

# **VILLAGE OF SANDALWOOD LAKES SOUTH HOMEOWNERS ASSOCIATION, INC.**

## **RULES & REGULATIONS**

1. The owners and lessees of each single-family townhouse unit in Village of Sandalwood Lakes South shall abide by each and every term and provision of the Declaration of Covenants and Restrictions for Village of Sandalwood Lakes South, the Articles of Incorporation, the By-Laws of the Village of Sandalwood Lakes South Homeowners Association, Inc., and all Rules and Regulations of the Association.
2. Complaints regarding the management of the Association property, or regarding the actions of other townhouse unit owners, their families, guests, or lessees shall be made in writing to the Association and shall be signed by the complaining townhouse unit owner.
3. These Rules and Regulations may be modified, added to, or repealed, in whole or in part at any time by the Board of Directors. Any consent or approval given under these Rules and Regulations by the Association may be revocable at any time by the Board.
4. The Board of Directors shall have the authority to enforce these Rules and Regulations against any owner or resident who violates the same. Enforcement shall be according to the applicable law and provisions set forth in the Declaration of Covenants and Restriction for the Village of Sandalwood Lakes South Homeowners Association.

## **TOWNHOUSE UNIT**

5. Occupancy of a townhouse unit is limited to a single family which is defined as one (1) person or a group of two (2) or more persons, each of whom is related to each of the others by blood, marriage or adoption, who reside together as a single household; or one (1) unmarried couple and the children of either or both of them who reside together as a single household.
6. No townhouse unit owner, lessee, occupant or guest shall make or permit any noise that will disturb or annoy the occupants of any other townhouse unit or do or permit anything to be done which will interfere with the rights, comfort or convenience of other townhouse unit occupants.
7. Any damage to the common elements, property, or equipment of the Association caused by any townhouse unit owner, his family member, guest, or lessee shall be repaired or replaced at the expense of such townhouse unit owner.

8. Each townhouse unit owner who intends to be absent from his unit during hurricane season (June 1 through November 30 of each year) shall prepare his unit prior to his departure by doing the following:
  - a. Removing all furniture, potted plants, and other movable objects from his courtyard and balconies; and
  - b. Designating a responsible person or firm to care for the unit should it suffer hurricane damage. At no time shall hurricane shutters be permanently installed without prior written consent of Board.
9. Hurricane shutters may be put up if there has been a hurricane watch issued for Palm Beach County. All shutters must be taken down within fifteen (15) days once a storm has passed unless another hurricane watch is issued for Palm Beach County.
10. Holiday lighting is permitted on the fence providing owners or lessees use clips for the lights. No nails are permitted. Holiday lighting is permitted from December 1<sup>st</sup> through January 15<sup>th</sup>.
11. All draperies, curtains, shades, or other window coverings installed in the unit shall have a light neutral backing unless otherwise approved by the Board.
12. The exterior walls, roof mansard, soffit, and courtyard fencing shall not be painted, stained, or modified in any manner without prior written consent of the Association.
13. No transmitting or receiving aerial antenna, satellite dish or security camera shall be attached, mounted, or hung from the exterior of the roof, the mansard, the walls, or the soffit of any townhouse unit or any part of the common areas without the prior written consent of the Board.
14. No signs, advertisements or similar items shall be placed or affixed to the building, fence or on Common Area, with the exception of security signs placed on Common Area.
15. No one shall be allowed on the flat roof or modify the mansard siding of the buildings without written approval of the Association.

#### **PATIO & FENCES**

16. No clothesline or other similar device shall be allowed on any portion of the common areas. No clothes or other similar articles shall be hung on balconies or outdoors for any purpose except within the townhouse unit courtyard, below the top of the fence, and not visible from the exterior of the townhouse unit.
17. Vegetation inside a patio area cannot touch the fence, roof, mansard, soffit, etc. All vegetation must be trimmed and maintained.

18. The only items that can be attached to the fence of a unit are a security light, one name and/or unit number, a doorbell and one American flag.

