



Property Owners Association, Inc.



RULES AND REGULATIONS

The definitions contained in the Declaration of Protective Covenants and Restrictions for Sky Lake and the Articles of Incorporation of Sky Lake Property Owners Association, Inc. (Skylake POA) are incorporated herein as part of these Rules and Regulations.

EXTERIOR & AESTHETICS

1. Each Sky Lake Property Owner and/or Renters shall keep his/her Residence in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown any debris from the doors or windows thereof. Each Sky Lake Property Owner shall maintain his/her lawn and landscaping as to be aesthetically pleasing to your neighbors as well as the community. If action is needed to bring the Sky Lake Property Owner's residence to a good state of preservation and cleanliness, the Sky Lake Property Owner will be responsible for all costs involved as well as all legal fees if applicable.
2. Each Sky Lake Property Owner shall keep the driveway, walkways and sidewalks surrounding their property clean, free of dirt, mold, and debris etc.
3. Any modification, alteration, installation, or construction to the exterior of your residence, excluding applying same color of paint currently applied and which was previously approved at time of initial application, requires submitting a Request for Architectural Review form to the Sky Lake Property Owners Association, Inc., Board of Directors. **WRITTEN APPROVAL FROM THE ASSOCIATION BOARD IS NECESSARY BEFORE COMMENCEMENT OF MODIFICATION, ALTERATION, installation, OR CONSTRUCTION** (Architectural Review forms are available from any member of the Board of Directors or online at <https://skylakepoainc.com>. **Architectural will not be approved if POA Dues/Fees are not current and up to date.**
4. Each Sky Lake Property Owner shall install and maintain in a conspicuous place on the house a correct building identification number (house number) of at least four (4) inches height but no more than six (6) inches in height and which must be visible and readable from the adjoining street. The identification numbers affixed to the house must all be of the same color and be complimentary to the house colors but have a contrasting color from that color to which the identification number is affixed.

(Example) If the house walls are painted white and the trim is painted gray then the numbers placed on the white wall could be the color gray. In this example, the numbers are all the same color (gray) and the

colors are complimentary to the house color but different (contrast) than the color on which they are attached in order to make them easily seen from the street.

5. Holiday lights and displays are to be removed **within one (1) month or 30 days** after the holiday for which the lights and/or display was intended.
6. Each Sky Lake Property Owner who plans to be absent from his/her Residence during the hurricane season, must prepare his Residence prior to his departure, by:
 - a) Removing all furniture, potted plants, and other movable objects from lot:
 - b) Designating a responsible firm or individual to care for his residence should the residence suffer hurricane damage.
 - c) All hurricane shutters must be removed within 31 days after a named storm passes that has possibly caused a threat and/or has deemed disastrous as deemed by the Palm Beach County Emergency Management Team.
7. All garbage and refuse from the Residence shall be deposited with care in garbage containers intended for such purpose only at such times and in such manner as the institution responsible for garbage collection will direct. All disposals shall be used in accordance with restrictions given to the Sky Lake Property Owner by the Association. **All garbage cans and/or trash receptacles shall be stored out of sight from the street when not in use on garbage collection days.**

*(City Ordinance Part II Chapter 10)- GARBAGE, TRASH, AND OFFENSIVE CONDITIONS - Article II
– Refuse, Garbage and Trash Section: 10-24*

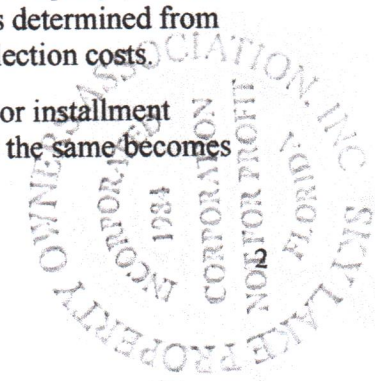
Single family residential refuse collection. Refuse containers, cans, and carts shall not be kept or maintained upon or adjacent to any street, sidewalk, parkway, front yard, side yard or other place within the view of persons using any street or sidewalk located within the City, except as provided herein. Protection of the containers Code for collection is the responsibility of the resident.

ASSESSMENTS/FEEES

8. Sky Lake Property Owner Assessments are expected to be paid on time. In the event the Property Owner fails to pay Assessments within ten (10) days of the due date, a twenty-five (\$25.00) dollar late fee will be charged. In the event a Property Owner fails to pay assessments within thirty (30) days of the due date March 1st, an additional 18% interest will be charged. In the event an Assessment Payment is past due more than thirty (30) days, by the end of the month, (March 31) the matter will be referred to legal counsel for collection.

