

# **ATTENTION:**

**We DO NOT accept any part of applications including contracts/leases/photos or documents of any kind via e-mail.**

**Please mail or deliver your completed application to:**

**Village of Sandalwood Lakes HOA**

**801 Northpoint Pkwy., Suite #83**

**West Palm Beach, FL 33407**

**Office hours are:**

**Monday – Friday 9:00 a.m. – 5:00 p.m.**

# VILLAGE OF SANDALWOOD LAKES HOMEOWNERS ASSOCIATION, INC.

c/o Randall Andersen, LCAM  
801 Northpoint Pkwy., Suite #83, West Palm Beach, FL 33407  
Telephone: (561) 721-6411

## APPLICATION FOR PURCHASERS/OWNERS

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### THE PROCEDURES FOR ALL PURCHASERS/OWNERS ARE AS FOLLOWS:

1. This complete Application for Purchasers/Owners must be submitted to the Village of Sandalwood Lakes Homeowners Association, Inc. ("Association") 30 days prior to the desired date of occupancy.
2. A copy of the fully executed purchase agreement for the sale of the townhouse unit needs to be included as part of this application.
3. After receipt of the fully completed Application, with all amounts owed paid, and documents needed, background and credit reports obtained, and all violations cleared (if any), and in an in-person orientation, a decision on an approval of the Sale will be made which can take up to thirty (30) days. The Association requires a minimum credit score of 700 of at least one applicant for approval of this Application.
4. A Capital Contribution charge of \$500.00 will be collected for each purchase at closing.
5. A townhouse unit owner must reside in the unit for a period of two (2) years prior to the leasing of the unit. A permitted lease term is not less or no more than twelve (12) months.
6. The purchaser of the unit shall furnish the Association with the recorded copy of the deed of conveyance indicating the owner's mailing address for all future maintenance bills and other correspondence from the Association.
7. A **photo ID** for all residents over the age of eighteen (18) and the **vehicle registration(s)** for all vehicles to be kept in the community, and **photographs** of all resident vehicle(s) and **license plate(s)** must be included with this Application. 1 **rear** photo of each vehicle showing the entire vehicle and legible tag is sufficient.
8. Parking decals will be issued upon receipt of the deed of conveyance.
9. This Application must be returned with **two separate payments** for the following amounts:
  - (a) **\$250.00** Administration Fee:  
This is a non-refundable fee which shall be in the form of a **Check** or **Money Order** made payable to **Village of Sandalwood Lakes HOA, Inc.**
  - (b) **\$150.00** For each married couple and any adult person who is a principal of the purchase:  
This is a non-refundable fee for credit/criminal background screening of all adults. The fee shall be in the form of a **Check** or **Money Order** made payable to **Village of Sandalwood Lakes HOA, Inc.**

**PLEASE PRINT or TYPE ALL INFORMATION ON THESE FORMS**

(If Management is unable to read this Application it will be returned, which may delay processing. If you need additional space, please write on the back of the Application)

**PURCHASER/OWNER 1:**

Purchaser/Owner's Full Name: \_\_\_\_\_

Property Address: \_\_\_\_\_

Date of Purchase of Property: \_\_\_\_\_ Numbers of Assigned Parking Spaces (2) \_\_\_\_\_ & \_\_\_\_\_

Owner's Current Address: \_\_\_\_\_

Owner's Residential Phone #: \_\_\_\_\_ Cell # \_\_\_\_\_

Owner's E-mail Address: \_\_\_\_\_

Realtor and Real Estate Company Name: \_\_\_\_\_

Contact Info: Cell #: \_\_\_\_\_ E-Mail: \_\_\_\_\_

**PURCHASER/OWNER 2:**

Purchaser/Owner's Full Name: \_\_\_\_\_

Property Address: \_\_\_\_\_

Date of Purchase of Property: \_\_\_\_\_ Numbers of Assigned Parking Spaces (2): \_\_\_\_\_ & \_\_\_\_\_

Owner's Current Address: \_\_\_\_\_

Owner's Residential Phone #: \_\_\_\_\_ Cell # \_\_\_\_\_

Owner's E-Mail Address: \_\_\_\_\_

Realtor and Real Estate Company Name: \_\_\_\_\_

Contact Info: Cell #: \_\_\_\_\_ E-Mail: \_\_\_\_\_

**OCCUPANCY ACKNOWLEDGMENT**

Only the following person(s) are seeking residency/occupancy at the home which is the subject of the Application:

<u>Full Name</u>	<u>Date of Birth</u>	<u>SS# (if 18 or older)</u>	<u>Relationship to Purchaser</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

No one outside of the above-mentioned person(s) will occupy the unit without the approval of the Association where the owner is not present. All parties are aware that failure to comply with the occupancy requirements of the Association could lead to penalty fines levied against the owner and/or eviction of the tenant(s) and/or the payment of any resulting Association's attorney's fees and costs.

**PETS**

No more than two (2) pets may be kept in a Unit which are not on the vicious dog list. (Refer to Rules & Regs) All pets must be controlled by a leash, and all droppings must be picked up. If you have a pet, please complete the area below regarding information about the pet, provide **veterinarian breed certificate, current vaccinations records**, and a **photograph** of the pet including the **Palm Beach County tag number**.

