

Lake Colony Homeowners' Association



Application for:

☐ Purchase

☐ Lease

A fully completed application, along with a non-refundable fee of \$65, payable to Lake Colony Homeowners' Association and a non-refundable fee of \$100 per applicant payable to Associated Property Management must be attached to this application along with **Photo ID** and a **copy of the lease/ purchase agreement**. **A personal interview is required prior to an approval being granted.** ALL PAYMENTS MUST BE IN THE FORM OF A CASHIER'S CHECK OR MONEY ORDER.

Association: Lake Colony

Address of Unit: _____

Applicant:

Full Name: _____ Birth Date: _____

Social Security Number: _____

Drivers' License Number: _____ State: _____

Marital Status: ☐ Married ☐ Single ☐ Separated

Home Phone: _____ Cell Phone: _____

Email: _____

Co-Applicant:

Full Name: _____ Birth Date: _____

Social Security Number: _____

Drivers' License Number: _____ State: _____

Lake Colony Homeowners' Association

Will the above listed person(s) be the only occupants? ☐ Yes ☐ No If no, please list below.

Number of Adult Occupants: _____

1. Name _____ Age _____ Birth date _____

Social Security Number: _____

2. Name _____ Age _____ Birth date _____

Social Security Number: _____

3. Name _____ Age _____ Birth date _____

Social Security Number: _____

Number of Children (under 18): _____

1. Name _____ Age _____ Birth date _____

2. Name _____ Age _____ Birth date _____

3. Name _____ Age _____ Birth date _____

Residence History:

Current Address: _____

City, State, Zip: _____ Phone: _____

Years at Present Address: _____ ☐ Owned ☐ Rented

If it's rented, who is the present landlord? _____ Phone: _____

Previous Address: _____

City, State, Zip: _____ Phone: _____

Years at Present Address: _____ ☐ Owned ☐ Rented

If it's rented, who is the present landlord? _____ Phone: _____

Lake Colony Homeowners' Association

Employment History:

Current Employer (if retired, last employer): _____ How long? _____

Phone: _____ Position: _____ Yearly Income: _____

Address: _____

Spouse's Employer: _____ How long? _____

Phone: _____ Position: _____ Yearly Income: _____

Address: _____

Bank Information:

Bank Name: _____ Contact: _____ Phone: _____

Street: _____ City, State, Zip: _____

Checking/ Savings/Money Market Account Number(s): _____ Opening Date(s): _____

Character References (No relatives):

1. Name: _____

Address: _____

City, State, Zip: _____ Phone: _____

2. Name: _____

Address: _____

City, State, Zip: _____ Phone: _____

Lake Colony Homeowners' Association

Have you ever been convicted of a felony? ☐ Yes ☐ No

If yes, please give an explanation:

Are you required to register with the local police? ☐ Yes ☐ No

Pet Information:

No more than two dogs/ cats per unit. Dogs shall not weigh more than fifty pounds. No pit bulls or related breeds are permitted. Inform the management if you add a new dog/ cat to your home after you move into Lake Colony.

1. Type: _____ Breed: _____

Color: _____ Weight: _____

2. Type: _____ Breed: _____

Color: _____ Weight: _____

Palm Beach County Rabies License Tag Number: _____

(Required by Palm Beach County Ordinance 98-22)

Automobile Information:

Only two assigned spaces per unit. Guest spots are for guests only. No commercial vehicles.

Driver's License Number: _____

1. Year: _____ Brand: _____

Model: _____ License Plate #: _____

2. Year: _____ Brand: _____

Model: _____ License Plate #: _____

Do you intend to reside here full time? ☐ Yes ☐ No If no, how many months of residence? _____

If this is a purchase, do you intend to lease or rent the unit to others? ☐ Yes ☐ No

Lake Colony Homeowners' Association

I (we) acknowledge receipt of the by-laws, rules & regulations as evidenced by execution of the attached affidavit, and do hereby agree to abide by the declaration of covenants, conditions, restriction & amendments thereto, governing Lake Colony Homeowners' Association.