According to the Sky Lake Documents, in the event a Property Owner fails to pay Assessments within ten (10) days after the sum becomes due, the Sky Lake Property Owners Association, Inc., Board of Directors can charge a reasonable late charge as determined from time to time by the Association Board of Directors to defray additional collection costs.

In the event any Contributing Unit Owner shall fail to pay any Assessment, or installment thereof, charged to such Contributing Unit Owner within ten (10) days after the same becomes due, then the Association, through its Association Board, can:



- a) Accelerate the entire amount of any Assessments for the remainder of the calendar year notwithstanding any provisions for the payment thereof in installments.
- b) Advance on behalf of the Contributing Unit Owner(s) in default funds to accomplish the needs of the Association up to and including the full amount for which such Contributing Unit Owner(s) is liable to the Association and the amount or amounts of monies so advanced, together with interest at the rate of eighteen percent (18%) per year, and all costs of collection thereof, including, but not limited to, reasonable attorneys' fees, may thereupon be collected by the Association and such advance by the Association shall not waive the default.
- c) File an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Association in like manner as a foreclosure of a mortgage on real property.
- d) File an action at law to collect said Assessment plus Interest at the rate of eighteen percent (18%) per year, plus court costs and reasonable attorney fees, through all trial and appellate levels and post judgment proceedings, without waiving any lien rights or rights of foreclosure in the Association.

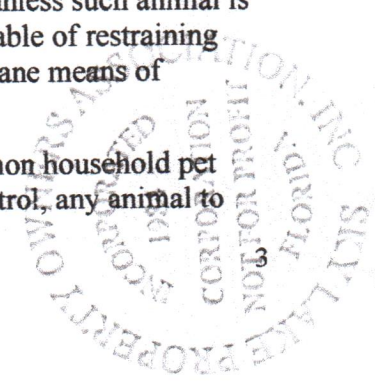
Charge Interest on such Assessment from the date it becomes due at the rate of eighteen percent (18%) per year, as well as a reasonable late charge as determined from time to time by the Association Board to defray additional collection costs. Sky Lake Property Owners shall be responsible to pay at all costs and attorney's fees incurred in connection with the collection of late Assessments whether or not an action at law to collect said Assessment has been commenced.

***No architectural review will be approved if POA dues/fees are not current/up to date.**

In the event, an incident or situation prevents the Skylake POA Member from meeting The Assessment deadline, the Association Member should notify the Sky Lake Property Owners Association, Inc. Board of Directors in writing and these cases will be handled on a case-by-case basis.

PETS

9. Only common household pets may be kept on any Lot or in a Residence for the purpose of breeding or for any commercial purposes whatsoever. No other animals, livestock of any kind shall be kept, raised, bred, or maintained on any portion of the Residential Property.
 - a) Each Property Owner who determines to keep a pet agrees to indemnify the Association and hold the Association harmless against any loss or liability of any kind or character whatsoever arising from or growing out of his having any animal on the Residential Property.
 - b) Any Property Owner who is the owner, keeper or harbored of any common household pet shall not permit or allow such animal to be off such person's private property, unless such animal is under the restraint or control of a competent person who is physically capable of restraining and controlling the animal, by means of a chain, leash, cage, or other humane means of restraint.
 - c) Any Property Member who is the owner, keeper or harbored of any common household pet shall not permit, either willfully or by failure to exercise due care and control, any animal to



enter upon or damage the property of another, whether said animal is leashed or unleashed. For purposes of this section, the leaving or dropping a fecal matter by any animal upon the property of another shall be deemed to cause damage thereupon. If such animal damages property as provided herein, the owner or other person having custody or control of such animal shall be required to immediately remove and dispose of such fecal matter or other droppings.

RESIDENTIAL PARKING/VEHICLES

10. No vehicle or other possessions belonging to a Sky Lake Property Owner or to a member of the family or guest, tenant or employee of a Sky Lake Property Owner shall be positioned in such a manner as to impede or prevent ready access to another Sky Lake Property Owner's Residence or obstruct the use of City sidewalks.

10.1 The Sky Lake Property Owners, their employees, servants, agents, visitors, licensees and the Sky Lake Property Owner's family will obey the post and parking regulations and any other traffic regulations promulgated in the future for the safety, comfort and convenience of the Sky Lake Property Owners.

