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Sharon R. Bock, CLERK & COMPTROLLER  
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This instrument prepared by and upon recordation return to:  
Renee Renuart, Esq.  
Wasserstein, P.A.  
301 Yamato Road, Suite 2199  
Boca Raton, Florida 33431

**CERTIFICATE OF RECORDING RULES AND REGULATIONS  
OF SPENCER LAKES PROPERTY OWNERS ASSOCIATION, INC.**

THESE RULES AND REGULATIONS OF SPENCER LAKES PROPERTY OWNERS ASSOCIATION, INC. ("Rules and Regulations") are made by Spencer Lakes Property Owners Association, Inc. a Florida not-for-profit corporation (the "Association").

**RECITALS**

A. The original Declaration of Covenants and Restrictions (the "Declaration") for Spencer Lakes Property Owners Association, Inc., including all exhibits thereto, was recorded at Official Records Book 2772, Page 918, et seq., of the Public Records of Palm Beach County, Florida.

B. Article VI of the Bylaws of the Association, as well as other applicable sections of the Declaration, as originally recorded, provide the authority by which the Rules and Regulations of the Association may be issued, modified, altered, amended or terminated by the Board of Directors.

C. The language contained herein to Rules and Regulations was properly adopted at a meeting of the Board of Directors called and held on July 6, 2020, by an affirmative vote of the majority of the Board of Directors.

D. The Association now desires to enact the Rules and Regulations as set forth herein.

NOW THEREFORE, the Association hereby declares that every portion of Spencer Lakes Property Owners Association is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, rules, restrictions and guidelines hereinafter set forth.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of these Amendments.

2. Conflicts. In the event that there is a conflict between these Rules and Regulations and the Declaration, the Declaration shall control. The Rules and Regulations shall remain in full force and effect and the full text of such document is being recorded herewith to confirm and effectuate such intention. In the event that any Rules and Regulations have been effectuated, passed and/or recorded prior to these Rules and Regulations, these Rules and Regulations shall be deemed to follow such prior Rules and Regulations in time and title. In the event of a conflict between these Rules and Regulations any such prior Rules and Regulations, these Rules and Regulations shall control.

3. Definitions. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration or as otherwise set forth in the Rules and Regulations.

4. Covenant. These Rules and Regulations shall be a covenant running with the land.

5. The Rules and Regulations:

SEE EXHIBIT "A"

IN WITNESS WHEREOF, the Association has caused these Rules and Regulations for Spencer Lakes Property Owners Association, Inc. to be executed and the undersigned has hereunto set their hand and seal this 17 day of July, 2020.

WITNESSES:

SPENCER LAKES PROPERTY OWNERS ASSOCIATION, INC.

*Sheila Chong*  
Print Name: Sheila Chong

By: *[Signature]*  
Name: Christopher Finkley  
Title: President

*Susana [Signature]*  
Print Name: Susana [Signature]

*Lisa Hill*  
Print Name: Lisa Hill

By: *[Signature]*  
Name: Una Mitchell  
Title: Secretary

*Shelby Baldwin*  
Print Name: Shelby Baldwin

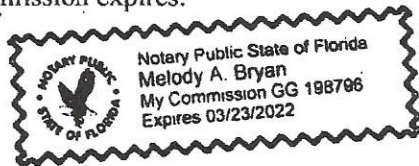
STATE OF FLORIDA

SS.:

COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 17 day of July, 2020 by Christopher Finkley, as President and Una Mitchell, as Secretary of SPENCER LAKES PROPERTY OWNERS ASSOCIATION, INC., on behalf of the corporation, both of whom are personally known to me or have produced \_\_\_\_\_ as identification.

My commission expires:  
(SEAL)



*Melody A. Bryan*  
NOTARY PUBLIC, State of Florida at Large  
Print Name: Melody A. Bryan

*This is not a certified copy*

**EXHIBIT "A"**

**Spencer Lakes Property Owners Association, Inc.**  
**Rules and Regulations**

The Board of Directors publishes the rules and regulations set forth below for information and guidance of all Lot Owners and residents.

Your cooperation in observing the rules listed below will ensure that our community continues to be a pleasant and attractive place in which to live. Lot Owners that rent or lease their homes are responsible for the conduct of their tenants. Any infraction of the rules shall be directed to the owner of the property. ALL LOT OWNERS MUST INSTRUCT THEIR GUESTS AND TENANTS TO OBEY ALL RULES AND REGULATIONS OF THE SPENCER LAKES PROPERTY OWNERS ASSOCIATION, INC.

**Section 1. General**

1.1 All Owners and every guest of an Owner (including any Tenants) shall comply with all of the terms, conditions, covenants, restrictions and limitations contained in the Declaration, the Articles, the By-Laws and any Rules and Regulations.