**PET 1:**

Species: _____	Breed: _____	Sex: _____	Age: _____
Color: _____	Weight: _____	Animal License Tag #: _____	

Do any residents or occupants of the Unit require an animal in connection with a physical and/or mental impairment that substantially limits one or more major life activities? If so, please submit a request for an accommodation to allow the animal, complete the information below, provide **veterinarian breed certificate, current vaccination records**, and a **photo** of the animal including **Palm Beach County tag number**.

**PET 2:**

Species: _____	Breed: _____	Sex: _____	Age: _____
Color: _____	Weight: _____	Animal License Tag #: _____	

**VEHICLE INFORMATION**

Please provide information regarding any vehicles which will be kept at the Village of Sandalwood Lakes Community by any owner/occupant.

**Vehicle #1**

**Vehicle #2**

Make: \_\_\_\_\_ Model: \_\_\_\_\_

Make: \_\_\_\_\_ Model: \_\_\_\_\_

Year: \_\_\_\_\_ Color: \_\_\_\_\_

Year: \_\_\_\_\_ Color: \_\_\_\_\_

License Plate #: \_\_\_\_\_ State \_\_\_\_\_

License Plate #: \_\_\_\_\_ State \_\_\_\_\_

Driver's License #: \_\_\_\_\_

Driver's License #: \_\_\_\_\_

Owner: \_\_\_\_\_

Owner: \_\_\_\_\_

Assigned Parking Space: \_\_\_\_\_

Assigned Parking Space #: \_\_\_\_\_

**PURCHASER/OWNER CONSENT AND ACKNOWLEDGMENT**

A. I/We understand that consideration for occupancy is conditioned upon the truth and accuracy of this Application, and all documents which are part of this Application. I/We understand that the Association may cause to be instituted an investigation of my credit and criminal background. Accordingly, I authorize the Association, and any company requested to conduct such an investigation, including Apply Check, to make and obtain such investigation and agree that the information contained therein may be used.

B. I/We agree that the Association, including Directors, Officers, Agents, Employees and all other persons acting on its behalf, shall be held harmless from any actions or claims by the undersigned Occupant(s)/Owner in connection with the use of the information contained herein or any investigation conducted by the Association, and any company requested to conduct such an investigation by the Association, including Apply Check. I/We further agree to forever release and discharge from any claims, liability, cause of action, compensation, known or unknown the Association and its Directors, Officers, Agents, Employees and all other persons acting on its behalf, and any company requested to conduct such an investigation by the Association, including Apply Check, regarding furnishing information as a result of such investigation or arising out of disclosure of any such information concerning said investigation.

C. The undersigned purchasers/owners acknowledge receiving a copy of the Declaration of Covenants and Restrictions, Articles of Incorporation, By Laws, and Rules and Regulations of the Association and acknowledges that he or she takes title subject to and agrees to abide by them.

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Purchaser/Owner #1 Printed Name

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Purchaser/Owner #1 Signature

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Purchaser/Owner #2 Printed Name

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Purchaser/Owner #2 Signature

## VILLAGE OF SANDALWOOD LAKES HOMEOWNERS ASSOCIATION, INC.

### RULES & REGULATIONS

The definitions contained in the Declaration of Covenants and Restrictions for the Village of Sandalwood Lakes are incorporated herein as part of the Rules and Regulations.

#### DEFINITIONS

**Owner** is defined as “the fee simple title holder of any townhouse unit, whether one or more persons or entities” in the Declaration of Covenants and Restrictions, Article I.12.

**Occupant** is defined as the owner, lessee, or their respective guest in the Declaration of Covenants and Restrictions, Article I.11 & 20.

**Guest** is defined as any person who is not an owner of the Unit, and who is physically present in, or occupies the Unit by invitation from the Owner or other legally permitted Occupant, without requirement to contribute money, perform any service or provide any other consideration to the Owner or Lessee in connection with occupancy of the Unit. **Declaration of Covenants and Restrictions, Article I.20**

**Association Property** is defined as “all real and personal property” transferred to the Association for the benefit of all members. **Declaration of Covenants and Restrictions, Article I.4 and 6 and Article II.2.**

**Common Elements** are defined as the “exterior walls, roof, soffit, balconies, railings, and fence” as defined in the **Declaration of Covenants and Restrictions, Article I.24A-E and Article VII.1-7.**

**Governing Documents** are defined as the Articles of Incorporation, Declaration of Covenants and Restrictions, and By-Laws of Village of Sandalwood Lakes Homeowners Association, Inc. along with any officially recorded amendments to these documents.

