



## SCHEDULE "A" TO BY-LAWS - RULES AND REGULATIONS

The following Rules and Regulations supplement those contained in the Declaration of Condominium for Lakeside, a condominium (the "Declaration"). They are applicable to all occupants of Units, as well as to Unit Owners.

1. **Antennae.** No exterior antennae shall be permitted on the Condominium Property, provided that Lakeside Association, (the "Board of Directors") shall have the right (but not the obligation) to install and maintain towers, antennae, digital satellite services, radio and television lines and security systems, as well as communications systems in accordance with the term of the Declaration.
2. **Architectural Modification.** **The Unit Owner shall submit a detailed construction plan of the proposed improvements by means of the modifications, alterations, and additions Form to the Association. No exterior architectural modifications shall be allowed.** The construction plan shall include the following:
  - (a) Plans and Specifications for all work to be performed.
  - (b) Anticipated commencement date.
  - (c) Anticipated completion date.
  - (d) Anticipated delivery schedule.
  - (e) If necessary, engineering report confirming reviews of structural load capacity.
  - (f) List of all contractors, sub-contractors with supervisory personnel and contact telephone numbers.
  - (g) Licenses & Certificates of insurance meeting the insurance guidelines established by the Association.
  - (h) Buildings permit application as required by local governing authorities.
  - (i) Application form provided by the Association.
  - (j) All contractors must provide evidence of workman compensation insurance. No workman compensation exemption will be accepted.

**Contractors are responsible for the cleaning off all common ground areas daily and for disposal of all Debris and garbage, which cannot be put in the Associations' building dumpsters. No exterior architectural modifications shall be allowed. Contractors are not permitted to use the residential lobby cart and must inform the office if elevator pads need to be installed. All construction work must be done between the hours of 8:00 am and 5:00 pm on Monday through Friday and Saturday between 10:00 am and 5:00 pm ONLY. No such work shall be done on Sundays and holidays.**

Upon review of the information submitted to the Association's Architectural Review Committee, the Owners will be notified in writing within 30 working days of receipt of a completed application and items(a) – (i) of paragraph 2 above whether the request has been approved or denied. **Unit owner may not install hardwood floor covering or tiles without explicit written approval from Board – soundproof deadening material must be installed and submitted for Board review and approval.**

3. **Association Employees.** Employees of the Association are not to be engaged by Unit Owners for personal errands which are not within the scope of the applicable employee's duties. The Board of Directors, through an employed manager or through a management company engaged by the Association, if any, shall be solely responsible for directing and supervising the Association's employees.
4. **Boats, Jet-Skis, Trailers, and Commercial Vehicles.** No boats, boat trailers, jet-skis or commercial vehicles shall be permitted to be parked overnight or stored at the condominium, without the prior written consent of the Board of Directors.
5. **Children.** No Children under 16 years of age are allowed in pool or pool area without adult supervision.

