



3900 Woodlake Boulevard, Suite 309

Lake Worth, FL 33463

(561) 641-8554

www.grsmgt.com

Lucerne Lakes Homeowners Association, Inc.

4400 Lucerne Lakes Blvd., Lake Worth, FL 33467

Purchase or Lease Instructions

- ❖ **Information Survey / Affidavit to purchase or lease must be completed, signed, and notarized.**
 - There are restrictive covenants governing the use and occupancy of the properties in this community. These documents can be obtained from the GRS website: www.grsmgt.com
 - This association is an “**over 55 community**” under “The Housing for Older Persons Act of 1995 (HOPA) and regulations of the US Dept. of Housing and Urban Development (HUD).
 - After a unit has reached its 1-year moratorium on rentals, future rentals must be for a minimum of three (3) months.
 - A unit that currently has recreational privileges (Swim Club) will surrender two keys (2) to the purchaser at closing or to the lessee at occupancy. Replacement charge is \$50.
[Per our covenants: if a unit does not have recreational privileges, a purchaser by accepting the deed shall become a member and is responsible for the assessments and the prevailing entry fee of \$250. Contact the management company to attain if applicable.] With the above, the following must also be submitted
 - Copy of your contract or lease agreement
 - Copy of all driver's licenses or IDs
 - Fees, non-refundable (**either a money order or cashier's checks - no personal checks**)
 - \$150 fee payable to **Lucerne Lakes HOA**
 - \$200 fee payable to **GRS Community Management**
- ❖ **Return completed survey, fees, and copy of purchase contract or lease to**
 - **GRS COMMUNITY MANAGEMENT** the address below at 3900 Woodlake Blvd., Suite 309 Lake Worth, FL 33463
 - Once you receive notice that the survey is accepted. **The property manager from GRS Community Management will contact you in order to schedule an orientation with the board.**
 - At that time, if appropriate, the HOA will issue an Approval of Occupancy that shall be recorded along with the notarized “Information Survey / Affidavit” form.

Information Survey / Affidavit

Lucerne Lakes Homeowners Assoc., Inc. (Village I) - 4400 Lucerne Lake Blvd., Lake Worth, FL 33467

Address of Property: _____

Phone Number _____

Email Address _____

There must be at least one permanent resident 55 years or age or older.

Provide copies of proof of age for all adult residents

Acceptable forms of documentation, driver's license, birth certificate, passport, immigration card, military identification, certificate of domicile, and any other State, local, national or international official documents containing a birth date of comparable reliability.

Please list all persons who will permanently reside in our community and their dates of birth

Name – Please print _____

Birth Date _____

Any Pets? Yes _____ No _____ Number of _____ Types _____
Limit two (2) Weight limit of 40 lbs each at maturity

Number of Vehicles _____ Types of Vehicles: _____

_____(Yes /No): I have received copies of the Association's covenants and By-Laws and **fully agree to abide by the rules and regulations.** Any violation that may occur will be cause to institute any action that is deemed necessary under the Association documents to protect the interests of the community.

1. **Affiant is the Owner/Leassor** of the above unit in Lucerne Lakes HOA, Inc.
2. **Affiant agrees** and acknowledges that at least one (1) person 55 years of age or older will reside on a permanent basis in the property at all times pursuant to the Association's governing documents restrictions regarding Lucerne Lakes HOA, Inc., status under "The Housing for Older Persons Act of 1995" and HUD regulations.
3. **Affiant acknowledges** that proof of age has been provided the Association with acceptable documentation that at least one (1) person 55 or older will reside on a permanent basis in the property identified above.
4. **Affiant further states** he or she is familiar with the nature of an oath and with the penalties as provided by the Laws of the State of Florida for falsely swearing to statement in an instrument of this nature. Affidavit further certifies that he or she has read the full facts of this affidavit and understand its contents.

Continued from previous page of Information Survey / Affidavit

5. Affiant further acknowledges this unit cannot be rented until eighteen (18) months after the Closing Date. If it is rented prior to eighteen months, or if there is not a person over 55 living in the house, the buyer will pay attorney fees associated with any legal action taken by the Board to rectify the situation.

