

LAKECREST CONDOMINIUM ASSOCIATION, INC.

Rules & Regulations

Handbook

Adopted January 26, 2022

Lakecrest Condominium Association, Inc.

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LAKECREST CONDOMINIUM ASSOCIATION, INC.

RULES AND REGULATIONS FOR

LAKECREST, A CONDOMINIUM

INTRODUCTION

(ALL TERMS USED IN THESE RULES AND REGULATIONS, WHETHER CAPITALIZED OR NOT AND WHICH ARE NOT DEFINED IN THESE RULES AND REGULATIONS, SHALL HAVE THE SAME MEANING AS SET FORTH IN THE DECLARATION OF CONDOMINIUM FOR LAKECREST, A CONDOMINIUM (“DECLARATION”), THE ARTICLES OF INCORPORATION, AND BY-LAWS FOR LAKECREST CONDOMINIUM ASSOCIATION, INC. ALL REFERENCES HEREIN TO OWNERS SHALL ALSO INCLUDE RESIDENTS.)

Each Owner, Tenant and Occupant of the Unit shall be bound by these Rules and Regulations in addition to the Declaration, Articles of Incorporation, and By-Laws, all as amended from time to time, and all local government ordinances and state laws. The Declaration, Articles of Incorporation and By-Laws shall hereinafter be referred to as the “Governing Documents”.

It is the purpose of the Association to maintain luxurious, but economically well managed Improvements and Common Elements and it is believed that these rules will aid in this purpose. Your Board of Directors will welcome the assistance of all the Owners in the enforcement of these regulations.

Violations should be reported to the Management Office Property Manager, in writing only. The Property Manager will call violations to the attention of the violating Owner and any appropriate committee. All disagreements will be presented to the Board,

which will take appropriate action. Owners are responsible for compliance of their guests, invitees and tenants.

In addition to the terms, provisions, agreements, covenants, conditions and restrictions contained in the Governing Documents, the following rules and regulations shall apply to the use of the Units, Common Elements and Limited Common Elements. These Rules and Regulations shall supersede all previously adopted Rules and Regulations.

I. DEFINITIONS:

1. "Common Elements" means and includes the portions of the condominium
2. property which are not included in the units, including, without limitation, the following items:
3. Easements through units for conduits, pipes, ducts, vents, plumbing, wiring and other facilities, equipment and/or fixtures for furnishing of
 - a. utility services and/or heating, cooling, ventilation or other services to units or to the common elements, together with related property and installations.
4. An easement of support in every portion of a unit which contributes to the support of a building, other units and/or any part of the common elements.
5. The property and installations required for the furnishing of utilities and other services to more than one unit or the common elements; and
6. Any other parts of the condominium property designated as common elements in this declaration or the act.
7. "Limited Common Elements" means those common elements of which the uses are reserved to a certain unit or units to the exclusion of other units, as specified in this declaration. References herein to common elements also shall include all limited common elements unless the context would prohibit, or it is otherwise expressly provided.
8. "Porches, Lanais/Balconies and/or Landings" (pictures of each shown as Exhibit A)
 - a. Porch – 1st & 2nd Floors - area directly outside each unit's front door. Middle units will have a shared porch, end units have individual porches
 - b. Lanai/Balcony – 1st & 2nd Floors - screened or glassed-in area directly outside each unit's sliding glass doors
 - c. Landing – 2nd Floors - a level area between one flight of stairs and another

II. OCCUPANCY:

1. Units shall be used only as single-family residences and for no other purposes. Each Owner, Tenant and Occupant of a Unit should carefully review the governing documents for additional occupancy and use restrictions. The occupancy restriction shall be only two (2) people per bedroom.

III. USE:

1. No improper, offensive or unlawful use shall be made of any Unit, the Condominium Property or of the Common Elements or any part thereof. All laws, zoning ordinances and regulations of all governmental authorities having jurisdiction thereof shall be observed.
2. No Unit Owner shall permit or suffer anything to be done or kept in his Unit which will increase the rate of insurance on the Condominium Property, or which will obstruct or interfere with the rights of other Unit Owners or annoy them by unreasonable noises, smells or otherwise, nor shall any Unit Owner commit or permit any nuisance, immoral or illegal act in or about the Condominium Property.
3. To preserve the residential character of the Condominium, no business, trade or profession of any type whatsoever shall be conducted from within any unit in the Condominium, common element or limited common element. The Association shall possess additional authority to promulgate rules and regulations governing the manner, method and to what degree additional uses other than noted in this document may be permitted. The Association shall have the power to revoke the granting of such additional permitted uses, when in the Association's sole residential character of the Condominium.
4. The use of all Common Elements shall always be governed by these Rules and Regulations, as they may be amended from time to time by the Association, and by such other rules and regulations regarding the Common Elements, as may be posted from time to time, in and about such Common Elements by the Association.
5. Common Elements and Limited Common Elements shall only be used for the purposes intended and shall not be used in a manner inconsistent with the Governing Documents and these Rules and Regulations.
6. Common Elements and Limited Common Elements shall not be obstructed, littered, defaced or misused in any manner.

