

# THORNHILL LAKE HOMEOWNERS ASSOCIATION, INC.

C/O Benchmark Property Management, Inc.

7932 Wiles Road, Coral Springs, Florida 33067

(954) 344-5353 Fax (954) 344-5399

## **RULES & REGULATIONS**

*Revised May 1, 2018*

The following guidelines, rules, regulations and restrictions apply to all owners, tenants and guests. Further clarification and information can be obtained by contacting Benchmark Property Management at 954-344-5353.

### **ADDITIONS** *Article 6; section 3*

No exterior modifications of any kind shall be made to any unit unless prior approval in writing has been received from the Board of Directors. Contact the management company for an Architectural Change Request form.

### **COMMON AREAS**

All recreation equipment must be stored within patio enclosures.

Holiday decorations must be removed within 10 business days after the holiday.

No unsightly articles shall be placed on patios or common elements, nor shall any linens, clothes, rugs, mops, laundry, etc., which can be viewed by others, be placed or hung outside the unit or on the fences or walls.

No personal property, including but not limited to lawn furniture, shall be stored on any grassy area where it may interfere with landscape maintenance.

No bike riding on the lawns, or through any landscaped area.

No skateboarding or skateboard ramps are permitted on the common grounds.

No tree climbing is permitted.

No swimming or fishing is permitted in the lake/pond.

### **GARBAGE AND TRASH** *Article 8; section 2*

Collection days are Wednesday and Saturday. All trash and garbage must be contained within a sealed plastic bag or covered trash can and placed beside the roadway for pickup. Trash is to be placed outside for pickup no earlier than 6:00 p.m. the evening before collection. Empty trash receptacles are to be removed from sight no later than 6:00 p.m. on collection days.

### **GENERAL RULES AND REGULATIONS**

Units shall be used and occupied only for residential and single family use. Rooms in units may not be leased.

Any damage caused to the Association property by any resident, guest or pet shall be the responsibility of the unit owner who shall be strictly liable.

No business of any kind shall be maintained, operated and permitted on the property, or any part thereof.

All unit owners are responsible for the actions of their residents, guests and any other persons residing in or visiting their unit. It shall be the responsibility of the unit owners to inform their residents and guests of the rules and regulations of the community. Fines for violations shall be levied against the unit owner.

New occupants must register with the management company before moving into Thornhill Lake.

## **LEASES AND SALES** *Article 8; section 10*

The Thornhill Lake Homeowners Association has established an Interview Process for all units to be leased or sold. All applications must be submitted, and the interview completed prior to occupancy. An application package is available from the management company. The following fees and documents must be submitted prior to the interview:

1. A non-refundable \$100 processing fee to Benchmark Property Management.
2. A copy of the proposed lease or sales agreement.
3. A completed Application for Occupancy.
4. A signed statement by the Lessee(s) or Buyer(s) that they have received and read the rules and regulations of the THORNHILL LAKE HOMEOWNERS ASSOCIATION and agree to abide by them.
5. A copy of the Warranty Deed from new owner after the closing is completed.
6. An owner must own the unit for at least two (2) year before leasing the unit.
7. A minimum credit score of 720 to rent or buy.
8. A security deposit for renters of \$1000, all or part to be refunded after the Board assesses condition of the unit at the end of the lease.
9. One leases may be entered for each twelve (12) months.
10. Renters must re-apply at the end of each twelve (12) month period.
11. A copy of the current lease must be on file with the management company.

## **LANDSCAPING** *Article 6; section 3*

The Board of Directors must approve any additions, alterations, or any change in the landscaping or appearance of the homeowner's unit.

## **MAINTENANCE**

Maintenance fees are due and payable monthly. A \$25.00 penalty will be assessed for failure to pay within ten (10) days of due date. Accounts that are 45 days in arrears will receive a letter from Benchmark Management warning the owner of the situation and arrange payment options. Accounts that are 90 days in arrears will be turned over to the Association's attorney to arrange payment options or foreclosure.

## **NUISANCES**

No loitering on the common grounds by groups of more than three after dark. No obnoxious or offensive activity or loud noise, which is an annoyance to the residents, is permitted.

## **PARKING** *Article 4; section 6 & Article 8; section 4*

NO PARKING on the grass.

Each unit has two (2) designated parking spaces. It is the responsibility of each homeowner/tenant to advise their guest(s) as to the parking rules. Do not park in someone else's parking spot unless you have permission.

Residents are limited to two (2) cars per unit (three (3) under special circumstances with Association approval). Residents shall park their two vehicles in the two parking spaces designated to them.

Occasional short-term parking on the road is allowed as long as the vehicle does not:

- Interfere with another vehicle's easy road access
- Interfere with a homeowner's easy ingress
- Interfere with a homeowner's easy egress to their driveway
- Interfere with emergency vehicle access to a unit or fire hydrant

Overnight parking on the roadway is not permitted.

No vehicle, which cannot operate on its own power, shall be permitted on the property for a period in excess of twenty-four (24) hours.

