

**CRYSTAL LAKE GOLF VILLAS ASSOCIATION II, INC.  
4791 NW 18<sup>TH</sup> AVENUE  
DEERFIELD BEACH, FL 33064**

# **RULES AND REGULATIONS**

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**Based on  
DOCUMENTS, ARTICLES OF INCORPORATION,  
DECLARATIONS OF RESTRICTIONS, and BY-LAWS**

**By Order of Board of Directors**

**Revised: April 2024**

**PLEASE KEEP HANDY FOR FUTURE REFERENCE**

## **TO PHASE II HOMEOWNERS**

**This Community of single-family homes constitutes Crystal Lake Golf Villas, Phase II. It was developed in the late 1970's as single-family homes with the intention that owners would occupy the homes within the boundaries of the community. Crystal Lake Golf Villas Phase II is an owner occupied community.**

**Our various Boards of Directors have, from time to time, promulgated Rules and Regulations deemed necessary to carry out the mandate to administer the affairs of Phase II and to enforce the Declaration of Restrictions and other Documents. The authority for these Rules and Regulations and any amendments thereto is granted to the Board of Directors by the Documents. These Rules and Regulations together with the Documents constitute the rights, privileges and obligations of all owners and residents.**

**The quality of our community life is determined not alone by the industry and dedication of your Boards of Directors but, to a greater extent, by the degree of cooperation among the residents. It is the duty of all who reside within our community to comply with these Rules and Regulations as well as with the Documents.**

## **MODIFICATIONS, ENCROACHMENTS, VIOLATIONS**

1. A homeowner shall not make any additions, structural changes, or modifications of any kind to the exterior of his home or to the ground, walkway, or driveway adjacent to his house, including platforms, railings, air conditioners, slabs, walks, fences, hedges or any other improvements or conversions, without prior written approval of the Association.
2. Any request for such alteration(s) must be submitted in advance in writing together with a sketch or plan to the Modifications Committee acting for the Board. Safe, sound, and fireproof materials are to be used. The alterations must comply with the South Florida Building Code. When necessary, a permit must also be obtained from the City of Deerfield Beach by the owner after approval.
3. The Board will issue such approval in writing if not in violation of the Documents or City Code and after considering the effect of such alteration(s) on other homeowners and the overall appearance of the community.
4. Any approval for alterations shall indicate a completion date. If the alteration is not completed by the specified time, the approval is null and void, unless an extension is obtained from the Board.
5. The maintenance of all alterations is the responsibility of the homeowner.
6. Where the homeowner does not submit such written request and does not receive such written approval from the Board, but makes such alteration, the Board in its discretion may fine the homeowner and direct the homeowner to remove such alteration and restore the property to an acceptable condition at the homeowner's expense.
7. The Documents provide for the Association summarily to remove any violations or institute legal proceedings, and charge any expense involved in doing so to the homeowner, as well as place a lien upon the house.
8. Widening of driveways from one car width to a total of 17 feet is permissible. Extension must be made toward the front entrance of the house and must consist of a surface of uniform color over properly compacted base course. Details regarding material and drainage shall conform to City of Deerfield Beach Code and proper permits must be acquired, after obtaining permission from the Association. Driveways must be kept in good repair and re-surfaced when needed.
9. Rain gutters and downspouts must be of standard white, and the downspout located so as to discharge away from the neighbor's property.
10. Painting and personalizing of exterior doors, shutters and garage doors is permissible. It shall be the responsibility of the individual homeowner to maintain same. General maintenance painting will cover only standard colors as chosen by the Board. Prior written approval of the Board must be obtained for any painting changes. Painting of walls inside enclosed front entrances, screened atriums and porches facing the street must conform to the color of the house.
11. The only permitted roofing materials are clay barrel tiles, metal panels and asphalt shingles that are terra cotta red, brown or tan in color. Further, roofs are required to have a finishing material.