6. **Cleanliness.** Unit Owners shall not allow anything to be thrown or to fall from doors or patios. No sweeping, or other substances, shall be permitted to escape to the exterior of the building from the doors or patios. Garbage cans, laundry, dry cleaning, supplies or other articles shall not be placed on porch patios. **Unit owners or occupants shall clean up any trash incident that has fallen or spilled on any of the common areas.**
7. **Compliance by Unit Owners.** Every Unit Owner and occupant shall comply with these Rules & Regulations as set forth herein, any and all rules and regulations which from time to time may be adopted and the provisions of the Declaration, By-Laws, and Articles of Incorporation of the Association (all as amended from time to time) to the extent applicable. Failure of a Unit Owner or tenant, or occupant to comply shall be grounds for legal action which may include, without limitation, an action to recover sums due for damages, an action for injunctive relief, and any combination of such actions not excluding eviction.
8. **Private Parties.** Any private party at the Clubhouse must be authorized in writing by the Association. Should a private party in the Club House overflow onto the pool deck, the host will be required at booking time to sign a waiver (hold the Association harmless). Further, a private party in the Club House or Pool area does not exclude regular Unit owners to enjoy the pool at the other end. A refundable deposit fee of \$150 will be required and will be refunded if the premises are left in excellent condition.
9. **Food and Beverages.** No glass containers or breakable dishes may be used at the pool deck. Alcoholic beverages may not be consumed at the Pool Area except as specifically permitted by the Board of Directors as mentioned in Paragraph 8.
10. **Destruction or Theft of Property.** Neither Unit owners, their family, guests, invitees, nor employees shall mark, damage, destroy, deface, engrave, remove, or willingly take any Condominium property, including other resident's belongings or deliveries. Unit Owners shall be financially responsible for any such damage or theft.
11. **Door Locks.** Unit Owners must abide by right of entry into Units in emergencies. In case of any emergency originating in or threatening any Unit, regardless of whether the Unit Owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or the building manager, shall have the right to enter such Unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate. To facilitate entry in the event of any such emergency, the Unit owner of each Unit under the control of the Association shall deposit a key to such Unit with the Association. If a Unit Owner does not provide a key, the Association shall have the right to break the lock in the event of any such emergency. The manager may have a master key to fit the door lock to all Units. The Owner shall be required to deposit a spare key, with the manager, to any and all unit locks. If a Unit Owner wants additional locks as additional security, said Unit Owner must first request the approval of the Association for same. In the event the Association's approval is obtained, then the Unit Owner shall deposit with the Association a duplicate key for each such additional lock for use in emergencies.
12. **Exterior Appearance.** To maintain a uniform and pleasing appearance of the exterior of the Condominium building, no awnings, canopy, screens, air conditioning unit, glass enclosures, or other projections shall be attached to, hung, displayed, or placed upon the porches, outside walls, doors, windows or to the patio, roof or other portions of the building or on the Common Elements, other than items originally installed by the Developer. This prohibition against projections includes, without limitation, any type of screen or umbrella and any outdoor TV, cable, satellite, or radio antennae, to the extent permitted by law. No exterior lighting shall be permitted on the walls or ceilings of any patio without the prior written approval of the Association. Patios shall not be used for the storage of any items including, but not limited to, bicycles, barbecue grills, and exercise equipment as provided by State law.
13. **Facilities.** The facilities of the Condominium governed by the Association are for the exclusive use of Association members and their immediate families, tenants, and guests. All guests must be accompanied by a Unit Owner or tenant when using facilities of the Condominium. **Hours of operation for the Clubhouse, Pool and Spa are from dawn to dusk (Sunrise to Sunset).** **All pool rafts, blowups and toys must be removed from pool area every day and cannot be left overnight.** Hours of operation for the Gym are from 6 am to midnight. All gym equipment must be sanitized after each use with spray cleaner and paper towels. **No Pets are allowed in the Clubhouse, Gym and on the Pool Deck.**