Name Address Lake Worth, FL 33467

Further Affiant Sayeth Naught

Print Name

Signature

Print Name

Signature

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged be me this ____ day of _____ 20 ____ by _____ who is personally known to me or who provided _____ as identification.

Notary Public State of Florida

(SEAL)

Printed Name of Notary

My Commission Expires: _____



LUCERNE LAKES HOMEOWNERS ASSOCIATION, INC.

REALTOR/AGENT CONTACT FORM:

IF YOU ARE USING A REAL ESTATE AGENT IN YOUR PURCHASE OR LEASE TRANSACTION REGARDING A PROPERTY IN LUCERNE LAKES HOA THEN THIS FORM MUST BE COMPLETED.

IF YOU ARE NOT USING A REAL ESTATE AGENT THEN PLEASE JUST WRITE N/A IN THE FIRST LINE OF THIS FORM.

NAME OF REALTOR (AGENT): _____

COMPANY NAME: _____

MOBILE PH#: _____

EMAIL ADDRESS: _____

Article VIII, Section 10, is stricken and replaced in its entirety as follows:

[Substantial re-wording of Article XIII - all original language is stricken and replaced with the following:]

ARTICLE VIII
SPECIFIC PROVISIONS

~~Section 10. Commercial Trucks, Trailers and Boats. In order to maintain the high standards of the subdivision with respect to residential appearance, no trucks or commercial vehicles, boats, house trailers, boat trailers or trailers of every other description, including campers or any vehicle registered RV shall be permitted to be parked or stored at any place on the Property, nor shall any motor vehicles be parked on any portion of the Property for the purpose of repairing or maintaining the same. If any such repair or maintenance is to be performed, it shall be done within garages. The prohibitions in this section shall not apply to the temporary parking of trucks and commercial vehicles for pick-up, delivery and other commercial services.~~

Section 10. Vehicles.

- (a) Vehicle shall mean any device, regardless of propulsion system employed, in, upon, or by which any person or property is or may be transported, carried or conveyed.
- (b) Restricted Vehicle shall include any of the following:
 - (1) Pickup Truck over ¾ ton load capacity – defined by the United States Department of Transportation as Class 3 and above;
 - (2) Pickup Trucks with more than two tires on the rear axle, or with more than two axles;
 - (3) Cargo Carrier;
 - (4) Trailers of any kind and including any device which connects directly to a vehicle's receiver and has one or more wheels designed to contact a road surface;
 - (5) Tractors;
 - (6) Vessels, which shall include boats, jet-skis, wave-runners, and other watercraft, including kayaks, canoes, and standup paddleboards;
 - (7) Aircraft;
 - (8) Recreational Vehicles, which shall include truck campers, motor homes of all classes, travel trailers (fifth-wheel, gooseneck or otherwise);
 - (9) Commercial Vehicles, defined as any Vehicle, other than marked law enforcement vehicles,
 - i. which contain markings, logos, signs, or other advertisement or identification of a government or commercial activity, for profit or otherwise, and/or,
 - ii. which contain or have tool boxes, equipment, tools, supplies, or otherwise, mounted, attached to or hanging from the vehicle, or protruding from within the vehicle's interior, bed, or cargo compartment, unless same would not be visible by a person six (6) feet in height standing on the crown of the road regardless of the parking orientation of the vehicle;
 - (10) Any Vehicle having permanent adaptations which materially alter the original manufacturing design of any, except that a vehicle will not be deemed a Restricted Vehicle only because it has one of the following items installed to manufacturer's specifications:
 - i. one low-profile, flush-mounted locking box in truck bed;
 - ii. tonneau-style cover;
 - iii. truck cap/topper (at cab height);
 - iv. sport/luggage rack.
 - (11) Any Vehicle which does not literally match a description or category above, but which is similar in design or appearance such that permitting its parking within the Property would not serve the high standards of the subdivision with respect to residential appearance, as determined by the Board of Directors in its sole and absolute discretion.
- (c) In order to maintain the high standards of the subdivision with respect to residential appearance:

