

LAKESIDE OF CHARLOTTE COUNTY CONDOMINIUM ASSOCIATION, INC.

RULES AND REGULATIONS

1. AUTHORITY

- A. All unit owners in addition to any other obligation, duty, right and limitation imposed upon them by this Declaration, the Articles of Incorporation and the By-Laws of the Association and the Condominium Act shall be subject to and agree to abide by the following restrictive covenants, which shall be applicable to all unit owners, their families, guests, invitees, tenants and lessees.
- B. These Rules and Regulations will be reviewed periodically by the Board of Lakeside of Charlotte County Condominium Association, Inc., and amended as necessary to better serve the membership.

2. ENFORCEMENT

- A. Complaints should be reported, in writing, to the Board or to an Officer of the Association.
- B. Minor infractions will be called to the attention of the person or persons involved by an Officer of the Association. Repeated infractions and violations of a more serious nature will be referred to the Board for action.
- C. Disagreements concerning complaints will be presented to the Board for adjudicated and appropriate action, with enforcement by civil legal process, if necessary.

3. SINGLE FAMILY RESIDENCE/CHILDREN

- A. No unit shall be used for any purpose other than a single-family residence or dwelling.
- B. There are no restrictions with regard to children in residency, except children will conduct themselves in accordance with the rules and regulations under parental or guardian supervision.
- C. Any child under the age of fourteen (14) years must be accompanied by an adult while at the pool.

4. BICYCLE/MOTORCYCLES

- A. Bicycles and other similar vehicles may be operated on the premises, but must be kept in assigned area when not in use. Bicycles may not be kept on entry porches.
- B. Motorcycles are not to be operated or parked on the premises.

5. DESTRUCTION OF PROPERTY

- A. Owners will be responsible for destruction, damage, or defacement of buildings, facilities and equipment caused through their own act(s) and/or the acts of their lessees or guests.
- B. Unit owners, their families, guests, invitees or lessees shall be liable to the Association for defacing, marring or otherwise causing damage to the common elements or limited common elements where the repair of said damage is the obligation of the Association.

6. SIGNS

- A. No unit owner shall cause any signs of any nature whatsoever to be posted or affixed to any of the common elements, limited common elements or in their respective unit if such sign may be seen from any portion of the common elements, except for name plates which shall be uniform in size and design and approved by the Board of Directors. No unit owner other than the developer may display models.

7. SAFETY

- A. No one shall permit any activity or keep anything in a condominium unit, storage area or the common elements which would be a fire or health hazard or in any way tend to increase insurance rates. This section has particular reference to barbequing outdoors.

8. EXTERIOR APPEARANCES

To maintain a uniform and pleasing appearance of the exterior of the buildings, the following shall apply:

- A. No owner, tenant or other occupant of a condominium unit may paint or otherwise change the appearance of any exterior wall, door, window, balcony or any exterior surface.
- B. No occupant may place any sunscreen, blind, storm shutter or awning on any balcony or exterior opening without first securing written approval of the Board prior to installation. No occupant may erect any exterior lights or signs, place any signs or symbols in windows, erect or attach any structures or fixtures within the common elements.
- C. Occupants are not to erect, construct or maintain any wire devices, antennas or other equipment or structures on the exteriors of the buildings or on or in any of the common elements except with the written consent of the Board of the Association.
- D. No clothing, bedding or other similar items shall be dried or aired in any outdoor area or within the unit or any limited common element if same can be seen from the common elements.
- E. No draperies, shades, awnings or the like shall be used except as shall have been installed or approved by the governing Board and no signs of any kind shall be placed in or on windows, doors, terraces, facades or other exterior surfaces of the buildings. All draperies visible from the exterior of the building shall be of white or off-white color or shall have white or off-white linings.

9. INTERIOR APPEARANCES

- A. All unit owners shall keep and maintain the interior of their respective units in good condition and repair including the entire air conditioning system (compressor, ducts, vents, etc.) servicing the respective owner's unit whether inside or outside the owner's unit and shall promptly pay for all utilities which are separately metered to the unit. The courtyards, rear balconies and screened porches shall be kept in a clean and sightly manner by the unit owners having the right of exclusive use thereof.
- B. No occupant may make any structural additions or alterations (except the erection or removal of non-support carrying interior partitions wholly within the unit) to any unit or to the common elements or any of the foregoing without prior written consent of the Board.

10. SOLICITATION

- A. There shall be no solicitation by any person anywhere in the buildings or the common elements for any cause whatsoever unless invited by the unit owner to be solicited or specifically authorized by the Board.