- 14. Fines.** In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his/her family, guests, invitees, lessees or employees, in an amount not to exceed that allowed by the Condominium Act. These fines may be amended from time to time, to comply with any covenant, restriction, rule, or regulation herein or in the Declaration, or Articles of Incorporation or By-Laws provided the following procedures are adhered to:
- (a) **Notice:** The Association shall notify the Owner or occupant of the reported or alleged infraction or infractions. Included in the notice shall be a statement of the provisions of the Declaration of condominium, Association By-Laws, or Association Rules, which have been allegedly violated, a statement of the matters asserted by the Association, and a statement of the date and time and place of the next Board of Directors meeting at which time the Owner or occupant shall present reasons why a fine should not be imposed. The Owner or occupant may be represented by counsel, shall have an opportunity to respond, to present evidence, to provide written and oral argument on all issues involved, and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association.
  - (b) **Hearing:** The non-compliance shall be presented to a committee of other Unit Owners (“Unit Owners Committee”) appointed by the Board of Directors for such purpose, after which the Unit Owner Committee shall hear reasons why a fine should not be imposed. A written decision of the Unit Owner Committee shall be submitted to the Owner or occupant by not later than fourteen (14) days after the Unit Owners Committee meeting.
  - (c) **Amount:** The Board of Directors may impose a fine against the applicable person in such amount as may be permitted by the Association’s By-Laws and by law.
  - (d) **Committee Approval:** If the Unit Owner Committee does not agree with the fine, the fine may not be levied. No Board Member or spouse shall be part of such committee.
  - (e) **Payment of Fines:** Fines shall be paid not later than thirty (30) days after notice of the imposition thereof.
  - (f) **Application of Fines:** All monies received from fines shall be allocated as directed by the Board of Directors.
  - (g) **Infractions:** Each day an infraction or violation occurs after the applicable party has received notice thereof shall be deemed to be a new infraction or violation.
  - (h) **Non-Exclusive Remedy:** These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.
- 15. Flammables.** No flammable, combustible or explosive fluids, chemicals or other substances may be kept in Any Unit, the Common elements, or patios. No fires, barbecue grills, hibachis, or cooking devices or other devices which emit smoke or dust shall be allowed on any patio. Barbecue grills may be used outside of the patio enclosure in compliance with State regulated distances from the building.
- 16. Hardship Relief.** The Board of Directors shall have the power, but not the obligation, to grant relief to one or more Unit Owners under the particular circumstances involved from the provisions of specific restrictions contained in these rules and regulations upon written request and for good cause shown in the sole opinion of the Board.
- 17. Hurricane Preparation.** Each Unit Owner who plans to be absent from his/her Unit during the hurricane season must prepare his/her Unit prior to departure by:
- (a) Removing all items from his/her patio.
  - (b) Designating a responsible firm or individual to care for his/her Unit during his/her absence in the event that the Unit should suffer hurricane damage. Each Unit Owner shall furnish the manager with the name of such firm or individual. Unit Owners shall not install hurricane or storm shutters without the prior approval of the Association. Hurricane or storm shutters shall only be closed during a hurricane or severe storm warning and must be open at all other times. The Board of Directors shall have the right to

adopt additional rules and regulations regarding hurricane shutters including, but not limited to, rules and regulations regarding design, color, location and use thereof. The installation, replacement and maintenance of such hurricane shutters in accordance with this paragraph shall not be deemed to be a material alteration of the Common Elements. Unit Owners are responsible for maintenance and repair of hurricane and storm shutters.

**18. Clubhouse and Fitness Center Attire.** No persons wearing bathing suits shall be allowed in the clubhouse, management office or fitness center area. All persons must wear shirts and shoes in the management office and clubhouse and proper exercise attire in the fitness center area. No wet persons shall be allowed in the clubhouse area except restrooms.

**19. Noise.**

- (a) No Unit Owner shall make disturbing noises in the Building or allow sounds to emanate from his/her Unit, or permit his/her family, servants, employees, agents, visitors or licensees to do so. In particular, no Unit Owner shall play (or permit to be played in his/her Unit or on the Common Elements appurtenant to it) any musical instrument, phonograph, television, radio, or the like in a way that unreasonably disturbs or annoys other Unit Owners or occupants. All other unnecessary noises such as the playing of pianos, other musical instruments, heavy cleaning, moving of furniture and slamming doors between the hours of 10:30 pm and 8:00 am should be avoided.
- (b) No radio or television installation or other electric equipment shall be permitted in any Unit if it interferes with the television or radio reception of another Unit.
- (c) Carpentry, carpet-laying, picture hanging, or any trade (or do-it-yourself work) involving hammer work, etc., must be done **between the hours of 8:00 am and 5:00 pm on Monday through Friday and Saturday between 10:00 am and 5:00 pm ONLY.** **No such work shall be done on Sundays and holidays.** Exceptions may be approved by the President.

**20. Nuisance.** A Unit Owner shall not permit anything to be done or kept in his/her Unit which will increase the insurance rates on his/her Unit, the Common Elements, or any portion of the Condominium or obstruct or interfere with the rights of other Unit Owners or the Association. A Unit Owner shall not commit or permit any nuisance, immoral or illegal act in his/her Unit or the Common Elements.