#### FINES AND SUSPENSIONS

The Association may levy fines and/or suspensions for violations of the Declaration, Bylaws, or reasonable Rules of the Association imposed against any unit owner or any owner’s tenant, guest, or invitee for failure of the owner of the parcel or its occupants, licensee, or invitee to comply with any provision of the Declaration, Bylaws, or reasonable Rules of the Association. You are encouraged to read this section for yourself to fully understand the HOA’s and your obligations and rights. Bylaws Article IV.15 and Declaration of Covenants and Restrictions, Article XV 1-7. In short:

- A fine may be levied by the Board for each day of a continuing violation, with a single notice and opportunity for hearing. A fine can exceed One Thousand Dollars (\$1,000.00) in aggregate. The Association cannot levy a fine unless it first provides 14 days’ notice and a chance for the unit owner to be heard by a Fining Committee at a meeting either in person, by Zoom or by telephone within 90 days’ after the notice is given. If fines are approved by the Committee, a written notice will be delivered by mail or email within 7 days, and the fine must be paid within 30 days from the date set by the Committee. Attorney’s fees and costs may be awarded to the Association against the unit owner if the fine is not paid by the due date.
- Owners, tenants, guests, and invitees are all responsible for following these Rules & Regulations. Fines caused by a person residing at or visiting the property are assessed to the Unit owner.
- Any unit who is delinquent in paying any fine, fee or other monetary obligation due to the Association, the Association may suspend the rights of the unit owner, or the owner’s tenants, guests, or invitees, to use common areas. A suspension may not prohibit an owner or tenant of a parcel from having vehicular and pedestrian ingress to and egress from the parcel, including, but not limited to, the right to park.
- The Association may suspend the voting rights of a member for the nonpayment of any fee, fine, or other monetary obligation due to the Association that is more than ninety (90) days delinquent.

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Initials

## GENERAL

1. The townhouse units shall be used solely as single residences. Each townhouse unit is restricted to single family residential use as a residence by the owner permitted and/or approved occupant(s) thereof pursuant to the provisions of this Declaration and their temporary guests and invitees.
2. "Single family" shall mean up to two (2) unrelated individuals living as a single integrated economic housekeeping unit, or more than two (2) persons related as spouse for cohabitating partners, parent, grandparent, stepparent, child, adopted child of parent, foster child/children, grandchild, sibling, half-brother or half-sister living as a single integrated economic housekeeping unit. Permanent occupancy shall follow HUD guidelines, as amended from time to time. In the absence of a HUD standard or regulation, no townhouse unit shall be permanently occupied by more than two (2) persons per bedroom and any room(s) in the townhouse unit (such as a living room, dining room, etc.) converted to a sleeping area shall not be considered a "bedroom" for purposes of the above occupancy restriction unless otherwise provided by applicable law.
3. The occupants shall abide by each, and every term and provision of the Governing Documents and all the Rules and Regulations put in place by Village of Sandalwood Lakes Homeowners Association.
4. Complaints regarding the actions of others or property maintenance shall be made in writing to the Association office and shall be signed by the complaining unit owner. Once the complaint is made to the Association, the complainant shall not be provided with feedback or resolution of which the Association agreed upon; both parties are entitled to confidentiality and anonymity unless a party waives their right.
5. Any structural or exterior unit modification requires prior approval from the Architectural Committee and must be submitted in writing to the Association office and will be approved or disapproved in writing. **Declaration of Covenants and Restrictions, Article X.**
6. These Rules and Regulations may be modified and/or added to at any time by the Board provided that notice of proposed modification is sent by mail or email to each member of the Association at least fourteen (14) days before the change becomes effective by resolution by the Board of Directors of Village of Sandalwood Lakes Homeowners Association, Inc. **Refer to Articles of Incorporation, Article III. B.7.**
7. The Board of Directors shall have the authority to enforce these Rules and Regulations against any owner and/or occupant who violates the same. Enforcement of such violations shall be done according to the applicable laws and provisions set forth in the Bylaws Article IV.15 and Declaration of Covenants and Restrictions, Article XV 1-7 as well as any applicable Federal law, Florida Statutes (including but not limited to Chapters 617 and 720), and County and City ordinances.

## USE OF ASSOCIATION PROPERTY AND TOWNHOUSE UNITS

8. The townhouse unit owner or tenant shall maintain their property consistently with the maintenance of the highest standards and not permit their premises to be used in any unlawful way. The maintenance of each unit shall at all times be consistent with the existing Governing Documents.

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Initials

9. Occupants will observe any City, County, or State nuisance laws applicable that have jurisdiction including the City of West Palm Beach Code of Ordinances, Chapter 34 Article II, particularly in regard to 34-36 – Noise disturbance prohibited and Florida Statutes 316.293 Motor vehicle noise.
10. No occupant shall permit any remodeling type work to be conducted in their residence except for Monday – Friday 9am – 5pm & Saturday 11am – 5pm and NO work is permitted on Sunday or during any federal holidays.
11. The townhouse unit owner, tenant, or guest shall not permit any nuisance or harassment to exist upon their property so as to be detrimental to any other unit or to any other unit occupants.
12. Children seventeen (17) years of age or younger are the responsibility of their parent or legal guardian, including full supervision of them and compliance with the rules while within the Association property.
13. No unit shall be used in any trade, business, professional or commercial capacity. Home offices shall be permitted as long as they do not attract customer/client traffic, increase post office/ mailing traffic, or constitute a nuisance in the sole opinion of the Board of Directors.
14. An owner shall be liable for any expense of any maintenance, repair, or replacement of any real or personal property rendered necessary by their act, negligence, or carelessness or by that of their occupants, employees, or agents. **Refer to Article VII 4 of the Declaration.**
15. An owner shall be liable for any personal injuries caused by their negligent acts or those of their occupants, employees, or agents.
16. The maintenance and repair of all individual unit components are the sole responsibility of the unit owner. This includes, but not limited to, plumbing systems, electrical systems (including the courtyard outlet, building light power line, and electrical shut – off switch), telecommunication lines (phone & internet), HVAC equipment, water shut- off valve, courtyard water hose bib, structures, and all courtyard areas within the unit boundaries, including the concrete slab.
17. Each occupant has a duty to report and shall promptly report to the Association any defect or need for repairs of the Association Property which the Association has a responsibility to remedy. **Refer to Declaration of Covenants and Restrictions, Article VIII**
18. The speed limit within Village of Sandalwood Lakes is 15 mph. We have many children in the community, so please be mindful of your speed limit. WPB Police Department is present in the community often and the speed limit will be enforced.
19. Smoking, including vaping, is not allowed in the common areas.
20. The owner/occupant must notify the Association if they will be leaving the unit unoccupied for fifteen (15) or more days.