7. Birds, fish, ducks, turtles, squirrels, cats, domestic animals and/or wildlife of any kind shall not be fed on the Common Elements or Limited Common Elements. No bird, squirrel or other wildlife feeders are permitted under any circumstance.
8. All portions of the Common Elements must always be kept free of obstruction. No garbage cans, supplies or other articles shall be placed in the pathways, driveways, walkways or parking areas.
9. All household garbage shall be properly bagged and deposited in garbage disposal areas designated by the Association.
10. No flammable, combustible or explosive fluids, chemicals or other substances shall be kept in any Unit or on the Common Elements unless in a "reasonable" amount and in an approved container. In this case reasonable being an amount commonly found in a single-family home or for emergency use. Storage will be limited to garages.
11. No porch shall be cleaned in such a manner as to cause water or debris to drain from said porch to other porches below.
12. No clothesline or similar device shall be visible on any portion of the Common Elements or Limited Common Elements.
13. The discharge of firearms within the Condominium Property is prohibited. The term "firearms" includes BB guns, pellet guns, stun guns and other firearms of all types regardless of size.
14. Fireworks will be allowed within the Condominium Property only on July 4th, New Year's Eve and New Year's Day. Their use is restricted to open outdoor areas.
15. Wreaths may be hung on the front of exterior doors to units at any time of year and consisting of plant materials such as leaves, flowers, branches, etc. that are less than or equal to 36 inches in diameter do not need association approval.
16. Only one wreath per front exterior door of a unit is allowed.
17. Wreaths that include artificial plant material must closely appear in color and shape to real plant material (i.e. no neon flowers, etc.).
18. All wreaths must be hung in a manner so as not to damage the door or any other Common Elements. If the common elements are damaged, the unit owner, at his or her expense, is responsible for repairing the damage and restoring the Common Elements to their original condition.
19. Holiday wreaths must not be hung more than four weeks prior to the holiday and must be removed within two weeks following holiday.
20. Televisions, radios, musical instruments and other products of sound reproduction or amplification must be used at such levels as will provide a minimum disturbance to other unit owners.
21. Loud noise or sounds which cause a disturbance to other unit owners between the hours of 10:00pm and 8:00am is not permitted.

22. At no time should noise or sounds be at such a level or duration as to be injurious to human health and welfare or unreasonably interfere with the enjoyment of another's unit.
23. Except as provided herein or required by federal law, no exterior antenna shall be permitted on the condominium property.
24. No unit owner shall in any way affix "For Sale" or "For Rent" signs or any other kind of signs, notices or advertisements to the exterior of his unit or in any way allow any signs to be visible to the public from within his unit.
25. Curtains, draperies, horizontal and vertical blinds, shades, and other window coverings including their linings which face exterior windows or glass doors of Units shall be white or off-white in color unless otherwise specifically approved by the Association via ARC approval.
26. All window coverings must be maintained and kept in reasonably good condition, without rips, tears, holes, frayed edges, bends or breaks.
27. All damaged window coverings must be repaired or replaced within seven (7) days after receiving written notice from the Association.
28. Unit owners may install exterior solar shades or blinds on lanais/balconies if they are dark brown in color and are installed using an outside mount of the inside wall of the lanai/balcony.
29. The solar shade must cover the entire screened area and must be left intact upon the selling of a unit, unless otherwise specifically approved by Association. All other solar shades are prohibited.
30. Repair, construction, decorating or remodeling work will be performed Monday through Saturday between the hours of 8:00am and 5:00pm. No such work will be performed on Sundays or legal holidays except in case of emergency authorized by the Association.
31. Only all-weather outdoor furniture made of wicker, resin, cast iron, aluminum, pretreated wood, bamboo, glass, teak, rattan and substantially similar materials are permitted on unenclosed lanais/balconies, landings or porches.
32. All outdoor furniture must be size appropriate for the space that it is occupying and must be kept in good condition and repair. At no time shall any furniture impede the ability to enter or exit any unit.
33. Unit Doorbells, security cameras and Ring-type systems must be submitted for ARC review and Board approval before installation.
34. No owner or occupant of a unit shall install wiring for electrical, satellite TV or telephone/internet installations or install machines or air conditioning units etc., that may affect the exterior of a unit in any shape or manner except as authorized in writing by Association.
35. Unit owners may display one portable, removable United States flag (or flag that represents the United States Army, Navy, Air Force, Marine Corps or Coast