**21. Obstructions. The lobby, ground level stairwells, clubhouse and gym doors shall not be propped or kept open with objects.** All entranceways, sidewalks, parking spots and similar portions of the Common Elements must be kept open and shall not be obstructed, littered, defaced or misused in any manner and shall be used only for ingress and egress to and from the Condominium Property. No carts, bicycles, carriages, chairs, tables or other objects shall be stored in these areas.

**22. Odors.** No noxious or unusual odors shall be generated in such quantities that they permeate to other Units and become annoyances or become obnoxious to another Unit Owner. Normal cooking odors, normally and reasonably generated, shall not be deemed violations of this regulation. Odors are deemed to include smoke and second-hand smoke which becomes noxious to another Unit Owner or Renter. **Smoking is Not Permitted on Patio's.** (The Board may designate alternative smoking locations at its sole discretion.)

**23. Lien & Payments.** All unit owners are expected to **TIMELY** pay their monthly assessments on the **FIRST OF EACH MONTH.** **All payments received past the 10<sup>th</sup> of the month are deemed LATE** and will be charged a **"Late fee" of \$25.00 plus an administrative paperwork fee of \$5.00.** Past the first of each month, an interest charge of **18% ANNUALLY** will apply as well. Past the 10 days grace, a delinquent unit owner will be sent (via certified mail/return receipt requested and U. S. Mail) a **"DEMAND LETTER TO PAY"** at a cost of **\$25.00.** If said default is not settled within thirty (30) days, the delinquent amount will automatically, without further reminder, be transferred to our attorneys for collection, and a lien against delinquent unit owner's property will be filed. If said lien is not satisfied within thirty (30) days, filing for foreclosure will follow. At all phases of collection, all legal and court expenses are the responsibility of the delinquent owner (interest is accruing as well as "late fees").

**24. Pets.** Pets, birds and fish shall neither be kept nor maintained in or about the Condominium Property except in accordance with the provisions of the Declaration and the following:

- (a) In no event shall tenants leasing after the date of recordation of this amendment be permitted to bring pets of any kind onto the Condominium Property. **(1/1/19)** Including but not limited to Pet-sitting and Guest bringing their pets.
- (b) No dog or cat shall be permitted outside of its Owner's Unit unless attended by an adult and on a leash not more than **six (6) feet long**. No reptiles or wildlife shall be kept in units or on the Condominium property.
- (c) No domestic bird of any variety, which will omit sounds that can be heard in contiguous units, may be kept by a Unit Owner or occupant in a Unit.
- (d) **Unit Owners must immediately collect and clean-up any feces from pets on the Condominium Property. Unit Owners must immediately clean-up any urine from pets that is done on the catwalks, entranceways, stairwells and common areas.**
- (e) The Unit Owner shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal in the condominium. If a dog or any other animal becomes a nuisance and/or is obnoxious to other Unit Owners by barking or otherwise, the Unit Owner must correct the problem within seven (7) days, and, if not corrected, the Unit Owner, upon written notice by the Association, will be required to remove the animal.
- (f) Pets shall not be permitted to become nuisances to Unit Owners or occupants of Units and are subject to removal from the Condominium at the discretion of the Board of Directors after a hearing conducted in the same manner as hearings for fines.
- (g) A non-refundable pet fee of three hundred fifty dollars **(\$350) per dog** shall be required by Lakeside Association. If a cat is being let outside of the Unit, on a leash, the same non-refundable pet fee of three hundred fifty dollars (\$350) per pet will be applied. Each pet owner must sign a pet identification agreement.

**25. Plumbing.** All plumbing and plumbing fixtures shall not be used for any purposes other than those for which they are installed. No sweepings, rubbish, rags or other foreign materials shall be disposed of in toilets. The cost of any damage resulting from misuse shall be borne by the Unit Owner causing the damage. Cooking grease and oils **MAY NOT** be disposed of in the sink drain, garbage disposal or commode, separate containers must be used for disposal of such materials.

