworn did depose and say:

- 1. Affiant is the President of Lawrence Oaks Homeowners Association, Inc.;
- 2. Affiant acknowledges the existence of the Lawrence Oaks Homeowners Association, Inc. Rules and Regulations established as of August 2021.
- 3. Affiant further attest that the preceding or attached document is a true, exact, complete and unaltered copy of the Law Oaks Homeowners Association Inc, Rules and Regulations.

RONALD SNITH, President

The foregoing instrument was acknowledged before me by means of  $\Box$  physical presence or  $\Box$  online notarization this \_\_\_\_\_ day of \_\_\_\_\_\_, 2021 by Ronald Snitil,

President of Lawrence Oaks Homeowners Association, Inc.

NATALIE GOODWIN Notary Public-State of Florida Commission # GG 935774 My Commission Expires February 27, 2024

(Signature of Notary Public State of Florida)

Natalie Goodwin

(Print, Type, or Stamp

Commissioned Name

of Notary Public)

Personally Known R Produced Identification
Type of Identification Produced

## Lawrence Oaks Homeowners Association

# RULES AND REGULATIONS August 2021



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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 Board can rectify the violation themselves at the owners' expense;
- (iii) Fine the homeowner up to \$100 per day for a maximum of \$1,000 per existing violation.
- (iv) Homeowner may, at the Boards discretion, be sent to the attorney for further action.

## **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 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 including the pool and clubhouse.

Comcast Bulk Cable agreement - Xfinity X1 digital starter program. Must call Bulk Services/Business Accounts Department (877) 761-7401 and inform them you are a member of the Lawrence Oaks HOA, Inc. They will go over details of what is include in Bulk Service. Please note there is a charge for a Tech to come out and do install. There is no charge if the equipment is picked at local Xfinity Store located at 9173 W Atlantic Ave, Delray Beach, FL 33446. Lastly, please understand that an individual Xfinity Account is still required. The Association only pays for service included in the bulk service agreement on the Homeowner's behalf.

## 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 is responsible for providing 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

1

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

**ARA** - Whenever an ARA is required to be submitted to the ARC, The HOA will review the application and issue the appropriate approval or denial within thirty 30 days of the completed application being submitted. If no denial is provided within thirty 30 days the request will be deemed approved. Note: incomplete applications will be rejected and returned.

### 1. BUILDING 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. When an owner must paint their home, 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. 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 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.

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.) 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.
- 1.5 **Window Treatments:** Window treatment shall consist of drapery, blinds, decorative panels or other similar materials, and 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.
- 1.6 **Fences:** Fences shall be made of wood, PVC, aluminum, or composite material and shall be of a style approved by the Association. 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 and exhibits a threat to neighboring homes will be required to be removed or repaired at the cost of owner. Fencing for homes around the lake must not exceed 4' high, and must be metal fencing to prevent obstruction of neighbors' view of the lake.
- 1.7 Gazebos and Sheds: Should an owner wish to install a gazebo or gazebo type structure on their property, the owner will 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 will be permitted. All gazebo 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 are to be removed (or opened) within ninety-six (96) hours of the cancellation of any exiting storm warnings.

1.8.3 In the case of seasonal (while unoccupied) homes, owner must make arrangements for installation and removal as noted above in 1.8. 2. No hurricane shutters are to remain in use on occupied or unoccupied homes.

### **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. Anyone using the amenities without a valid ID shall be asked to stop use of the amenities.

#### 2. Clubhouse Use

2.1 Approved residents may obtain an agreement from the Association to 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 shall be permitted to 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. Due to the lack of available parking guests may 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 your 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 or clubhouse area.
- 3.12 No glass containers are permitted in the pool area.
- 3.13 No more than eighteen (18) 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 Any individual suffering from incontinence must wear protective clothing (e.g. swim diaper or waterproof underwear) before entering the pool.
- 3.17 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.
- 3.18 No roller skates, skateboards, inline skates, motor scooters, or bicycles are permitted at the clubhouse area or within any of the common amenities.
- 3.19 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.
- 3.20 All posted pool rules must be obeyed at all times.
- 3.21 No diving or jumping, excessive splashing, horseplay, boisterous conduct or running will not be permitted and shall be cause for ejection from the pool.
- 3.22 Use of scuba equipment, or Styrofoam items are not permitted in the pool. Use of safety devices, masks, and snorkels are permitted.
- 3.23 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.
- 3.24 Lawrence Oaks reserves the right to deny the use of the pool and pool deck area to anyone at any time.
- 3.25 The pool opens at dawn daily and closes at dusk.
- 3.26 Umbrellas must be closed prior to your 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.