Guard) in a respectful way on Armed Forces Day, Memorial Day, Flag Day, Independence Day, Patriots Day, Veterans Day or as ordered by the President of the United States. The flag displayed shall not be any larger than 4 feet by 6 feet. Please refer to [FL Statue 718.113\(4\)](#).

36. Unit owners may display one portable “garden” flag per unit. The “garden” flag shall not be any larger than 1.5 feet by 1 foot. No flag displayed shall be deemed obscene, vulgar or otherwise offensive at the sole discretion of the Board. This flag must be kept in good condition and must be removed when frayed, faded or not in season.
37. Garage doors may not be left in the open position for more than two hours.

IV. PORCHES, LANAIS/BALCONIES AND/OR LANDINGS:

1. The following items shall not be permitted to be placed or stored on lanais/balconies, landings, patios or other limited common elements:
 - a. Furniture or appliances designed for normal indoor use or operation within a home or unit, unless the unit is fully enclosed by glass windows.
 - b. Strollers, playpens, toys or other children’s play equipment while not in use; storage of such is limited to fully enclosed spaces.
 - c. Wheelchairs. storage of such is limited to fully enclosed spaces
 - d. Any other items, with exception of all-weather furniture and potted plants
 - i. No gas, or charcoal powered grills due to fire and odor impacts
 - ii. No clotheslines or similar devices shall be visible on any portion of the condominium property
 - iii. No visible articles of clothing, linens, towels, rugs, etc., may be hung or draped from rails, windowsills or outdoor furniture.

V. PETS AND ANIMALS:

1. Not more than three (3) domestic pets or animals (limited to either dogs, cats or other common household pets) may be kept in a unit.
2. All pets and animals must be registered with the Association for identification and the pet’s protection. They must have proof of vaccination and licensure with the County, as applicable, submitted to the Association before the pet or animal is brought on site and not be a nuisance by excessive barking or by biting, attacking or aggressive behavior towards other persons or animals or in engaging in any other behavior that is reasonably deemed a nuisance.
3. No unit owners shall allow its pet(s) or animal(s) to commit any nuisance or to interfere with the rights of other unit owners or to unreasonably annoy unit owners or make improper use of the Condominium Property or the Common Elements.

4. The Board may, from time to time, at its sole discretion determine that certain breeds or individual pets and animals are dangerous. No breed or animals determined by the Board to be dangerous shall be allowed on property. Such dangerous breeds may include, but are not limited to, American Pit Bull Terriers, Bull Terriers, American Staffordshire Terriers, Staffordshire Bull Terriers, Rottweilers, Doberman Pinschers, Chow Chows.
5. Pets and animals shall not be left unattended on porches, lanais/balconies, landings or any portions of common elements and/or limited common elements of the condominium property.
6. Pet and animal waste must be removed by the pet owners immediately.
7. Pets and animals, except for service and emotional support animals, are not permitted in the pool/spa area, clubhouse or fitness center.
8. All pets and animals, including cats, must be on a leash at all times when outside of the unit for any reason.
9. Electronic collars, shock collars or any type of collar or leash that does not require a traditional handheld leash shall not be permitted as an alternative to a traditional handheld leash.
10. The feeding of feral animals is not permitted at any time. Placement of shelters or bedding for feral animals is not permitted on property.
11. The owner of any pets and animals agrees to indemnify the association and hold harmless for any loss or liability arising out of the ownership of such pet.

VI. APPARATUS AND ALTERATIONS:

1. Pursuant to Article XIX of the Declaration, the Board of Directors hereby establishes an Architectural Review Committee ("ARC") to serve as an advisory committee to the Board of Directors in relation to changes to units and limited common elements.
2. No exterior changes to the common elements and the units, including changes to limited common elements, shall be made by any unit owner without the prior written approval of the Board pursuant to the terms and provisions of the Declaration of Condominium.
3. Any alteration to the interior support structure of the unit will require ARC review and Board approval.
 - a. Such improvements include, but are not limited to lanai/balcony enclosures, storm door installation, window replacement and any interior structural changes or repair.