Applicant Signature: _____ Date: _____

Co-Applicant Signature: _____ Date: _____

Applicant Authorization

I hereby authorize and request any present or former landlord, employer, school, police department, financial institution, agency or other persons having personal knowledge about me, to furnish bearer with any and all information in their possession regarding me in connection with an application for residence.

I hereby authorize Associated Property Management to obtain and verify such information including accessing consumer reporting agencies as well as performing a criminal and eviction record search.

I have been notified that a consumer report may be requested and understand that the information that Associated Property Management obtains is to be used in the processing of my purchase or lease application.

I hereby release and hold Associated Property Management Inc., its affiliates, employees, and agents and any other organization that provides information from any and all liabilities arising out of the use of such information.

Applicant Signature: _____

Print Name: _____

Date: _____

Applicant Signature: _____

Print Name: _____

Date: _____

Lake Colony Homeowners' Association

Certificate of Approval

This is to certify that _____ has/have been approved by Lake Colony Homeowners' Association as the purchaser/lessee of the following described property in Palm Beach County, Florida.

Such approval has been given pursuant to the provision of the declaration of covenants, conditions & restrictions, and the by-laws of the association.

SUCH approval has been given pursuant to all of the violations and monies due to the association are to be resolved/paid in full at or prior to purchasing/leasing.

SUCH approval has been given pursuant to the provisions of the foresaid declaration of association and constitutes a waiver of the association's right of purchaser/lessee as to the above described purchaser/lessee, as specified in the declaration.

In the event a previously unapproved party is assuming possession of the premises, then this certificate shall be recorded without an instrument of conveyance and shall be deemed, pursuant to said party's application for approval, binding as if it has been recorded with an instrument of conveyance.

Dated: _____ LAKE COLONY HOMEOWNERS' ASSOCIATION

Witness: _____ Authorized Agent: _____

Lake Colony Homeowners' Association

FOR CANADIAN RESIDENTS ONLY
Disclosure and Release of Information Authorization
Consumer Report/Investigative Consumer Report

Important: Please read carefully

As an applicant to rent or lease certain property, house, apartment, or condominium, you are a consumer with rights under the Fair Credit Reporting Act. When evaluating you as a tenant, a consumer report or an investigative consumer report may be obtained from a consumer reporting agency and may be obtained at any time during the application process or to decide whether to renew your lease or otherwise continue the landlord/tenant relationship.

I authorize CoreLogic SafeRent, to obtain information from all personnel, educational institutions, government agencies, companies, corporations, credit reporting agencies, law enforcement agencies at the federal, state, or county level, relating to my past activities, to supply any and all information concerning my background. The information obtained may include, but is not limited to, prior landlords, residential, previous employment verification, credit reports, driving history, and criminal history reports.

I understand that a consumer report or investigative consumer report may be prepared summarizing this information. The report may include information obtained through personal interviews regarding my character, general reputation, personal characteristics, and/or mode of living. I may also have the right to request additional disclosures regarding the nature and scope of the investigation as well as a written summary of my rights under the Fair Credit Reporting Act. If requested, the consumer reporting agency will explain the contents of my life. I understand that proper identification will be required and that I should direct my request to: _____

I understand that by requesting this information, no premise of rental or lease is being made. I also understand that a photocopy of this authorization be accepted with the same authority as the original; and that if accepted as a tenant by Associated Property Management, this authorization will remain in effect throughout such lease. **I understand that the information requested below regarding date of birth, race, and sex is for the sole purpose of gathering the above information accurately, and will not be used to discriminate against me in violation of any law.**

Signature: _____ Date: _____

NOTE: I am provided the following voluntarily. PLEASE PRINT CLEARLY.

Complete Full Name: _____

Social Security Number: _____ Birth-date: _____

Sex: _____ Race: _____ Driver's License Number: _____

Current Address, City, Province, Zip: _____

Previous Address, City, Province, Zip: _____

Lake Colony Homeowners' Association

C/O Associated Property Management
8135 Lake Worth Road, Suite B
Lake Worth, FL 33467
(561) 588-7210

Corporations that will be purchasing a home must be listed on the purchase application along with the name of the person who is completing the application.

Failing to do so may result in a delay in the processing of the submitted application.

☐ This is a corporation purchase

☐ This is NOT a corporation purchase

Signature: _____

Date: _____

Signature: _____

Date: _____

Lake Colony Homeowners' Association

- Initial bottom of each page.
- Sign the last page.