All vehicles without current license and registration remaining on the property for more than twenty-four (24) hours shall be considered abandoned and will be removed from the property at the owner's expense.

No repairs, except emergency repairs, of any vehicle shall be made on the Association property. Violators of this rule who cause damage to the Association's property shall be liable to the Association for all repair costs and the assessment of same. This includes oil spills, and any other automotive fluids such as transmission fluid, brake fluid, radiator fluid/coolant, etc. and damage to asphalt from same.

The Association and management shall not be responsible for any damage incurred as a result of any vehicle being removed from the property.

No vehicle may be stored or parked on the property displaying any signage of any kind including "FOR SALE" signage.

No commercial vehicle of any type or recreational vehicle (RV) of any type shall be parked on the property unless making a delivery or pickup or providing service to a unit. This includes boats, off road vehicles, pick-up trucks in excess of  $\frac{3}{4}$  ton rated capacity, trailers, travel vans, cargo vans, paneled vans, limousines and mobile homes. The determination of a vehicle's commercial nature or appearance shall be solely at the discretion of the Thornhill Lake Board of Directors. Factors which shall be utilized in this determination include, but are not limited to, the presence of tools or other trade materials, on, in or about the vehicle: racks or other fastening devices; commercial signage; absence of side or rear windows on vans which would indicate their proposed commercial design or usage.

No motorcycle, moped, or any other motor-powered vehicle shall be stored on patios, common elements or walkways. These vehicles must be parked on the paved parking surface within the homeowner's driveway.

Guests staying for more than one night in a guest space should place a visible note on their windshield indicating which unit they are a guest of.

The four parking spaces designated for pool parking shall be restricted as pool parking only during the posted pool hours of Dawn to Dusk. Between Dusk and Dawn, these spaces will be considered Guest Spaces.

## **PATIOS**

The repair and replacement of screen enclosures and/or patio surfaces is the responsibility of the unit owner.

No permanent alterations of any kind may be made to any patio area without prior written approval from the Association. (Contact Benchmark Property Management for ARB request form.)

It is the responsibility of the unit owner/resident to keep their screen enclosure and/or patio surface clean at all times.

No resident may store any personal property and/or make use of any patio appurtenance to his unit in an unsightly manner, nor use this area in any way that interferes with the comfort and convenience of other residents.

No flammable material may be stored or kept on any patio area, except self-contained barbecues.

## **PETS**

No more than two pets may be harbored within any unit.

Any pet breeds deemed vicious or aggressive may be banned by the Board.

No structure of any type designed to confine pets of any kind may be placed on patios or common areas.

All unit residents must provide management with proof of pet vaccination and a Palm Beach County Tag Registration for any animal harbored within their unit. Owners of animals not registered within two weeks of receiving this notification shall be subject to a \$25.00 fine for each day of violation.

Dogs must be kept on a leash at all times and walked OUTSIDE the Thornhill Lake community. If your dog defecates within the community, it is the dog owner's responsibility to remove excretions.

Cats are not permitted to roam freely outside the units.

No dogs or cats may be staked or tied on Association property.

No animal shall be permitted to be a nuisance to the community. This shall include excessive noise or threatening behavior as determined by the Board of Directors.

No resident shall allow their dog to be chained to the interior of their unit or patio in order to gain access to the lawn area.

## **POOL RULES**

1. Pool hours of operation are from dawn to dusk.
2. Glass containers are not permitted in the pool area.
3. No food or drinks are permitted in the pool or wet deck area.
4. You are required to shower before entering the pool.
5. Children who are not toilet trained are not permitted in the pool.
6. Children must wear bathing suits when in the pool. NO DIAPERS.
7. Pets are not permitted in the pool or within the pool area.
8. No one under the age of 14 years shall be permitted to use the pool or be in the pool area without adult supervision (over 21 years old).
9. Large floating devices are not permitted in the pool or in the pool area.
10. Diving is strictly prohibited.
11. Running, rowdy behavior and excessive noise is prohibited in the pool or pool area.
12. Sunbathers are required to cover the chairs while using them.
13. Patio furniture must be returned to the proper location if moved.
14. Management and the Association are not responsible for any articles lost or stolen.
15. All persons use the pool at their own risk.
16. The Association and management are not responsible for accidents or injuries.
17. The pool gate must be kept closed and locked at all times.
18. The life preserver at the pool is to be used for emergencies only.

## **SIGNS** *Article 8; section 5*

No signs of any kind, i.e., "For Sale", "For Rent", "Yard Sale" etc. are strictly prohibited from being displayed for public view. The only exception is "Open House" signs which are permitted for forty-eight (48) hour periods only.

## **SPEED LIMITS AND STOP SIGNS**

The speed limit is 15 mph within the community and must not be exceeded. All stop signs must be obeyed.

## **VIOLATIONS**

Any person(s) failing to abide by the aforementioned guidelines, rules, regulations and restrictions shall be considered in violation of the By-laws of the Association and the rules and regulations of the community. The Board of Directors and Management shall provide the Association relief for any violation for non-compliance and may bring legal action in law or in equity for all damages, the cost of which shall be assessed against the owner.