

VIOLATIONS/GRIEVANCES RULES AND REGULATIONS

For
The La Vida Community

Boca Raton, FL
Adopted September, 2019

By The Board of Directors

For
La Vida Homeowners Association



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REVISION HISTORY

Date Approval/Changes by BOD	Subject
09/16/ 2019	Approval of Original Document by BOD

I. PURPOSE AND POLICY

It is important that we, as a community, focus on maintaining our individual properties and the appearance of the community as a whole. Adherence to the property standards of the community helps to maintain overall community property values. Homeowners are responsible for maintaining their homes in a clean and properly maintained manner.

These Rules and Regulations have been adopted with the intent of providing the residents of the La Vida Community with a practical plan for day-to-day living. A successful Association is a community of homeowners who exhibit a pride of homeownership and share a common vision as to what constitutes a desirable neighborhood.

Every property homeowner in La Vida Homeowners Association is legally bound to be in compliance with the *Declaration of Protective Covenants, Restriction and Easements for La Vida Homeowners Association* ('Declaration of Covenants').

The Association and its Board of Directors are obligated to maintain the La Vida Community as a Planned Residential Community consistent with the Declaration of Covenants to help preserve the overall property values and amenities of the community. The Board is authorized to amend rules and regulations from time to time as stated under Article V, Powers of the Board, found in the Declaration of Covenants of the La Vida Homeowners Association, Inc. and Section 9.18 (Restriction Related to Property) of the same: ...*"The Board may adopt such other rules and regulations from time to time governing the use and enjoyment of the Common Area and the use of the Lots as the Board, in its sole discretion, deems appropriate or necessary"*.

II. GRIEVANCE COMMITTEE

Florida Statute, Title XL (Real and Personal Property), Chapter 720 (Homeowner's Associations), Section 305 (Obligations of members; remedies at law or in equity; levy of fines and suspension of use rights) defines the right of a homeowner to take up a fine levied because of a violation to a committee (Defined here as the La Vida "Grievance Committee").

The committee will be comprised of at least three members appointed by the HOA Board of Directors, who are not officers, directors, or employees of the association, or the spouse, parent, child, brother, or sister of an officer, director, or employee.

PLEASE NOTE: If the Grievance committee, by majority vote, does not approve a proposed fine or suspension, the proposed fine or suspension may not be levied.

The role of the La Vida Grievance Committee is expressly limited to ONLY determining whether to confirm or reject the fine or suspension levied by the HOA Board of Directors.

Thus, it is not the Grievance Committee's role to grant extensions or otherwise change the amount of the fine levied by the HOA Management Co. on behalf of the Board. The Grievance Committee is not required to post notice of its meetings (Grievance Meeting); nevertheless, they will be open to all association members and will require a quorum of the Grievance Committee members. **Members of the Grievance Committee are NOT permitted to discuss violations with anyone (Homeowners, Grievance Committee Members, HOA Board, etc.) except in the Grievance Meeting.**

It is strongly recommend the Grievance Committee keep minutes of its meetings (Grievance Meeting), which need only summarize what took place at the meeting. Most importantly, the minutes should reflect that after considering all evidence presented as to each matter before the Committee, the Committee voted on each violation it considered and the outcome of the vote (requiring a majority). If a majority of the Grievance Committee does not approve the fine levied by the board, the fine may not be levied (or collected). Refer to **Attachment 1** for a recommended Grievance Meeting format.

III. INSPECTIONS, VIOLATIONS, PENALTIES, GRIEVANCE PROCESS, REMEDIES

Under Section 13.02 of the Declaration of Covenants, the HOA Board of Directors, in its sole discretion, may levy a Fine (Special Assessment) upon an Homeowner for failure of said Homeowner, his family, guests, invitees, or employees, to comply with any provision in either the Declaration of Covenants, the Architectural Guidelines, or these Rules and Regulations of the Association, for which the following procedures will be followed (See Also Diagram 1 – Grievance Process):

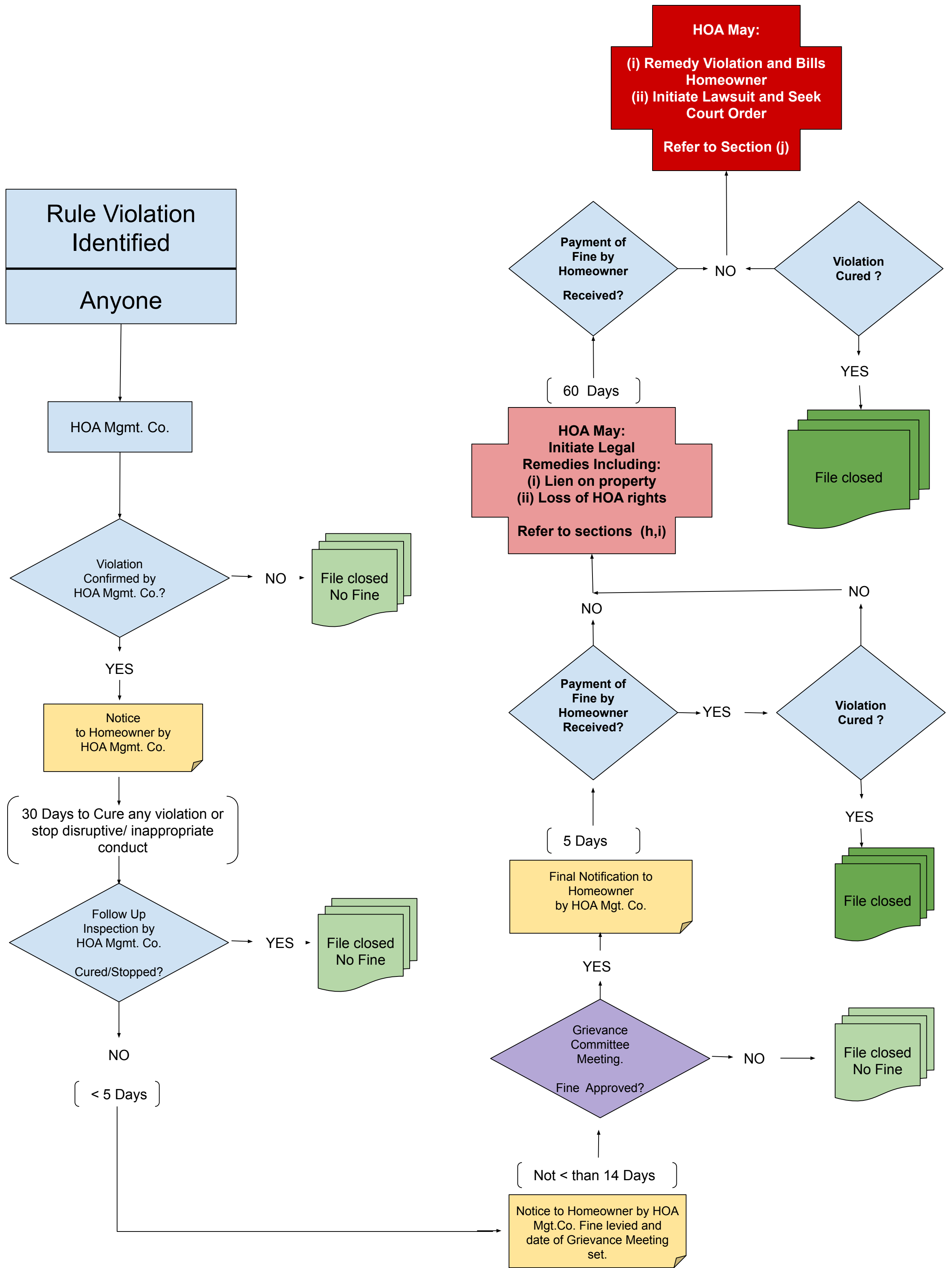
- (a) Any Homeowner, The Architectural Control Committee or the HOA Board of Directors may identify an initial violation; at which time it will report the presumed violation to the HOA Management Company. The HOA Management Company shall also initiate their own regular inspections to identify violations.

PLEASE NOTE that, per Section 9.16. of the Declaration OF Covenants, *...each Lot (in La Vida) is hereby declared to be subject to an easement and right to and in favor of the Association and each and all of its employees, agents and instrumentalities to go upon such Lot for reasonable inspection thereof from time to time and for the purpose of carrying out any and all of the obligations. Actions with respect to such Lot and the Dwelling located thereon as are herein imposed upon or permitted to the Association.*

PLEASE NOTE: To assure, proper communications, all Residents (homeowners and renters) must provide the HOA Management Company their complete up to date contact information (Refer to **Attachment 2** of this document for the Contact Form, which will also be available on the HOA Management Company website).

- (b) The HOA Management Company upon inspecting and confirming the Violation, shall notify (on behalf of the La Vida Association Board of Directors) the Homeowner of the Infraction. A Non-compliance Violation notification will be issued. The homeowner will be given 30 days to comply. No fine will be levied if violation is corrected within thirty (30) days of the Notice.

