

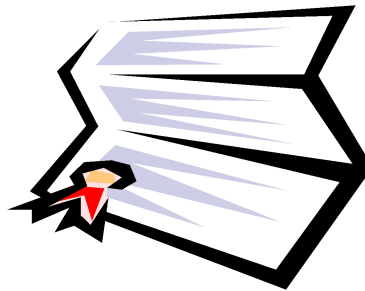
# RULES AND REGULATIONS



**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 OUR GOVERNING DOCUMENTS.

## 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.

## LEGAL RIGHTS AND RESPONSIBILITIES OF THE HOA

### **1. REGISTRATION**

- a. All residents must be screened by the Association according to its Governing Documents. Additional adults that reside with homeowners/tenants for longer than 2 months are considered residents and required to be screened for approval by the Association. Contact the HOA Office for screening Information. Screening shall include registration of all resident's names, their vehicles, and pets. Failure to screen will subject the homeowner to violation.
- b. To register a vehicle and receive the parking decal, the current vehicle registration and a copy of driver's license must be filed with the Association. Any vehicles that have not been registered are subject to violation.
- c. Failure to update registrations is subject to violations.
- d. The Board of Directors is empowered to and will periodically require re-registration of all residents in The Lakes, including owners and renters.

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

- a. Any member wishing to inspect records may do so by accessing them directly on the Association's Private Page (<https://thelakeshoa.net>) or in person by appointment during regular business hours.
- b. 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

### **3. VIOLATIONS**

- a. Homeowners are responsible for compliance with Association rules and regulations of all governing documents, for themselves, their household and visitors.
- b. Violations are designated as curable or incurable and may result in fines. All Homeowners have the right to a Hearing within 90 days. *\*See the Association's Private Page (<https://thelakeshoa.net>) for details.*

### **4. LEGAL ACTIONS FOR LATE PAYMENT**

- a. 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.

### **5. FOR SALE SIGNS**

- a. "For Sale" signs to be displayed shall only be issued by the Association and will be installed by the association's authorized agent.
- b. 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.
- c. Only one sign will be authorized per unit.

## **6. LEASES**

- a. 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 a unit can only be leased once a year.
- b. No unit shall be subleased.
- c. Rental of one room in a unit is prohibited.
- d. The Board of Directors must approve all leases (See Registration).
- e. 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.
- f. 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.
- g. 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 occupants permanently vacate the subject unit.
- h. A copy of a lease renewal must be given to the office.
- i. Guest passes are to be returned to the owner.

## **7. BOARD MEMBERS**

- a. Any homeowner that is a full-time resident may become a board member. This is a volunteer job which requires attendance at Board and Homeowner's meetings.
- b. Certification of each board member is required by FL statute 720.3033(1)(a).
- c. No Board member shall miss three consecutive Board meetings.
- d. The Board may fill any vacant position until next election.

## **INDIVIDUALS AND THEIR PROPERTIES**

### **1. VEHICLES**

- a. Personal vehicles include cars, vans, ATV's, SUV's, motorcycles, small trucks or pickups, including work vehicles. These may be parked in the property owner's driveway or any other area in which the property owner, tenant, guest or invitee has a right to park, as long as they fit within the designated space.
- b. Commercial trucks weighing 26,000 pounds or more or have 3 or more axles are NOT permitted to park in the community overnight.
- c. Washing, waxing, and other routine maintenance procedures may be performed on the resident's own vehicles. No vehicle repairs shall be performed on the Association property.
- d. All vehicles must be movable under their own power.

### **2. PARKING**

- a. Residents must park on paved driveways in front of their unit or at designated parking areas.
- b. Grass parking is not allowed at any time unless in designated parking areas as indicated by

marked barriers or signs.

- c. Overnight Guest parking is by guest pass only. Residents of The Lakes are responsible for their guests/invitees' parking. Guest passes are issued to each homeowner and must be hung from the rear view mirror of a guest vehicle if parked overnight.
- d. Overnight street parking is NOT allowed Sunday through Thursday from 10PM to 6AM; Friday and Saturday from 1AM to 6AM.
- e. **Unauthorized** parking by homeowners and/or their visitors will result in a violation. Subsequent violations of a parking rule will result in additional penalties.
  - i. A second violation for parking on the grass and/or overnight parking on the street will result in immobilization (boot).
  - ii. 24 hour notice will be given for unregistered/no guest pass vehicles before vehicles will be towed.

### **3. ANIMALS**

- a. Pets must be registered (vaccination records, photo) with the County and the Association.
- b. No animals that may be determined to be livestock or poultry are allowed in the Association.
- c. Pets that become a nuisance or a danger to the community may be reconsidered.
- d. Two pets per household are permitted.
- e. Dogs must be on a leash when in common elements.
- f. No pets may be tied to any trees and left unattended on common elements.
- g. Owners are responsible for removal of their pet's feces from common elements, including the swale on Green Road or any other roadway.
- h. Any Emotional Support Animal (ESA) must have appropriate documentation provided from a healthcare professional establishing the disability-related need.

### **4. REFUSE: GARBAGE AND BULK TRASH (MOVED FROM 10 TO 8)**

- a. All garbage is to be deposited in the bin provided by the city and is to be put to the curb no earlier than the nights before pickup and should be put away as soon as feasible.
- b. Disposal of bulk trash bags and/or household items, e.g. furniture, appliances, yard/tree waste, etc., is to be put at the curb of your unit the night before bulk pickup day.
- c. 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.
- d. See the City of Deerfield Beach website for current information.  
<https://www.deerfield-beach.com/361/Residential-Services>

### **5. CONTRACTORS**

- a. 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.