#### **FIREWORKS, PLAY EQUIPMENT, WATER SLIDES & POOLS**

21. Water hoses or the filling of buckets are not allowed to be used to fill up pools or wash cars, boats, jet skis, or other vehicles.

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Initials

- 22. Hot tubs are allowed only after prior approval from the Architectural Committee. The installation and maintenance of the hot tub is the responsibility of the owner.
- 23. No bounce houses, trampolines, waterslides, above ground, or kiddie/pet pools are permitted.
  - a. In the event of a birthday party or any celebration where a vendor is providing services, the Association must have the vendor's insurance information and proof of carrying a minimum of One Million Dollars (\$1,000,000) in General Liability on file prior to the event. The occupant must also provide the Association with a signed Waiver of Liability for birthday parties or events with bounce houses (no waterslide or kiddie pool permitted) or other party activities on the Association property.
- 24. Exercise equipment is allowed in the courtyard if it is not visible above the fence line.
- 25. Basketball hoops are not permitted.
- 26. Fireworks are not permitted on Association property except on Independence Day, New Year's Eve, and New Year's Day in accordance with FL Statute 791.08.
  - a. Fireworks are only allowed to be set off over a body of water or in open areas away from buildings, cars, and other personal property
  - b. Soak spent fireworks in water for a few hours before discarding them in the dumpster.
  - c. Clean up the area after the use of fireworks.

**FENCES AND COURTYARDS**

- 27. Owners are allowed to stain only the interior of the courtyard fencing without prior approval from the Architectural Committee as long as they use a Behr brand wood stain as per Association Fence Policy.
- 28. Barbecue grills operated by a propane tank, pellets, or charcoal are permitted. All propane tanks must be for the use of a Barbecue grill and may not be otherwise stored on the premises.
- 29. No items such as rugs, bedding, floor mats or alike are permitted to be left on the fence, balconies or any other areas which are visible from the exterior of a townhouse unit.
- 30. Any resident that intends to be absent from the unit during hurricane season (June 1<sup>st</sup> through November 30<sup>th</sup> each year) shall prepare the unit prior to his/her departure as follows:
  - a. Remove all furniture, potted plants, and other movable objects from the unit's courtyard and balconies, and
  - b. Designate a responsible person or firm to install or close hurricane shutters, provide care for the unit should it suffer hurricane damage, and remove or open shutters after the storm has passed.
  - c. At no time shall hurricane shutters be permanently installed, or accordion shutters be closed or partially closed, for any period more than 72 hours after a hurricane without prior written consent from the Board.
  - d. Removable hurricane shutters may not be stored on the balconies when not in use. Shutters may remain stored in a unit's outdoor storage space even if they are partially visible above the fence.
  - e. NO occupant is permitted to use the hurricane shutters, partially or fully closed for any other purpose than what they are designed for.

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Initials

31. Courtyard storage: One storage unit in courtyards that has a footprint of less than 4 square feet is permitted without prior approval from the Architectural Committee. Any storage larger than 4 square feet is subject to prior approval by the Architectural Committee. Storage on the balconies is prohibited. Allowed/approved storage units may be visible above the fence no higher than 12 inches.
  - a. The existing courtyard shed may be covered per Association specifications and requires prior approval from the Architectural Committee. The installation and maintenance of the shed roof is the owner's responsibility.
32. NO bicycles, tricycles, scooters, eBikes, eScooters, baby carriages, or children's toys are permitted to remain on the Association property or on the unit balconies.
33. NO patio furniture is permitted on the balconies.
34. The Unit owner is responsible for the pressure cleaning and maintenance of the balcony floor surface and the maintenance and repairs of the courtyard concrete slab.
35. Each Unit owner is responsible for their own pest control services. The Association is responsible for prevention and/or treatment of subterranean termites only. In the event of termite treatment, the Association via their contracted vendor shall have full access to the unit's courtyards and the ability to do what is necessary, including drilling into the concrete slab, in order to drench the foundation for each of the four (4) units to provide protection to all four (4) units in the building.
36. All draperies, curtains, shades, or other window coverings installed in a townhouse unit, and which are visible from the exterior of a townhouse unit shall be of neutral color (i.e., white or beige) backing unless otherwise approved by the Association.
37. NO transmitting or receiving aerial, antenna or satellite dish, television, radio, or other electronic towers, or security cameras shall be erected, constructed, attached, mounted, or hung from the common elements or Association property. The aerial, antenna, or satellite dish must be free standing.
38. Fence (address) numbers are provided by the Association; no other numbers or address signs are permitted on common elements. One (1) doorbell device is allowed to be attached on the gate post.
39. NO "For Sale" signs are permitted on the exterior of the property, i.e. window, fence, or other part of a townhouse unit or Association property. Lock boxes are permitted on the front door handle or the gate latch.
40. NO garage sales are permitted within the Village of Sandalwood Lakes.
41. One (1) "beware of dog" sign that is not bigger than 14" x 10" inches in size is permitted to be placed directly underneath the unit number sign on the fence.