Grievance Procedure Diagram 1



- (a) If the violation is NOT cured after 30 days of the Non-compliance Violation Notification, The HOA Management Company (On behalf of the La Vida Association Board of Directors) shall notify the Homeowner (and, if applicable, any occupant, renter or invitee of the homeowner) with a copy to the HOA Board, that it has been levied a fine starting on a certain date, and furnishing the date/time/place of the next Grievance Committee meeting (no sooner than 14 days out, including weekends and holidays) with an invitation to attend. The Notification will be via certified mail, return receipt requested, and email.
- (b) The fine will depend on the gravity or type of the violation, but it will not exceed \$1,000.00 in aggregate. Please refer to **Attachment 3** for the Type of Violations and Respective Fines that can be imposed.
- (c) The Homeowner, et.al. may (but is not obliged to) attend the Grievance Meeting, but the Meeting will require a quorum of the Grievance Committee members.
- (d) At the Grievance Meeting the Grievance Committee will meet with the homeowner and review and discuss the violation (Refer to Attachment 1 for recommended Grievance Meeting format). A majority decision of the Committee is required to Approve or Reject the fine. **PLEASE NOTE: The responsibility of the Grievance Committee will be EXCLUSIVELY to APPROVE OR REJECT the Fine.**
- (e) The Grievance Committee via the HOA Management Company, shall issue the written final decision to the homeowner no later than five (5) days after the Grievance Committee meeting is held. The Notice will be via certified mail, return receipt requested, and email.
- (g) If the proposed fine levied by HOA Management Company on behalf of the Board is approved by the Grievance Committee, the final payment is due five (5) days after the date of the meeting at which the fine is approved.

- (h) If the Homeowner is delinquent five (5) days after the written decision of the Grievance Committee, confirming the violation and fine, the HOA Board of Directors, reserves the right to use any remedies available under the Declaration of Covenants, Conditions, Restrictions and Easements for La Vida ('Declaration of Covenants', Section 13.01). Per Florida Statute, imposed fines of at least \$1,000.00 can be included in a lien on the unit.
- (i) Should a Homeowner delay in the payment of fines, said Homeowner and fines will be referred to the HOA Management Company and Association's attorney for collection in the same manner as late assessment payments are now referred (i.e., interest (12%/year), attorney's fees, court costs, lien, etc.) also loss of rights to use of common areas and loss of voting rights.
- (j) If Fine (IS or IS NOT) paid by homeowner and violation REMAINS UNCURED after 60 days, the La Vida Homeowner's Association may (i) remedy the violation and bill the homeowner the cost, and/or (ii) file a lawsuit seeking a court order that the violation cease and/or pay for remediation costs incurred by the Association. All associated court and attorney's fees will be paid by the homeowner under 720.305(1), Florida Statutes.

IV. RULES AND REGULATIONS

1. **Architectural Guidelines Violations**

(a) Pre-approved items.

Please refer to the latest version of the Architectural Guidelines approved by the La Vida HOA Board of Directors. A General Guideline is included in **Attachment 4**.

(b) Items requiring Approval of ACC

Please refer to the latest version of the Architectural Guidelines approved by the La Vida HOA Board of Directors. A General Guideline is included in **Attachment 4**.

2. **Common Areas and Retaining Ponds**

(a) Homeowners are responsible for the conduct of all their residents, children and guests in the Common Areas. Refer to **Attachment 5**; NOTICE OF PRESERVATION OF DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RELATING TO LA VIDA, as of May 1, 2017, for the official description of La Vida Community Common Areas. Homeowners, residents and guests that exhibit unacceptable behavior (unacceptable behavior will be considered to be any act, action or display that threatens the health, safety or security of another person and/or property), will have the police promptly called, arrest made if necessary and legal action taken against the offender.

(b) No fishing, swimming, boating, wading, or rafting in the Retaining Pond (Lake) will be permitted by residents or guests.

(c) There shall be no throwing of stones or other items into the pond.

(d) Homeowners, residents, renters and their guests will not discharge refuse, litter, debris or other objects onto common areas, or into the pond, or sewers at any time. Those homeowners, residents, renters or guests found discharging refuse, litter, debris or other objects are subject to fines.

(e) Storage of any kind is expressly prohibited on or in any Common Areas.

- (f) No toys, recreation equipment, bicycles, lawn chairs or other personal property shall be left behind or stored on the Common Areas.
- (g) Any additional trees, shrubs, or plantings to Common Area must be approved by the ACC (Refer to Architectural Guidelines).
- (h) Homeowners may not enclose any portion of the Common Area with a fence or other boundary.
- (i) Bike riding is permitted on roads only. No riding of bikes, motor bikes, or golf carts are allowed on Common Area grass.
- (j) No trash, lawn waste material, branches, rocks, or dirt is to be disposed of or left on any common area.

3. Contractor Working Hours

HOA Contractors and residents who employ contractors to perform services shall not allow performances of such services weekdays before 7 a.m. and weekends before 9 a.m. All such contracts services must terminate each evening no later than 7 p.m. Contract services include but are not limited to general construction activities, roofing repairs, driveway sandblasting, landscaping maintenance and automobile repairs services. Emergency repairs to home are excluded.

4. Home Exterior Maintenance

The home exterior (i.e., house walls, yard partition walls, lawn, driveways, mailboxes, etc.) must be maintained and kept in good repair. Violations shall be issued for (but not limited to) the following: (i) excessive peeling paint of house, mailboxes or driveways, (ii) rotting or missing wood, (iii) missing tiles, (iv) mold or mildew showing on home, tiles, mailboxes or driveways, (v) dirty roof, (vi) cracked, discolored or dirty driveways, (vi) torn screens, (vii) hanging shutters, (viii) dented garage doors, (ix) broken windows or doors, (x) lawn not being watered (xi) broken coach lights or (xii) removal of unsightly excessive debris and trash.

PLEASE NOTE: Mailboxes are supplied by the HOA and will be maintained, repaired and replaced, if necessary, due to mechanical damage and/or problems due to normal wear. Homeowners are responsible for their cleanliness (i.e., keeping them free of mold, dirt, etc.). Damage resulting from negligence or abuse from Homeowner will be the responsibility of the Homeowner.

5. Leash Law and Dog Waste

- (a) Palm Beach County Municipal Codes: (Ord. No. 98-22, § 4, 6-16-98; Ord. No. 2015-027 _ [See **Attachment 6**]), prohibits pets from being unleashed or uncontained while outdoors. Pets are not to be left out unattended to stray off property. Even under leash, refrain from walking dogs on other Homeowner's property.
- (b) The homeowner of every animal (dogs and cats) shall be responsible for the removal and sanitary disposition of feces deposited by his or her animal in all Public Areas. When accompanying the animal outside his or her property, the homeowner shall have on his or her person suitable means for the removal of such feces which will then be placed in his own refuse container for sanitary removal.

6. Residential Use and Leasing of Property

- (a) All homes in the Community shall be used only for residential purposes, as a private residence and no industrial or commercial business or use shall be made of the same, or any portion thereof.
- (b) No Lot shall be used or occupied for any purpose other than as a residential dwelling by a single family, its household servants and guests.
- (c) A Homeowner shall not lease less than the entire home nor may the home be leased for transient or hotel purposes. Every lease must be for a minimum period of four (4) months.
- (d) Every lease shall be in writing and shall contain the following: **“THIS LEASE IS SUBJECT TO COMPLIANCE BY THE LESSOR AND THE LESSEE WITH ALL THE PROVISIONS OF THE DECLARATION OF COVENANTS & RESTRICTIONS, THE BY-LAWS, AND THE RULES AND REGULATIONS OF LA VIDA HOMEOWNER ASSOCIATION.”**
- (e) The Homeowner shall give a copy of any lease and the completed Leasing Questionnaire (Refer to **Attachment 7** for a copy of the Questionnaire which can also be downloaded from the HOA Management Company

website), together with such additional information as may be required, such as a Non-Discriminatory background check of the prospective tenant (Federal government's Fair Housing Act makes it illegal for an HOA to deny a person membership based on their race, color, religion, sex, familial status or national origin), to the HOA Property Manager at least thirty (30) days prior to the signing date of the lease. Any expenses incurred by the Association in obtaining these documents shall be assessed to the responsible Homeowner's.

- (f) The Homeowner must make available to the Lessee copies of the Declaration of Covenants, Architectural Guidelines, By-laws, and these Rules and Regulations, and the Lessee shall be subject to and shall comply with all the terms thereof. The lessee should sign for documents, that they read and understand same. The Homeowner shall assume responsibility for any violation by his/her tenant of the Declaration, By-laws, or Rules & Regulations. If a tenant violates any provision of the Declaration, By-laws, or Rules & Regulations, the Board at its discretion shall determine what action or actions should be taken against the Homeowner and/or tenant, as the case may be. When the Board, in its discretion, determines that a violation or series of violations warrant termination of the lease, the Board may take whatever action or actions necessary to terminate the lease.
- (g) All costs and expenses, including court costs and attorney fees, incurred by the Board in connection with any violations under this leasing policy shall be assessed to the account of the Homeowner responsible thereof.
- (h) All off-site Homeowner shall provide the Board through the HOA Property Manager, in writing, their current address(es) and telephone number(s) where they may be reached in an emergency, both at home and at work. Any expenses incurred by the Association in locating a Homeowner who fails to provide such information shall be assessed to that Homeowner. Any Homeowner who fails to provide his current mailing address shall be deemed to have waived the right to receive notices at any address other than the address of the home being leased. The Association shall not be liable for any loss, damage, injury or prejudice to the rights of said Homeowner caused by any delays in receiving any notice that may result

thereof. Changes in address should be reported to the Board through the HOA Property Manager at least seven (7) days prior to the change occurring.

