



THE ESTATES OF LAKE CLARKE SHORES HOA RULES

This document recaps commonly referenced sections of the ELCS HOA Declaration and Bylaws. Where appropriate, we have provided additional guidance to aid in day-to-day operations.

To request a copy of the actual governing documents, send an email to EstatesofLCS@gmail.com.

AMENDED DECLARATION

Sec	Article III – Uses Prohibited and Permitted
A	<ul style="list-style-type: none"> • Property is to be used for residence purposes only. Home-based businesses are permissible provided no customers regularly or routinely frequent the residence and business is properly registered with the Town of Lake Clarke Shores.¹ • Use of a Lot as a Congregant Living Facility is prohibited.²
B	<ul style="list-style-type: none"> • No building, other than a detached single family dwelling house and attached garage shall be erected on any lot. Maximum height for such dwelling is two stories. • No outbuilding, garage, tent, trailer, temporary building or recreational vehicle shall be used for permanent to temporary residential purposes.
F	<ul style="list-style-type: none"> • Sheds are allowed, provided they are installed with permission from the Town of Lake Clarke Shores using the current permitting process.
I	<ul style="list-style-type: none"> • Dogs, cats and pet birds may be kept on any Lot in reasonable numbers as pets for the pleasure and use of the occupants of said Lot, but not for any commercial use or purpose. When outdoors, dogs and cats must be leashed or in fenced-in areas and an owner must clean up after their pet. In no event shall any roosters, guinea hens, pigeons or other noisy fowl be kept for any purpose on any Lot. • Owners must remove pet waste and dispose of it in their own garbage.
J	<ul style="list-style-type: none"> • No trailers, campers, boats, trucks, or commercial vehicles³ shall be kept or stored on any Lot, except within an enclosed garage or adequately screened from view from the Street and behind the front Building Setback lines for more than 24 hours. • Overnight parking in the Common Areas is prohibited. Occasional exceptions may be requested by sending an email to EstatesofLCS@gmail.com.⁴ • The parking and storage of automobiles except upon paved driveway or specifically designated parking areas is prohibited. Pavers placed for the purpose of additional parking are acceptable as a specifically designated parking area on one's property. • Unregistered vehicles must be stored in Owner's garage.
K	<ul style="list-style-type: none"> • No Lot lawn or landscaping shall be allowed to grow up in an unsightly condition nor shall any Lot be used as a junkyard or for storage of inoperative vehicles. • Per the Town of Lake Clarke Shores ordinances, the definition of grass includes artificial grass. The ELCS HOA accepts this definition and places no restriction against artificial grass, provided it is not allowed to exist in an unsightly condition.
M	<ul style="list-style-type: none"> • No garbage receptacles or containers shall be permitted on any Lot except containers meeting the sanitary requirements, if any, of the County of Palm Beach, Florida and Town of Lake Clarke Shores. • Owners must follow Town of Lake Clarke Shores Solid Waste Services, as outlined on the Town's website at https://www.townoflcs.com/solid-waste-services.
T	<ul style="list-style-type: none"> • All leases and/or rentals must be approved by the HOA, and no lease shall be for a period of less than six (6) months. • The HOA's approval process is pending. However, Owners must register rental and lease properties with the town of Lake Clarke Shores by October 1 of each year.⁵