1.2 For the purpose of these Rules and Regulations, the term "resident" is defined as the person or family that occupies a residential unit.

1.3 For the purpose of these Rules and Regulations, the term "tenant" is defined as the person or family that occupies a residential unit and has a lease on file with Spencer Lakes Property Owners Association.

**Section 2. Residential Use**

Owners and Tenants must use Lots only for residential purposes. No Owner, tenant or resident shall conduct any trade, business, profession, or other commercial activity, except homes on Lots may contain a home office if the office is not used for visits by clients or customers and has no adverse effect upon other Spencer Lakes residents.

**Section 3. Leasing**

3.1 All Owners that lease their homes must first obtain the required rental permit and business tax receipt from the City of West Palm Beach and submit a copy of such permit and business tax receipt to the Board of Directors. The applicable West Palm Beach City Ordinance is Development Services Sec. 18-162 and states as follows: It shall be unlawful for any person, agency, firm, corporation, association, or other group or organization whether organized for profit or nonprofit, unless specifically provided by the provisions of this article, to operate or cause to be rented either as owner, lessee, agent or manager within the city, any rental dwelling unit used for human habitation without having first obtained a business tax receipt, and rental license or temporary certificate in compliance with the provisions of this article.

3.2 Additionally, Owners are required to submit the required Residency Application Form, which form shall be drafted and amended from time to time by the Spencer Lakes' Board of Directors, to Spencer Lakes and obtain prior written approval for their potential tenants from the Board of Directors. Tenants must be screened and approved by the Association prior to taking occupancy.

3.3 All leases or occupancy agreements (which term shall be deemed to include renewals thereof) shall be in writing and must be approved by the Board of Directors in writing prior to the commencement thereof. An Owner seeking approval of a lease of their Lot and of a prospective tenant shall timely provide to Spencer Lakes the following:

- a. Lot Owners must submit a Residency Application for any person who may occupy the Dwelling for more than 30 days or for any consideration or compensation of any kind.
- b. Lot Owners must be current on all monetary obligations to Spencer Lakes prior to the approval period beginning. Spencer Lakes, in the Board of Director's sole discretion, may enter into a payment/settlement agreement with the Lot Owner or prospective occupants to permit leasing or occupancy prior to satisfying monetary obligations.
- c. No lease shall be for a term of less than twelve (12) months. No Lot may be leased more than one (1) time in any twelve (12) month period (as measured from the commencement date of the most recent lease of the Lot), except in instances of leases that are prematurely terminated due to abandonment by the tenant or eviction of the tenant which leases shall not be counted towards this maximum. This exception and opportunity to re-lease a Lot shall only apply to leases that are prematurely terminated due to abandonment or eviction and may not be exercised with regard to a Lot more than one (1) time in any twelve (12) month period.
- d. Residents may not sub-lease any Lot. Owners must lease the entire Lot and may not rent out individual rooms. Neither Owners or Residents may rent out rooms through, or participate in, any short-term vacation rental services or like arrangements.
- e. Prior to the commencement of any Lease, the Owner must provide a security deposit to Spencer Lakes in the amount of \$500.00, which shall not bear interest to the Lot Owner. The deposit may be used by Spencer Lakes for expenses incurred in connection with a tenant's breach of the governing documents or to repair damage to the Common Properties for which the Lot Owner or occupants are liable. Spencer Lakes will return any deposit balance to the Lot Owner within 30 days after written certification by Lot Owner that all non-Owner residents have permanently vacated the Lot. In the event any such expenses incurred by Spencer Lakes exceeds the amount of the security deposit, those expenses shall be due and owing to Spencer Lakes by both the tenant and applicable Owner who shall each be jointly and severally liable to Spencer Lakes for the total amount which shall also be treated and collectable the same as an Individual Assessment.

f. Lease extensions or renewals are considered new leases and (a) must be approved in advance as provided herein, and extended or new residency periods must be for at least 12 months. Post-lease month-to-month tenancy is not permitted.

g. As part of conducting the approval process, the Board of Directors shall be authorized to obtain a background and/or financial check on each prospective tenant. Spencer Lakes will not approve any applicant who fails to meet the following criteria:

(i) Verifiable average monthly income equal to the greater of the monthly lease rental amount or market rent as determined by the Board.

(ii) Credit score of at least 620.

(iii) Prospective tenant has a felony or misdemeanor conviction that indicates a demonstrable risk to resident safety or property.

(iv) Owner is delinquent on any monetary obligation owed to the Association.

(v) Owner has an existing violation of the governing documents.

(vi) The Board of Directors shall have the authority to add further criteria among the Rules and Regulation.