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Initials

42. A security sign is permitted to be placed on a stake in the ground closest to the gate.
43. Security cameras and smart home device that combines a doorbell with a camera are permitted; however, permanent installations must get prior Architectural Committee approval before being installed. The wires, casings or panels must be painted the same color as the wall they are attached to.
44. No flags are permitted to be displayed except per Florida Statutes Chapter 720.304(2)(a). The flag must be displayed properly by using a removable flagpole or stand and mounted on the fence directly adjacent to the townhouse unit number.
45. No decorations such as wall art/frames, TVs, artificial plants, etc. shall be mounted, attached, or hung from the common elements or Association property. If such items are attached and upon removal, the common element or Association property suffers any damages, the affected common element or Association property shall be fully repaired and/or repainted at the expense of the owner.
46. Yard lights are only permitted to be strung from the interior of the fence (below view from the outside) using plastic clips or similar nondestructive devices. Yard lights are permitted to be attached to a gazebo or a pergola. Solar path lights are only permitted next to the unit's gate or in the interior of the courtyard. Solar path lights are not permitted in the grass area or by the unit's hedges.
47. A seasonal wreath is permitted to be placed on the gate only by using a wreath hanger device.
48. Christmas/winter holiday decorations must be taken down by January 15<sup>th</sup> of every year. All other holiday decorations (i.e., Easter, 4<sup>th</sup> of July, Halloween, etc.) should be removed within seven (7) days after the holiday.
  - a. Holiday lights, decorations, garlands, etc. are permitted to be attached to the unit's common elements using plastic banister or similar nondestructive devices.
49. Hard top or soft top gazebos or pergolas that can be properly secured to the courtyard slab are permitted only with prior approval from the Architectural Committee and a Waiver of Liability form signed by the unit occupant. Patio umbrellas are permitted and must be secured to a base.
  - a. The fabric of a patio umbrella, soft top gazebo, or pergola must be in good clean condition and show no signs of wear and tear.
  - b. In the event the soft top gazebo or pergola cover is removed prior to a storm, it should be reinstalled within 72 hours after the storm.
50. Pop up tents, pop up gazebos, sunshade sails, shade awnings, or similar are not permitted.
51. The sliding glass doors cannot be cracked or broken, and they cannot be replaced with anything other than glass. All frames must be bronze in color and maintained to prevent discoloration or fading. Replacement of the sliding doors requires prior approval from the Architectural Committee.
52. All sliding glass doors must be equipped with a fully functional screen door, and they must be in good working order. Screens must be free of tears, cuts, or otherwise damage. Screen door frames must be properly seated in their tracks, bronze in color, and maintained to prevent discoloration or fading. Unit owners are responsible for all maintenance, repairs, and repainting using the approved color at the owner's expense.

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Initials

- 53. The front entrance door must be painted a color specified by the Association; paint is supplied by the Association at the occupant's request. The front door cannot have glass inserts. If the door has a screen, the screen door's frame must be bronze in color to match the sliding glass doors and railings. The door and frame are the owner's responsibility for maintenance and repairs.
- 54. Black coachman lights are the approved light fixture for the exterior wall (located on either side of the living room sliding glass door) and one black coachman style solar light with sensor may be affixed to the fence. The Association will provide specifications for the style for the fixture upon request.
- 55. Planting by unit owners is permitted only in the interior section of the unit's courtyard. Plants that climb or attach to the walls, roof or fence are not permitted to be planted. No planting or planters are permitted in common areas. Plants that escape the courtyard area must be maintained by the unit occupant.
- 56. No more than one planter no bigger than 3 gallons in size is permitted for each balcony.
- 57. Vegetation inside the courtyard area cannot grow, lean, climb or attach to the fence or walls. All vegetation must be trimmed and properly maintained by the unit occupant. Below is a list of vegetation/trees/plants that are not permitted within the courtyard. \*Palms under 12' tall are permitted in pots only.

**TREES/PLANTS/VEGETATION NOT PERMITTED**

FICUS OF ANY KIND	AUSTRALIAN PINES	BIRD OF PARADISE
RUBBER TREES	NORFOLK PINES	PHILODENDRON
BANYAN TREES	OAK	SCHEFFLERA
FRUIT TREES	BAMBOO	ARBORICOLA
BANANA TREES	BOUGAINVILLEA	SNAKE PLANTS
PALMS OVER 12'	FLORIDA HOLLY	ELEPHANT EAR
ANY INVASIVE PLANTS/TREES	FERNS	ANY TYPE OF VINES

**VEHICLES AND PARKING**

- 58. The Association has the option and right to have any unregistered or unauthorized vehicle towed away or booted at the vehicle owner's expense by an authorized third-party vendor.
- 59. All vehicles must fit within the bounds of the parking space without encroaching on adjacent common areas or vehicle and pedestrian right of ways.
- 60. NO vehicle is permitted to be parked or driven on the grass or areas that are not paved and utilized for the purpose of motor vehicle traffic. An exemption is granted for the Association's maintenance vehicles.
- 61. NO vehicle is permitted to be parked on the street. Parking lot areas, sidewalks, walkways shall not be obstructed or used for any other purpose other than for ingress to and egress from the townhouse units and other areas in Village of Sandalwood Lakes. An exemption is granted for vehicles performing services for the Association.