Important Information:

Please be advised that the board of directors met on July 21, 2011 and amended the rules dated June 24, 2008. A copy of the new rules is available electronically or via hard copy from APM. Please read over the rules for your own benefit (Specific changes are on pages 1, 2, fines), 3-#4, 6-#20, and 8 Pets. The amended rules will be attached to the minutes of the July 21, 2011 board of directors meeting.

Also, this is to remind you that it is critical that you pay your quarterly maintenance assessments. We cannot operate Lake Colony with the full cooperation of all owners. If you are not paying your maintenance your neighbor is filling that gap.

Further rules to be noted are all residents residing in Lake Colony have to be interviewed by the board of directors or the management company. No pit-bull or related breeds of dog are allowed. No dogs over fifty pounds. Breed, weight, and rabies documentation is required for all dogs. Dog must be kept on a leash at all times. This is a county law as well as Lake Colony rules.

Avoid letters from the management company by cleaning your mansards and fences (only clear coat on the fences). Does your fence need repair or replacement? The correct paint color for the exterior of your home can be purchased at Porter Paint on Forest Hill Blvd. Do NOT make the mistake of painting the wrong color. You will have to repaint.

All owners are welcome to attend the monthly meeting, held the third Thursday of each month at APM.

Thank you for your cooperation in maintaining Lake Colony in good condition so that we can all be proud of where we live.

Board of Directors
Lake Colony HOA

Lake Colony Homeowners' Association

Rules and Regulations

1. COMPLAINTS

All complaints shall be made in writing, signed by the owner and delivered to the office of the association or at such place as designated by the board of directors. No complaints shall be delivered to the board of directors or to any officer of the association.

2. ALTERNATIONS AND/OR STRUCTURAL MODIFICATIONS

No owner shall make, cause to be made, or allow to be made any alteration and/or structural modification to any unit or to the recreation areas or common areas without the prior written consent of the board of directors and where applicable any mortgages. Any such alteration or modification made without the consent of the board of directors, in writing, is liable to removal, without notice, and at the cost of the owner whose benefit the alteration or modification was made.

3. EXTERIOR APPEARANCE

No improvement may be constructed upon any part of the exterior of any of the Quadplex units, common areas, or recreation areas without the prior written consent of the board of directors. The exterior of the units, including but not limited to balconies and terraces, shall not be screened, enclosed, painted, decorated, or otherwise modified in any manner without the prior written consent of the board of directors, and such consent may be withheld on purely aesthetic grounds, within the sole discretion of the board of directors.

4. ANTENNA, WIRING, AND SATELLITE DISHES

No radio, television, satellite equipment air conditioning installation, or other wiring shall be made without the written consent of the board of directors. Any aerial, antenna, or satellite dishes erected or installed on the unit without the consent of the board of directors, in writing is liable to removal without notice and at the cost of the owner for whose benefit the installation was made.

5. DAMAGED RECREATION AREAS AND COMMON AREAS

Damage to the properties or its properties or its improvements, including but not limited to the Quadruplex units, recreation areas, and common areas caused by any owner of his guests or invitees shall be the sole responsibility of the owner.

Lake Colony Homeowners' Association

6. WINDOWS, DOOR, AND BALCONY TREATMENTS

No awning, canopy, shutter, or other projection shall be attached to or placed upon the outside walls or doors or roof of the Quadplex units without the prior written consent of the board of directors. Terraces, balconies, porches, or patios may not be enclosed which includes the screening of same. No blinds, shades, screens, decorative panels, windows, or door coverings shall be attached to our unit or used in connection with any window or door in a unit if affixed to the exterior of a unit, without the prior written consent of the board of directors. No clothes lines or similar devices shall be permitted on any portion of the common areas or recreation areas, nor shall clothes be hung anywhere except in such areas, if any, as are designated from time to time by the board of directors. Any of the foregoing made without the consent of the board of directors in writing, is liable to removal, without notice and at the cost of the owner for whose benefit any of the foregoing was done.

All holiday decorations shall be removed within fifteen days after the holiday.