Sec	Article V – Setbacks and Free Spaces of Buildings
D	<ul style="list-style-type: none"> Swimming pool installations must be approved by the Town of Lake Clarke Shores through the town’s online permitting process.
Sec	Article VI – Area Improvements and Construction Materials, Off-Site Parking
B	<ul style="list-style-type: none"> All roofing construction must be pre-approved by submitting an Architectural Improvement Form, which can be requested at EstatesofLCS@gmail.com. Acceptable material includes asphalt shingles, cement tiles, and metal panels. Roofing projects must also be approved by the Town of Lake Clarke Shores through the town’s online permitting process.
D	<ul style="list-style-type: none"> Owners are expected to help preserve neighborhood property values: <ul style="list-style-type: none"> Exterior walls and roofing must be clean and maintained in good condition. Driveways must be periodically pressure cleaned and/or painted. Landscaping must be free of weeds and dead grass. Live trees must be pruned, and dead trees must be removed. Exterior paint colors must be pre-approved by the Architectural and Landscape Review Committee IF the new color is substantially different from the existing color. New exterior housing colors must conform with existing home colors. Neutral colors, light pastels, and light earthtones are acceptable. Bright colors, neon colors, and overly bold colors are not. New chain-link fencing is strictly prohibited. Existing chain-link fencing is allowed, provided it is maintained in good condition.
Sec	Article IX – Signs
	<ul style="list-style-type: none"> No signs or other advertising devices shall be erected, posted, pasted, displayed or permitted upon or about any part of said property, except one sign of not more than five (5) square feet in area advertising the property for sale or rent. No political signage of any kind is permitted no matter where it may be placed on a lot or a residence if visible from the street, another Lot, or the common area. Celebratory and seasonal decorations are permitted, but they must be removed at the end of the occasion referenced by the display. Flag displays must follow local and state ordinances.
Sec	Article XIII – Membership in Homeowners Association
	<ul style="list-style-type: none"> Effective April 2, 2025, Lots may not be owned by a corporation, limited liability company, land trust, or any other similar entity, aside from a revocable living trust set up and utilized by the occupant(s) of the Lot for traditional estate planning purposes. Ownership prior to the passing of this amendment is exempted.
Sec	Article XIV – Powers and Duties of the Corporation and the Exercise Thereof
	<ul style="list-style-type: none"> The HOA shall have all powers granted by law and the governing documents. The HOA Board shall exercise powers, which include but are not limited to the powers to: <ul style="list-style-type: none"> Levy and collect general, special, and individual assessments. Expend monies collected for the purpose of paying HOA expenses and purchasing equipment, supplies and materials required in the maintenance, repair, replacement, operation and management of HOA Property. Contract for the management of the HOA. Make reasonable rules and regulations and inform members of any changes. Enforce by any legal means, the provisions of the Articles of Incorporation, the Bylaws, the Declaration and the regulations promulgated by the HOA. Collect delinquent Assessments by suit or otherwise.



Sec	Article XVI – Assessments and Liens⁶
A	<ul style="list-style-type: none"> The Board shall fix and determine, from time to time, the sums necessary and adequate for the expenses of the HOA.
B	<ul style="list-style-type: none"> Expenses shall include operation, maintenance, repair, and replacement of HOA property, utilities, the cost of carrying out the powers and duties of the HOA, and any other expenses designated from time to time by the Board. Funds for the payment of expenses shall be assessed against the Lot Owners equally. Special assessments shall be levied in the same manner.
C	<ul style="list-style-type: none"> The Board shall adopt an annual budget that includes the estimated funds required to cover current expenses. Copies of the budget and proposed assessments must be made available to each member before December 31st of the preceding year.
E	<ul style="list-style-type: none"> Each Lot is subject to a lien and permanent charge in favor of the HOA for annual Assessments or charges. The lien shall only be subordinate to a mortgage given to an Institutional Mortgagee.
F	<ul style="list-style-type: none"> The HOA will charge a \$25 late fee for any payment not received within 15 days of the payment due date. Victory Accounting will charge a \$25 processing fee to notify an owner by mail if payment is not received within 30 days of the payment due date. Payments not received within 30 days of the late notice date will be referred to SJW Law Group to initiate the collections process outlined in Article XVI.
H	<ul style="list-style-type: none"> Owners who take title to a Lot after April 2, 2025, shall pay the HOA an amount equal to two months of the regular annual Assessment. This payment shall be in addition to regular quarterly assessments and any special assessment obligations. Conveyances made by a Lot Owner to immediate family members, between co-Lot Owners, or to a trustee or Lot Owner's spouse without a change in occupancy, solely for estate planning or tax purposes, and conveyances of title pursuant to a final judgment of foreclosure or deed in lieu of foreclosure are exempt from this expense.
Sec	Article XVII – Arbitration
	<ul style="list-style-type: none"> The HOA no longer requires that dispute resolution be handled through arbitration.
Sec	Article XXII – Easements and Property Rights in the Common Property⁶
	<ul style="list-style-type: none"> ELCS HOA easements are shown on the recorded subdivision plats of the Property: https://erec.mypalmbeachclerk.com/search (Plat Book 45, Pages 189 & 190) Easements are hereby reserved throughout the Property by the HOA for its use and the use of its agents, employees, licensees and invitees, for all purposes in connection with the maintenance of the Property. Within these easement areas, no structure, planting or other material shall be placed or permitted to remain, unless installed and/or approved by the HOA. Existing fences, structures, or plants in violation of Article XXII may remain in place as long as they do not interfere with the HOA's ability to conduct operations and maintain the Common Areas. Any repairs or replacements to existing fences, structures, or plants affected by Article XXII must be pre-approved by the Architectural and Landscape Review Committee and must reflect alterations designed to correct any violation. Tennis and pickle ball courts must be used solely for those sports. Owners must abide by the rules posted on the gate. Owners will be charged for willful damage.