#### **Section 4. Architectural Review and Approval.**

4.1 No Owner may erect, plant, place, install, hang, replace, paint, stain or remove any Improvements including, but not limited to, the items listed below on any Lot without prior approval of the Spencer Lakes ARB Committee.

a. Buildings, roofs, houses, walls or fences

- i) Exterior paint
- ii) Gutters and leaders
- iii) Exterior doors
- iv) Windows
- v) Awnings
- vi) Hurricane & other shutters
- vii) Sheds
- viii) Outdoor play equipment

b. Ornaments

c. Sculpture

d. Mailbox

e. Sewer

f. Drain

g. Driveway

h. Sidewalk

i. Landscape or planting

j. Sports courts, poles, goals, or structures (incl. basketball hoops)

k. Outdoor play equipment

l. Swimming pool

m. Screen enclosure

n. Outside lighting

o. Antennae or satellite dishes

p. Aerials and weathervanes

q. Signs (incl. political signs)

r. Poles (incl. flag poles)

s. Electronic devices (incl. generators, batteries, exterior electric vehicle charging outlets)

t. Energy devices (including clotheslines and solar panels, roofs & other collectors)

in driveway)

4.2 Owners and Tenants may (i) display ornaments and lights commemorating a holiday for a reasonable time before, during and after the holiday, and (ii) install security cameras and lights without the prior approval of the Spencer Lakes ARB Committee.

4.3 In the event that the work in which an Owner has requested the approval of the Spencer Lakes ARB Committee requires approval by the City of West Palm Beach, the Owner must provide a copy of the permit to Spencer Lakes prior to the commencement of any work.

4.4 The ARB Committee may approve signs, advertisements, notices, or other letterings not exceeding one square foot indicating the lot's address and Owner's name(s) or the one provided by security service contractors.

4.5 No Person may install or operate any radio, television, or other noise or signal transmitting device which interferes with another Lot's noise or signal reception or peaceful, nuisance-free residential use.

4.6 Owners and tenants must store personal property, including any watercraft within the Lot's home or appropriate ARB-approved enclosure, except for outdoor furniture or play equipment in good condition.

4.7 No Person may modify or convert a garage to a bedroom, office or other interior room.

4.8 Owners and Tenants may use an ARB-approved clothesline for airing or drying laundry only if the clothesline is completely screened from view from other Lots or common areas, including roadways.

## **Section 5. Maintenance and Landscaping**

5.1 An Owner shall maintain their Lot in a neat, sanitary and attractive condition, and are responsible to repair, replace and restore the Lot and adjacent areas, which includes, but not limited to, the following:

- a. Preventing weeds, underbrush, refuse or unsightly objects on the Lot;
- b. Keeping all Improvements including the home, landscaping, sprinkler systems in good, safe, clean, attractive condition;
- c. Regularly and properly treating, fertilizing, trimming, weeding, cleaning, mulching, irrigating and replacing (as necessary) lawns, trees, hedges and beds;
- d. Mulching with (1) pine straw, chopped pine bark, or other wood mulch or (b) rock, stone or pebbles in beds enclosed with approved border material;
- e. Inspecting for mold and cleaning it as soon as it is visible;

f. Cleaning (under pressure or with proper cleaning products) and painting (as appropriate) the roof, walls, fences, windows, doors, garage doors, mailboxes, driveways, sidewalks, footpaths, screen enclosures, wall-hangings, street numbering and all other exterior surfaces; and,

g. Inspecting for wood-rot and repairing or replacing door frames, fascia, fences and other wood surfaces.

5.2 When an Owner is not occupying the Lot as the Owner's primary Dwelling Unit, the Owner must contract with a fully, qualified, adequately insured, and fully licensed landscape service contractor to perform all of Owner's obligations, examples of which are provided in Paragraph 5.2 above, including:

a. Regularly and properly treating, fertilizing, trimming, weeding, cleaning, mulching, irrigating and replacing (as necessary) the Lot's lawn, trees, hedges and beds;

b. Cleaning exterior surfaces including the roof, walls, fences, windows, doors, garage doors, mailboxes, driveways, sidewalks, footpaths, wall-hangings, street numbering and screen enclosures; and

c. Repairing and replacing landscape and exterior surfaces on the Lot and adjacent areas.

5.3 An Owner may not delegate or contract, under a lease or otherwise, the above referenced duties to tenants, other Lot occupants, or an owner of another Lot. An Owner must provide evidence of a landscape service contract before any lease, or renewal thereof, will be approved by the Board of Directors.

5.4 Landscape and lawn maintenance contractors must remove all cuttings, leaves, limbs, stumps, debris and other vegetation or landscape by-product of their work from Spencer Lakes by the end of each day such work is performed.