- (i) Homeowner and/or tenant are responsible for his/her guests' compliance with the Declaration of Covenants, By-laws, and Rules and Regulations of the Association.

7. Noise

- (a) No excessive noise (barking, pool pump or motor misalignment, chainsaw, uncontrolled alarms, loud music, etc.) that may disturb residents.
- (b) Outdoor parties w/guests during day or night should maintain moderate noise levels. As a common courtesy, please inform neighbors who may be impacted, of your events.
- (c) Refer to section 3 for Contractor service hours.

8. Parking

- (a) NO OVERNIGHT PARKING is allowed on roadways between 2:00 a.m. and 6:00 a.m.
- (b) NO OVERNIGHT PARKING is allowed in POOL PARKING AREA,
- (c) No parking is allowed at any time AGAINST the flow of traffic,
- (d) No parking is allowed at any time on grass or common area,
- (e) No parking is allowed directly across from another vehicle that restricts the distance required for the passage of emergency vehicles, waste management trucks, delivery vehicles, or any other large vehicles. Twenty to twenty-three feet is required for all emergency vehicles.

Each homeowner is responsible for the actions of their family members, guest or service providers. ARTICLE IX, RESTRICTIONS RELATING TO PROPERTY Section 9.13 states of the Declaration of Covenants states "The parking and storage of automobiles and other motor vehicles shall be limited to the driveways of Lots and other paved surfaces as authorized by the Association and the individual garages of the respective Dwellings".

TOWING and IMMOBILIZATION **SIGNS** have been posted at both entrances and are currently effective, **ALLSTAR TOWING INC.** and **NO GO BOOTING; INC.** Will randomly patrol the neighborhood both daytime and night hours. Costs to remove the boot or retrieving the vehicle from towing company are the homeowner's expense and will be paid directly to the company. (See **Attachment 8**, for their cost and contact information).

••Exceptions – (1) If driveways are painted and require 3 days of drying. Evidence must be shown such as paint cans blocking driveway entrance or other markers; (2) Holiday Parties, if formal notice has been provided to the HOA Management Company, Board President and neighbors impacted, and a proper sized NOTICE (letter size – 8 ½ “ x 11”) with contact information is left on the driver side of the windshield.

9. Pool and Clubhouse

The Pool and Clubhouse and its facilities are made available to Homeowner/Resident and their accompanied guests only from Dusk to Dawn. There will not be a Lifeguard on duty. Children below the age of 12 must not be left alone unattended in the pool house or pool.

Reservations for private parties and gatherings should be made in advance with the HOA Management Company and will be accepted providing there are no other reservations with deposits. A refundable deposit of \$500 is required prior to use to cover possible damages or additional cleaning of the pool or pool house. Homeowner is financially, legally and otherwise responsible for any and all other expenses related to the repair of any damage. Use of the facility is not to disturb the peace and quiet of the Community. It is the responsibility of Homeowner/Renter to insure that their guests observe all applicable Rules and the Regulations of the Community.

Food, beverages, and food containers are prohibited in the pool.

Glass containers are prohibited in the pool house area.

Pool furniture are not to be thrown into the pool.

No animals shall be allowed in the pool house area. Individuals with a disability and service animal trainers may be accompanied by a service animal, as defined in Chapter 413.08, F.S., but the service animal is not allowed to enter the pool water in order to prevent a direct threat to the health of pool users.

10. Residents Emergency Contact Information

All homeowners are required to provide current phone numbers and email addresses to the HOA Management Company and Board. This information will be used only by the HOA Management Company, Board and/or the ACC for their own purposes. No phone numbers or email addresses will be given to or shared with any other party. Refer to **Attachment 2** for the Contact Information Form, which will also be available on the HOA Management Company website).

11. Speed Limit

All vehicles operating within the Community must abide by the posted speed limit posted at each entrance of sub-divisions and traffic signs. Speeding threatens the health, safety and welfare of all Residents and Management.

12. Sprinkler System

(a) Timers

Timers must be left on the AUTO position at all times unless there is a broken sprinkler, pipeline leak, or during hurricane emergencies. If timer is found in the OFF position, it will be considered a violation.

If resident desires to adjust timer settings, please note damage to timer may occur if timer mechanism is manually turned 'COUNTER-CLOCKWISE', this inflicted damage to timer will require timer replacement at the homeowner's expense.

(b) Sprinklers

Sprinkler heads or irrigation PVC pipelines damaged by individual homeowners or their paid contractors must be repaired at homeowner expense.

13. Trash and Pick-Up

As of October 1st, 2019, SWA-Solid Waste Authority of Palm Beach County provides the trash pick-up for regular, recyclable, and yard waste (Refer to **Attachment 9**) for further information - For more information, their phone number is 561-697-2700).

Trash pickup is based on the following schedule:

MONDAY:

Regular Trash - Trash cans with sealed lids as provided by SWA.

Bulk Items - Includes debris from minor home repairs up to 6 cubic

yards, neatly stacked, major appliances, furniture and other bulk items.

Recycling - Yellow bins for paper, magazines, etc. and Blue bins for containers, glass, etc.

Yard Waste -THERE IS NO PICK-UP FOR YARD CUTTINGS SUCH AS PALM FRONDS ETC. ON MONDAYS. This waste must be stored out of sight until pick-up on Thursday. Yard waste should not sit on the street for 3 days waiting for Thursday, the pickup day.

THURSDAY:

Regular Trash - Same as above

Bulk Items - Same as above

Recycling - None

Yard Waste - Yard waste is defined as vegetation and includes the following: grass clipping, leaves, shrub trimmings and palm fronds. Tree limbs must be cut to 6 feet or less and stacked neatly at the curb. Vegetation is picked up by a different truck than normal trash, so should not be mixed.

Unincorporated Palm Beach County residents receive regular collection service on all holidays, **with the exception of Thanksgiving Day and Christmas Day**. If your service falls on one of these holidays, your items will be collected on the next scheduled service day. There is no make-up collection day.

Trash cans and bins should be removed from the curbside the day of collection and to be housed so that they are not visible from the street. In addition, trash should not be placed on the curbside prior to 5 p.m. on the evening preceding the scheduled pick-up.

14. Unsightly Rubbish

All yard rubbish, trash, or garbage shall be kept so as not to be seen from neighboring dwellings and streets, and shall be regularly removed from the Property, and shall not be allowed thereon.

No clothing, laundry or wash shall be aired or dried on any portion of any Lot in an area exposed to view from any other Lot or the Common Areas.

15. Vehicles and Vehicle Repairs

- a) Mobile house trailers (whether on or off wheels), recreational vehicles, campers, watercrafts, boats, trailers, etc. are prohibited or must be parked in such a manner as to be fully enclosed in the garage.
- b) No commercial truck, commercial bus or other commercial vehicle of any kind may be parked on a lot or on the street.
- c) No repairs or service to any vehicle will be permitted on the premises; provided, however, that minor routine maintenance work on the homeowners' own vehicles or emergency service such as tire and battery repairs is permitted. Toxic fluids from vehicles, such as oil, may not be discharged into or drainage systems.

Attachments

Grievance Hearing Format

This Grievance Hearing format is a set of steps to follow in this homeowners' association conflict resolution process to ensure that alleged violations of the by-laws, covenants, conditions, restrictions, regulations or policies of La Vida Homeowners' Association are resolved fairly and uniformly. At the hearing, the person(s) with a violation (the "Grievant") and the HOA Management Company representative ("Respondent") have an opportunity to state their case, provide evidence, ask questions and summarize their position. The Grievance Committee has the authority to limit evidence that is repetitive or not relevant to the issues.

1. Introductions, opening remarks, and clarification of issues.
 - a. Introductions and begin grievance hearing,
 - b. Member of Grievance Committee: summarize hearing process and state Committee's understanding of what the issues are,
 - c. Grievant: clarify what the issues are,
 - d. Respondent: clarify what the issues are.
2. Presentation of relevant evidence regarding Violation (if necessary).
 - a. Grievant presents testimony and documents,
 - b. Respondent presents testimony and documents,
3. (Optional) Inspection: opportunity to look at any physical item at issue, at the request of the Grievant, Respondent, or Grievance Committee.
4. Any additional questions from members of Grievance Committee.
5. Hearing adjourned.
6. Closed session and written report.

At the conclusion of the hearing, the Grievance Committee will meet in a closed session to deliberate on their findings and then vote. The HOA Management Company will make a written report and issue a recommendation to the La Vida Homeowners Association Board of Directors with a copy to the Grievant within 5 days after the date of the hearing.

