

# RULES AND REGULATIONS



**THE LAKES HOA**  
5045 NW 11 AVENUE  
DEERFIELD BEACH, FL 33064

WE TAKE PRIDE IN OUR COMMUNITY

All the owners pay for the amenities provided for your pleasure and we ask all residents to respect the grounds and amenities, and everyone's right to quiet enjoyment.



THESE RULES AND REGULATIONS ARE TAKEN  
FROM AND IN ADDITION TO YOUR BYLAWS.

## ARTICLE VII

**Section 21. Additional Rules and Regulations.** Attached hereto as Schedule A are certain additional rules and regulations of the Association, which are incorporated herein by this reference, and which may be modified, in whole or part, at any time by the Board of Directors of the Association.

## **1. INSPECTION AND COPYING OF RECORDS**

Any member wishing to inspect records may do so during regular business hours with a written request ten business days prior to viewing. Copying records requires a written request ten business days prior and will be limited to no more than one request within a 60-day period. There will be a \$0.25 charge for each copy or sheet requested. Any extensive copying to be done may require a service charge due to the time and labor involved. This cost will not exceed \$0.50 per copy and the current hourly salary of office personnel with a minimum of one-hour labor.

## **2. COMMERCIAL VEHICLES**

Will be limited to Cars, Vans, ATV's, SUV's, Small Trucks or Pickups with lettering that shall either be covered and/or removed when on premises. This will also include Vans, Pick-ups or Trucks that shall not be permitted to expose work machinery, construction materials, or construction debris. Custom commercialized painted vehicles are NOT permitted to park in the community overnight UNLESS COVERED, nor are trucks weighing 26,000 pounds or more or have 3 or more axles.

## **3. SWIMMING POOL / PLAYGROUND / TENNIS COURTS**

Swimming Pool / Playground / Tennis Courts are permitted only from the hours of DAWN to DUSK daily and the gates are to be closed at all times. Children under the age of 13 years of age MUST be accompanied by a responsible adult swimmer. All persons using the Swimming Pool / Playground / Tennis Courts do so at their own risk. All persons must shower thoroughly BEFORE entering the pool. No pets shall be permitted in the swimming pool or in the pool area, Playground & Tennis Courts at any time. No running shall be permitted in the pool area/ Playground / Tennis Courts. No food or beverages in glass containers or glass objects shall be permitted in the pool area/ Playground / Tennis Courts. Persons using suntan oil, lotions or any other substance shall not use poolside furniture unless such furniture is completely covered by a towel or other protective material. During the winter season, as determined by the Board of Directors, the pool shall be heated to a comfortable temperature within the discretion of the Board of Directors. A registered resident must accompany all guests at all times. All persons using the swimming pool must have proper swimming attire. NO swimming allowed in the lakes at any time.

## **4. VEHICLE MAINTENANCE AND/OR PARKING**

No vehicle maintenance or repairs shall be performed on the Association property. All vehicles are to be properly registered by the state with copies of the vehicle registration on file with the Association. Proof of residency is required. Registration with the Association can be done during regular business hours. All vehicles must be movable under their own power. Residents must park on paved driveways in front of their unit or at designated parking areas. Grass parking is not allowed at any time unless in designated parking areas as indicated by signs. Guest parking is by guest pass only. Guest passes are issued to each homeowner and must be hung from rear view mirror at all times while on premises. Overnight street parking is NOT allowed Sunday through Thursday from 10PM to 6AM; Friday and Saturday from 1AM to 6AM. Parking is forbidden at all times under any circumstances to residents, their guests, workmen or any other visitor in the turn-around areas which are for emergency vehicles only. Residents of The Lakes are responsible for their guests/invitees' parking. **Unauthorized** parking by homeowners and/or their visitors will result in a courtesy letter advising the resident of such **unauthorized** parking. Any subsequent violation of a parking rule will result in the vehicle being booted without notice. If the vehicle is still not removed after 24-hours, then it will be towed from the community.

## **5. BOARD MEMBERS**

Any homeowner that is a full-time resident may become a board member. This is a volunteer job, which does require Board and / or Homeowner's meetings. No Board member shall miss three consecutive Board meetings. It will be the Board's discretion to replace any Board member who violates this rule.

## **6. FOR SALE SIGNS**

"For Sale" signs to be displayed shall only be issued by the Association and will be installed by the association's authorized agent. Homeowners will be required to pay a deposit for each sign as determined by the Board of Directors. Deposits will be refunded upon return of the sign in proper condition. Only one sign will be authorized per unit.