7. FLAMMABLE MATERIALS

No flammable, combustible, or explosive fluids, chemicals, or substances shall be kept in any unit, recreation areas, or common areas except as such required for normal household use.

8. GUNS

No guns, including without limitation, BB guns, and sling shots, shall be fired or discharged upon the project. Violations of this rule will be reported to the applicable law enforcement authorities for such action as they desire.

9. PLUMBING AND ELECTRICAL

Water closets and other plumbing shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, sanitary napkins, or other foreign substances shall be placed therein. Grease and other foreign substances shall not be poured down drains. Electrical outlets and electrical wiring shall not be over-burdened. Total costs of all maintenance, repairs, and replacements connected with any misuses of plumbing and/or electrical installations shall be the responsibility of and paid by the individual owner or owners.

10. PLANTINGS

No plantings of any nature shall be made by any owner upon any common areas or recreation areas without the prior written approval of the board of directors. Unit owners who have any plantings that is outside the units without prior written approval of the board of directors. All plantings made by the unit owner, or previous unit owner on the immediate area surrounding the unit must be well trimmed and maintained by the unit owner. Dead, overgrown, or unsightly plantings will be a violation and subject to further action. Plantings must be trimmed away from rooflines.

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11. ROOF

No owner or occupant shall be permitted upon the roof of any Quaduplex unit except for necessary inspection or repairs without the prior written consent of the board of directors.

12. HURRICANE PREPARATIONS

Each unit owner must prepare his unit for pending storms by:

- a. Removing all furniture, plants, and other objects from patio and balcony. Any owner failing to make hurricane preparations and/or making improper preparations shall be held responsible for any damage done to the property of other owners and/or to the recreation areas or common areas resulting from such failure.
- b. All hurricane shutters shall be approved by the board of directors in writing before installation. All hurricane shutters are to be removed fourteen (14) days after each hurricane passes, weather permitting.

13. DOMESTIC HELP

Domestic help and workmen of the owners may not gather, loiter, or lounge within or upon the recreation areas and common areas of the project.

14. SERVICE PEOPLE

No owner shall permit any service people whether for purposes of maintenance, repair, replacement, or improvement to work in a unit, except in cases of emergencies, before 8:00am or after 9:00pm.

15. DELIVERIES

The association shall not be responsible for the theft, conversion, disappearance, loss or damage of any item received from or for an owner, even though such theft, conversion, disappearance, loss, or damage may occur through the negligence or willful act of the employees of the association, and all parties delivering items to such employees and all parties intended to be the recipient of items so delivered, hereby assume all risks of theft, conversion, disappearance, loss and damage of and to such items.

16. BUILDING EMPLOYEES, CONTRACTORS, AND ASSOCIATION EMPLOYEES

No owner or member of his family or guest shall give orders or instructions to the association's agents or employees, but shall express his desires to the person designated for this purpose by the board of directors.

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17. INSURANCE RATES

No owner shall permit or suffer anything to be done or kept in his unit which will increase the rate of insurance on any unit, the common areas, or the recreation areas. The liability or, and the expense of any additional insurance costs to the association shall be the sole responsibility of the owner whose act or actions caused any such increase.

18. PERSONAL INSURANCE

Although the insurance coverage afforded through the association in addition to other coverage, provides hazard insurance for the individual Quadruplex units, such insurance does not include coverage of personal property, upgrades to the unit beyond the original construction or liability coverage for the individual owner. Therefore, it is highly recommended that such coverage be obtained by each unit owner.

19. PERSONAL PROPERTY

The personal property of an owner shall be stored within his unit, but in no event shall such property be stored or left within or upon other portions of the recreation areas or common areas.

20. QUADUPLEX UNIT USE

Quadruplex units shall not be used for commercial or professional purposes and shall only be used as a single family residence. Rentals require a twelve month lease of the entire unit.

21. BALCONIES AND TERRACES

No bathing suits, towels, or clothing shall be hung from balconies or terraces. No mops or rungs shall be shaken from the balconies, windows, or doors. No loose articles shall be left on balconies during hurricane season.

22. CLEANLINESS

Each owner shall be responsible to keep his unit in a good state of preservation and cleanliness. Owners shall not allow anything whatsoever to be thrown or fall from the windows, doors, balconies, or terraces.