LA VIDA RESIDENTS EMERGENCY CONTACT INFORMATION

Please Mail or Email your form to:

United Management Company
c/o Jackie Cohen: Jackie@unitedcommunity.net
111784 WEST SAMPLE ROAD Coral Springs, FL. 33065
Office 954 752-8119 Fax 954 752-3352

Owner's Name(s): _____

Additional Occupants: _____

(Names): _____

Address: _____, Boca Raton, FL 33433

Email: _____

Would you like to receive the La Vida Association Newsletter and other information that the Board would be sending out electronically? **Yes**____ or **No**_____

Phone Numbers:

Home: _____

Work: _____

Cell: _____

Emergency Contact:

Name: _____

Relationship: _____

Contact Phone: _____

Is the home currently being rented: **Yes**____ or **No**_____

Name of Renters: _____

Renters Phone Number: _____

This above information will not be shared or used for any purpose other than for
La Vida Homeowner Association Business.

**TYPE OF VIOLATIONS AND RESPECTIVE FINES
AGAINST LA VIDA RULES AND REGULATIONS**

- A fine of \$100.00 per occurrence will be levied for breach of any “One Time Conduct Violation” contained in the Rules and Regulations.
- A fine of \$100.00 per day (Up to \$1,000 aggregate) will be levied for “Continuing and Uncured” violations contained in the Rules and Regulations.

Ref.	Violation	Type Violation	
		One Time Conduct Violation	Continuing and Uncured
1.	Antennas and Satellite Dishes location not approved by ACC		X
2.	Fixed Basketball Goal location not approved by ACC or not built to specs		X
3.	Decks & Patios not approved by ACC or not built to specs		X
4.	House exterior paint color not approved in Architectural Guidelines		X
5.	Fence not approved by ACC or not built to specs		X
6.	Flagpoles not built to Architectural Guidelines specs		X
7.	Free standing flagpole built		X
8.	Coach Lamps not meet Architectural Guidelines		X
9.	Other Exterior Lighting not approved by ACC or not built to specs		X
10.	Garage Doors design different from Architectural Guidelines		X
11.	Garage Doors color different from Architectural Guidelines		X
12.	Holiday Decorations not installed or removed within time limitations		X
13.	Hurricane Shutters not approved by ACC or not built to specs		X
14.	Hurricane shutters not removed in a timely manner (14 days max)		X
15.	New Huts or Tropical Chickee Huts installed (Seminole and Miccosukee Chickee/Tiki huts allowed)		X
16.	Awnings not approved by ACC		X
17.	Landscaping plants, mulch treatment colors and river rock options not approved in Architectural Guidelines		X
18.	Tree Removed without ACC approval or P.B. County Planning, Zoning and Building Dept. permit	X and inform P.B. County	

19	Play Equipment installed without ACC approval		X
20	Roof Tiles installed not approved in Architectural Guidelines		X
21	Sign installed	X	
22	Solar Panels installed without ACC approval		X
23	Swimming Pools, Spas, and Hot Tubs installed without ACC approval		X
24	Above ground pools installed		X
25	Temporary Marking Flags not removed within time limitations (90 days)	X	
26	Windows design and/or color not in approved Architectural Guidelines		X
27	Doors design and/or color not in approved Architectural Guidelines		X
28	Common areas and/or retaining pond violation (Sections 2.a through 2.j with the exemption of 2.h)	X	
29	Common areas enclosed by homeowner with fence (Section 2.h)		X
30	Contractor working hours out of limits (with exceptions due to emergencies)	X	
31	Excessive peeling paint of house, or driveways		X
32	Rotting or missing wood		X
33	Missing tiles		X
34	Dirt, Mold or mildew showing on home, tiles, mailboxes or driveways		X
35	Dirty roof		X
36	Cracked, discolored or dirty driveways or rear yard wall		X
37	Torn screens		X
38	Hanging shutters		X
39	Dented garage doors		X
40	Broken windows or doors		X
41	Lawn not being watered due to Homeowner disengaging/turning off sprinkler/irrigation system	X	
42	Broken coach lights		X
43	Unsightly excessive debris and trash.		X
45	Pet left unleashed	X	Report to Palm Beach County

46	Walking pet leashed on other homeowner property and not removing feces from lawn, or not disposing of feces in their own container	X	
47	Improper use of residence and/or leasing of property		X
48	Excessive noise creating disturbance	X	
49	Improper Parking	X	Car Immobilized or Towed
50	Improper use of Pool and/or pool house	X	
51	Homeowner emergency contact information not supplied to HOA Management Company	X	
52	Community speed limit not followed	X	
53	Sprinkler system damaged by improper adjustment procedure or car parked above sprinkler head	X Homeowner to pay repair	
54	Trash bins placed outside or on curbside or not removed from curbside before/after time limit	X	
55	Unsightly rubbish, clothing, laundry, etc., exposed/seen from outside the dwelling	X	
56	Non-approved vehicles (refer to rule 15) parked on driveway and/or common areas overnight or during extended period of time (24 hrs.)		X
57	Non-emergency maintenance/repair done to vehicle on the driveway or common areas.	X	

COURTESY NOTICE

[REDACTED] Assoc., Inc.
c/o United Community Management
11784 West Sample Road
Coral Springs, FL 33065
Phone: 954-752-8119
Email: isles@unitedcommunity.net

[REDACTED] 2019

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]



[REDACTED] 2019 4:04 PM

Dear [REDACTED]

The Board of Directors of the Association has received information that you are in violation of the Covenants, By-laws, or Rules and Regulations of the Association.

During a routine inspection on [REDACTED] of your Community we noticed the following:

Please [REDACTED] On Property

If you cannot comply with this request within the next 30 day(s) or feel that the request is unfair, or if you have questions, please state so in writing and send via email to [REDACTED]@unitedcommunity.net or mail to :

[REDACTED] Assoc., Inc.
c/o United Community Management
11784 West Sample Road
Coral Springs, FL 33065

We assume that this situation is merely an oversight on your part. Please take the steps listed above to eliminate this condition.

We regret the necessity of writing this letter to you. Community living imposes a different standard of obligation upon its members. The best interest and welfare of the community require that these issues be addressed. We thank you for your anticipated cooperation & understanding.

Sincerely,
United Community Management
On Behalf of the Board of Directors
The Isles Assoc., Inc.

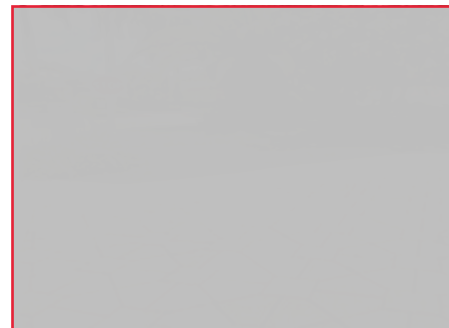
SAMPLE

[REDACTED]
c/o United Community Management
11784 West Sample Road
Coral Springs, FL 33065
Phone: 954-752-8119
Email: isles@unitedcommunity.net

NOTICE TO APPEAR
CERTIFIED AND REGULAR MAIL

[REDACTED] 2019

[REDACTED]
[REDACTED]
[REDACTED]



[REDACTED] 2019 12:53 PM

Dear [REDACTED]

We previously sent you a Notice of Violation in which we informed you of the need for you to correct your violation of the Covenants, and/or By-Laws of [REDACTED] Association, Inc. and the Rules and Regulations of the Association.

Specifically, we informed you of the following violation, which remains outstanding:

Please [REDACTED] On Property

The Board of Directors of the Association has received information that the violation noted above has not been resolved. Since compliance as directed was not achieved within the time requested and no communication has been received by the Association through the Management Company to dispute the validity of the violation, the Board of Directors has levied a fine against your unit in the amount of \$100 per day for the violation listed above. Pursuant to the Notice of Violation sent to you previously, such fine has begun accruing as of the date of this letter, with the maximum fine allowed totaling \$1,000 per violation.

You are also hereby notified that the Grievance Committee will hold a hearing at [REDACTED] PM on [REDACTED] 2019 at [REDACTED] at which time they will make a determination as to whether to impose the aforementioned fine levied against your unit. You have the right to attend this hearing and present your side of the matter. However, please note that your failure to attend the hearing will not preclude the Committee from affirming the fine against you; nor does this hearing alleviate your responsibility to correct the above-listed outstanding violation. If you comply and have rectified all of the deficiencies prior to the date of the scheduled hearing, please contact our management office by e-mail at the address in this letterhead.

While the Board prefers to avoid having to fine residents, your decision to ignore our previous Notice of Violation has caused us to do so in this instance. Please be aware that in addition to any fine which the Grievance Committee confirms, your failure to correct any violations which remain outstanding may lead to further legal action, the expense for which you will be responsible.

Sincerely,

For the Board of Directors
of [REDACTED] Association, Inc.