- b. Specifications for all renovations and improvements will be updated and revised based on current technology and maintained in the management office.
 - c. Unit owners must review requirements prior to submitting an architectural request for Board approval.
 - d. Proof of owner compliance with required specifications will be required via certification of work completed by licensed contractor or proof of purchase of required materials by unit owner.
 - e. Unit owners are required to display the ARC approval document on the front door of any unit undergoing renovations. This must be displayed throughout the duration of renovations/repairs. Failure to receive ARC approval will trigger the fine process.
 - f. Contractors must obtain any and all required permits, certifications required by the city, county and state.
 - g. Permits must be displayed along with the ARC while work is ongoing.
 - h. Contractors must submit license and required insurance copies to the Association office prior to work commencing.
4. A unit owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, lanais/balconies or windows of a building, common element, condominium property or a unit, except with the prior written consent of the Association, and further, when approved, subject to the conditions designated and adopted by the Association.
 5. Maintenance and upkeep of windows, screens, exterior doors and garage doors are the responsibility of the unit owner.

VII. PERSONAL LANDSCAPING:

1. Plants that are alive, well-maintained and are not unsightly are permitted in pots, of a reasonable size (not to exceed 36" tall and 24" wide and deep, style, and color on the exterior limited common element landings, porches and lanais/balconies. Plants must be of a size to allow easy passage to visitors, first responders or deliveries. (Exhibit B shows sizing)
2. No plant shall be hung or otherwise attached to any exterior wall, ceiling or exterior railing.
3. At no time shall the plants be placed in a manner which impedes ingress or egress from any unit, or which interferes with professional landscaping services being completed.
4. Plants also shall not interfere with the operation or maintenance or the irrigation system.
5. Yard statues are limited to one (1) not more than eighteen (18) inches tall. Statues should be of a color that blends with the surroundings and must not interfere with professional landscaping services being completed.

6. No plants are to be permitted on railings or stairs as there may be damage to the handrail.
7. Artificial plants and trellises are not permitted.
8. Live, well-maintained potted plants are permitted beside courtyard garage doors.
9. Plants shall not be of a size as to impede the ability for a vehicle to enter or leave the garage.
10. No potted plants are permitted at free standing garage buildings.
11. Plants that are considered 'vines' or 'ground creeping' vegetation are not permitted to be planted on property grounds
12. Use or installation of any type of mulch or ground cover that differs from what is commonly approved within the community must be approved in writing from the board and/or Landscape committee.
13. ARC review, the Landscape Committee and Association approval must be obtained for any new in ground plant installation or plants requested for removal from common property. Care and maintenance of personal plants are the responsibility of the unit owner. If care of the plants becomes onerous, the board reserves the right to remove.

VIII. ASSOCIATION:

1. No owner, tenant or occupant of a unit shall direct, supervise or in any manner attempt to assert any control over any of the employees of the association or vendors working for the association; such employees are to be directed only by the Association or the management personnel engaged by the Association.

IX. Parking:

1. PARKING OF ANY MOTOR VEHICLES AND TRAILERS, BOATS, RV'S, ETC. IS SOLELY AT THE OWNER'S OWN RISK. THE ASSOCIATION IS NOT RESPONSIBLE FOR ANY DAMAGES TO VEHICLES PARKED ON ASSOCIATION PROPERTY.

X. VEHICLE PARKING:

1. All resident owned/leased vehicles must display the Association issued parking decal. All other vehicles must display the Association issued visitor decal.
2. A copy of the vehicle owner's driver's license and vehicle registration must be on file in the office to obtain a parking decal.
3. All parking is restricted to paved parking spaces.
4. All vehicles MUST be parked between the painted lines or fully inside garages.