LEGAL ACTION: The Association may seek pursuit mediation and thereafter file a lawsuit against the owner and/ or tenant, guest or invitee.

ATTORNEY'S FEES/ COSTS: If the Association is forced to take 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, as the prevailing party of such action, will be entitled to recover the Association's reasonable attorney's fees and costs from such owner, guest, tenant or invitee, for all trial, bankruptcy and appellate levels.

### PENALTIES AND ASSESSMENTS

- 1. Any expense incurred by the Association in enforcing these provisions shall be charged against the residence owner violating these provisions.
- 2. 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.
- 3. A fine of \$100.00 per day up to \$1,000.00 may be levied for each individual violation.

#### GARAGE SALES

1. No home will host more than (2) garage sales per calendar year. Sale hour 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 in the backyard only.

- 3. Common area: Nothing shall be placed on common areas such as swings, etc.
- 4. **House numbers:** House numbers must be clearly visible and must be of a size to meet Boynton Beach City Code and placed above garage door (side of garage door is acceptable) 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 exterior 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 your lot.
- 8. **Lighting:** The cost to repair damage to the lighting resulting from any action of an owner, his/her family, guest, tenant or invite will be charged to the owner.
- 9. **Maintenance fees:** All owners are responsible for paying the quarterly maintenance fees by the first of the month that they are due. A late fee will be added for any payments received after the 10th of the month, in which the payment is due. 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 incurred by the Association. A lien may be placed on the home and foreclosure procedures may be instituted.
- 10. **Personal property:** Bicycles, toys, basketball hoops and other personal property shall be kept, stored and placed in an area not visible from outside of the home when not in use.
- 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.
- 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.
- 13. **Waste disposal:** No lot or common area shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste.
- 14. Flags: No political/political movement flags are allowed.

## 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. A vague or non-specific request shall result in the Association requesting additional specifics as to which records are being requested from the requesting member of the Association.
- 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.
- 2.4 At no time shall the Association be required to mail official records to any requesting member or his or her agent, except in accordance with F.S. Chapter 720.
- 2.5 If a requested record relates to an official record which the Association does not have, the Association shall so notify the member of that fact within ten (10) business days of its receipt of the written request.
- 2.6 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. 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. The intention is to require owners of more than one lot to schedule individual inspection visits.
- 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. Only residents or guests of residents are allowed to fish in the lake.
- 4. No net or trap fishing is permitted.
- 5. Bass fish cannot be kept unless they are between thirteen (13) and seventeen (17) inches in length. Other size bass must be thrown back.
- 6. Wildlife shall not be disturbed and shall not be taken as pets.

## **LEASING OF HOMES**

- 1. On August 1, 2012, an Amendment to our Declaration of Covenants, Restrictions and Easements for Lawrence Oaks was approved and recorded with Palm Beach County, of which notice to all Members of the Association was mailed on August 8, 2012 restricting a purchaser from buying and renting houses in our community without having owned the home for two (2) years. The intent is to preserve the single family oriented, non-transient atmosphere in our community. Please see Amendment for more details. 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 approval must be obtained prior to the occupancy under the lease, sale, or gift. 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 guests occupying a home overnight in the absence of the owner for more than thirty (30) days must obtain approval of the Association to continue occupying the home. The term "absence of a host" shall mean where the owner or lessee. which must be the host, does not also stay overnight with the guest. A lease, sale, gift, devise, or inheritance or guest use stated is referred to as a "Transfer" under this rule and regulation.
- 2. **Screening & Requirements:** Any person over the age of eighteen (18) residing within a home shall be required to be screened and approved by the Association prior to the approval of 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. In addition;
- 2.1 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.

- 2.2 No lease shall be made more often than twice 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.
- 2.3 Subleasing of a home shall be prohibited.
- 2.4 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.
- 2.5 A credit score of 650 per lessee or better is required in order for application to be considered.
- 3. The Association is vested with the authority to prescribe an application form requiring specific personal, social, financial, and other data relating to the applicants and intended occupants, as may reasonably be required by the Association in order to enable the Association to reasonably investigate the applicants and intended occupants within the limits extended to the Association for that purpose as set forth in these Rule and Regulation. The application shall be completed and submitted to the Association along with and as integral part of the notice for intended residency.
- 4. The Board of Directors is permitted to charge a nonrefundable application fee and security deposit in connection with an application for approval of a lease or rental agreement. The application fee shall be assessed per married couple (proof of marriage must be presented if last names differ), and/or single lessee. A charge for each additional individual who will reside in the home and is eighteen (18) years of age or older will also be assessed regardless of familial status or relation to the applicant(s).
- 5. Lease Language: Every lease as of the date of recording of this Rule, whether oral or written shall contain, and if it does not contain, shall automatically be deemed to contain the following:
- 5.1 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.
- 5.2 The parties recognize that the Association as agent for the landlord/owner, has the power to evict the tenants and occupants under Chapter 83 of the Florida Statutes, for violations of the Governing Documents and/ or these Rules and Regulations, as amended from time to time or unless the tenant pays all rent to the Association upon demand or if the owner fails to timely pay assessments or remedy any outstanding violations.
- 6. "For Lease" signs are not permitted.