General Guidelines for ACC Review and Approval Requirements

1.	Antennas and Satellite Dishes	No ACC approval if placed at rear of home. If other location, it requires ACC approval
2.	Basketball Goals	Fixed goals location requires ACC approval Portable goals do not require ACC approval
3.	Decks & Patios	Require ACC approval
4.	Driveways and Front Walkways	Stained per approved ACC color code.
5.	Exterior Painting color	Does not require ACC approval if approved color code is used
6.	Fences	Require ACC approval
7.	7.1 Flagpoles	Do not require ACC approval if holder attached to front of the house Free standing flagpoles are not allowed
	7.2 Coach Lamps	Do not require ACC approval if follow approved list. Other types are not allowed
	7.3 Other Exterior Lighting	Lamp posts require ACC approval
8.	Garage Doors	Only current design is allowed Only approved color code to be used
9.	Holiday Decorations	No ACC approval required Time limitations imposed
10.	Hurricane Shutters	Requires ACC approval (Plywood exempted) Time limitations imposed
11.	11.1 Huts, Tropical Chickee Huts	Not allowed, except for Seminole and Miccosukee Chickee/Tiki huts
	11.2 Awnings	Require ACC approval
12.	Landscaping	ACC approval is not required as long as the existing approved scheme are maintained for landscaping plants, mulch treatment colors and river rock options
13.	Tree Removal	Requires ACC approval
14.	Mailboxes	Provided by Association, but to be maintained by homeowner
15.	Play Equipment	Require ACC approval
16.	Roof Tiles	Does not require ACC approval if approved type and color code is used
17.	Signs	No signs of any type allowed (Open House and security services signs exempted)
18.	Solar Panels	ACC approval required
19.	Swimming Pools, Spas, and Hot Tubs	ACC approval required (above ground pools are not allowed)
20.	Temporary Marking Flags	Do not require ACC approval 90 Day time limitations imposed
21.	21.1 Windows	Only the existing window design and color is allowed Interior pane design does not require ACC approval
	21.2 Doors	ACC approval is not required as long as the existing approved selections are used Painted per approved ACC color code.

Attachment 5

OR BK 29047 PG 1541
RECORDED 04/27/2017 14:35:09
Palm Beach County, Florida
AMT
Sharon R. Bock
CLERK & COMPTRROLLER
Pgs 1541-1545; (5Pgs)

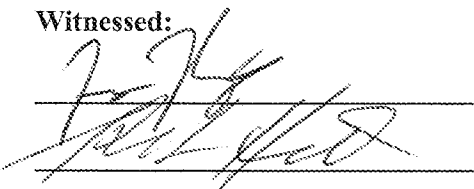
NOTICE OF PRESERVATION OF DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RELATING TO LA VIDA

This is
BOD

NOTICE IS HEREBY GIVEN that the Declaration of Covenants, Conditions, Restrictions and Easements relating to *La Vida*, whose principal office address is: *c/o United Community Management, 11784 Sample Road., Coral Springs, FL 33065*, recorded in **Official Records Book 5378, Page 716 et. seq.** of the Public Records of Palm Beach County, Florida, as and as may be amended from time to time, and currently burdening the property of each and every member of the La Vida Homeowners Association, Inc. is preserved and hereby retains its status as the source of marketable title with regard to the transfer of a member's residence pursuant to the authority for same found in Section 712.05 and 712.06, Florida Statutes. Preservation of such covenants, conditions, restrictions and easements, **effective May 1, 2017**, has been approved by no less than two-thirds (2/3) of the members of the board of directors at a board meeting held **April 17, 2017**, at **7:00 p.m.**, at the **Community Center, Sugar Sand Park, 300 S. Military Trail, Boca Raton, FL 33486**, for which a notice stating such date, time and place accompanied by the statement of marketable title action described in Section 712.06(1)(b), F.S., was mailed to members of the property owners association not less than seven (7) days prior to the meeting. A true and correct copy of the Statement of Marketable Title Action and the legal description of the real property to which this notice applies is attached hereto and is recorded herewith.

IN WITNESS WHEREOF, this notice of preservation has been executed before me and subscribed in my presence this 21 day of April, 2017.

Witnessed:



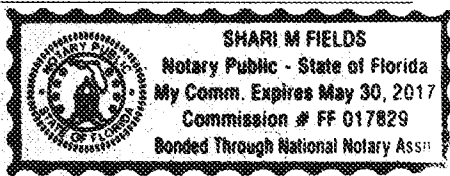
LA VIDA HOMEOWNERS
ASSOCIATION, INC.

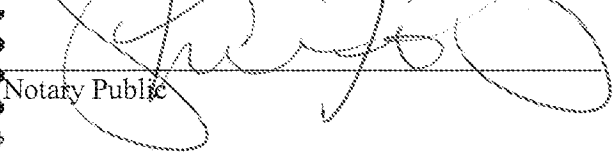
By:


CAROLE A. TEIXEIRA, PRESIDENT

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 21 day of April, 2017, by Carole A. TEIXEIRA, President of La Vida Homeowners Association, Inc., who is personally known to me or who has produced as identification and who did (did not) take an oath.




Notary Public

***STATEMENT OF MARKETABLE TITLE ACTION
PURSUANT TO SECTION 712.06, F.S.***

The **LA VIDA HOMEOWNERS ASSOCIATION, INC.** (the "Association") has taken action to ensure that the Declaration of Covenants, Conditions, Restrictions and Easements relating to La Vida, recorded in Official Records Book 5378, Page 716 *et seq.*, of the public records of Palm Beach County, Florida, as and as may be amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by chapter 712, Florida Statutes, to be recorded in the public records of Palm Beach County, Florida. Copies of this notice and its attachment are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

The description of all land affected by this notice, referred to in the Declaration of Covenants, Conditions, Restrictions and Easements is as shown on the attached Declaration Exhibit A and the entire Plat of La Vida that are incorporated herein.

NOTICE OF BOARD MEETING TO CONSIDER THE MATTER

NOTICE IS HEREBY GIVEN pursuant to Section 712.05, Florida Statutes, that the Board of Directors will consider the approval of the foregoing Statement and of its recording with the affidavit required by Section 712.06(1)(b) at its meeting set for **March 20, 2017, at 7:00 p.m., at the Community Center, Sugar Sand Park, 300 S. Military Trail, Boca Raton, FL 33486.** You are welcome to attend.

Board of Directors
La Vida Homeowners Association, Inc.

EXHIBIT "A"

All of La Vida, according to the plat thereof,
as recorded in Plat Book 57, Pages 83-84,
Public Records of Palm Beach County, Florida.

This is not a certified copy

This is Not a Contract

LA VIDA

BEING A REPLAT OF TRACT 75-C OF BOCA DEL MAR NO. 8-P.U.D.
 SITUATE IN SECTION 34, TOWNSHIP 47 SOUTH, RANGE 42 EAST
 PALM BEACH COUNTY, FLORIDA

MARCH, 1987 SHEET 1 OF 2

83

44-38187 12-11-87-22-7032

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE KENNEDY GROUP, LTD., A FLORIDA PARTNERSHIP, HEREBY CERTIFIES THAT IT IS THE OWNER OF THE LAND SHOWN HEREON AS LA VIDA, SITUATE IN SECTION 34, TOWNSHIP 47 SOUTH, RANGE 42 EAST, ALSO BEING A PORTION OF TRACT 75-C OF BOCA DEL MAR NO. 8-P.U.D., P.B. 230, PAGES 238 THROUGH 240, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, HEREIN MORE FULLY DESCRIBED AS FOLLOWS:

BEING ALL OF TRACT 75-C AS SHOWN ON BOCA DEL MAR NO. 8-P.U.D., AS RECORDED IN P.B. 230 ON PAGES 238 THROUGH 240 OF THE AFORESAID RECORDS OF SAID PALM BEACH COUNTY.

THE ABOVE PARCEL CONTAINS 8.088 ACRES MORE OR LESS.

HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND HEREBY DEDICATE AS FOLLOWS:

- TRACT A, THE ACCESS TRACT, AS SHOWN HEREON IS HEREBY DEDICATED TO AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF THE LA VIDA HOME OWNERS ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, FOR CHORES, WERDS, UTILITY, DRAINAGE, AND OTHER PROPER PURPOSES, WITHOUT RECOURSE TO PALM BEACH COUNTY.
- THE UTILITY EASEMENTS AS SHOWN HEREON AND HEREBY DEDICATED IN FULL FOR THE CONSTRUCTION AND MAINTENANCE OF UTILITY FACILITIES.
- THE DRAINAGE EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED IN FULL TO AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF THE LA VIDA HOME OWNERS ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, FOR THE CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES, WITHOUT RECOURSE TO PALM BEACH COUNTY. HOWEVER PALM BEACH COUNTY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO MAINTAIN THAT PORTION OF THE DRAINAGE SYSTEM UNDERWRITTEN BY THIS PLAT WHICH IS ASSOCIATED WITH THE DRAINAGE OF PUBLIC ROADS.
- TRACT B, THE WATER MANAGEMENT TRACT, IS HEREBY DEDICATED TO, AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF THE LA VIDA HOME OWNERS ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, FOR WATER MANAGEMENT AND OTHER PROPER PURPOSES, WITHOUT RECOURSE TO PALM BEACH COUNTY.
- THE MAINTENANCE AND MAINTENANCE ACCESS EASEMENTS ARE HEREBY DEDICATED TO AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF THE LA VIDA HOME OWNERS ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, FOR ACCESS TO AND MAINTENANCE OF THE WATER MANAGEMENT TRACT, WITHOUT RECOURSE TO PALM BEACH COUNTY.
- RECREATION TRACT C, AS SHOWN HEREON, IS HEREBY DEDICATED TO, AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF THE LA VIDA HOME OWNERS ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, FOR RECREATION AND OTHER PROPER PURPOSES, WITHOUT RECOURSE TO PALM BEACH COUNTY.
- TRACTS D, E, F AND G, AS SHOWN HEREON, ARE HEREBY DEDICATED TO, AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF THE LA VIDA HOME OWNERS ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, FOR LANDSCAPE AND OTHER PROPER PURPOSES, WITHOUT RECOURSE TO PALM BEACH COUNTY.
- TRACTS H, I AND J AS SHOWN HEREON, ARE HEREBY DEDICATED TO, AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF THE LA VIDA HOME OWNERS ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, FOR BUFFER, LANDSCAPE AND OTHER PROPER PURPOSES, WITHOUT RECOURSE TO PALM BEACH COUNTY.