### **CARS & PARKING**

19. No motorcycle, all-terrain vehicle (excluding passenger cars with four-wheel drive, i.e. Jeeps, Broncos, Blazers, and similar vehicles), moped, golf cart, go-cart, truck, trailer, boat, personal watercraft, van, camper, motor home, bus, commercial or other similar vehicle shall be permitted within the confines of the Village of Sandalwood Lakes South, except for trucks delivering goods or furnishing services. The Association shall have the right to authorize the towing of any vehicle in violation of this rule with the costs to be borne by the vehicle owner or violator.
20. The sidewalks, walkways, streets and parking areas shall not be obstructed or used for any other purpose other than for ingress to and egress from the townhouse units and other areas of Village of Sandalwood Lakes South. No motorcycles, bicycles, tricycles, scooters, baby carriages or other similar vehicles or toys shall be allowed to remain in the common areas.
21. Motorized Vehicles (e.g., cars, trucks, vans) are NEVER to be driven on the grass or areas that are NOT paved and utilized for the purpose of motor vehicle traffic.
22. Each townhouse unit owner and lessee will use ONLY the two (2) parking spaces assigned to the townhouse unit and will not park or position a vehicle so as to prevent access to another townhouse unit owner's parking space or park in a guest space. The townhouse unit owners, their families, guests, licensees, and lessees will comply with the posted parking and traffic regulations installed by the Association for the safety, convenience, and welfare of all townhouse unit owners in Village of Sandalwood Lakes South.
23. Any guest intending to park their vehicle overnight in a guest parking space, shall obtain from the Association's Property Manager an authorized guest pass and provide the name of the guest, the dates which the guest will utilize the guest parking space, the name of the Unit owner for the guest, the address of the Unit, and any other necessary information. The guest pass shall be displayed on the interior dashboard of the vehicle for the entire time which the guest is using the guest parking space. Guests may not use guest parking spaces for more than thirty (30) days and may only use guest parking spaces while occupying the townhouse Unit. Guest parking spaces shall not be used by Unit owners and approved tenants. Failure to comply with these requirements will subject a vehicle to being towed and/or booted in accordance with the Association's towing rules and regulations.

24. No townhouse unit owner, tenant or occupant shall do or permit any assembling of motor vehicles except for ordinary maintenance such as the changing of a tire or battery. Each townhouse unit owner, tenant or occupant shall be required to clean his parking spaces of any oil or other fluid discharged by a motor vehicle, which said owner allowed to park in designated area.
25. Any motor vehicle not licensed and registered with the Department of Motor Vehicles is prohibited in Village of Sandalwood Lakes South. A copy of vehicle registrations and photographs of all resident vehicles and license plate(s) shall be provided to the Association. All vehicles shall be in working condition.
26. All residents are required to permanently affix to their vehicles parking decals which have been provided by the Association within fourteen (14) days of receipt of said decals. Vehicles with the parking decals can only be parked in a resident's assigned parking spaces and not in any other spaces. Failure to comply with this requirement will subject the resident's vehicle to being towed and/or booted in accordance with the Association's Towing Rules and Regulations.

#### **GARBAGE/RECYCLING**

27. All garbage and refuse from the townhouse units shall be in plastic bags, securely tied and deposited in the garbage containers intended for such purposes. No littering shall be done or permitted on the Association property. Townhouse unit owners, tenants or occupants who place items for disposal outside of a garbage or recycling container may be fined. Cardboard boxes **MUST** be broken down.
28. Home improvement waste (e.g., cardboard boxes, wood, carpet, tiles, drywall, etc.), furniture and appliances are to be disposed of at an off-site location by the owner or contractor and shall not be placed in or around the garbage containers (e.g., dumpsters).

#### **PETS**

29. Each unit may have only one pet weighing less than 20 pounds at maturity and **MUST** be on a leash at all times and controlled. All pet waste must be picked up immediately and disposed of properly. If a dog or any other animal disturbs other unit owners by barking or otherwise, the unit owner shall remedy the problem or upon written notice, be required to remove the animal from the townhouse unit. Information requested by the Association regarding any pet shall be provided along with a copy of current vaccination records and a photograph of the pet.

**FIREWORKS, BOUNCE HOUSES, WATER SLIDES  
& ABOVE GROUND POOLS**

30. No fireworks, bounce houses, water slides or above ground pools shall be permitted in the Village of Sandalwood Lakes South community. Installation of hot tubs or use of kiddie pools must receive approval by the Board of Directors prior to installation or use.

**LEASE, OCCUPANCY & PURCHASE OF TOWNHOUSE UNITS**

31. No owner may lease a home without the prior written approval from the Association. Except for lease renewals, no tenant(s) or occupant(s) shall move into a home prior to approval of a lease by the Association. If possession of the home is taken prior to approval by the Association, any lease may be terminated and at the owner's expense the unauthorized tenant(s) and occupant(s) may be evicted.
32. An owner intending to lease a home shall submit a properly completed Application to the Association, and such other information concerning the tenant(s) and occupant(s) as Association may reasonably require. For approval of any Lease Application, the Association requires a minimum credit score of 700 for at least one tenant to ensure that adequate financial resources are available to satisfy any unpaid assessments, fines, damage to Association's property, or other financial obligations. The Association may conduct an investigative background check for all of the tenant(s) and occupant(s) which may include obtaining criminal and financial information. The Association may charge reasonable fees as determined by the Board for the Application and background check. A complete lease application package must be submitted at least thirty (30) day prior to the desired day of occupancy for processing. A copy of the written Lease or Lease renewal must be submitted with an Application. An Application will not be accepted until fully completed with all attachments and supporting documents obtained.
33. The Association requires a refundable security deposit in the amount of \$1,000.00 for all leases which can be used to pay for the costs for removal of tenant's trash; unpaid amounts owed to the Association; and any repair or damage to the common areas or other portions of the properties caused by any tenant(s) and occupant(s) or their children, guests, and visitors. Any security deposit not claimed by the owner within twelve (12) months of the end of any lease term is forfeited to the Association.
34. Owner shall provide tenant(s) and occupant(s) with a copy of the Association governing documents, which include the Declaration, By-Laws and Articles of Incorporation, and Rules and Regulations. Each prospective tenant(s) and occupant(s) shall certify in writing to the Association acknowledging that he or she agrees to abide by the Association governing documents and Rules.