5. Parking in condominium courtyard areas is prohibited.
6. No parking in front of garage doors or blocking any garage door is permitted at any time.
7. The use of parking areas is on a first come, first serve basis unless otherwise designated in writing by the board.
8. Handicapped spaces are specifically marked and are reserved for vehicles identified as transporting handicapped individuals. Handicapped decal or license plate must be prominently displayed.
9. All vehicles parked on property shall be currently licensed, including current tags, registered with the office and display a current community parking sticker or guest parking permit. Vehicles without a parking sticker or guest permit may have a notice affixed or be towed at the owner's expense.
10. All non-passenger vehicles which exceed seven (7) feet in height must be parked in the recreational/commercial parking lot, located at the rear of the complex, next to the dumpsters.
11. Parking spaces are not reserved for owners unless otherwise designated by the Board in accordance with the Declaration, the Articles, and the Bylaws.
12. Motorists shall always drive carefully and observe a ten (10) mile per hour speed limit.
13. Chronic speeding, reported by other residents and documented by the Association, will result in violation fines, similar to any other Rule or Regulation violation.
14. No repair or maintenance of vehicles is to be done in parking spaces or within the Common Elements.
15. Vehicles that, by their size, cannot be accommodated entirely within the painted parking lines for a single spot are prohibited in regular parking spaces.
16. Long term parking or storage of vehicles is prohibited.
17. Inoperable or unlicensed vehicles or trailers may not be parked or stored anywhere on the Condominium Property and will be subject to notice and/or towing at the owner's expense.

XI. COMMERCIAL/RECREATIONAL VEHICLES:

1. Boats, trailers (including boat trailers), all-terrain vehicles (with approved parking pass), school buses, recreational vehicles or commercial trucks/vehicles must be parked in the recreational/commercial parking lot, located at the rear of the complex, next to the dumpsters.

2. All such vehicles must be registered with the management office, display an approved parking sticker, parked in the designated area and taking only one parking space. This restriction does not apply to commercial trucks in active use on the property (such as landscapers working on the property.) or vehicles parked temporarily on the Common Elements or Limited Common Elements by workmen or subcontractors.
3. Utilization of unenclosed trailers as storage units is not permitted. This includes storage in the back of pick-up trucks for more than a twenty-four (24) hour period.
4. All vehicles parked in the designated area must be fully operational and licensed.
5. Any vehicle that is in the commercial/recreational parking lot and does not meet these requirements is subject to towing at owner's expense.
6. Commercial/recreational parking use is for unit owners and tenants who are living on the property. Owners renting their unit may not store vehicles in the lot. (See section XX bullet 3)
7. Vehicles that cannot FULLY fit within a single parking space must have written approval from the board to park within the RV parking area. There may be further restrictions applied to such vehicles: For example, they may only park in designated spaces to allow for garbage truck access or turn around space.

XII. TOWING:

1. Unauthorized vehicles will be towed at the owner's expense.
2. Except for repeat offenses by the same person/vehicle or emergencies, all vehicles will be stickered, or the owner noticed at least 24 hours prior to towing at the owner's expense.
3. Unauthorized vehicles are defined as vehicles which are:
 - a. Not displaying an appropriate parking pass (Guest pass or owner pass)
 - b. Any vehicle illegally or improperly parked or parked taking more than one parking space may be towed in accordance with state and local rules and regulations.
 - c. Vehicles parked in courtyards, in front of garages, or along curbs will be immediately towed at the owners' expense.

XIII. LEASING/RENTAL OF UNITS:

1. All unit owners desiring to lease or rent their unit must comply with the requirements set forth in the Declarations of Condominium, page 19, quoted below: "Owners desiring to lease their Units may do so only if they have applied for, and received from the Board, either a "leasing permit" or a "hardship leasing permit". Such a permit, upon its issuance, will allow an Owner to lease his or her Unit provided that such leasing is in strict accordance with the terms of the permit and this Paragraph". Also noted is "An Owner's request for a leasing permit shall be

- approved if current, outstanding leasing permits have not been issued for more than twenty-five percent (25%) of the total Units in the Condominium.
2. Unit owners must apply for a leasing permit or a hardship leasing permit, which is subject to approval by the Board, subject to current rental capacity limitations as established by the governing documents.
 3. Unit owners must comply with the terms of the leasing permit in effect on the date of board approval of said permit.
 4. Owners who fail to comply with the terms of the leasing permit will have their permit revoked without notice. (Permit sample is Exhibit C)
 5. All lease agreements must be for a minimum term of six months. No short term or month-to-month rentals are permitted. No vacation or nightly/weekly rentals are permitted either of the full or partial (room rental) unit through such services as Airbnb, VRBO or the like.
 6. At all times, unit owners are responsible for the actions of their tenants. Any fines levied for tenant misconduct will be assessed against the unit owner.
 7. The Board may elect to revoke access to the community amenities for 60 days in response to violations. As set forth in Florida Statute 718.303, the Board levies the suspension at a meeting and then a grievance committee hearing is held on 14 days' notice to either uphold or overturn the suspension.