ACKNOWLEDGEMENT

STATE OF FLORIDA
 COUNTY OF PALM BEACH

BEFORE ME PERSONALLY APPEARED (TROY H. KELLY AND ROBERT N. KENNEDY TO ME WELL KNOWN AND KNOWN TO ME TO BE THE INDIVIDUALS DESCRIBED BY AND WHO EXECUTED THE FOREGOING INSTRUMENT AS INSTRUMENT AND SECRETARY OF THE KENNEDY GROUP LTD., A FLORIDA PARTNERSHIP, AND ACKNOWLEDGED TO ME BEFORE ME THAT THEY EXECUTED SAID INSTRUMENT AS SUCH OFFICERS OF SAID CORPORATE ENTITY AND THAT THE SEAL AFFIXED HERETO IS THE CORPORATE SEAL OF SAID CORPORATION AND THAT IT WAS AFFIXED HERETO BY OUR AND REGULAR CORPORATE AUTHORITY, AND THAT SAID INSTRUMENT IS THE TRUE ACT AND DEED OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS 17th DAY OF March, 1987.
 COMMISSION EXPIRES: 3-18-88 *Ray B. Govee*
 NOTARY PUBLIC

TITLE CURATIVE

ME, BRUCE AND CAROL, DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE TO THE HEREIN DESCRIBED INSTRUMENT THAT WE FIND THE TITLE TO THE PROPERTY IS VESTED TO THE KENNEDY GROUP, LTD., THAT THE CURRENT TAXES HAVE BEEN PAID; THAT THE PROPERTY IS NOT ENCUMBERED BY ANY MORTGAGES.

DATE: 3/6/87 BY: *Bruce and Carol*

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE SUPERVISION AND SUPERVISION, THAT SAID SURVEY COMPLIED WITH CHAPTER 89A-9 OF THE FLORIDA ADMINISTRATIVE CODE AND IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. THAT PERMANENT IRREVERSIBLE MONUMENTS (P.I.M.'S) HAVE BEEN SET; THAT PERMANENT CONTROL POINTS (P.C.P.'S) WILL BE SET UNDER GUARANTEE POSTED WITH THE PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS FOR THE REQUIRED IMPROVEMENTS; THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177 OF THE FLORIDA STATUTES, AS AMENDED, AND ORDINANCES OF PALM BEACH COUNTY, FLORIDA.

THIS 28th DAY OF July, 1987.
 MICHAEL A. RANCI
 PROFESSIONAL LAND SURVEYOR
 FLORIDA CERTIFICATE NO. 4038

REMARKS

- ALL BEARINGS SHOWN HEREON REFER TO AN ASSUMED BEARING OF N01°30'34"W ALONG THE WEST LINE OF THE PLAT OF BOCA DEL MAR NO. 8 AS RECORDED IN PLAT BOOK 50, PAGES 238 THROUGH 240 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
 U.S. DENOTES UTILITY EASEMENT.
 D.C. DENOTES DRAINAGE EASEMENT.
 L.A.E. DENOTES LIMITED ACCESS EASEMENT.
 P.C.P., DENOTES PERMANENT CONTROL POINT. SET SHOWN THESE: —
 FOUND SHOWN THESE: —
 P.C.P., DENOTES PERMANENT CONTROL POINT. SET SHOWN THESE: —
 FOUND SHOWN THESE: —
- THERE SHALL BE NO BUILDINGS OR ANY KIND OF CONSTRUCTION PLACED ON UTILITY OR DRAINAGE EASEMENTS.
 THERE SHALL BE NO TREES OR SHRUBS PLACED ON UTILITY EASEMENTS WHICH ARE PROVIDED FOR WATER AND SEWER USE OR UPON DRAINAGE EASEMENTS.
 LANDSCAPING ON OTHER UTILITY EASEMENTS SHALL BE ALLOWED ONLY AFTER CONSENT OF ALL UTILITY COMPANIES OCCUPYING SAME.
 IN THOSE CASES WHERE EASEMENTS OF DIFFERENT TYPES CROSS, DRAINAGE EASEMENTS SHALL HAVE PRIORITY, UTILITY EASEMENTS SHALL HAVE SECOND PRIORITY, ACCESS EASEMENTS SHALL HAVE THIRD PRIORITY, AND ALL OTHER EASEMENTS SHALL BE SUBORDINATE TO THESE WITH THEIR PRIORITIES BEING DETERMINED BY THE USE RIGHTS GRANTED.
- ALL LINES WHICH INTERSECT CURVES ARE RADIAL TO THOSE CURVES UNLESS OTHERWISE NOTED.
- THE BUILDING SETBACK LINE SHALL BE AS REQUIRED BY CURRENT PALM BEACH COUNTY ZONING REGULATIONS.

APPROVALS

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
 PALM BEACH COUNTY, FLORIDA

THIS PLAT IS HEREBY APPROVED FOR RECORD THIS 28th DAY OF July, 1987.

BY: *Carol A. Roberts*
 CAROL A. ROBERTS, CHAIR

ATTEST:
 DEAN B. DANIEL, CLERK

BY: *Robert A. Miller*
 COUNTY ENGINEER

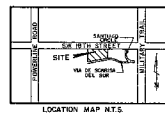
THIS PLAT IS HEREBY APPROVED FOR RECORD THIS 28th DAY OF July, 1987.

BY: *Robert T. Karleoni*
 ROBERT T. KARLEONI, P.E., COUNTY ENGINEER



P.U.D. TABLE DATA

TOTAL ACREAGE	8.088 AC.
TOTAL UNITS	44 UNITS
GROSS DENSITY	5.42 UNITS/AC.
USE/ZONE COVERAGE	2.800 AC.
STREETS & UNCOVERED PARKING	0.088 AC.
WATER BODIES	1.122 AC.
TOTAL OPEN SPACE	5.087 AC.



IN WITNESS WHEREOF, VILLAS OF BOCA WOODS DEVELOPMENT CORPORATION, A FLORIDA CORPORATION, A GENERAL PARTNER OF THE KENNEDY GROUP, LTD., A FLORIDA PARTNERSHIP, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS PRESIDENT AND ATTESTED TO BY ITS SECRETARY, RESPECTIVELY, AND THEIR CORPORATE SEALS TO BE AFFIXED HERETO BY AND WITH THE AUTHORITY OF THEIR BOARD OF DIRECTORS, THIS 17th DAY OF March, 1987.

VILLAS OF BOCA WOODS DEVELOPMENT CORPORATION, A GENERAL PARTNER OF THE KENNEDY GROUP, LTD.

ATTEST: *Robert N. Kennedy* BY: *Troy H. Kelly*
 ROBERT N. KENNEDY, SECRETARY TROY H. KELLY, PRESIDENT



Meridian Surveying and Mapping, Inc. 1000 LINDBERG STREET, WEST PALM BEACH, FL.