**26. Responsibility for Deliveries and Large Item Disposals.** Unit Owners shall be liable for all damages to the building caused by receiving deliveries, or moving or removing furniture or other articles to or from the building. The Association must be notified by any Unit Owner, prior to any interior construction to a Unit, or any delivery or removal of furnishings or bulk trash to or from that Owner's Unit. **If any large items need to be disposed of the owner must contact the office and advise the Association of the items being disposed.**

**27. Roof.** Unit Owners, their families, guests or tenants are Not Permitted on the roof for any purpose.

**28. Rules and Regulations Enforcement.** These Rules and Regulations will be enforced as follows:

- (a) Violations should be reported to the manager of the Association, in writing, and not to the Board of Directors or to officers of the Association.
- (b) Violations will be called to the attention of the violating Unit Owner by the manager. The manager will also notify the appropriate committee of the Board of Directors.
- (c) Disagreements concerning violations will be presented to, and be judged by, the Board of Directors, which will take appropriate action.
- (d) Unit Owners are responsible for compliance by their family members, guests, invitees, employees and lessees with these rules and regulations.



- 29. Signs.** With the exception of signs used or approved by the Board of Directors, no signs, advertisements, notices or lettering may be exhibited, displayed, inscribed, painted, or affixed in, on or upon any part of the Common Elements or Common Areas, or any part of a Unit, to the property or right of way to the property, so as to be visible outside the Unit or the property.
- 30. Solicitation.** There shall be no solicitation by any person anywhere in the building for any cause, charity, or any purpose whatever, unless specifically authorized by the Board of Directors.
- 31. Storage.** Each Unit Owner's personal property must be stored within the Unit.
- 32. Telephones.** All residents (owners and tenants) must maintain some kind of telephone service (direct line, cell phone or other) and advise the Association of said telephone number where they can be always reached.
- 33. Trash.** All trash, garbage and refuse from the Units shall be deposited with care in garbage dumpsters intended for that purpose. **All trash must be in a sealed bag for disposal into the trash chute. Garbage and other refuse to large for trash chute shall be placed in sealed garbage bags and placed by hand, in designated trash dumpsters.** All recycles must be placed into the proper recycle bins and **no Plastic Bags are allowed in the recycle bins. No recycles are to be left on or around the recycle bins, if bins are full, then recycles can be placed in the dumpsters. All Cardboard boxes must be broken down before disposing into the recycle bins.** If broken cardboard is too large to fit in recycle bins, then it can be placed into the dumpster. Any construction debris must be removed by contractor at contractor's expense. Garbage and other refuse shall be placed in sealed garbage bags and placed by hand, in designated trash dumpsters. No garbage or garbage containers may be kept outside of the Unit either on porches, patios, Common Elements, or Limited Common Elements.
- 34. Use and Occupancy.** All Units shall be used for residential purposes only. In no event shall occupancy exceed two (2) persons for each bedroom contained in a Unit including convertible portions of any Units. Under no circumstances may more than one (1) family reside in a Unit at one time. "Immediate Families" or words of similar import used herein shall mean either a spouse, children, grandchildren, brothers, sisters, or parents.
- (a) **Non-Owner Occupancy.** A non-owner, or words of similar import, is a person who has a principal residence other than the Unit in this community. Any non-owners occupying or visiting a Unit without the Unit Owner or Unit Owner's immediate family also in residence is deemed a lessee, whether or not any monies are being exchanged for the use of the Unit, and subject to the leasing restrictions in the Declaration which includes a lease of no less than 3 months (not to exceed three terms annually) and for no more than (12) months, a successful background check and interview. The Board of Directors may prohibit such non-owner's occupant/lessee in violation of this paragraph from utilizing any of the common facilities, such as the pool, gym, and/or clubhouse, and may have their vehicles towed from the property.
- 35. Window and Door Coverings.**
- (a) No aluminum foil may be placed in any window or glass door of a Unit and no reflective substance may be placed on any glass in a Unit except a substance previously approved by the Board of Directors for energy conservation purposes. No windows may be tinted.
- (b) Blinds must be 2" slat white or off-white horizontal; patio blinds or vertical 2" slat blinds; and no bed sheets or blankets or similar items may be placed or displayed in windows.
- 36. Wires, etc.** No wiring may be installed or placed on the exterior of any Unit and no roof may be penetrated for any purpose. The exterior of a Unit may not be penetrated for any purpose.
- 37. Weight Limitations.** No Unit Owner shall cause to be placed any weight on any portion of his/her Unit, which shall interfere with the structural integrity of the building.
- 38. Whirlpools, Pools, Saunas and Jacuzzis.** No Unit Owner shall install whirlpools, pools, saunas or Jacuzzis in his/her Unit or any Common Element or Limited Common Element.

