

Lakewood Pointe Homeowners' Association, Inc. Community Rules



Saint Augustine, Florida

Lakewood Pointe Homeowners' Association, Inc.

Community Rules

This listing of community rules is meant to be a consolidated, easy to follow guide for Owners in the Lakewood Pointe community. It incorporates the explicit rules contained in the Declaration of Covenants and Restrictions for Lakewood Pointe ("Declaration"), and those rules being promulgated by the Board of Directors herein. With regard to rules taken from explicit statements within the Declaration, the actual language of such Declaration provisions shall govern any issues of interpretation.

1. All Owners and their invitees and guests shall at all times comply with the terms of these Community Rules as well as all statutes, regulations, ordinances or other requirements specified in the (Declaration Art. X Sec. 10.20 and 10.25).
2. Owners must follow the Lakewood Pointe Homeowners Association, Inc. Architectural Criteria. Prior Architectural Review Board ("ARB") approval is required and detailed in the Architectural Criteria for landscaping revision plans, exterior improvements or other exterior structures or alterations. (Declaration Art. VI)
3. Owner lots must be used for residential dwelling purposes only. (Declaration Art. X, Sec. 10.1)
4. Common areas must be used for their specific and intended purpose. (Declaration Art. X, Sec. 10.24)
5. Playground – general playground rules are set by the signage maintained at the playground. (Declaration Art. V, Sec. 5.2 (c)).

6. Parking – In order to maximize the aesthetics of streetscapes within the Subdivision, Owners are encouraged to park vehicles within garages with garage doors closed to the maximum extent reasonably practical, and otherwise within the driveways. (Declaration Art. X. Sec. 10.6)
7. Passenger cars and trucks shall not be parked on the street except on a temporary basis when space is not available on the driveway serving the lot. (Declaration Art. X Sec. 10.6) Temporary street parking by periodic visitors will be allowed, but no vehicle may be parked directly across the street from another vehicle at any time, in order to allow room for through traffic and emergency vehicles to pass.
8. No boats, recreational vehicles, campers, trailers, or other motor vehicles, except four-wheel passenger automobiles, vans, motorcycles, four or 6-wheel pickup trucks (only those six-wheel trucks commonly referred to as duallies), shall be placed, parked or stored upon any Lot, except boats, recreation vehicles, campers and trailers may be parked at the property for a period not to exceed 48 hours for the purpose of cleaning, trip preparation, loading and unloading. At no time shall anyone be allowed to sleep in the vehicle or use its plumbing.
9. No maintenance or repair (excluding vehicle washing) may be performed, on a regular basis, on any boat or motor vehicle upon any Lot, except within a garage, so as to be totally isolated from public view. (Declaration Art. X, Sec. 10.6)
10. No commercial vehicles, meaning any truck or 3-axel or non-dual-use truck (for example. wrecker or dump truck) may be parked within a Property within public view or on the street overnight. (Declaration Art. X, Sec. 10.6)
11. No vehicles may block the sidewalks or street.

12. Only motor vehicles bearing current license tags which are operable may be parked overnight on any homeowner lot, except within garages with the garage doors closed.
13. Nothing shall be done or maintained on any Owner lot or Common Area which may become an annoyance or nuisance to any party. If a dispute or question arises as to what may be or become a nuisance, the issue shall be submitted to the Board, whose decision shall be dispositive of the dispute or question. (Declaration Art. X, Sec. 10.7)
14. No garage sales are allowed except for community sales. Circumstances warranting relief from this rule, such as for moving, will be considered by the Board.
15. No boats shall be permitted to operate on the lake. Only authorized individuals are permitted to enter lake for any purpose or to cross over or through any fence enclosing the lake. (Declaration Art. X, 10.9).
16. All Owners must maintain fire and other casualty insurance with coverage adequate to cover the full replacement cost of the home and/or other improvements on the lot. (Declaration Art. X, 10.10).
17. Before any tree is cut down from a Lot, the Owner shall insure that such action is authorized under the St. Johns County Tree Ordinance and shall obtain a permit, if required. If a permit is not required, any tree which has a trunk exceeding 6 inches in diameter one foot above the ground must have the express written consent of the Board before it may be cut down, destroyed or removed from the Lot. Declaration Art. X, Sec. 10.11).

18. Signs are not permitted, except in the following circumstances:
One sign (1) advertising House for Sale or House for Rent, Security Service Contractor signs within 10 feet of a home entrance, and small signs required by law when chemical applications have been applied to yards, which signs are to be removed by Owner after 24-hour drying requirement. Political signs are not permitted. (Declaration Art. X, Sec. 10.14)
19. Dogs shall be kept under control of Owners at all times and physically leashed when outside the boundaries of an Owner's lot. Owners must immediately clean up after their dogs whenever outside the boundaries of their lot. (Declaration Art. X, Sec. 10.15)
20. No commercial purpose or breeding of any animals is allowed in the community. (Declaration Art. X, Sec. 10.15)
21. If any animal(s) shall become dangerous, exhibiting intimidating or threatening behavior toward humans or any other pets, or an annoyance or a nuisance, all determined in the sole discretion of the Board, the Board shall have the right to prohibit the applicable Owner from thereafter keeping the animal(s) on the Owner's lot and/or to require the applicable Owner to take other remedial action as the Board shall specify. (Declaration Art. X, Sec. 10.15)
22. All Owner homes and other structures, lots and all portions thereof, including easements, any landscaping, improvements, mowing, edging, mulching and weed control, alterations or adjacent Limited Common Areas shall be maintained at all times in a neat, attractive and orderly condition.