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Initials

62. If a parking stop is damaged or the space has any visible vehicle fluid stains or other damages caused by the owner or tenant or their guest's vehicle, it is the responsibility of the unit owner assigned parking space to clean or repair the parking space or the Association has the right to perform the clean up or repairs needed and charge the unit owner for the expenses or costs incurred.
63. Any vehicle which is not registered and current with the Department of Motor Vehicles or that is an eyesore shall be prohibited in Village of Sandalwood Lakes. Initial criteria include the following: damaged or wrecked, flat tire(s), significant amount of body rust, expired license plates, and broken windows.
64. NO occupant shall do any work on a vehicle, except for ordinary maintenance such as changing of a tire or battery.
65. All residents are strictly prohibited from charging any electric or hybrid vehicle by running cables, extension cords, or any electrical connections from an individual unit, courtyard outlet, or any other private electrical source.
66. Any vehicle parked on the property, whether commercial or private, cannot display offensive or racist language, political paraphernalia or other insignia or decorations that are offensive.
67. Agricultural vehicles, golf carts, all-terrain vehicles, dune buggies, swamp buggies or other kind of off-road vehicles, boxed truck, trailer or other device transportable by vehicular towing, boat, van, camper, motorhome, recreational vehicle, mobile home or mobile house, bus, semis or tractor trailers, or limousines shall not be permitted within the confines of Village of Sandalwood Lakes.
68. First responder vehicles, as defined in Section 112.1815(1) of the Florida Statutes, who is a parcel owner, or who is a tenant, guest, or invitee of a parcel owner, are permitted to park the vehicle in an area where the parcel owner, or tenant, guest, or invitee of a parcel owner, otherwise has a right to park, including on public roads or rights -of-way.
69. A work vehicle used as a personal vehicle that has an insignia or visible designation is permitted, except if it is a "commercial motor vehicle" defined in Section 320.01(25), Florida Statutes, as follows: "Commercial motor vehicle" means any vehicle not owned or operated by the government with three or more axles or weighing more than 26,001 lbs. and is using special motor fuel on the public highway. Vehicles weighing more than 7,500 lbs. gross vehicle weight or designed and used to transport more than 8 passengers including the driver are defined by the Motor Vehicle Registration as a commercial vehicle.
70. Any vehicle having work equipment (i.e., ladders, toolboxes, etc.) on the outside of the vehicle must have all the equipment properly and neatly secured to the vehicle.
71. All vehicles shall at all times be equipped with an exhaust system in good working order and in constant operation, including muffler, manifold pipe, and tail piping to prevent excessive or unusual noise. NO person shall use a muffler cutout, bypass or similar device upon a vehicle.
  - a. In no event shall an exhaust system allow noise at a level which exceeds a maximum decibel level to be established by regulation of the Department of Environmental Protection Agency as provided in Section 403.061(11), Florida Statutes, in cooperation with the Department of Highway Safety and Motor Vehicles.

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Initials

72. Mopeds or motorcycles are only permitted if they are not noisy. Mopeds and motorcycles are permitted in their unit's assigned spaces and additionally they may be parked and stored inside the courtyard but may not be left in the common areas. Mopeds and motorcycles can only be moved to the courtyard via the shortest sidewalk path to the unit and are not permitted to be parked or driven on the grass. Mopeds and motorcycles shall follow the same registration process with the Association as any other vehicle does on parking and decal display.
73. All units are designed for occupancy by a single family only. Each unit has two (2) assigned parking spaces for their unit. **All vehicles parked in the assigned parking spaces must have decals issued by the Association clearly visible in the front windshield**, with the exception made in Rule #68. The Association shall be provided with a copy of the registration for every vehicle registered for the assigned parking spaces.
- a. Assigned parking spaces will not be actively patrolled by the Association or its contracted service providers except for such times when the Association is enforcing parking lot sweeps due to noncompliance. Occupants will be required to report a violator in their two assigned spaces by contacting the Association. After hours phone number can be found on the HOA website under "Emergency Contact".
  - b. An occupant who has an available assigned parking space, and who makes use of it for a guest's vehicle, will be required to register the vehicle as a guest.
  - c. Once a vehicle has been on property for more than 28 days within a six (6) month period, the vehicle must be registered as a resident vehicle and must display the decal issued by the Association in the front windshield.
  - d. Vehicles that are permitted to be parked in assigned parking spaces may park forwards or backwards.
74. All changes in vehicles for every unit must be submitted to the Association's office within 3 business days.
75. Guest spaces are for daily short-term guests and are strictly reserved for guest vehicles only. Guest spaces are monitored daily from 1:00 a.m. to 7:00 a.m. All registered guests will be permitted on VOSL property for 28 days within a 6-month period. The 28-day period has two set time frames: from January to June and from July to December. Unregistered guests are subject to booting and/or towing.
- a. **All vehicles parked in a guest space must be registered on the parking enforcement company's website, Anchor Booting, under the "Parking Permit Registration" tab. It is the vehicle owner's and/or resident's responsibility to make sure that all the information for the guest vehicle as well as the resident information is entered in Anchor Booting's website without any errors. There is no warning given prior to booting a vehicle in a guest space, therefore, registration with Anchor Booting and correct information entered in the system is a must to prevent a vehicle from being booted.**
  - b. **All vehicles parked in a guest space must park forward ONLY into the space to allow the license plate to be visible for parking enforcement. Vehicles in guest spaces will be booted if they are parked in reverse even if they are properly registered as a guest vehicle.**
76. Emergency passes are permitted for medical professionals or caregivers of an occupant that requires in-home medical care. These passes allow the vehicle to park in either the occupant's assigned spaces or a guest space without further need to register the vehicle. The pass must be displayed in the front windshield. Such passes must be requested from the Association and will be subject to terms and conditions.