## **7. LEASES**

Homeowners may not lease their unit until 24 months from the date of purchase. A lease shall not be for a period of less than 6 months and unit can only be leased once a year. No unit shall be subleased and rental of one room in unit is prohibited. The Board of Directors must approve all leases. The Association can terminate the lease of a tenant who is not abiding by the Declaration, Articles of Incorporation, Rules & Regulations or any agreement administered by the Association. A \$300 deposit is required, which will be refunded at termination of lease minus any repairs for damage by tenant to common areas. The owner will be jointly and severally liable with the tenant to the Association for any amount in excess of such sum which is required by the Association to affect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. Any balance remaining in the escrow account, less an administrative charge not to exceed \$25.00, shall be returned to the Owner within ninety (90) days after the tenant and all subsequent tenants permanently vacate the subject unit. A copy of a lease renewal must be given to the office. Guest passes are to be returned to owner. If tenant fails to return passes, \$50 will be deducted from the deposit.

## **8. CONTRACTORS**

No owner will instruct or order any work to be done to any common areas. Employees and contractors are and will be instructed through the Board of Directors or its agents only.

## **9. HURRICANE SHUTTERS**

Upon issuance of hurricane warnings, standard hurricane shutters or panels, as approved by the Board of Directors may be used; providing that such shutters shall be removed forthwith when the hurricane conditions have abated.

## **10. REFUSE: GARBAGE AND BULK TRASH**

All garbage, newspapers, magazines, food remains, etc. is to be deposited in the bins provided by the city and is to be put to the curb the nights before pickup (Mondays and Thursdays) and are to be put away the same evening. Disposal of trash bags and/or household trash, e.g. furniture, appliances, yard/tree waste, etc., is to be put at the curb of your unit the night before pickup (Tuesdays). All construction or demolition debris (carpet, drywall, tile, concrete, wood items such as cabinets) are to be in a separate pile as the city charges per cubic yard and a notice of fee charged will be attached to that debris. The owner must call the

city and pay for whatever charge is specified on the notice. See Garbage Pickup notice on website under "Documents" for more details.

#### **11. SPEED LIMIT**

Speed limit in The Lakes Villas is 15 MPH on all our roads. Stop signs must be obeyed.

#### **12. POSTING & PROPAGANDA**

At no time will there be allowed any posting of any Signs, Letters, Notes, Pictures, Brochures, Advertisements or any written visual propaganda not approved by the Board of Directors. There is no soliciting allowed in this community. Only the Board of Directors has the authority to post any information to this community.

#### **13. INSTALLATIONS OF SATELLITE DISHES**

No satellite dishes shall be installed without approval of the Architectural Review Committee.

#### **14. CARE OF PROPERTY**

Any and all planting of beds shall be maintained and mulched. Lawns must be watered. Plants and decorative landscape shall be properly groomed, fertilized and irrigated. Homeowner's irrigation systems shall be maintained by the homeowner in good working condition. The Board of Directors must approve installation and replacement of all trees or large plants. The planting of fruit trees is not permitted on common ground. Board approved screened enclosures shall be maintained by homeowners, e.g. torn screens, excessive lime deposits, etc. Homeowner gutters shall be cleaned of debris and maintained to permit proper water run-off. The exterior of each residence shall be maintained and cleaned in a fashion that allows for a better-looking community. No homeowner shall connect private pumping systems from our lakes for private irrigation.

#### **15. OBSTRUCTIONS AND DESTRUCTION OF PROPERTY**

There shall be no obstruction or cluttering of the Association property, including and/or without limitation, sidewalks, automobile parking spaces, lawns, entrance ways, patios, or courts, other common elements, or areas. This includes any cutting of trees or shrubs belonging to the Association and not of your own personal property. There shall be no marking, marring, damaging, destroying, or defacing of any part of the Association property. Members shall be responsible for and shall bear any expense of such damage caused by said member, his family, guests, lessees, and/or investors.

#### **16. TEMPORARY STRUCTURES & RECREATIONAL VEHICLES OR WATERCRAFT**

No structure of a temporary character, e.g., a 6' shed, tent, gazebo, or anything higher than the top of the fence is not permitted to be installed if it can be seen by your neighbor or from common ground. No trailer, mobile home, recreational vehicle, boat or watercraft of any kind shall be permitted on the property at any time, or used at any time on the lake or as a residence.