### **39. Parking and Vehicle Restrictions.**

- (a) Improper or non-conforming, and unregistered vehicles will be towed by the Association at the Unit Owner's expense and liability, subject to applicable provisions of law.
- (b) Delivery or repair vehicles must park in guest spaces only.
- (c) No Owner or guest may park in a parking space that is assigned to another Unit Owner.
- (d) The Association may grant special permission for parking in non-assigned parking spaces.
- (e) Motorcycles must provide reinforcement materials under the kickstand to avoid making holes in the pavement.
- (f) No loud or modified muffler vehicles shall be allowed.
- (g) Bicycles, mopeds, tricycles, scooters (motorized or not) shall not be parked in front or sides of buildings or on the front porch but may be stored on the patio.
- (h) **No vehicle washing, including car detailers.**
- (i) **No vehicle repairs or maintenance allowed in the parking lot, unless it is an emergency approved by the board.**
- (j) No vehicle shall be parked on any lawn or grassed area, sidewalks, curbs, landscaped area, traffic lanes, any area not striped and marked for parking, dumpster pads, or in any manner that will obstruct traffic.
- (k) No parking space or driveway may be blocked.
- (l) Any vehicle with lettering or graphics will be considered as a commercial vehicle and is prohibited from parking overnight, including boats, boat trailers or jet skis.
- (m) Parking in handicapped spaces will be allowed only by permit.
- (n) No vehicle shall be allowed to drip oil or other hydrocarbons onto the driveways or parking areas.
- (o) No skateboards, motorized vehicles or bicycles shall be allowed on any common areas.
- (p) Board Members have the authority to reassign parking spots to accommodate handicap requests.
- (q) **All unit owners, family members, guests, tenants and contractors must follow the traffic arrows and reduce speed when entering and exiting the parking lots.**

### **40. Miscellaneous.**

- (a) No garage sales or yard sales shall be allowed.
- (b) Hose Bibb keys will be available to Unit Owners and tenants upon request only and must be returned on the same day.
- (c) Bulk disposal items (furniture, appliances, etc.) are to be **taken out on Tuesday's Only, after 5:00 pm. Residents must notify the Association office before placing bulk items outside. If bulk items are placed outside on additional days, a \$100 fine will be imposed to the unit Owner. If regular garbage cannot be picked up due to the large items blocking the entrance, the unit owner will be responsible for any charges associated with any extra garbage pickup.**
- (d) No storage of any type shall be permitted connected to patio spaces.
- (e) Any Unit Owner who is renting the Unit shall provide in the Unit lease that lessee is bound by all Rules and Regulations contained herein as well as all recorded governing documents of the Association.
- (f) When departing for the North (Snowbirds) or leaving Lakeside for a few weeks, residents must **SHUT OFF MAIN WATER VALVE BEHIND THE WATER HEATER**, thus avoiding possible costly disasters.
- (g) No Lakeside Association **FOB** may be duplicated or copied. If a fob is found to be duplicated, the owner providing the original fob be **fined \$100** and that fob will be permanently deleted.
- (h) Lobby cart cannot be used by contractors or moving companies.