XIV. PLUMBING:

Toilets, sinks and other plumbing shall not be used for any purposes other than those for which they are constructed.

No sweepings, rubbish, food or other foreign substances shall be stored, flushed or sent down the drains.

The cost of any damage resulting from misuse of plumbing shall be borne by the unit owner regardless of whether that damage was caused by resident, tenant or guest.

XV. RESPONSIBILITY FOR DELIVERIES:

Unit owners shall be liable for damages to the condominium property caused by receiving deliveries or moving or removing furniture or other articles to or from their respective units.

No package deliveries will be received in the management office on behalf of a resident, either owner or tenant.

XVI. SOLICITATION:

There shall be no solicitation by any person anywhere in or on the Condominium Property for any cause, charity or any other purpose whatsoever, unless specifically authorized by the Association.

XVII. SECURITY AND EMERGENCIES:

1. Personal security and safety are the responsibility of every unit owner, resident, guest and tenant.
2. Unit doors should be kept closed and locked.
3. Car doors should be locked at all times. Report suspicious activity to police, then management office.
4. The Association does not provide security services or protection.
5. 911 should always be called for a life-threatening emergency of any kind.
6. After reporting the emergency to 911, contact the management office to report the emergency.

XVIII. ODORS:

1. No noxious or unusual odors shall be generated in such quantities that they permeate to other units and become annoyances or become obnoxious to other residents, which includes unauthorized grilling. This is not limited to food preparation on lanais/balconies or porches.

XIX. COOKING DEVICES:

1. No hibachi, gas-fired grill, charcoal grill, or other similar burning devices used for cooking, heating, or any other purpose shall be used or kindled on any porch, lanai/balcony or under any overhanging portion thereof or within ten (10) feet of any structure.
2. Electric portable, tabletop grills, or other similar apparatus may be used on porch, lanai/balcony or under any overhanging portion thereof so long as they do not exceed 200 square inches of cooking surface.
3. Grills used in appropriate areas must be attended at all times and a fire extinguisher must be visible.
4. Hot coals must be fully extinguished immediately after use.

XX. ACCESS TO AMENITIES AND PROPERTY:

1. Amenity entry card is required for amenities access. Cards are issued at the management office. A valid ID showing proof of residence at Lakecrest is required for purchase.
2. No unit will be allowed more than two (2) active cards at any one time.
3. Unit owners who lease their unit forfeit the use of all amenities to their tenants.
4. If a unit owner's monthly assessment account is ninety (90) or more days delinquent, the owner's amenity use rights may be suspended for non-payment of monetary obligations. The Board has to vote to suspend the use right at a meeting and send the owner a notice of such determination before it can go into effect.

XXI. RECREATIONAL FACILITIES:

All recreational facility Rules and Regulation, posted on the Condominium Property or set forth in these Rules and Regulations, shall be strictly observed. Use of recreational facilities by a) non-resident owners where their tenants have waived in writing their rights to use such facilities and b) guests of resident owners, tenants or by non-resident owners whose tenants have waived their rights is allowed.

A. Fitness Center Rules:

1. The Fitness Center is for use by Lakecrest Residents Only.
2. Personal training sessions are prohibited in Lakecrest Fitness Center.
3. Use the Association provided "Gym Wipes" to wipe down equipment after each
4. use.
5. Do not place personal items on a machine or fitness equipment in an effort to
6. hold the machine or "mark your territory" for later use.
7. Outside/personal music is not permitted in the fitness center without the use of
8. ear buds or headphones.
9. No food or snacks allowed in the Fitness Center.
10. No glass containers permitted.

B. Public Grill Rules:

1. Clean grills and grilling area after each use.
2. Check the surrounding area for flammable debris.
3. Supervise all individuals around the hot grill.
4. Please be courteous with your time if others are waiting to use the grills.

C. Pool Rules:

1. Absolutely NO DIVING.
2. No lifeguard on duty.
3. Swim at your own risk.
4. Bathing load maximum is 19.
5. Pool for use of Lakecrest residents only.
6. Maximum 4 guests per Unit allowed at one time.
7. Guests must be accompanied by a resident at all times.
8. No admittance to pool enclosure area without active amenity entrance key card.
9. Rinse before entering pool.
10. No running, jumping, pushing, or rough housing in or around pool.
11. No loud, profane or abusive language.
12. No diapers except those designed for swimming are to be worn in the pool.
13. No pets or animals except service and emotional support animals are allowed in the pool area.
14. No glass food or beverage containers are allowed in the pool area.
15. No food or drink allowed in or around the wet deck area of pool (4' perimeter). No furniture allowed in or around the wet deck area of pool (4' perimeter).
16. No soap products, body wash or bathing is permitted in the pool or rinse shower areas.
17. Public intoxication, illegal drug use or any other inappropriate, lewd or aggressive behavior will not be tolerated and may lead to revocation of amenities access and/or a fine.