10.2 Only cars, vans, trucks (with maximum of one and one half (1 ½) ton hauling weight, not to be construed with towing weight), motorcycles, campers, motor homes which do not exceed thirty five (35) feet in length and eight (8) feet in width (Boynton Beach City Ordinance, Sec. 20-3 (Ord. No. 78-2, §3, 2-7-78)) jet skis, golf carts, dirt bikes, mopeds, boats on trailers, trailer and ATV's (as defined below), being properly registered, licensed and operable, may be parked at the property of the Sky Lake Property Owner.

10.3 Campers, motor homes, jet skis, golf carts, dirt bikes, mopeds, boats on trailers, trailers and ATVs shall be either:

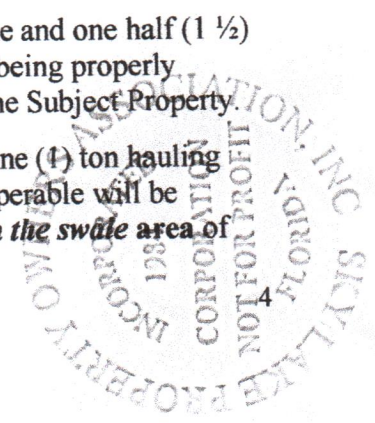
- a) Placed on full slab on either side of the Property Owner's house and shall not protrude past the front roof corner overhang of the house or rear roof corner overhang of the house.

Or

- b) If not on a full concrete slab, shall be parked on either side yard of the Property Owner's house and shall not protrude past the front roof corner overhang of the house or rear roof corner hang of the house and must be shielded from view on all sides (other than that side which is against the Property Owner's house) by an approved six (6) foot privacy fence, hedge or landscaping deemed acceptable by the Sky Lake POA Board of Directors. The hedge or landscaping must be at least four (4) feet in height at time of planting. The privacy fence, hedge or landscaping must be aesthetically pleasing to the neighbors as well as the community. The front view must be shielded from view by an approved six (6) foot in height privacy fence gate.

10.4 Parking of automobiles (including cars, vans, trucks (with maximum of one and one half (1 ½) ton hauling weight, not to be construed with towing weight) and motorcycles), being properly licensed and operable, will be permitted in the garage, driveway and swale of the Subject Property.

10.5 Commercial automobiles including cars, vans, trucks (with maximum of one (1) ton hauling weight, not to be construed with towing weight), being properly licensed and operable will be permitted to park in the garage and driveway of the Subject Property **but not in the swale area of**



the Subject Property.

10.6 Vehicles shall not be parked in a manner that is a hazard to people entering the driveway or to persons passing on the sidewalk.

10.7 No more than two (2) recreational vehicles can be parked at the Property Owner's residence. (City Ordinance)

10.8 No more than one (1) motor home may be parked at the Property Owner's residence.

10.9 The Property Owner or a resident of the house at which the cars, vans, trucks (with maximum of one and one half (1 ½) ton hauling weight, not to be construed with towing weight), motorcycles, campers, motor homes, jet skis, golf carts, dirt bikes, mopeds, boats on trailers, trailers, and ATV's (As defined below) are parked must *be* the owner of the aforementioned vehicles parked at his/her property.

10.10 Under no circumstances shall cars, trucks, vans, campers, motorhomes, trailers, boats or any other motor or electric driven vehicles parked in the backyard of the property owners' residence.

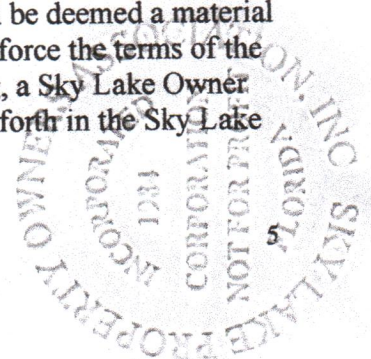
10.11 Under no circumstances shall cars, trucks, vans, campers, motor homes, trailers, boats or any other motor or electric driven vehicles (of any size or kind) parked in the front yard of the property owner's residence (Excluding the driveway).

RENTAL PROPERTY

11. Property Owners may lease their property but must do so in accordance with the Sky Lake Documents. The Lessee must be approved by the Board of Directors. The transfer fees (sale or leasing application fees) along with the background and credit check fees must be paid in full and the applicants must pass the background check before entering into a Lease agreement with a 12-month term. The lease must be reviewed by and signed by the Sky Lake POA Board of Directors

a) The Lessee can be interviewed by the Board of Directors. The Lease must be a minimum of 1 (one) year. A background check of the Lessee/s must be obtained prior to the Lease and this background check/s is to be paid for by the Property Owner at a cost of \$130.00 for each person 18 and over. A copy of the background check/s shall be maintained by the Board of Directors. A copy of the Lease must be submitted to the Board of Directors before the lease is signed. Having been approved by the Board of Directors, a copy of the signed Lease (Which must not deviate from the unsigned lease approved by the Board of Directors) must be submitted to the Board of Directors.