35. Only the entire townhouse may be leased. Subleasing and rental of rooms is prohibited.
36. A townhouse unit must be owned for a period of at least two (2) years prior to the owner leasing the unit measured from the date that the owner receives title to the unit. A minimum permitted lease or renewal period is six (6) months. A maximum permitted lease or renewal period is one (1) year.
37. If the unit is owned by an entity (corporation, partnership, limited liability company, trust, etc.), all occupants must be designated to the Association and have the relationship to each other as required for a single family occupancy. Occupants are subject to all leasing restrictions, completion of an Application, a criminal and financial background check, and Association approval. The Association may charge reasonable fees as determined by the Board for the Application.
38. A non-relative of an owner residing in a townhouse unit for longer than thirty (30) days where the owner is not present shall be deemed to be leasing the unit subject to all leasing restrictions, completion of an Application, a criminal and financial background check, and Association approval. The Association may charge reasonable fees as determined by the Board for the Application.
39. A copy of valid driver's license or photo identification for each prospective tenant/occupant eighteen (18) years of age or older must be provided.
40. All purchasers of townhouse units shall complete a Purchaser/Owner Application and provide a fully completed contract for sale. The Association may charge reasonable fees as determined by the Board for the Application.

#### **WATER USE AND CONSUMPTION**

41. All townhouse unit owners shall be prudent and reasonable in the use and consumption of water and sewer utility services. Excessive water consumption will not be permitted.
42. To prevent excessive water consumption, locks are located on spigots outside unit patios and are only to be unlocked for water usage by the Association's maintenance personnel or property manager or designee as provided by the Board of Directors.
43. Motor vehicles, boats, personal watercrafts and trailers shall not be washed with water from any spigots, including patio spigots, in the Village of Sandalwood Lakes South community. Hoses shall not extend outside of Unit's fenced patio area.
44. The use of sprinklers or hand held watering devices to irrigate the Common Area shall not be permitted by residents.

45. The Association may pursue any remedy available for non-compliance and violation of water use and consumption rules, including but not limited to, imposing fines.

### **TOWING/BOOTING**

46. Any vehicle parked in violation of the Association's Governing Documents or Rules and Regulations shall be subject to being towed or booted at the expense of the vehicle's owner.
47. Any vehicle parked in or on parking spaces, streets, sidewalks, or walkways in such a manner as to block the passage of other vehicles shall be subject to being immediately towed without notice at the owner's expense.
48. For other violations of the Declaration and/or Rules and Regulations related to vehicles, the Association's authorized agent shall post a warning sticker on the vehicle with the date on which it will be towed or booted at the owner's expense if the violation has not been corrected within forty-eight (48) hours. The warning sticker shall also include the date, time, and towing company name.
49. A repeat violation for the vehicle is subject to being immediately towed or booted at the owner's expense without further notice.
50. Violations which may cause a vehicle to be towed or booted include, but are not limited to the following:
  - a. The vehicle is of a type which is not permitted in the community as referenced in rule #19 above.
  - b. Obstructing sidewalks, walkways, streets, or parking areas.
  - c. The vehicle or any of its tires is on grass or other paved areas not utilized for motor vehicles.
  - d. The vehicle is parked in an unassigned parking or guest parking space.
  - e. The vehicle is parked so as to prevent access to a resident's parking space.
  - f. Maintenance or repairs are performed upon a motor vehicle other than ordinary maintenance such as changing of a tire or battery.
  - g. A motor vehicle which is not licensed and is not current on registration.
  - h. A vehicle which has failed to comply with posted parking and traffic regulations within the community.
  - i. Parking in a fire lane or a no parking zone.
  - j. Blocking access to a dumpster/trash receptacle.
  - k. Residents' failure to have permanently affixed to their vehicles an Association parking decal.
  - l. Parking a vehicle with a decal in a parking space other than the spaces assigned to the resident; or

m. Failure to have an authorized guest pass displayed on the interior dashboard of a guest's vehicle using a guest parking space overnight.

51. In addition, or as an alternative to towing or booting a vehicle, the Association can pursue any other remedy available for non-compliance and violations of the Association's Governing Documents or Rules and Regulations, including but not limited to imposing fines.