#### **41. Resale or Re-Leasing Units.**

- (a) No signage for sale by owner or a realtor will be permitted in or on a Unit, nor on Limited Common Elements or Common Areas, nor in the right-of-way adjacent to the Condominium Property or Common Areas.
- (b) Owner may register the Unit for sale or lease with the Association, which will maintain a list of all Units for sale or lease within the condominium and the name of a contact person.
- (c) No access to the Condominium Property will be given to potential buyers or tenants unless Owner, lessors and agents for same have made separate arrangements with the Association for access.
- (d) Potential buyers or tenants must be escorted personally by the Owner, Lessor or their agents when showing the Unit or Common Areas.
- (e) Prior to moving in/out of the unit, new residents must provide a minimum of 48 hours' notice to the Association so that protective pads may be installed to protect the elevators.

#### **42. Lease Approval Procedures.**

- (a) The Association must approve all applications and leases, lease renewals and sales contracts. Any guest staying over thirty (30) non-consecutive days is deemed a tenant and subject to Association approval.
- (b) The Owner of the Unit must provide an application package approved by the Association with an agreement from the potential candidate granting permission to the Association to check the potential candidate's credit and criminal records. A **NON-REFUNDABLE** fee of \$150.00 per applicant or husband/wife; and or parent/dependent child counting as a single applicant).
- (c) The Association shall have up to forty-five (45) business days from the date of receipt of a completed application to run criminal records check and issue approval of the lessee. The Association shall comply with all applicable Fair Housing laws and doctrines.
- (d) A Unit Owner shall be prohibited from leasing his/her unit for more than three (3) separate terms within a one (1) year period for a term of not less than ninety (90) days and not more than twelve (12) months.
- (e) All transfers by lease will be conditioned upon the posting of a security deposit not to exceed the maximum amount permitted by the Condominium Act, as same may be amended from time to time. For all annual leases, the Association requires a \$1000.00 security deposit. For 3-month seasonal leases, the Association requires a \$1000.00 security deposit. All security deposits are to be paid to Lakeside Association, Inc. and will be held in a non-interest bearing escrow account. Upon tenant's departure, the security deposit will be returned to the depositor less any fines, water bills, or unpaid obligations to the Association. Pursuant to Rule 42 (g) below, as a condition of approval of any lease by the Association, the Owner of the Unit and the tenant must enter into an Addendum to Lease Agreement with the Association which will be strictly enforced by the Association.
  - (1) In the event that the Owner provides the security deposit to the Association, in event of breach of the Addendum to Lease Agreement by Owner or tenant, the Association will be entitled to use the Owner's security deposit to pay Owner's unpaid assessments, fines, and other charges due to and owing to the Association.
- (f) No lease, lease renewal or sale will be considered if the Unit Owner is delinquent in the payment of any outstanding charges payable to the Association, including water bill and legal expenses.
- (g) Prior to approval of lease and tenant(s) by Association, Owner of the Unit, tenant(s), and Association must enter into an Addendum to Lease Agreement whereby Owner and tenant(s) agree that should Owner default in the payment of assessments to the Association at any time during tenant(s) lease term, then Association shall have the right to collect all rental payments due to Owner from tenant and tenant shall deliver all rental payments to Association instead of Owner and Association will apply same against unpaid assessments. Failure to follow the Association's request will result in **tenant eviction**.
- (h) The Association must approve or disapprove a lease within forty-five (45) business days of receipt of The last of the information requested in the application. The Association may disapprove a lease on any reasonable grounds including, but not limited to, any of the provisions herein defining "good cause".
- (i) **All approved tenants must provide evidence of renters insurance within 7 days after move in.**



43. **Notice to Association.** Prior to approving any transfer subject to approval hereunder, the Association shall be entitled to written notice of the transferor's intent to make the transfer with a copy of the documentation evidencing the intended transfer including, but not limited to, a copy of the contract for sale in the case of a sale, a copy of the transferor's Last Will and Testament in the event of a transfer by devise, a copy of the lease in the case of a lease, and a copy of any other documentation pertaining to a proposed transfer subject to approval here under which the Association may reasonably require, completed applications on forms prescribed by the Association, a personal interview with the proposed transferee(s) and any other intended occupants of the unit, and such other and further information about the intended transferees or occupants as the Association may reasonably require.