### **6. HURRICANE SHUTTERS**

- a. 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 when the hurricane conditions have abated. \*Contact the HOA office in case of mitigating factors.

## **7. POSTED MESSAGES & SIGNAGE**

- a. At no time will there be allowed posting of any Signs, Letters, Notes, Pictures, Brochures, Advertisements or any written visual propaganda not approved by the Board of Directors.  
\* Lost Pet, Camera and Beware of Dog signs are permitted.
- b. There is no soliciting in this community.
- c. Only the Board of Directors has the authority to post any information to this community.

## **8. INSTALLATIONS OF SATELLITE DISHES**

- a. No satellite dishes shall be installed without approval of the Architectural Review Committee.
- b. Satellite dishes not connected to a current service should be removed.
- c. Satellite dishes still connected to a current service should be mounted on rear fascia or if an end unit on the side wall for 2 bedroom, and on a parapet wall for 3 bedroom units.

## **9. CARE OF HOMEOWNER PROPERTY**

- a. Any and all planting of beds shall be maintained and mulched.
- b. Lawns must be watered.
- c. Plants and decorative landscape shall be groomed, fertilized, and irrigated.
- d. Homeowner's irrigation systems shall be maintained by the homeowner in good working condition.
- e. The Architectural Review Committee must approve installation and replacement of all trees or large plants.
- f. Fruit trees may only be planted on homeowner property.
- g. Board approved screened enclosures shall be maintained by homeowners, e.g. torn screens, excessive lime deposits, etc.
- h. Homeowner gutters shall be cleaned of debris and maintained to permit proper water run-off.
- i. The exterior of each residence shall be maintained and cleaned in a fashion that allows for a better-looking community.
- j. No homeowner shall connect private pumping systems from our lakes for private irrigation.
- k. A driveway must be kept clean and clear of stains.
- l. Trees, shrubs, and branches on homeowner property must be maintained for hurricane safety, including branches trimmed away from roof.

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

- a. 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 from the street, by your neighbor, or from common ground.
- b. All allowed temporary structures must be secured or removed for hurricanes.
- c. No trailer, mobile home, recreational vehicle, motorized 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 and is subject to violation.

## **11. NOISE AND NUISANCES**

- a. No noxious, offensive or unlawful activity shall be carried out on Association properties, nor shall anything be done thereon which may be or may become an annoyance or nuisance to other owners.
- b. No person shall create 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.
- c. All loud noise shall be kept at such volume level that said noise is not audible to neighbors after 10 PM Monday through Thursday and 12 AM Friday and Saturday.

**12. ARCHITECTURAL REQUESTS**

- a. Additions or structural changes by owners must be approved by the Architectural Review Committee before any project can proceed.
- b. Any projects without approval will be fined \$200 subject to a hearing . Further violation may be imposed to cure change and/or the removal at the expense of owner.
- c. Homeowners are not permitted to change the overall aesthetic look, structure, or landscape per The Declaration of Covenants

**13. USE OF PROPERTY**

- a. No unit shall be used except for residential purposes.
- b. No personal business is permitted to operate out of a unit that will generate unauthorized traffic / parking situations.

**14. HOLIDAY LIGHTING AND DECORATIONS**

- a. All holiday lights and decorations shall be removed by thirty days after the holiday.

**COMMON GROUND**

**1. USE OF COMMON ELEMENTS**

- a. The common elements of the association are for the exclusive use of the homeowners and their household, lessees, resident house guests and/or a guest accompanied by an association member or member of their household.
- b. Children under the age of 13 must be supervised by an adult in common areas.
- c. Personal items (e.g. toys, seats, basketball hoops) used on common ground must be removed after use.

**2. SWIMMING POOL AND OTHER RECREATIONAL AREAS**

- a. 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.
- b. Children under the age of 13 years of age MUST be accompanied by a responsible adult in all recreational spaces.
- c. All persons using the Swimming Pool / Playground / Tennis Courts do so at their own risk.
- d. All persons must shower thoroughly BEFORE entering the pool.
- e. No pets shall be permitted in the swimming pool or in the pool area, Playground & Tennis Courts at any time.
- f. No running shall be permitted in the pool area.

- g. No food or beverages in glass containers or glass objects shall be permitted in the pool area/ Playground / Tennis Courts.
- h. 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.
- i. During the winter season, as determined by the Board of Directors, the pool shall be heated to a comfortable temperature.
- j. A registered resident must accompany all guests at all times.
- k. All persons using the swimming pool must have proper swimming attire.
- l. NO swimming allowed in the lakes at any time.

### **3. SPEED LIMIT**

- a. Speed limit in The Lakes Homeowners Association is 15 MPH on all our roads.
- b. Stop signs must be obeyed.

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

- a. There shall be no obstruction or cluttering of the Association property, common elements, or areas visible from the street or adjacent units.
- b. Cutting of trees or shrubs belonging to the Association and not of your own personal property is prohibited.
- c. There shall be no marking, marring, damaging, destroying, or defacing of any part of the Association property.
- d. Members shall be responsible for and shall bear any expense of such damage caused by said member, his family, guests, lessees, and/or investors.

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

- a. Planting any trees on common ground requires authorization from the Association.
- b. Fruit trees are not allowed on common ground.

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FROM AND IN ADDITION TO GOVERNING DOCUMENTS.

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: \_\_\_\_\_