AMENDED BYLAWS

Sec	Article II – Member’s Meeting
A	<ul style="list-style-type: none"> The annual membership meeting shall be held on the third Thursday in October of each year at a location to be designated in the Notice of Annual Meeting.
D	<ul style="list-style-type: none"> A quorum at members' meetings shall consist of persons entitled to cast thirty percent (30%) of the votes of the entire membership.
E	<ul style="list-style-type: none"> If a lot is owned by one person, the person’s right to vote shall be established by the record title. If any lot is owned by more than one person, the person entitled to cast the vote shall be the owner who signs the attendance sheet or proxy form.
Sec	Article III – Directors
B	<ul style="list-style-type: none"> Nominations for the Board of Directors must be submitted to the nominating committee and accepted by the nominee not less than thirty (30) days prior to the annual meeting. No nominations will be accepted from the floor during the meeting.
Sec	Article VIII – Duties of the Architectural and Landscape Review Committee
A	<ul style="list-style-type: none"> The A.L.R. shall provide for a systematic and uniform review of all proposed improvements and construction in accordance with the Declaration.
B	<ul style="list-style-type: none"> All exterior improvements to the building, outbuilding, garage, fences, wall or other structure must be pre-approved by the A.L.R. BEFORE beginning the Town of Lake Clarke Shores online permitting process. <ul style="list-style-type: none"> Contact the HOA board via email to request an architectural change form. Refer to notes in the Declaration sections above for guidance on prohibitions, restrictions, and generally accepted improvements.
Sec	Article X – Compliance and Default
B	<ul style="list-style-type: none"> Violation. In the event of a violation (other than non-payment of assessments) by any lot owner of any provision of the governing documents, the Board of Directors may notify the lot owner of said breach. If the violation continues for a period of thirty (30) days from the notification date, the Board shall have the right to treat the violation as an intentional, inexcusable and material breach and may take action.⁶ Costs and Attorneys’ Fees. In any proceeding arising because of an alleged default by a lot owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney’s fees as may be determined by the court. No Waiver of Rights. Failure of the HOA or of a lot owner to enforce any right, provision, covenant or condition which may be granted by the plat or by any other valid restrictive covenant shall not constitute a waiver of the right of the HOA or lot owner to enforce such right, provision, covenant, or condition in the future.
Sec	Article XV – Amendment of Bylaws
B	<ul style="list-style-type: none"> A Resolution adopting a proposed amendment may be proposed by either the Board of Directors or by the members of the HOA. Approvals must reflect at least seventy-five (75%) of the Board of Directors, and a majority of the HOA membership.



Footnotes

¹ Existing business operations that violate the 'No Business' clause may be grandfathered in, provided Owners submit proof of proper registration with the Town of Lake Clarke Shores that predates the April 2, 2025 amendments.

² The term "Congregant Living Facility" is defined as assisted living facilities, sober homes, drug treatment facilities, extended congregant care facilities, transitional living facilities, community residential homes, community transitional residences, rehabilitative home care services, boarding home, or home for the aged or any other residential structure, whether or not operated for profit, care, housing, food service, and one or more personal services for persons not related to the owner or administrator by blood or marriage which shall include "domestic partnerships" as well as "civil unions". In addition, this term shall include other residential uses, such as dormitories, group homes with a central dining facility, and similar bed-based uses.

³ Commercial vehicles are defined by Fla. Stat. §320.01(25) which is a vehicle which uses special fuel or motor fuel on highways and is 26,001 pounds in weight or more or has three or more axels regardless of weight. Exception involves motor sport transport vehicles are not commercial vehicles.

⁴ Overnight parking is defined as the hours between 9:00 PM and 6:00 AM. Violators will be towed by A&L Towing at the request of a board member. When an exception is requested via email at EstatesofLCS@gmail.com, the Board will respond by sending a form to be placed on the dashboard.

⁵ Lake Clarke Shores Ordinances, Section 26-333: Rental Dwelling Unit Registration Required:
a) The owner of any rental dwelling unit located within the town shall register such unit with the town by October 1 of each year. b) A rental dwelling unit shall not be leased, rented or sublet without being registered. c) Failure to register a rental dwelling unit shall be subject to penalties as provided herein including, but not limited to, code enforcement proceedings as provided in Chapter 2, Article IV....

⁶ Refer to the governing documents to read language from these sections in their entirety.