## **RESALES**

1. The Board of Directors wishes to emphasize that our community was originally developed as a neighborhood of single-family owner-occupied homes, and its operation is guided by the Document known as the Declaration of Restrictions.
2. A homeowner may not purchase or utilize a home in Crystal Lake Golf Villas Phase II for rental purposes only.
3. A homeowner in the process of selling his home must notify the Board of Directors in writing in advance.
4. It is incumbent upon the homeowner to set up a meeting convenient to buyer and assigned members of the Board of Directors before title of the home passes, so that the Board may orient the buyer of the Rules and Regulations and clarify any questions.
5. There shall be no assignment or transfer of rights without the written approval of the Association, which issues a Certificate of Approval to the new owner, upon acceptance by the Association. It is incumbent upon the buyer to notify the Board of Directors within three (3) days upon the closing of the sale of the home.
6. Copies of the Documents were given to the homeowner at the time of purchase and are to be turned over to the potential buyer for study and acceptance. New homeowners must sign agreements to comply with existing Documents and Rules and Regulations of the Association.
7. The buyer of the home must pay a non-refundable application fee which may adjust occasionally as deemed necessary by the Association, to be submitted with the Application for Certificate of Approval along with a copy of the sales contract of the property. All costs incurred for Background Checks will be paid by the buyer to the Association.
8. If a new purchaser neglects to acquire a Certificate of Approval from the Association, they will pay a penalty fee of \$500.00, and any related legal fees, along with complying with all guidelines for purchase and approval.
9. FOR SALE signs may be placed on the lawn between the house and the lamppost and not beyond the lamppost.
10. New purchasers must sign acknowledgement of an existing encroachment on Common Ground, if not previously approved by the Board. Such acknowledgement is recorded with the deed in the County Clerk's Office at the buyer's expense.
11. The buyer of a home in Crystal Lake Golf Villas, Phase II must pay two (2) quarters of Maintenance Fees in advance upon closing of the sale.

## **RENTALS**

1. While homes are not to be owned for the sole purpose of rental, the Board of Directors may approve rental of a residence at their discretion when the resident homeowner submits a written request that he has incurred a hardship and has a justifiable reason to request permission to rent his property.
2. A homeowner must live in the home for a period of no less than three (3) years and provide proof of residence for that time period before a request to rent will be considered. The homeowner will pay Maintenance Fees for two (2) quarters ahead at the time of the rental approval and continue to be 2 quarters ahead during the duration of the rental period.
3. If the Board of Directors approves a request by a homeowner to rent his property, the renter must complete all guidelines for application by supplying an application fee of \$200.00, accompanied by the Application for Certificate of Approval for Lease and a copy of the Lease, and Background Check authorization form. The renter must read and agree in writing to follow all Rules and Regulations of Crystal Lake Golf Villas Phase II. The sum equal to one (1) months rental fee must accompany the lease agreement to be held in an escrow account as a security deposit for any damage to common ground caused by the renters.
4. If the Board issues a Certificate of Approval, it shall be for a period of one (1) year only, at the end of which, the homeowner and renter(s) must re-apply for Approval and be re-approved by the Board. **NO EXCEPTIONS!**
5. The Board of Directors has the right to terminate the Certificate of Approval at any time if a renter is found to be in violation of the Documents and/or Rules and Regulations, and may initiate eviction proceedings on said renter.
6. The homeowner is responsible for the actions of the renter or occupant in violation of the Documents and/or Rules and Regulations, and the homeowner will be held accountable for such actions by fines and other penalties imposed by the Association. The homeowner will also be responsible for any legal and court costs associated with said actions. This step is deemed necessary to protect the interests of all homeowners.
7. Violators of these restrictions shall be subject to court action where the offender will be held liable for all legal and court costs.

## **MAINTENANCE PAYMENTS**

Quarterly Maintenance Payments are due on the first day of the months of January, April, July and October. Late payment of these regular assessments will be subject to a late charge of \$25.00 after 30 days late, with interest accruing from time payment is late.

If the assessment plus accumulated penalties are not paid within a six (6) month period, legal action will be taken, with the homeowner responsible for legal costs incurred.

Homeowners are reminded that the documents provide for an annual Maintenance payment and that the quarterly payments are scheduled for the convenience of the homeowner. The board is empowered, in cases of delinquent maintenance accounts to accelerate the quarterly payments and file a lien for the unpaid balance.

## **PARKING**

1. **Parking of vehicles on lawns or storm drains, and overnight parking on the streets is a violation of our Association Rules for the use of our common Grounds.**
2. **The parking of commercial vehicles, motorcycles, recreational vehicles, campers, trailers, or motor homes on our driveways or streets from 1 am- 6am is prohibited.**
3. **All violators are subject to having their vehicles towed away at their expense, and/or fined accordingly by the Association for violations. Only association approved vehicles may park in driveways overnight. Vehicles may be required to display a decal showing that the vehicle has been registered to a homeowner and/or approved resident. This allows towing from driveways and strengthens parking rules in the community.**
4. **Please use our Clubhouse Parking Lot for the occasional parking of motor vehicles by visitors. If overnight parking there is necessary, a parking pass must be acquired from the Recreation Board to avoid towing or fining.**
5. **Parking on your neighbor's driveway is prohibited unless you obtain their express written or electronically digitally consent/permission. This includes parking on the driveway of homes that are unoccupied.**
6. **Inoperable, untagged, unregistered vehicles are prohibited at any time, and may be towed at owners expense.**
7. **Working on/repairing vehicles in driveways is strictly prohibited and is a towable/fineable violation.**