5.5. Garbage, recyclables and bulk.

a. Owners and tenants shall place all garbage in plastic bags and then place such bags and recyclables inside containers. Except during the "Collection Period," Owners and tenants shall keep all garbage, bags, recyclables, bulk items and containers out of view from the street and other Lots, except immediately neighboring Lots and Common Properties.

b. Collection Days are as follows: (i) Regular garbage is on Monday and Thursday and (ii) recyclables and bulk (e.g., appliances, furniture, palm fronds) are on Thursday.

c. The Collection Period is from 6 PM the day before a collection day (Monday or Thursday) until 11 PM on the collection day. Garbage, recyclables, and bulk must not be placed near the street, in the front yard, or, for corner Lots, the side yard before the Collection Period and must be removed by the end of the Collection Period.



5.6 Owners are responsible for the Lot's mailbox and may repair or replace a mailbox with an identical model without prior ARB approval. In the event an Owner chooses to replace an existing mailbox with a different model, an Owner must obtain the written approval of the ARB prior to replacement of the mailbox.

5.7 Owners or tenants must remove storm shutters, fabric, boarding and other non-permanently installed storm protection within 72 hours after tropical-storm-force winds cease following a storm event in West Palm Beach. Hurricane shutters may not be closed or installed for any other reason outside of hurricane season starting June 1 and ending November 30.

5.8 Owners and tenants absent from a Lot for over (7) seven days must (a) prepare for hurricane or other windstorms by removing all furniture, potted plants, and other moveable objects from porches, terraces, patios, or elsewhere on the Lot; and (b) designate and identify to Spencer Lakes a qualified person/caretaker, subject to approval by the Board of Directors, to care for the Lot should it suffer windstorm damage.

#### **Section 6. Nuisances**

6.1 No Owner, tenant, or other person may cause or permit any obnoxious, unpleasant, unsightly, or offensive activity or disturbing noises which disturbs or interferes with other with the peaceful possession and proper use of Spencer Lakes' Owners and residents. In the event of any question as to what may be or may become an annoyance, such question shall be submitted to the Board of Directors for a decision in writing.

6.2 While the Board may determine, at its sole discretion, other behavior to be a nuisance, noises after 10 PM including unreasonable playing or operating of musical instruments, stereo, televisions, radios or sound amplifiers; setting off fireworks, or permitting frequent or constant dog barking are per se nuisances.

#### **Section 7. Animals**

7.1 Owners and Tenants may only keep household pets, such as dogs and cats, and must comply with the following:

- a. Register all animals with Spencer Lakes on a Spencer Lakes Animal Registration Form;
- b. Not allow any animals to roam free outside the Lot's home or disturb other Owners', Tenants', or Persons' peace, comfort or safety;
- c. Keep all animals carried, on a non-retractable leash (6' feet maximum), or in an enclosed rear yard.;
- d. Keep all animals under the control of a responsible person when outside the Dwelling Unit;

- e. Not allow any animal to be a nuisance to other Owners or residents;
- f. Promptly remove and properly dispose of all animal waste; and,
- g. Not breed, foster, or sell animals as a business within Spencer Lakes.

**Section 8. Watercraft, Vehicles, Other Movable Objects and Parking**

8.1. Owners, tenants and other residents must keep any commercial or recreational vehicles totally enclosed in a garage and not visible from the outside, except Owners and Tenants may keep or allow:

- a. commercial vehicles parked temporarily from 7 am to 7 pm as necessary for services to the Lot;
- b. vehicles permitted as a reasonable accommodation/modification under fair housing law;
- c. commercial vans and pickup trucks that do not contain (or that is completely concealed) any lettering or advertisements; and
- d. no boat shall be placed, parked or stored upon any Lot except where kept in a side yard or back yard and isolated from public view.

8.2. Owners, tenants and other residents shall not park, place or allow any vehicle or object:

- a. on the Lot, driveway, or sidewalk which interfere with pedestrian travel on the sidewalk,
- b. On landscaped portions of Lots or Common Property areas,
- c. on the street, or,
- d. in any place which, alone or combined with other vehicles or objects, would obstruct emergency vehicles.

8.3. Owners, tenants and residents shall not construct, reconstruct, or repair any vehicle or other objects unless totally enclosed in a garage and not visible from the outside.

8.4. Owners, tenants and residents shall not keep, operate, or allow any vehicles, including motorcycles or mopeds, without installed and employed effective sound muffling devices.

8.5. Owners, tenants and residents shall not interfere with towing any vehicle in violation of the Declaration or these Rules.

8.6. Owners, tenants and residents shall not leave any sporting or other equipment on Common Areas unattended.