D. Hot Tub – SPA Rules:

1. Use at your own risk.
2. Rinse before entering.
3. Bathing load is limited to 6 adults.
4. Maximum water temperature 104 Deg. F.
5. Spa may be used by all residents and guests. Persons under 16 years of age must be accompanied
6. by a responsible adult.
7. Pregnant women, people with health problems, and people using alcohol, narcotics or other drugs that cause drowsiness should not use spa without first consulting a doctor.
8. Maximum use 12 minutes.
9. No glass food or beverage containers are allowed in the spa area.
10. No food or drink allowed in or around the wet deck area of spa.
11. No running, jumping, pushing, or rough housing in or around spa.
12. Public intoxication, illegal drug use or any other inappropriate, lewd or aggressive behavior will not be tolerated and may lead to revocation of amenities access and/or a fine.

XXII. COMPLIANCE BY UNIT OWNERS, TENANTS AND GUESTS:

1. All owners, tenants, invitees, licensees, guests, family members, agents, employees and occupants of a unit shall comply with these Rules & Regulations, and any and all rules and regulations which may, from time to time, be adopted by the Association, and the provisions of the Governing Documents of the Association. Failure of any of the foregoing persons to comply with the terms of this paragraph may subject that person to the imposition of a fine (upon notice and hearing) and to possible legal remedies, including, but not limited to, suits for monetary damages, injunctive relief, or any combination thereof, as set forth in the Governing Documents.

XXIII. ENFORCEMENT AND FINES:

1. Per Florida Statute 718.303, any offenses that are not continuing in nature may not be given any warning notice before a fine may be levied.
2. Violations that are continuous in nature, after the specified warning letters have been given, if the violation still remains then a fine may be levied.
3. Upon the first reported offense the offending unit owner will be sent a first offense letter, allowing 10 business days to cure.
4. If a second violation of the same nature has been reported a second violation letter will be sent and will include the possible fine amount if there is no compliance within ten (10) days.
5. The third letter for a violation of the same nature will inform the unit owner of:
 - a. The board may levy a fine at the next open board meeting.
6. Per the Statute, all fines are levied by the Board (with the dollar amount set) at an open meeting and then a fining committee hearing date will be set and the owner given 14 days' notice of such meeting at which they can state their case and afterwards, the determination of the committee will be sent to the individual.
7. The party against whom the fine is sought to be levied shall be afforded an opportunity for a hearing after reasonable notice of not less than fourteen (14) days and said notice shall include:
 - a. A statement of the date, time and location of the hearing.
 - b. A statement of the provisions of the Declaration, Association Bylaws or Association Rules that allegedly have been violated and their dates.

8. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and 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.

XXIV. INSPECTION OF ASSOCIATION RECORDS:

1. In view of the time required, expense and interference with the orderly conduct of business of the Association, it is deemed to be necessary to place reasonable limitations on the frequency, time, location, notice and manner of providing for inspection of the records of the Association. Every attempt will be made to keep all public Association documents, records and notes on the Association website.
2. All requests for inspection of the records of the Association shall be in writing and signed by the unit owner making the request for inspection.
3. The Association shall respond to proper unit owner requests for inspection of records pursuant to Section 718.111(12) (c) Florida Statutes (attached as Exhibit D).
4. The Association shall maintain a record of inspection requests from unit owners which shall be kept with the records of the Association.
5. The Association will not provide access to records or copies of the records to unit owners who have previously obtained the requested information.
6. Unit owners requesting copies of records shall be required to pay the cost of producing the copies of records incurred by the Association and such costs
7. may include charges for labor of producing the copies, paper used and usage of copiers.

XXV. WRITTEN INQUIRIES:

1. Due to the time required, expense and interference with the orderly conduct of business of the Association, it is deemed to be necessary to place reasonable limitations on the frequency, time, and manner of written inquiries.
2. All written inquiries shall naturally be made in writing, signed by the unit owner making the written inquiry.
3. The Association shall respond to proper written inquiries pursuant to Section 718.112(2)(a)(2) Florida Statutes (shown as Exhibit E).