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Initials

## DOMESTIC PETS AND WILDLIFE

77. Each townhouse unit is allowed to have a maximum of two (2) pets being limited to dog(s) of gentle disposition, cat(s), birds, and fish without prior approval. **Refer to Declaration of Covenants and Restrictions, Article IV 5-8.**
- a. Pets that are not registered to the unit but rather visiting or on a temporary stay shall not exceed 30 days within a calendar year without prior approval from the Board. The owner of any pet must submit to the Association the pet's information, a recent photo, and current rabies vaccination certificate.
  - b. No exotic pet or animal of any kind which has venom or poisonous defense or capture mechanisms shall be allowed on any portion of Village of Sandalwood Lakes HOA.
  - c. Pets may not be kept, bred, or maintained for any commercial purpose.
78. It is strictly prohibited to feed or use feeders for wildlife such as: birds, ducks, alligators, squirrels, etc.
79. No dog or any other pet or animal may become obnoxious or a nuisance to other townhouse unit occupant by barking or otherwise.
80. Upon being informed of any violation of these provisions, the townhouse unit occupant shall remedy the violation or upon written notice from the Association, they will be required to permanently remove the pet or animal from the community including Service/ESA animals.
81. Each townhouse unit owner shall indemnify the Association and hold it harmless against loss or liability resulting from their family member's guests or lessee's ownership of or keeping of a pet or animal in Village of Sandalwood Lakes. Any damages caused by the pet or animal is the responsibility of the owner and will be charged to the owner's account.
82. **The following breeds are strictly prohibited: Pit Bulls; Rottweilers; German Shepards; Huskies; Alaskan Malamutes; Doberman Pinschers; Chow Chows; Great Danes; St. Bernards; Akitas; and any mixes of a dangerous breed. Refer to Declaration of Covenants and Restrictions, Article IV.6.**
83. Pursuant to all applicable Federal and State laws, a unit owner or resident may make a request to the Association for a reasonable accommodation to the aforementioned animal restrictions, in order to maintain an emotional support/service animal in a unit, provided the requesting owner or resident submits documentation from a qualified health professional that demonstrates sufficient connection between how the disability of the owner/resident impairs a major life activity, the specific manner in which the animal will allow the owner/resident an equal opportunity to use and enjoy their unit and assist in treating the disability. **Refer to Declaration of Covenants and Restrictions, Article IV.7.**

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Initials

The following rules 84-86 are also governed in whole or in part by the City of West Palm Beach and Palm Beach County and as such, any violation under the purview of said codes may be subject to fines or assessments from the relevant authority. These fines range from less than \$250 to \$15,000 from the City per Code of Ordinances Chapter 26-35 and up to \$500 from the County per Code of Ordinances Chapter 4-32(e).

- 84. All pet owners must provide the Association with their pet's information, a recent photo, and a current rabies vaccination certificate. If proof of vaccination is not immediately available, it must be submitted as soon as the pet becomes eligible for vaccination. Rabies vaccinations must remain current at all times and updated documentation must be submitted to the office upon each renewal. Additionally, owners are required to notify the Association whenever a pet is no longer in the household or when a new pet is acquired. All required information for any new pet must be submitted immediately upon acquiring the pet or prior to moving into a unit within Village of Sandalwood Lakes.
- 85. No pets are permitted to run loose. Pets must always be under the restraint or control of a person by means of a chain, leash or enclosed carrier and may not be left alone or unattended in the courtyard, on the balconies or the Association property
- 86. Each pet owner or pet walking service representative is required to exercise proper pet etiquette and clean up after their dog(s) in Village of Sandalwood Lakes immediately and properly dispose of their waste.