DATE	REVISED	BY	DATE
DRAWN BY	D.W.M.	SCALE	NONE
CHECKED BY	D.W.M.	DATE	NONE
DRAWING NO.	88-085PL		

LA VIDA

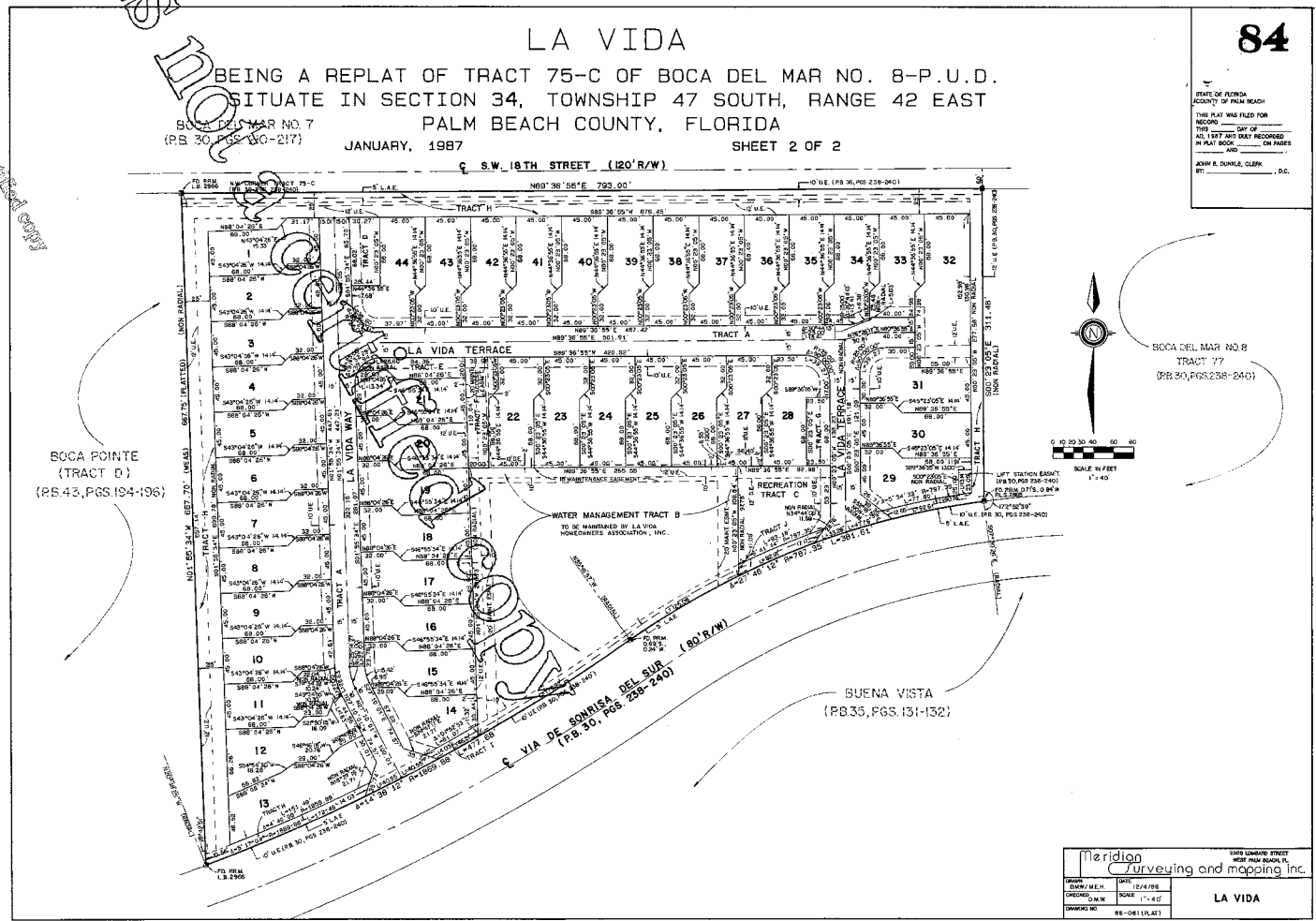
This is not a certified copy

LA VIDA

BEING A REPLAT OF TRACT 75-C OF BOCA DEL MAR NO. 8-P.U.D.
 SITUATE IN SECTION 34, TOWNSHIP 47 SOUTH, RANGE 42 EAST
 PALM BEACH COUNTY, FLORIDA
 JANUARY, 1987

84

STATE OF FLORIDA
 COUNTY OF PALM BEACH
 THIS PLAN WAS FILED FOR
 RECORD _____ DAY OF _____
 AT 1:57 PM AND RECORDED
 IN PLAT BOOK _____ ON PAGE
 _____ AND _____
 JOHN E. DUNN, CLERK
 P.C.



BOCA POINTE
 (TRACT D)
 (PB.43, PGS.194-196)

BOCA DEL MAR NO. 8
 TRACT 77
 (PB.30, PGS.238-240)

SUENA VISTA
 (PB.35, PGS.131-132)

Meridian		1008 LAVIDA STREET WEST PALM BEACH, FL	
DATE	12/4/88		
CREATED BY	J.M.K.	SCALE	1" = 40'
DRAWN BY	B.E.	LA VIDA	

Palm Beach County Municipal Codes:

https://library.municode.com/fl/palm_beach_county/codes/code_of_ordinances?nodeId=PABEC_OCO_CH4AN_S4-4DOCACO

(Ord. No. 98-22, § 4, 6-16-98; Ord. No. [2015-027](#), § 1

Sec. 4-4. - **Dog and cat control.**

(a) Dogs. It shall be unlawful for any dog to be off the owner's property (which property is exclusive to the owner) unless the dog is under the restraint or control of a person by means of a leash or other device such as a cage, crate or vehicle in accordance with section 4-24, Animal care; manner of keeping. Dogs shall be exempted from the provisions of this subsection when:

- (1) Being used by law enforcement to perform law enforcement services;
- (2) Performing services as a service animal, when necessary to be off leash to perform such services;
- (3) Within a public space designated for dogs to be off-leash such as a dog park or public beach that allows dogs, provided the handler adheres to all rules instituted for such space; or
- (4) Engaged in herding, hunting, registered field trials, obedience trials or an American Kennel Club or other similarly recognized show or competition.

(b) A fine schedule for violations of this section shall be established by the Board by resolution. As a means to encourage owners to sterilize dogs, the following additional procedure has been implemented: When a first offense citation is issued to an owner of an unsterilized dog for violating paragraph (a) above, the Division is authorized to hold the citation for fifteen (15) working days, allowing time for the owner to have said dog sterilized. If proof of sterilization is presented to the Division in this time period, the citation shall not be processed through the County court system, thus waiving the citation fine for the owner. If the Division is not presented proof of sterilization within fifteen (15) working days, the citation will be processed.

(c) Any dog found off the owner's property in violation of this section may be impounded by the Division and held for possible redemption in accordance with section 4-12, Redemption and adoption.

(d) Any dog or cat that has bitten, attacked or threatened to bite or attack a human being or domestic animal while off the owner's property (which property is exclusive to the owner) may be impounded by the Division and held for possible redemption in accordance with section 4-12, Redemption and adoption. Such dog or cat may be removed from the owner's property and impounded unless confined in a humane manner within a secure building or enclosure and unable to come into contact with any person(s).

(Ord. No. 98-22, § 4, 6-16-98; Ord. No. [2015-027](#), § 1, 6-23-15)

Sec. 4-5. - **Animals creating nuisances.**

- (a) The owner having control or custody of any dog, cat or psittacine bird that:
- (1) Habitually barks, whines, howls, squawks or causes other objectionable oral noise resulting in a serious annoyance to a reasonable person, shall be deemed to be committing an act in violation of this section; or
 - (2) Disturbs the peace by habitually or repeatedly destroying, desecrating or soiling public or private property, chasing persons, livestock, cars or other vehicles, running at large, or other behavior that interferes with the reasonable use and enjoyment of the property, shall constitute a public nuisance.

Sec. 4-9. - **Animal waste.**

The owner of every dog and cat shall be responsible for the removal of any feces deposited by his/her animal on public property, public walks, public beaches, recreation areas or private property of others.

(Ord. No. 98-22, § 9, 6-1

LEASING QUESTIONNAIRE

Please Mail or Email your form to:

United Management Company

c/o Jackie Cohen: Jackie@unitedcommunity.net

111784 WEST SAMPLE ROAD Coral Springs, FL. 33065

Office 954 752-8119 Fax 954 752-3352

Renting Address _____, Boca Raton, FL 33433

Owners Name _____

Owners Address _____

Owners City, State and Zip Code _____

Owners Home Phone number _____

Owners Cell Phone number _____

Owners Work Phone number _____

Owners Email Address _____

Tenants Names(s) _____

Other Occupants of the Residence _____

Tenants Prior Address _____

Tenant's Telephone Number _____

Lease Dates _____ to _____

Will the Tenant keep pets in the Residence? _____

If yes, what type of pets? _____

Have owner informed tenant(s) that they must be in compliance with the Declaration of Covenants, By-laws, and Rules and Regulations of the Association?

Yes _____ No _____

Please attach a copy of the Lease to this Questionnaire.

Please assure, that paragraph in Section 6(d) of the VIOLATIONS/GRIEVANCES RULES AND REGULATIONS document for the La Vida Community has been included in the Lease.

I affirm that the information provided on this questionnaire is correct and complete and that the tenant has received a copy of the Declaration of Covenants, By-laws and Rules and Regulations for the La Vida Homeowner Association.