23. LITTERING

Each owner shall be responsible for seeing to it that all occupants of their unit, including invitees and guests shall not litter any portion of the recreation area or common areas.

24. TRASH AND GARBAGE

All refuse, waste, bottles, cans, garbage, and trash shall be securely wrapped and tied in plastic bags and placed only in those container and areas designated for such purpose. No furniture, appliances, garbage, plants, tree removal or any type of landscape removal of any kind can be placed outside the dumpster.

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25. FOOD AND BEVERAGE

Food and beverages shall only be consumed within units and in those portions of the recreation area and common areas designated for such purposes.

26. BARBEQUES AND OUTDOOR COOKING

No barbeque and/or outdoor cooking shall be permitted on balconies or on portion of the common areas and recreation areas except in those areas that may from time to time be designated for such purpose by the board of directors. Barbeques and/or outdoor cooking shall be permissible on Quadruplex Unit Owner's Individual patios providing that same does not create a nuisance of any type or nature as subject to all rules and regulations that may be promulgated by the board of directors.

27. NUISANCES

No owner shall make or permit any disturbing noises or activities any place upon the property by himself, his family, servants, employees, agents, visitors, or licensees, nor do or permit anything by such persons that will interfere with the rights, comforts, or convenience of other owners. No owner shall play upon, or suffer to be played upon any musical instrument or other sound equipment, in such manner that same would disturb any other occupants.

28. SOLICITATIONS

There shall be no solicitation permitted by any persons, anywhere in or about the properties for any cause, charity, or for any purpose whatsoever, unless specifically authorized in advance by the board of directors.

29. CHILDREN

Each owner shall be solely responsible for the actions and the actual cost of any damage caused by his/her children or the visiting children. Owners shall be responsible for and shall require their children and visiting children to comply with all rules and regulations. Children under twelve (12) years of age shall not be allowed in the pool area unless accompanied by an adult over the age of eighteen (18) at all times.

30. GUEST OCCUPANY

Any and all guests of owners shall be required to comply with all rules, regulations, rights, and obligations created by the declaration and its exhibits. Any guest residing in Lake Colony more than thirty (30) is considered a resident and the owner needs to advise management and set up an interview for that individual(s).

Lake Colony Homeowners' Association

31. PETS

- a. No pets may be kept, bred, or maintained for any commercial purpose. No pets are permitted without prior approval of the board of directors.
- b. No animals other than domestic animals shall at any time be permitted upon the recreation areas or common areas.
- c. In no event shall any pet be permitted in or upon any of the common areas unless carried or leashed and then only in those area as may from time to time be designated by the board of directors. The owners or individual walking any pet shall be required to clean up after their pet. No pet may be chained or tied to the exterior of any unit or on any common areas or recreation areas.
- d. In no event shall any pet be permitted upon or within the recreational areas, including but not limited to the pool area.
- e. All pets must be sufficiently under control at all times so that they do not become a nuisance to the owners of other Quadruplex units. Dogs and cats shall be on a leash at all times. Pets found running loose may be reported to the County of Palm Beach; and may be picked up and impounded.
- f. If a dog or other animal becomes obnoxious to other owners by barking or otherwise, and/or in the event that ant pet becomes a nuisance, there owner must correct the problem. If it is not corrected, the owner, upon written notice by the board of directors, must remove the pet from the common areas and recreation areas. If the owner fails to remove the pet from the properties, the board of directors shall be entitled to take such action as may be necessary to secure the removal of said pet from the properties, including but not limited to securing an injunction requiring removal of said pet, and the owner of said pet shall in such cases be responsible for court costs and attorneys' fees and such other expenses as may be incurred by the association in order to enforce these provisions concerning pets.
- g. The owner of any pet shall indemnify the association and each of the owners, and hold same harmless against any loss and liability of any kind or character whatsoever arising from or growing out of owning and/or keeping any animal.
- h. No animals, livestock, or poultry of any kind shall be permitted within the SUBJECT PROPERTY (Lake Colony) except for COMMON HOUSEHOLD DOMESTIC PETS. In any event, only dogs and cats will be permitted outside of the permanently enclosed living space of a unit. No pet other than a cat or dog shall be permitted outside of such portion of a unit including but not limited to any screened in porch or patio. Any pet must be carried or kept on a leash when of a unit or fenced-in area. No more than two (2) cats or dogs shall be permitted in any one unit. Notification to the management company is required if a new cat or dog is acquired after moving into Lake Colony. All animals to be registered with the management company.