## **SHRUBBERY, LAWNS AND WATERING**

**It is the responsibility of the homeowner to maintain his shrubbery, trees and flower beds and water his lawn regularly. The homeowner is to arrange for watering during any absence, including when the home is rented. Automatic sprinkler systems are recommended. Where areas are not reached by sprinklers, auxiliary means should be utilized. The owner will be billed for materials and labor if the Association must affect care and/or restore the lawn.**

**It has been found that certain trees and shrubs are dangerous or detrimental to individuals and the environment. They can detract from the appearance of the community. Hence, the following rules are necessary:**

1. **Requests for any new plantings of trees, shrubs or bushes must be submitted to the Modifications Committee for approval.**
2. **Planting the following trees and plants is prohibited: Ficus, Australian Pine, Century Plant, Oleander, Cactus, Schefflera, Melaleuca, Brazilian Pepper. Homeowners should give serious consideration to removing them before they reach a dangerous situation. The cost of their removal is the responsibility of the homeowner and can increase considerably if they are allowed further uncontrolled growth.**

3. Branches and leaves of existing trees should be cut to a minimum height of 4 feet above ground level, to allow clearance for lawn workers.
4. Shrubs and plantings should be at least one (1) foot from buildings to provide space for painting. No clinging vines should be attached to walls. Shrubs must be kept well maintained as a matter of appearance and security and should not obscure outside lights and entrances.
5. Plantings that obscure traffic view must be trimmed back to eliminate the hazard.

### **USE OF GROUNDS**

It must be emphasized again and again that any ground outside of your building line is Common Ground which is subject to the restrictions in the Documents and the Rules and Regulations of Association.

1. Clotheslines, recreational equipment, lawn furniture, etc., must be removed when not in use. They are not to be left on the Common Ground. Barbeque grills and basketball hoops/nets (laid down on its side) may be stored on the side or back of house, under the eaves of the house when not in use.
2. Except for the time the trash receptacles are out front for refuse collection, such receptacles shall be removed and located where they are shielded from view.
3. Flagpoles may not be higher than the roof of the house. Documents prohibit roof or outside antennas.

### **GARAGE SALES**

Garage sales are prohibited, as they are a commercial activity in violation of our Documents. They constitute a nuisance, detracting from the community atmosphere. Furthermore, they attract outsiders, and this can create security problems as well as aggravate traffic on our narrow streets and add to our parking problems.

### **PETS**

1. Pets must be kept on a leash when outside. No pet may roam our community. This is also a City of Deerfield Beach statute, and owner may be subject to fines by the city as well as the Association.
2. It is the owner's responsibility to see that a pet's droppings are removed from lawns, streets, driveways, and walkways. Violators are subject to a fine plus City Code violation fees
3. The homeowner is responsible for damage caused by his own or his guest's pets to anyone's property.

## **SECURITY**

1. The most economical deterrent against burglaries is the exterior lighting of homes and grounds. All homeowners **must** keep their front lamppost light on all night, every night, for the benefit of all.
2. Also, many have installed such posts in the rear of their home to light up that area as well. The Board will approve the installation of additional standard lighting.
3. The installation of burglar alarms or security systems should be considered as a security measure.
4. Be a good neighbor and watch out for any suspicious activity in the neighborhood.  
Call the Police if you see anything unusual or suspicious.

## **NOISE ABATEMENT**

Homeowners are reminded to keep all noise at a reasonable sound level so as not to cause annoyance or distraction to neighbors. Environmental laws are specific about decibel levels. While the Board cannot monitor such levels, where specific complaints are received, the Board will refer the aggrieving homeowner to the authorities. This should not be necessary if we all act in a spirit of cooperation and in consideration of others.

## **CONCLUSION**

The Board of Directors of Crystal Lake Golf Villas Association II, Inc. has the power to levy fines for non-compliance with the community regulations, to enforce performance by court action, and by placing a lien on the property, with the homeowner being responsible for all fines and legal and court fees. We hope these actions will not be necessary. With the cooperation of all homeowners, we can ensure the uniform quality and appearance of our homes and harmony as a residential community.