#### **GARBAGE, BULK TRASH & RECYCLING**

- 87. Littering shall not be permitted on the Association property.
- 88. All garbage and refuse from the townhouse units shall be placed in plastic bags, securely tied, and placed **INSIDE THE DUMPSTER**. The dumpsters are picked up and emptied on **WEDNESDAYS AND SATURDAYS** of each week.
- 89. The Solid Waste Authority of Palm Beach County (SWA) does not collect bulk trash. Any items that are not bagged household garbage or refuse are strictly prohibited from being disposed of within Village of Sandalwood Lakes including inside or around the dumpster.
  - a. Bulk trash means furniture and other large household items including, but not limited to, sofas, chairs, mattresses, and box springs, BBQ grills, gym equipment or bicycles, patio furniture or patio items, and those items defined as white goods by the City of West Palm Beach.
  - b. Home improvement waste, construction materials, wood, carpet, floor padding, tiles, drywall, etc. are to be disposed of at an off-site location by the occupant or contractor and shall not be placed in or around the garbage dumpsters.
- 90. Recycling containers are to be strictly used for recycling purposes. Items placed inside of them should be the items indicated on each container. The items in the plastic or glass containers should not be placed in bags but rather the recycled items should be freely placed in the containers. Cardboard boxes are to be broken down before placed inside the recycling containers. If the cardboard boxes are larger than the containers, the boxes are to be broken down and then placed in an upright position next to the recycling containers.

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Initials

## PURCHASE OF TOWNHOUSE UNITS, OCCUPANCY & LEASE

**All leasing restrictions apply to owners as per Florida Statutes 720.306(1)(h) or to those who consented to the 2025 amendment. Declaration of Covenants and Restrictions, Article XVIII.**

91. All violations must be resolved by the unit owner before the Association approves any sale or lease of the unit.
92. The unit owner must reside in the unit for at least two (2) years prior to leasing the unit. No unit owner may rent or lease a unit during the first two (2) years of ownership.
93. The Association is vested with the authority to prescribe an application form for approval of a proposed sale, lease, lease renewal, or other transfer of occupancy of a unit. Each applicant including married couples, cohabitating couples or domestic partners will be considered as **one** for fee purposes. An application for approval shall not be deemed complete, and the time frame for approval shall not begin until the required application fee(s) and all necessary additional documentation is received.
94. Prior to selling or leasing a unit, the owner must notify the Association's office of their intent to sell or lease the unit. Except for lease renewals, no tenant or occupant shall move into the townhouse unit prior to receiving a Certificate of Approval which will be issued by the Association within thirty (30) days of the application date.
95. All occupants must attend an in-person Orientation prior to occupying a unit. Attendance by video conference is prohibited unless prior approval is granted by the Board.
96. A copy of the Lease Agreement or Purchase Agreement must be provided to the Association along with the application. Any and all lease agreements between an owner and a lessee of such owner's unit shall be in writing, shall provide for a term of not less or no longer than (12) months. The lease agreement shall also state who will be responsible for the HOA's assessments.
97. Only the entire unit is permitted to be rented, and no transient accommodation is permitted. Furthermore, the use of AirBnb and other similar types of transient rental services, or any licensing for such, are strictly prohibited.
98. Units occupied by a unit owner allow for a roommate, however, a lease naming both parties must be executed and submitted to the Association office and the roommate will be subject to the leasing process and approval.
99. A unit owner or lessee must notify the Association if any occupant is residing in the unit for more than twenty-eight (28) days within a six (6) month period.
100. If a unit owner is delinquent in paying any assessment, or a townhouse unit owner or their buyer, family, guests, agents, licensees or invitees are not in compliance with any provisions of the Declaration of Covenants and Restrictions for Village of Sandalwood Lakes, the Association has the right to disapprove of any sale; and in the case of a lease, the right to disapprove of and to void any lease at any time prior to or during the leasehold tenancy until any delinquent assessment is paid and/or until any violation of any provision of the Declaration of Covenants and Restrictions is corrected.

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Initials

101. The Association shall have the right to require all owners to deposit in a noninterest bearing escrow account with the Association an amount that the Board determines from time to time that is not more than one (1) month's rent.
102. The Association possesses all rights and remedies of the unit owner under Chapter 83 of the Florida Statutes for the purposes of enforcing against violations of the Association Documents and Rules and Regulations, as amended from time to time. If a tenant and/or a permanent occupant who resides in a unit becomes a nuisance or demonstrates aggressive or threatening behavior to an employee, vendor, or resident, the Association has the right to evict without further due cause.
103. The Board of Directors may obtain a criminal background check and credit check on prospective owners, tenants, and occupants and has the power to promulgate new Rules and Regulations regarding screening standards from time to time.
104. No person shall own, in whole or in part, more than two (2) units. The term "person" shall mean and refer to ownership individually or by an entity in which the person has any interest. Ownership by married couples or other partnered couples, if only one of the partners is listed on the deed to a unit, the spouse or partner may not purchase another unit. No ownership by corporations, LLCs, businesses, partnerships and trusts, except limited trusts, shall be permitted. In addition, no person or entity may purchase a unit by using a "straw" purchaser.
105. The Association may charge a Capital Contribution of up to three (3) times the monthly assessment when ownership changes and the Board may change the amount from time to time.
106. If any unit owner has acquired their title by Quit Claim Deed, devise, inheritance or gift, the continuance of their ownership of the unit shall be subject to the approval of the Association. If any unit owner has acquired their title by any manner not considered in the foregoing subsections, the continuance of their ownership of the unit shall be subject to the approval of the Association.

**I/we acknowledge that I/we have read and understand these Rules and Regulations.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

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Date