44. **Association's Election.** Within forty-five (45) days of receipt of the last of the information required pursuant to Section 42 above, the Association must either approve or disapprove the transfer. Failure on the part of the Association to respond within said forty-five (45) day period shall constitute automatic approval for the proposed transfer.

(a) **Approval.** In the event the Association approves any transfer subject to approval here under, the Association shall deliver to the transferor or the transferor's designee an executed certificate of approval indicating Association's approval of the transfer.

45. **Compliance and Default.** Each Unit Owner and every occupant, lessee, guest, agent, employee or contractor of a Unit Owner and the Association shall be governed by and shall comply with the terms of the declaration and all exhibits annexed thereto, and the rules and regulations adopted by the Board of Directors, as the same may be amended from time to time. The Association (and Unit Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Condominium Act:

(a) **Negligence.** A Unit Owner shall be liable for the expense of any maintenance, repair, or replacement, whether to the Common Elements, Limited Common Elements or to Association Property, the Unit or the Unit Owner's personal property or to the personal property of the Association or other Unit Owners, including but not limited to, repair after casualty, made necessary by his/her violation of any portion of the Declaration or other Association governing documents or by his/her negligence or intentional misconduct or by that of any member of his/her family or his/her guests, tenants, lessees, agents, employees or contractors, but only to the extent such expense is not met by the proceeds of insurance collected by the Association. Any such expense advanced by the Association, together with interest, costs, and attorneys' fees, shall be secured by a lien against the Unit enforceable in the same manner as an Assessment.

(b) **Compliance.** In the event, a Unit Owner or occupant fails to comply with such Unit Owners obligations Under these Rules and Regulations or fails to observe and comply with any provisions of the Declaration, the By-Laws, and the Articles of Incorporation of the Association, or any other agreement, document or instrument affecting the Condominium Property in the manner required, the Association shall have the right to proceed in a court of equity to require performance and/or compliance, to sue in a court of law for damages, and levy a special charge against the Unit Owner and the Unit for the sums necessary to do whatever work is required to put the Unit Owner or Unit in compliance. Such charge, together with interest, costs, and attorneys' fees, shall be secured by a lien against the Condominium Parcel, enforceable in the same manner as Assessments.

**If good cause exists** for the Association to disapprove a proposed sale or lease, conveyance or transfer by gift, devise or inheritance, the Association shall not be obligated to purchase or provide a substitute purchaser for the Unit. **Good cause shall be defined to include the following:**

- (1) The applicant fails to qualify for approval by the Association, including, but not limited to those applicants who fail to qualify for approval because of the restrictions on occupancy or ownership set forth in the Declaration; or
- (2) The person seeking approval (which shall include all proposed occupants) has a police record.
- (3) Tenant and/or Buyer take possession of the Unit prior to approval by the Association as provided for herein; or

- (4) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his/her conduct in this condominium as a lessee, guest, owner or occupant of a Unit; or
- (5) The applicant does not produce proof of casualty insurance coverage at time of closing as required by the Declaration and Section 718.111, Florida Statutes, as same may be amended from time to time; or
- (6) The applicant fails to comply with the requirements of Sections 42 and 43 hereof; or
- (7) The applicant fails to provide the required security deposit; or
- (8) Any Unit Owner who is renting shall provide in the lease that Lessee must carry general liability insurance coverage in excess of \$100,000.00, and also carry contents coverage (renters insurance) and provide proof of such insurance to the Unit Owner and the Association; or
- (9) Information obtained in background checks including, without limitation, the applicant's credit worthiness, indicates that the applicant will be unable to maintain the community standard for payment of monetary obligations required by residents in the community.
- (10) The person seeking approval has a history of financial irresponsibility, which may include, without limitation, low or poor credit rating, bankruptcy and/ or delinquent payment history.
- (11) If an application security deposit has not been paid as requested on the Rental & Resale application package.