b) Each lease entered into by a Sky Lake Owner shall provide, and if it does not provide it shall be deemed to provide, that the lessee there under shall be subject to all the Sky Lake Documents and shall abide by and be obligated to maintain the Lot and Residence to the same extent as the lessor and that failure to abide by the foregoing shall be deemed a material default under the terms of the lease, thus entitling the Association to enforce the terms of the lease as if it were the lessor there under. Notwithstanding the foregoing, a Sky Lake Owner who leases his Residence, shall remain liable for all the obligations set forth in the Sky Lake Documents.



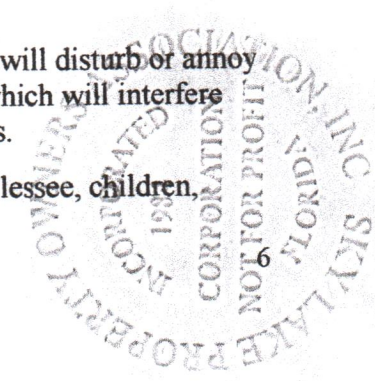
- c) NO SUBLEASING will be permitted on any Sky Lake property.
12. House Sitting is also permitted in Sky Lake. However, certain guidelines must be observed if the House Sitter/s is to occupy the Property Owner's Property for a period exceeding thirty (30) days. The House Sitter/s must be approved by the Board of Directors prior to permitting occupancy of the house. The House Sitters can be interviewed by the Board of Directors. A background check/s of the House Sitter/s must be obtained prior to the House Sitter/s being permitted occupancy of the House and this background check is to be paid for by the Property Owner a copy of the background check/s must be submitted to the Board of Directors before the House Sitter/s is permitted occupancy of the House. House Sitter shall be subject to all Sky Lake Documents. The Sky Lake Property Owner shall remain liable for all the obligations set forth in the Sky Lake Documents.

COMMON AREA/PARK

13. Do use of recreational facilities shall be at the risk of those involved and not, in any event, the risk of the Developer, the Association or its management, if any.
14. No bicycles, scooter, boats, or similar vehicles or toys or other personal articles shall be allowed to stand overnight on the Association Property.
15. Use of the lake is prohibited except for fishing. Use of the lake is for Sky Lake Residents in their accompanied guests only.
16. The use of recreational vehicles, motorcycles, ATVs or golf carts are prohibited within the common and recreational areas of Sky Lake Property Owners Association.
17. The regulations governing the use of recreational facilities, which are or may be located upon the Recreation Area, including permitted hours, guests, rules, safety and sanitary provisions, and all other pertinent matters shall be in accordance with regulations adopted from time to time by the Association and posted in the Recreational Area.
- a) Sky Lake Residents must have their car hanger posted in the car when parking at the Sky Lake Recreational Facilities parking lot. Cars parked without a displayed hanger will be subject to towing at the owner's expense.
- b) The Sky Lake P.O.A. Inc. Park is closed from Sun Set to Sun Rise; anyone found in the park between sunset and sunrise will be considered as trespassing, unless given access by the Sky Lake P.O.A. Inc. Board of Directors in a form of Written Authorization for said event.

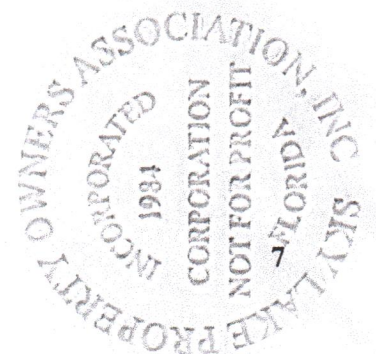
GENERAL

18. No Sky Lake Property Owner or guest shall make or permit any noises that will disturb or annoy the occupants of any of the Residents or do or permit anything to be done which will interfere with the rights, comfort, or convenience of other Sky Lake Property Owners.
19. A Sky Lake Property Owner shall be held responsible for the actions of his lessee, children,



guests, employees, and invitees. Food and beverage may not be prepared or consumed except in the Residences, and the respective lots to the rear of the Residences or as otherwise permitted by the Association Board.