11. NOISE

- A. All occupants shall exercise extreme care about making noises or the use of musical instruments, radios, televisions and amplifiers that may tend to disturb other occupants. Designated 'quiet' hours are 11:00PM to 9:00AM.

12. PETS

- A. Unit owners shall be permitted to keep domestic animals only if such animals do not disturb or annoy other unit owners and weigh less than 25 pounds. Unit owners keeping domestic animals shall abide by municipal sanitary regulations and shall be responsible for any inconvenience or damage caused by such animals. All dogs and cats shall be kept on leashes when not confined to the owner's unit and will be walked only in areas designated from time to time by the Board of Directors for such purposes.
- B. If in the sole judgment of the Board, it is determined that a pet is causing excessive disturbance and annoyance to other occupants, the owner will be asked to dispose of the pet.
- C. Lessees or guests of owners will not be permitted to bring pets on the premises.
- D. Pets will not be allowed in the swimming pool area.

13. LEASING

- A. Unit owners may not rent or lease their unit for less than four (4) weeks to any one tenant. Copies of all rent and lease agreements must be made available to the Board for its records prior to occupancy by the tenant(s). All leases of units must be in writing. A unit owner may lease only his entire unit and then only in accordance with the provisions of this Section after receiving the approval of the Association. For purposes hereof, occupancy of a unit by person or persons in the absence of the owner, except for the spouse or immediate family member of the owner or spouse of the owner in excess of twenty-one days, shall be treated as a lease.
Only natural persons may lease units for single family residential purposes defined as follows:
Occupancy by a single housekeeping unit composed of one (1) person; two (2) people no matter how related; or three (3) or more persons all of whom are related to each other by blood, marriage, legal adoption or acting as guardian, legal custodian or legal designee of a parent for a minor child residing within the unit, it being the intention of this provision to prohibit occupancy of a unit by three (3) or more unrelated adults while clarifying that nothing herein shall be applied or construed to permit discrimination based upon familial status, handicap or other protected classifications under Fair Housing Laws.

Procedures regarding leasing are as follows:

1. Notice by the Unit Owner.

An owner intending to lease their unit or renew or extend a lease shall give to the Board of Directors or its designee, written notice of such intention thirty (30) days prior to the proposed transaction, the application fee, together with the name and address of the proposed tenant, an executed copy of the proposed lease and such other information as may be reasonably required.

2. Tenant Applicants

Application for permission to lease shall be made on application forms available from the Association to include provisions authorizing credit, criminal and past tenancy investigation checks. The tenant applicant shall pay to the Association a transfer fee, up to the amount allowed by law, to cover the investigative checks. (Attachment 1)

3. Approval

After the required notice, payment of the application fee and all investigation checks, information or appearances requested have been provided, the Board shall approve or disapprove the proposed tenant within the thirty (30) day time period. If the Board neither approves or disapproves within the time stated above, such failure to act shall be deemed the equivalent of approval and on demand from the tenant, the Board shall issue a written letter of approval to the tenant.

4. Disapproval

A proposed tenant may be disapproved by the Board for cause if investigative results do not meet the required minimum criteria promulgated from time to time by the Board of Directors or are otherwise unsatisfactory. The minimum criteria shall include the following:

- a) The owner is delinquent in the payment of assessments at the time the application is considered.
- b) The owner has a history of leasing his unit to troublesome tenants and/or refusing to control and accept responsibility for the occupancy of their unit.
- c) The application on its face appears to indicate that the person seeking approval intends to conduct himself in a manner inconsistent with applicable covenants and restrictions.
- d) The prospective tenant has been convicted of a felony involving violence to persons or property or a felony demonstrating dishonesty or moral turpitude.
- e) The prospective tenant has a history of conduct which evidences disregard for the rights and property of others.
- f) In the case of renewal, the tenant has during previous occupancy evidenced an attitude of disregard for applicable covenants and restrictions.
- g) The prospective tenant gives false information or incomplete information to the Association as part of the application procedure.

5. Assessments

The legal responsibility for paying Association assessments shall not be delegated to or become the responsibility of the tenant, except as provided in Florida Statute 718.116 as same may be amended from time to time.

6. Failure to Give Notice or Obtain Approval

If proper notice is not given, the Board may approve or disapprove the tenant. Any lease entered into without approval may, at the option of the Board, be treated as nullity and the Board shall have the power to evict the tenant with 30 days notice without securing consent to such eviction from the owner or owner's agent.

7. Disapproval Notice

Notice of disapproval of the tenant shall be sent or delivered to the owner and owner agent presenting the proposed intent to lease.

8. Board Delegation

The Board may, by resolution, delegate approval powers to an ad hoc committee which shall consist of at least two (2) Board members, two (2) Association members and the Manager.