- (1) Restricted Vehicles shall NOT be permitted to be visibly parked during evening, nighttime or early morning hours as established from time to time by the Board of Directors ("Restricted Hours") at any place within the Property;
- (2) All other Vehicles, when not in a garage, must be parked on
 - i. paved or concrete areas designated and designed specifically for vehicular parking, or,
 - ii. on the road, but not blocking nor directly across from intersections or driveways.
- (d) A Vehicle's total length may not exceed the length which will permit the Vehicle to be parked in the driveway appurtenant to the lot without encroaching on common areas.
- (e) No Vehicles shall be parked on any portion of the Property for the purpose of repairing or changing fluids in the Vehicle, unless such repair or maintenance is performed completely within garages and not during the Restricted Hours.
- (f) The prohibitions in this section shall not apply to ingress or egress within the Property and shall not apply to the temporary parking of Restricted Vehicles for emergency services and for pick-up, delivery, and other commercial services.
- (g) The provisions of this section may be enforced,
 - (1) by fining pursuant to chapter 720, Florida Statutes;
 - (2) by towing vehicles from Common Areas; and,
 - (3) by seeking any and all monetary, legal, equitable, including injunctive, or declaratory relief, available to the Association, including administrative or judicial remedies under the Florida Statutes, including chapter 720 (Homeowners Associations), chapter 86 (Declaratory Judgment Act), and the Florida Administrative Code.
- (h) The Association shall be entitled to recover from an owner and/or tenant its costs and reasonable attorney's fees, including fees those incurred pre-suit, in mediations and arbitration, and in proceedings before administrative bodies or courts, at both trial and appellate levels.
- (i) The Board of Directors, in its sole and absolute discretion and subject to the Declaration, Articles and By-Laws, may
 - (1) waive portions or all of this section for unforeseen or disaster-type events;
 - (2) establish reasonable rules, definitions, and guidelines to enforce this section, and otherwise regulate the vehicular use of walkways, roads, parking lots and other Common Areas;
 - (3) permit, upon prior written request to the Board of Directors or its designated agent, Recreational Vehicles parked for loading/unloading for periods not to exceed 48 hours.

Mail to: Stewart Norman
7210 Pineforest Circle E.
Lake Worth, FL 33467

Jun-15-2001 07:57am 01-252899
ORB 12645 Pg 914
DOROTHY H. WILKEN, CLERK PB COUNTY, FL
I HEREBY DO NOT FOR THE RECORD OF THIS DOCUMENT FOR THE COUNTY OF PALM BEACH

**AMENDING ARTICLE VIII SECTION 6
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF LUCERNE LAKES VILLAGE I**

THIS AMENDED AND RESTATED DECLARATION, made this 13th day of June 2001 by LUCERNE LAKES HOMEOWNERS ASSOCIATION, INC., A FLORIDA not for profit Corporation.

WHEREAS said declaration was previously filed and recorded in the Public Records of Palm Beach County, Florida in Book 12354 , Pages 1745 through Page 1760 inclusive.

WHEREAS in order to preserve and protect the value and desirability of the property, the Homeowners Association deems it prudent to place this Amendment of Article VIII Section 6 Titled PETS of the Declaration of Covenants, Conditions and Restrictions of record and to impose same against the Property.

ARTICLE VIII

SECTION 6. PETS. Dogs, cats or other household pets may be kept provided that neither they nor any other animals or poultry may not be kept, bred or maintained for any commercial purpose and further that dogs are kept on leashes. In addition, no animal can be allowed to roam freely within the property of the Homeowners Association, Master Association Property or the Common Area of the Association. The Association has the right to limit the size of the animals. All animals must be under 40 lbs. and if the Association cannot determine the weight of such animal the owner of said animal must provide the Association with a letter from a Veterinary stating the weight now and in the future (what that particular breed will weigh in the future) and a description of said animal. Each property within Lucerne Lakes Village I, cannot have more than two Animals.

LUCERNE LAKES HOMEOWNERS ASSOCIATION, INC.

Stewart Norman, President --Signing for the Board

Witness: Stewart Norman
State of Florida)
County of Palm Beach)

The foregoing instrument was acknowledged before me by Stewart Norman, as President of Lucerne Lakes Homeowners Association, Inc.

Sworn to and subscribed before me this 13th day
JUNE of 2001.

My Commission expires Jan 22, 05

Notary Public

Nancy G. Jenney
Commission # CC 995619
Expires Jan. 22, 2005
Bonded Thru
Worth Holding Co., Inc.