20. The Sky Lake Property Owners are referred to the occupancy and use restrictions contained in the Sky Lake Documents, which are binding upon all Sky Lake Property Owners.
21. No Sky Lake Property Owner shall request or cause any employee or agent of the Association to do any private business of the Sky Lake Property Owner, except as shall have been approved in writing by the Sky Lake Property Owners association, Inc., Board of Directors.
22. Complaints regarding the management of the Residences and grounds or regarding actions of other Sky Lake Property Owners shall be made in writing to the Association.
23. These Rules and regulations may be modified, added to, or repealed at any time by the Sky Lake Property Owners Association, Inc., Board of Directors.
24. Any refractions of the Sky Lake Property Owners Association, Inc., Rules and Regulations are subject to referral to legal counsel.
 - a) Infractions or to be rectified within thirty (30) days of notice given by the Sky Lake Property Owners Association, Inc., Board of Directors unless such infraction creates a dangerous or substantial risk of irreparable injury to the Association Property, Sky Lake Property Owners or to visitors/guest in which case the Property Owner committing the infraction can be issued a notice to rectify the situation immediately.
 - b) The Sky Lake Property Owner who is in violation of said Rules and Regulations shall be responsible for all costs and attorney's fees incurred in connection with the infraction whether or not an action at law to collect has been commenced.
 - c) In the event, an incident or situation prevents the Association Member from rectifying the refraction within thirty (30) days of notice by the Board of Directors (Excluding infractions which creates a dangerous or substantial risk of irreparable injury to the Association Property, Sky Lake Property Owners or to visitor/guest), the Association Member should notify the Sky Lake Property Owners Association, Inc., Board of Directors in writing and these cases will be handles on a case-by-case basis.



By Resolution of the Sky Lake Property Owners Association, Inc.,

Board of Directors

845 Northwest 9th Way,

Boynton Beach, Florida 33426,

(561) 900-0491

Email: Board@skylakepoainc.com

Web Site: <https://skylakepoainc.com>

Date: 5-December-2023

President, Tim Hill

Tim Hill

1st Vice President, Guy Borg

Guy Borg

2nd Vice President, Rick Calpitano

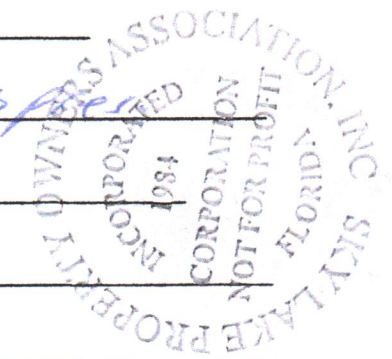
Rick Calpitano

Treasurer, Rita Haupt

Rita Haupt

Secretary, Erin Porter

Erin Porter



DEFINITIONS

Driveway Definition: That section of the front yard which is paved with concrete, bricks or pavers leading from the street to the garage or front of the house (in which case no garage exists) which is designed for parking of vehicles. Also, that section of the front and side yards which is paved with concrete, bricks or pavers leading from the street to the side of the house/garage which is designed for parking of vehicles.

Front Yard Definition: That portion of yard which contains the area from the front wall of the house to the front property line and includes that portion of the yard to the front of the house from side property line to side property line.

Backyard Definition: That portion of yard which contains the area from the back wall of the house to the rear property line and includes that portion of the yard to the rear of the house from side property line to side property line.

Side Yard Definition: That portion of the yard which contains the area from the front roof corner overhang of the house to the back roof corner overhang of the house and contains that portion of the yard to the side property line.

ATV Definition: Means any motorized off-highway vehicle 50 inches or less in width, having a dry weight of 1,200 pounds or less, designed to travel on three or more non-highway tires, having a seat designed to be straddled by the operator and handlebars for steering control, and intended for use by a single operator with no passenger (Florida State Statute, Section 316.2074). The vehicle must not exceed five (5) feet in height (Sky Lake Property Owners Association, Inc.).

Residence Definition: the building, esp., the house, in which a person lives or resides; dwelling place; home. A structure serving as a dwelling or home. (Random House Dictionary and the American Heritage Dictionary of the English Language).

Resident Definition: a person/s who dwells permanently or for a considerable amount of time at a residence. (Random House Dictionary)

Lease Definition: a contract renting land, buildings, etc., to another; a contract instrument conveying property to another for a specified period or for a period determinable at the will of either lesser or lessee in consideration of rent or other compensation. (Random House Dictionary)

Lessor Definition: Person, group, etc., who grants a lease. (Random House Dictionary)

Lessee Definition: A person, group, etc., to whom a lease is granted. (Random House Dictionary)

House Sitting Definition: -Verb to take care of a house or residence while the owner/s or occupant/s is temporarily away, esp. by living in it. (Random House Dictionary)

House Sitter Definition: -Noun A person/s who lives in and cares for a house while the regular occupant is away. (American Heritage Dictionary of the English Language)