9. Regulation by Association

All of the provisions of the document and the rules and regulations of the Association shall be applicable and enforceable against any person occupying a living unit as a tenant or guest to the same extent as against the owner. A covenant on the part of each occupant to abide by the rules and regulations of the Association and the provisions of the documents designating the Association as the owner's agent with the authority to terminate any lease agreement and evict the tenant(s) in the event of breach of such covenant shall be deemed to be included in every lease agreement whether oral or written and whether specifically expressed in such agreement or not. The Board may require the use of a lease addendum to incorporate the terms of this paragraph into any lease approved by the Board.
(13. Leasing A. 9. Regulation by Association cont.)

The unit owners shall have a duty to bring his or her tenant's conduct into compliance with this Declaration or the Rules and Regulations by whatever action is necessary including without limitation the institution of eviction proceedings, without notice to cure, where legally permissible. If the unit owner fails to bring the conduct of the tenant into compliance, the Association shall then have the authority to act as agent of the owner to undertake whatever action is necessary to abate the tenant's non-compliance including without limitation the right to institute an action for eviction against the tenant in the name of the Association. The Association shall have the right to recover any costs or fees, including attorney's fees, from the unit owner which shall be secured by assessment and lien in the same manner as common expense charges.

14. OCCUPANCY

- A. No owner, lessee or other occupant of a condominium unit shall use the unit for other than single family residence purposes except for model apartments maintained by the Developer in accordance with the Declaration of the Condominium.

15. SWIMMING POOL

- A. Owners, their families, lessees and guests using the swimming pool do so at their own risk. The swimming pool is for the occasional use of guests; abuses subject to action by the Board.
- B. Persons using the swimming pool are requested to read and obey the posted rules for use of the swimming pool and deck area.
- C. Glass containers are prohibited in the swimming pool area.
- D. No pets of any kind are permitted in the swimming pool or pool area. Owners will be held responsible for any damages or repairs necessary.
- E. Any child under the age of fourteen (14) years must be accompanied by an adult while at the pool.

16. GARBAGE/REFUSE

- A. All garbage and refuse from the units shall be deposited with care in garbage containers intended for such purpose only at such times and in such manner as the Board will direct. All disposals shall be used in accordance with instructions given to the owners by the Directors. Refuse, newspapers and bagged garbage shall be deposited only in areas provided for such purpose.

17. VISITORS

- A. The unit owners, their guests and invitees agree to use the common elements only in accordance with such reasonable rules and regulations as are promulgated from time to time by the Directors of the Association for the use thereof.

18. ACCESS

- A. The Association will retain a pass key to the premises. No unit owner shall alter any lock or install a new lock or a knocker on any door without the written consent of the Board. In the event such consent is given, the unit owner shall provide the Association with a key for the use of the Association pursuant to its statutory right to access the premises.

19. FACILITIES/GENERAL

- A. The facilities of the condominium are for the exclusive use of members of the Association, lessees, their house guests and guests accompanied by a member or lessee. No guest or relative of a member or lessee may use the facilities unless in actual residence or accompanied by a member or lessee.
- B. These rules and regulations shall apply equally to owners, their families, guests and lessees.

20. PENALTIES AND FINES

- A. Pursuant to section 4 of the By-Laws, the Association shall have, through its Board of Directors, the right to assess fines and penalties for the violation of these Rules and Regulations.

21. FOOD AND BEVERAGES

- A. Food and beverages may be consumed in the common elements at the personal discretion of the owners.
- B. Owners are responsible for leaving the common elements used in clean condition. Frequent violators may have this privilege revoked by the Board.
- C. Outdoor cooking is restricted to areas designated for that purpose and located on the ground level.
- D. No glass containers may be used in the common elements.

22. VEHICLES AND PARKING

- A. No commercial vehicles (except during the period of approved construction), campers, mobile homes, motor homes, boats, house trailers, boat trailers or trailers of every other description shall be permitted to be parked or to be stored at any place on the common elements. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles such as for pickup, delivery and other commercial services. Automobiles shall be parked only in the parking spaces established for such purpose. Inoperable vehicles are not permitted to be stored or parked on the common elements. If the vehicle is not removed within seventy two (72) hours of notice to the owner, said vehicle will be removed at the owner's expense. Pickup trucks are allowed but must be within the Association's Guidelines. (Attachment 2)

23. 16 ACRE RECREATIONAL LAKESIDE

- A. No gasoline powered engines may be operated on the lake.
- B. Any child under the age of fourteen (14) years must be accompanied by an adult while operating a boat of any kind on the lake and/or swimming in the lake.

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