Limited Common Areas are defined generally as the portion of property between the Lot line and the nearest edge of the paved road surface and any property contiguous to a Lot that is located between the rear Lot line of the Lot and a wall or fence constructed by the Developer on the bank of a lake adjacent to such Lot (Declaration Art.

II, Sec. 2.6). Any question concerning the boundary of a Limited Common Area shall be determined by the Board. (Declaration Art. X, Sec. 10.16).

23. Homeowners are required to maintain the driveway and sidewalk serving their respective lots; including keeping them free of weeds and oil or other stains. (Declaration Art. X, Sec. 10.18 and 10.16).

24. No window air conditioning units shall be installed on any building within the subdivision. (Declaration Art. X, Sec. 10.19).

25. No lease for a dwelling or any portion thereof, within the community shall be for a period of less than six (6) consecutive months. (Declaration Art. X 10.22).

26. As of the adoption of these community rules, recycling and trash is picked up on Monday. These items should be placed in appropriate receptacles at the end of the Owner's driveway. All such receptacles, bins etc. should be placed at the street no earlier than 6:00 pm on the day before pickup and must also be removed and stored out of public view by the end of the same day as pick up. House trash and garbage receptacles must have tight fitting lids to prevent animal intrusions and the dispersal of trash throughout the neighborhood. Routine placement of plastic bags of trash, or loose items of trash, is also not allowed for sanitary and aesthetic reasons (occasional overflow being allowable).

27. With regard to lawn and landscape refuse, homeowners may place those items for pick up in neat piles at the end of their driveway but must keep such piles neat and orderly until pick up and must immediately clean up any remaining dirt and small debris after pick up occurs. One's waste of any kind should never become a neighbor's problem.

28. Fireworks are not permitted at any time on Common Area, including any of the holidays typically associated with use of fireworks such as 4th of July, New Year's Eve, Memorial Day, etc.
29. Golf carts, electric or gas powered vehicles, or other unlicensed vehicles shall be operated only by or accompanied by a person licensed to drive a motor vehicle.
30. Any unregistered, unlicensed gas-powered vehicle such as, but not limited to, ATVs, go carts and dirt bikes shall not be operated on any street in Lakewood Pointe.
31. Requests for reservations for private use of Common Areas must be approved by the Board. Any such usage must be left in clean condition and all trash removed from the Common Area.
32. Please do not feed the wildlife. (Fl. 68A-25.001) To report violations call (888)404-3922.
33. Flags are permitted only as required by Fl. Statute 720.304.
34. Seasonal display of lighting and decorations may be installed three (3) weeks before the holiday and removed no later than one (1) week after the holiday. Exception: Winter holiday lighting and decorations may be installed no earlier than the first Monday in November and shall be removed no later than the following January 31st. Seasonal displays shall not become a nuisance to the neighborhood. Owners are advised that should a display be determined to be a nuisance or annoyance it will result in an order for modification or removal.

35. Compliance with the governing documents, including these Community Rules, is mandatory. Owners are jointly and severally responsible for any violations of their tenants, residents, guests, or other invitees, including any damages caused by, or fines imposed against, them. The Association may exercise any remedy available at law or in equity to enforce compliance with the governing documents, including without limitation levying fines (jointly and severally) against Members, tenants, residents, guests and other invitees. Members, tenants, residents, guests and other invitees shall be jointly and severally liable for any fines imposed or damages incurred as a result of noncompliance with the governing documents, including without limitation attorney's fees and costs.

IN WITNESS WHEREOF, the undersigned Officers of the Association have executed this instrument on the dates written below.

Witnesses

Ashley McPartland
Signature of Witness 1

Ashley McPartland
Printed

Kari N. Eldridge
Signature of Witness 2

KARI N. ELDRIDGE
Printed

Lakewood Pointe Homeowners Association, Inc.

Wes Powers
President

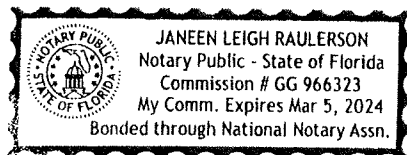
Wes Powers
Printed

Jan Thomas
Secretary

JAN THOMAS
Printed

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 19th day of November, 2020, by Wes Powers, as President, and Jan Thomas, as Secretary, of Lakewood Pointe Homeowners Association, Inc., on behalf of the corporation.



Janeen Leigh Raulerson
(Signature of Notary Public – State of Florida)
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known or Produced Identification

Type of Identification Produced: _____.