## **17. USE OF COMMON ELEMENTS**

The common elements of the association are for the exclusive use of the association members and their immediate families, lessees, resident house guests and a guest accompanied by an association member or member of their immediate family.

## **18. NOISE AND NUISANCES**

No noxious, offensive or unlawful activity shall be carried out on The Properties, nor shall anything be done thereon which may be or may become an annoyance or nuisance to other Owners.

No person shall create any plainly audible noise that disturbs the peace, quiet, and comfort of the adjoining units or neighboring inhabitants or persons. Furthermore, noise of such character, intensity or duration detrimental to the life or health of any individual is prohibited. All noise, including and without limitation, is described as talking, singing, barking, television, radio, record player, tape recorder, iPod or musical instruments, and shall be kept at such volume level that said noise is not audible as aforementioned after 10 PM Monday through Thursday and 12 AM Friday and Saturday. Children shall not play on or about common areas of the Association in an unruly or exceptionally noisy manner.

## **19. ANIMALS**

No Animals that may be determined to be livestock or poultry are allowed in any unit. Household pets are defined as dogs, cats and domestic birds, and are allowed as long as they do not become nuisance nor annoyance to any other owner. No more than two pets per household. All pets must be registered with the association and county. Each dog must be on a leash when on common elements. No pets may be tied to any trees or staked to the ground on their property or left unattended on common elements. Owners are responsible for removing all of their pet's feces from their property and common ground as it is a toxic contaminate and eventually leeches into the ground water.

## **20. VIOLATIONS**

The board may impose a fine for any owner, their family, guests, employees, or invitees for failure to comply with any rule or regulation presented in the Articles, Declarations, Bylaws or Rules & Regulations. Failure of any owner to comply with any restriction, covenants, or rules shall be grounds for immediate action, such as warnings and fines. Fines for non-compliance or violations will not exceed the following:

1. First occurrence – Violation Issued Warning
2. Hearing and Optional Fine if not remedied within 14 days
3. \$100.00 per violation/daily up to \$1,000.00
4. Notice given of fine and amount, must be paid within 30 days if not remedied. If violation is remedied before 30 days, no fine.

## **21. LEGAL ACTIONS**

Any maintenance payment and/or special assessment payment past due 90 days will be turned over to the attorney at the Board's discretion or when the past due balance has reached \$1,000. This may include placing a lien on the property. Delinquent homeowners will be subject to legal and administrative costs.

## **22. REGISTRATION**

The Board of Directors is empowered to and will periodically require registration of all approved residents in The Lakes, including owners and renters. Such registration shall include registering the names of all residents, their vehicles, and their pets for the purpose of ensuring that all persons, vehicles and pets have been screened and approved by the association and are legally living in The Lakes, as authorized and required pursuant to the Declaration and other governing documents. Persons who have not been screened and approved for residency will not be permitted to remain unless and until they have properly applied for and been screened and approved according to governing documents and the Rules & Regulation. This policy shall not include temporary visiting guests. Pursuant to the foregoing policy, subsequent to the effective date of this rule, any vehicles that have not registered and have not been issued a parking decal or sticker will be towed at any time wherever vehicle is parked, including driveways, after the appropriate notice is given, as required by the Declaration.

## **23. ARCHITECTURAL REQUESTS**

Any outside changes to your home whether it be something attached to the unit, or something large added to your front or back area e.g. (a shed), or something removed, must be requested on an Architectural Request form which must be dated and approved by the Architectural Committee before commencing the addition or removal. Homeowners are not permitted to change the overall aesthetic look of the community per The Declaration of Covenants.

## **24. PLANTING TREES ON COMMON GROUND**

Planting any trees on common ground needs authorization from the Association. Fruit trees are not allowed due to the attraction of animals (e.g., rats, raccoons, iguanas) and otherwise become a nuisance making the tree the responsibility of the Association to maintain. You may plant fruit trees on your own property, but not on common ground. Non-fruit bearing trees are allowed only if you have removed a tree on your property, and the City requires you to replace it. You must inform the Association, who will guide you on where to plant the replacement tree(s).

## **25. USE OF PROPERTY**

No unit shall be used except for residential purposes. No businesses of any kind or type is permitted to be operating out of a unit.

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FROM AND IN ADDITION TO YOUR BYLAWS.

I have received my copy of the updated Rules & Regulation as of \_\_\_\_\_ and agree to abide by these rules and any future changes that may be made.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_