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- i. Any owners who currently have more than two (2) pets at this time (May 2007) shall be grandfathered in for the existing pets however upon a loss; these pets shall not be replaced.
- j. Each dog shall weigh no more than fifty (50) pounds. No pit-bull or related type dogs allowed in Lake Colony, (veterinarian proof may be required from time to time). Proof of breed, weight, and rabies vaccination is required. Any owners who currently have any dog(s) weighing more than fifty (50) pounds, pit-bull or related types as of (June 24, 2008), shall be grandfathered in for the existing pets; however, upon the loss; these pets shall not be replaced with a dog weighing over fifty (50) pounds, or pit-bull type dogs.

32. SIGNS

No sign, advertisement, notice, or other letting shall be exhibited, inscribed, painted, or affixed by any owner on any part of the unit which can be seen from the common areas or recreation areas or another unit, or upon any portion or part of the recreation areas or common areas without the prior written consent of the board of directors. All unauthorized signs placed on common ground will be removed from the property.

33. MOTORCYCLES

Motorcycles will not be parked or placed in any area other than in designated motor vehicle parking spaces. No motorcycles will be driven upon common areas other than roadways and parking areas. All motorcycles will be equipped with appropriate noise muffling equipment, and the board of directors shall be authorized to bar from the common areas any motorcycle or other vehicle that causes an abuse of normal noise levels. Any damage done to the common areas, including but not limited to the pavement, as a result of motorcycle kickstands or other use of motorcycles shall be the sole responsibility of the owner of the motorcycle causing such damage, and/or of the owner responsible for the motorcycle's presence on the common areas. Under all circumstances, motorcycles, or motor vehicles shall be parked on pavements only, as designated by the board of directors, and not on lawns or green areas.

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34. PARKING

- a. Parking areas upon the common areas shall be used only by owners, their lessees, guests, and invitees.
- b. Parking areas shall only be used to park private passenger motor vehicles, police, fire department, and medical emergency motor vehicles and certain passenger motor vehicles used for business purposes, as hereinafter described.
 - i. Passenger motor vehicles bearing business or corporate markings and/or insignia are permitted to park in an appropriate parking space so long as there is magnetic covering over all of sold markings or complete vehicle covering. Ladders and other protruding items must be removed during overnight hours. Such vehicles may be parked in the appropriate parking areas subject to the same terms and conditions governing the parking of private passenger motor vehicles.
- c. Owner and lessees shall only park their motor vehicles within those parking spaces that have been assigned to them and may only park one vehicle per assigned parking spaces. There are two parking spaces assigned to each unit.
- d. No motor vehicle that is unregistered, or without license plates, or having expired license plates or cannot operate on its own power shall remain on the common areas for more than twenty-four (24) hours, and no repair of any motor vehicle shall be made on the common areas.
- e. Except as permitted above no mobile homes, trailers, campers, boats, vehicles used for commercial purposes, or other vehicles or equipment, other than private passenger vehicles, vans, sport utility vehicles and pick-up trucks with a gross vehicle weight not exceeding 14,500 pounds shall be parked or left standing upon the common areas, except for purposes of loading or unloading. Recreational trailers and boats shall be allowed to park on Lake Colony property for a maximum of twenty-four (24) hours and may not protrude outside of the normal areas of an assigned parking space.
- f. No motor vehicles shall be parked other than in areas designated for parking.
- g. Vehicles improperly parked will be towed away at the expense of the owner of the unit doing or permitting such act, and/or the owner of the vehicle after reasonable notification. Wherever and whenever required, the local police authorities shall be called upon to assist in the enforcement of the foregoing rules; however, the association shall not be obligated to call the police and may act on their own volition where reasonably necessary.