### SALE OF HOMES

No sale, conveyance or lease of any property unit located within the development shall be valid unless prior approval is obtained from the Board of Directors of Lawrence Oaks Homeowners Association, Inc.

- 1. "For Sale" signs (8 1/2" x 11") are only permitted in one street side window of the home. Signs must be processional in nature and may not be handwritten. No yard signs are permitted. An owner shall provide the Board of Directors with written notice of a transfer in ownership or of lease at least thirty (30) days prior to the proposed transfer. Occupancy thereunder, 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 Board may require personal appearance of any owners, tenants, and intended adult occupants as a condition of approval. The Board of Directors shall have a period of fifteen (15) days from the date of its receipt of the transfer fee, the notice and all information and appearances requested, within which to approve or disapprove of the proposed transfer. The failure of the Board to approve or disapprove within this time period shall constitute an automatic approval of the Board of Directors.
- 2. Any transfer which is not approved or which is disapproved pursuant to the terms of the Rules and Regulations of Lawrence Oaks shall be void unless subsequently approved in writing by the Board of Directors. The Association shall have the right to remove any occupant(s) and personal belongings by injunctive relief or by other means provided in the Declaration should this rule and regulation be violated.
- 3. The Association is vested with the authority to prescribe an application form requiring specific personal, social, financial, and other data relating to the applicants and intended occupants, as may reasonably be required by the Association in order to enable the Association to reasonably investigate the applicants and intended occupants within the limits extended to the Association for that purpose as set forth in this rule and regulation. 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 is permitted to charge a nonrefundable transfer fee in connection with an application for approval of a transfer. Until changed by the Board of Directors the transfer fee shall be \$100.00 per married couple (proof of marriage must be presented), \$100.00 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).
- 5. No home shall be permitted to be sold if there are unpaid assessments, unpaid fines, or open violations on the home. Any and all violations must be cured PRIOR to the closing of the home and must be signed off on by the Board of Directors or Community Manager.

## OWNERS, RESPONSIBILITIES OF

- 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, 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. Offensive pets may be removed by the Association after written notice to the owner. Should it become necessary for litigation to occur, the prevailing party shall be entitled to recover reasonable costs of proceedings and attorney's fees.
- 2. Pets shall be on a leash at all times when outside of the owner's home or in any common areas of Lawrence Oaks.
- 3. Dogs are not permitted to 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 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 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.
- 8. Exception: The provisions of the Rules and Regulations of Lawrence Oaks shall yield where necessary to meet the needs of handicapped persons pursuant to fair housing laws. Any resident or guest who meets these requirements must complete an application package with the Association that can be obtained from the Community Manager.

## TRASH, RECYCLING, AND YARD WASTE

- 1. 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.
- 2. Trash and recycling may be placed for collection on the night prior to regularly scheduled pickup after 6:00PM. Trash is 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.

### VEHICLES AND PARKING

- 1. Large trucks, boats, trailers, motor homes, buses and other such vehicles shall not be allowed to park 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. The following vehicles and items ("prohibited vehicles") shall not be permitted to park anywhere outside of the homeowner's garage: 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; 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 to sit 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 for the purpose of loading and unloading, and thereafter, only in areas designated by the Board of Directors of the Association.
  - b. Vehicles, regardless of classification, necessary for the maintenance, repair and protection of any property within Lawrence Oaks.
  - 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. Certain vans and sport utility vehicles which are permitted. A two-axle van or sports utility vehicle which is not a commercial vehicle as defined below; which contains windows on the rear of the vehicle, on both sides of the vehicle adjacent to the first row of seating, vans 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. Certain pickups which are permitted: A 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.

#### 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 that is used by the owner of the vehicle in day-to-day business. Actual use of the vehicle shall yield to its outward appearance.
- 5. The following additional restrictions shall apply:
- 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, does not appear operable, is not currently registered, or has an expired license tag.
- 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 Due to the fact that the builder did not provide for guest parking, we are allowing guests of our residents to 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 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 of Towing If upon the Association's compliance with Section 715·07· Florida Statues 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.

### MOTOR VEHICLE MAINTENANCE

 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 August 2021.