Homeowner

Date

Homeowner

Date

Tenant

Date

Tenant

Date

PARKING VIOLATION**TOWING/BOOTING PAY SCHEDULE****'ALLSTAR' Towing service fees:**

- ▶ \$150.00= 1st 6 hrs.
- ▶ After 1st 6hrs= \$25 per hr. beyond \$150.00
- ▶ Adm. Fees

'NO GO' Booting service fees:

- ▶ Flat \$90.00 removal fee

PLEASE NOTE: Auto owners are responsible for ALL service fees paid directly to respective service companies listed, not La Vida HOA or any Board members

- ALL STAR TOWING: 561 417-3337
1781 NW 1st Ct. Boca Raton, FL. 33432
- NO GO BOOTING: 561 306 2954

Exceptions to the rule:

- * (3) day driveway paint drying allowance
- * Holiday parties (Formal notice provided to Board through HOA Management Company and to neighbors impacted)



WELCOME TO AUTOMATED COLLECTION

PLEASE **DO NOT** USE THIS CART UNTIL **OCTOBER 1**



PLACE CART CURBSIDE WITH THE ARROWS POINTING TOWARD THE ROAD



**CART MUST BE 3 FEET AWAY FROM ANY OBSTRUCTION
(e.g. automobiles, mailboxes, fences, trailers, etc.)**

PLEASE PLACE ALL GARBAGE INSIDE THIS GARBAGE CART

GARBAGE OUTSIDE CART WILL NOT BE COLLECTED

IF YOU CAN FIT IT, PUT IT IN IT

THERE IS NO WEIGHT LIMIT ON THE CART

PALM BEACH COUNTY YARD WASTE GUIDELINES

Maximum 6 cubic yards per week -18' Long x 3' Wide x 3' High (limit includes canned and loose debris)
or 6 large steps long x 1 large step wide x about waist height
cubic yard formula - (L x W x H)/27 (measured in feet)

In Garbage Cans or Bags



50 Gallon Can = aprox. 1/4 cubic yard

Grass Clippings

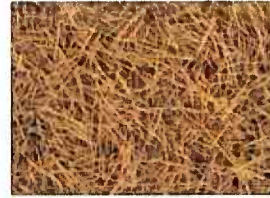


Pine Cones



Cans/Bags must weigh less than 50 lbs each when filled

Pine Needles



Small Twigs & Branches



Contact SWA
for a free Estimate
561-697-2700
\$8 per cubic
yard

Place Debris Along the Roadway



Neatly stacked Tree Branches (max 6' long – 50lbs. each) Palm Fronds (any size)



Place in Garbage Cart



Coconuts/Fruits



NO

Piles over 6 cubic yards



NO

Tree Trunks



For additional information,
visit SWA.org or call
SWA Customer Service
at 561-697-2700.

Learn more

SWA.org/YardWaste

The SWA contracts for collection service for those living in unincorporated Palm Beach County. If there are any issues with this collection, contact the SWA and we will work with the contracted hauler to resolve any concerns.

For waste collection schedules, visit SWA.org/MyPickUpDays or call the SWA.

A collection service issue or miss must be reported to the SWA no later than the end of business the day following a scheduled service day

Curbside collection service is provided from 6 a.m. to 5 p.m., Monday through Saturday. All waste must be placed at the curb by 6 a.m. on the scheduled day. Garbage is collected twice a week, and bulk items, yard waste and recycling are collected once a week.

If you can fit it, put it in it!



Garbage (2 times per week)

All garbage must be placed inside the wheeled cart provided by the contracted waste hauler.

Any garbage bags or other debris that is placed outside cart will be left and must be placed inside cart for collection on the following scheduled service day.

Place the garbage cart in front of your own home. Remember:

- The cart handles should face your house and the arrows on the lid face the street.
- The cart should be within 6 feet of the roadway, and at least 3 feet away from obstructions such as mailboxes, fire hydrants, parked cars, low-hanging tree limbs, etc.

Broken or Stolen Carts

If the collection truck causes the damage or damage is a result of normal wear, the damaged cart will be repaired or replaced at no charge.

Damage resulting from negligence or abuse by the resident will be the responsibility of the resident.

Stolen carts will be replaced at no charge to the resident.

Moving

The cart should remain at the original property and be safely stored in a secure place for the new occupant.

Holiday Collection Schedules

Waste is collected for unincorporated residents on all holidays except Thanksgiving Day and Christmas Day. There is no make-up day, but the collection days following those holidays are the only times when waste placed outside of the garbage cart will be collected.

Visit SWA.org/MyPickUpDays for schedules and to receive reminders.

Safety

To ensure the safety of waste workers and our environment, some items are never collected curbside.

They include:

- Major construction, demolition and remodeling debris
- Automotive debris, fluids or anything with a combustion engine
- Land clearing debris, including tree stumps and root balls
- Home chemicals, hazardous materials and flammable products

Disposal options for waste that cannot be collected at the curb:

- Visit SWA.org or call the SWA to receive an estimate for special collection.
- Contract any private rubbish removal service or waste hauler.
- Rent a dumpster from any permitted roll-off hauler. A list of permitted haulers is available at SWA.org.
- Transport the material directly to the SWA's Customer Convenience Drop-off Center at the North County Landfill (6330 N Jog Road, West Palm Beach, FL 33412). There will be a disposal fee and cash is required.

Residential Curbside Collection Guidelines in Unincorporated Palm Beach County



**Solid Waste Authority
of Palm Beach County**
561-697-2700
866-SWA-INFO
(866-792-4636) toll-free
ContactCIS@swa.org
SWA.org

Yard Waste (1 time per week)

Yard waste refers to debris from routine residential yard maintenance only. Debris from land clearing or tree removal is not eligible to be collected at the curb. Each week, a maximum of 6 cubic yards of yard waste is collected.

Yard Waste - cont.

based on a contract rate of \$8 per cubic yard. Once paid, the yard waste will be removed within 72 hours.

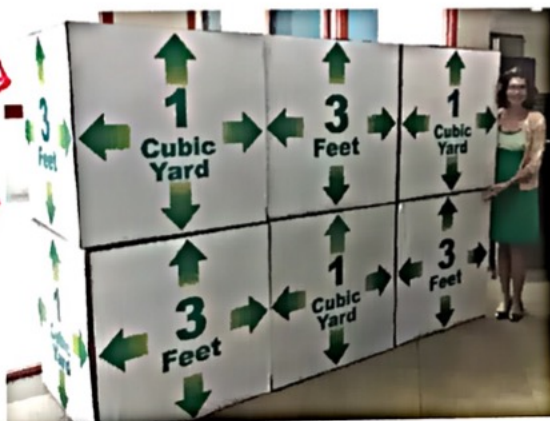
Note: Coconuts are not yard waste and must be placed in your garbage cart.

Cubic Yard Formula:
 $(\text{Length} \times \text{Width} \times \text{Height}) \div 27$
 measured in feet

To avoid service interruption:

- Make sure pile does not exceed 6 cubic yards.
- Keep it separate from other debris and free of dirt or sand.
- Place loose vegetation like leaves, tree and hedge trimmings, pine needles, etc. in a container such as a paper bag or garbage can.
- Cut branches into pieces that are no more than 6 feet long, 6 inches in diameter, and weigh no more than 50 pounds each. Palm fronds can be any length.
- Neatly stack tree branches and palm fronds in a pile that does not exceed 6 cubic yards.

Piles that exceed 6 cubic yards will not be serviced. They will be tagged and it will be the residents' responsibility to arrange for removal, either by hauling it to a permitted disposal facility, making arrangements with a private hauler, or contacting the SWA for a removal estimate



IMPORTANT
 New Yard Waste Ordinance

Palm Beach County ordinance states that yard waste piles that exceed the maximum 6 cubic yard weekly limit or those that are non-conforming to the previously listed regulations will have no portion of the pile serviced and the property owner will be responsible for its removal. Such piles will be tagged and must be removed within 30 days of original tag to avoid further action or financial penalties.

Bulk and Minor Home Repair (1 time per week)

Bulk

Bulk waste is limited to 3 items per collection day.

Place bulk items like appliances, furniture and large household items that do not fit in the cart at the curb, making sure nothing is stacked on top of water or gas meters, under low branches or utility wires, or within 3 feet of mail boxes or fire hydrants.

For safety reasons, please:

- Remove or seal doors on all appliances such as refrigerators, freezers, washer and dryers so that children cannot crawl inside and become trapped.
- Break up all mirrors, glass doors, glass table tops, pane glass, etc. and place them in the cart.

Construction Debris (C&D)

C&D from minor home repairs is limited to 2 cubic yards weekly. All such material must be containerized in containers weighing less than 50 pounds when filled, with the exception of carpeting. Carpeting must be cut to 4-foot pieces, rolled and secured into bundles weighing less than 50 pounds.

Bulk and C&D that does not meet these guidelines will not be collected. If there is more than three bulk items or 2 cubic yards of C&D, call the SWA for an estimate to have the additional items removed. It is the residents' responsibility to either modify how the C&D is set out so that it meets the guidelines, or transport the C&D to the SWA's landfill or transfer station, which does incur a disposal fee.

Recycling (1 time per week)

For information about recycling in Palm Beach County, visit SWA.org/RecycleRight or call the SWA.

The blue recycling bin gets:

- Plastic Bottles and Containers
 - Lids on; 2 gallons or less
- Cans, Food and Beverage
- Glass Bottles and Jars
 - Lids off
- Cartons, Milk and Juice
 - Lids on
- Drink Boxes
 - No pouches

The yellow recycling bin gets:

- Cardboard
 - Flattened
- Newspapers and Inserts
 - No plastic bags
- Office and School Paper
- Mail
- Magazines
- Dry Food Boxes
 - No food stains
- Paper Bags
- Cardboard Paper Rolls
- Pizza Boxes
 - No food stains

Some items cannot be recycled in either the blue or yellow bin:

- | | |
|-------------------------------------|---------------------------|
| • Plastic Bags | • Paper Plates |
| • Foam Products | • Paper Towels or Napkins |
| • Aluminum Foil or Pans | • Coat Hangers |
| • Shredded Paper | • Light Bulbs |
| • Plastic Eating Utensils or Straws | • Needles |