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35. VEHICULAR AND PEDESTRIAN TRAFFIC

All vehicular and pedestrian traffic being in and/or operating upon the common areas, shall at all times comply with the controlling governmental laws. All such traffic shall at all times obey any traffic signs and/or other equipment employed for the purpose of traffic control, whether or not same is placed by governments' authorities and/or the association. Unless otherwise posted, vehicular traffic shall adhere to a maximum speed limit of thirty (30) miles per hours. Visitors will be subjected to all civil penalties as well as those imposed by the association.

36. WHEEL VEHICLES

No owner shall permit wheel vehicles, including but not limited to bicycles, carriages, and shopping carts to be used in a manner that would interfere with vehicular and pedestrian traffic upon the common areas. No bicycles shall be permitted to be ridden within or upon the recreation areas or common areas nor anywhere else excepting the roadways and streets of the common areas.

37. PASSAGEWAYS

Sidewalks, entranceways, and all other portions of the common areas must at all times be kept free of obstructions and encumbrance, and shall not at any time be used for any purpose other than ingress and egress. No carriages, bicycles, wagons, shopping carts, chairs, benches, tables, or other objects shall be stored or kept in or upon such areas.

38. RIGHT TO ENTER IN EMERGENCIES

In case of an emergency originating in or threatening a unit, regardless of whether the owner is present at the time of such emergency, the board of directors, or any other person authorized by it, shall have the right to enter such area for the purpose of remedying or abating the causes of such emergency, and such right to enter shall be immediate. In the event any damages are cause, or result, from the necessity to enter in any such emergency, the cost of such damages shall be the sole responsibility of the owner.

39. RECREATION AREAS

- a. The use of the recreation areas is limited solely to the members of the association and their invited guests. Swimming and other use of the recreation areas shall at all times be solely at the risk of the individuals involved, and in no event that of the association or its members. The use of the recreation areas shall be regulated from time to time by the board of directors. Additional regulations shall include those that are necessary to comply with the laws of the State of Florida with reference to swimming pools and other public facilities and those that are deemed necessary and reasonable from time to time to insure the proper use of said facilities by all the members. Rules and regulations shall be posted in conspicuous places, in or upon the recreation areas, and it shall be the responsibility of the individual owners to apprise themselves of same.

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- b. No recreation areas of common areas may be used for any commercial or money making purpose, whether by reservation or otherwise, without the prior approval of the board of directors, in writing. Further, no yard or also known as garage sales are permitted on any part of the property.
- c. No games, programs, or activities of any kind, shall be conducted in any of the recreation areas or in any of the common areas, which could reasonably be expected to result in damages to any of the recreation areas, common areas, or personal property of the association, or to that of an owner.
- d. Pool hours shall be from 9:00am to dusk seven days a week excepting for especially programmed activities. The pool hours can be changed by the board of directors at their discretion.

40. FENCES

No fence, wall, or other structure shall be erected in the front yard, back yard, or the yard setback areas, except as originally installed by developer, and except any approved by the board of directors. All fences are to be shadow box construction. All extensions of fences have to be approved by the board. Nothing but plants and umbrellas can be seen above the fence.

41. GARBAGE AND TRASH DISPOSAL

No garbage, refuse, trash, or rubbish shall be deposited on any lot except in a walled-in area provided, however, that the requirements from time to time of Palm Beach County for disposal or collection shall be complied with. All equipment for the storage of disposal of such material shall be kept in a clean and sanitary condition.

42. WINDOW COVERINGS

Where window coverings that are visible from common areas are other than white, off-white, or beige; they must be lined or under draped or blackout draped in white, off-white, or beige.

43. PAINTING

Units' outside walls remain the Lake Colony beige. Trim is brown and doors remains beige. Fence remains natural color not painted. All screen doors are bronze. Flashing is bronze. All hurricane shutters are bronze.

I have read and understood the rules and regulations of Lake Colony Homeowners' Association.

Date: _____

Signature: _____

Lake Colony Homeowners' Association

Special Check Requisition

Date: _____ Amount: _____

Association Name: **Lake Colony Homeowners' Association (LCH)**

Reason for Check:

Payable to: **Associated Property Management (APM)**

Address:

Instructions for Disbursement:

Date Paid: _____

Check Number: _____

Account Code: _____

Signature (when check is picked up): _____