4. The Association shall maintain a record of written inquiries from unit owners which shall be kept with the records of the Association.
5. The Association will respond to one written inquiry per 30-day period from an individual unit owner. In the event a unit owner submits multiple written inquiries, the Association will respond to one written inquiry in each subsequent 30-day period until all of the written inquiries have received a response.

XXVI. RULE CHANGES:

1. The Board reserves the right to:
 - a. Change or revoke existing rules and regulations as long as the new rules are published to the community within five (5) business days.
 - b. Make such additional rules and regulations from time to time, as in its opinion, shall be necessary or desirable for the safety and protection of the buildings and their occupants
 - c. Promote cleanliness and good order of the Condominium Property.
 - d. Assure the comfort and convenience of unit owners, provided the same shall be subject to the restrictions on such changes, amendments, or modifications as set forth in the Declaration, the Articles, and the Bylaws of the Association.

XXVII. LOCATION FOR POSTING NOTICES:

1. All notices of unit owner meetings and meetings of the Board shall be posted in an area of the Condominium Property designated by the Board from time to time as the location for posting such notices.
2. All approved ARC notices are to be posted on the front door of units before work begins. The notice will remain in place throughout the duration of all related work. The notice will be removed on completion of work.

XXVIII. APPROVALS:

All approvals required or permitted hereunder from the Association shall be in writing.

EXHIBITS:

Exhibit A - Definitions, pictures of:

1. Porch – area directly outside each unit’s front door. Middle units will have a shared porch, end units have individual porches. These fall under “common area” guidelines.



Single porch

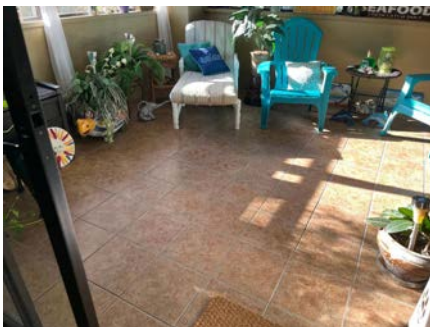


Lower Unit Porch



Shared Porch

2. Lanai/Balcony – screened or glassed-in area directly outside each unit’s sliding glass doors. These fall under “Limited use common area” guidelines. Similar to garage areas.



3. Landing – a level area between one flights of stairs and another. These fall under “common use” guidelines.

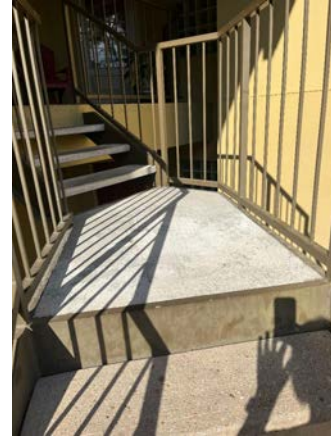
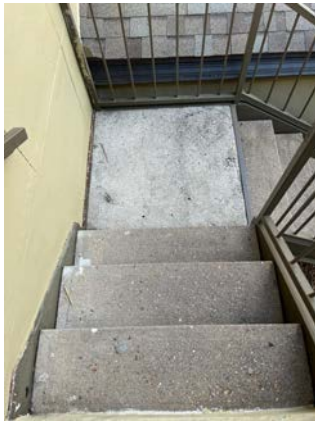


Exhibit B plant/pot sizing:



Single unit landing must have potted plant or small, approved decoration in the back corner and may only be 12” x 12” so as not to impede visitors, deliveries or first responders.



Shared porches must have three feet of clear walkway to each unit. No outdoor furniture, plants, decorations or obstructions must be in this area.

Exhibit C - Leasing Permit sample and restrictions:

See document “Declaration of Condominium for Lakecrest, a condominium”, Section “XV Use Restrictions”, subsection I, sections 1, 2, 3, 4” for rules and restrictions pertaining to leasing. This document is available to residents on the <https://lakecrestcoa.com/> site in the “resident documents” section.

This “Lease Permit Application” document is available to residents on the <https://lakecrestcoa.com/> site in the “resident documents” section.

The management company is required to keep all approved “Leasing permit applications” and related unit/tenant lease info on file. Additionally, the management company is required to keep an up to date list of all actively leased and available to lease units in a format that is easy to report to the board and membership.

Lease Permit Application Sample screen shot:

LAKECREST CONDOMINIUM ASSOCIATION, INC. LEASE PERMIT APPLICATION

Pursuant to Article XV(I) of the Declaration of Condominium of Lakecrest, a Condominium, leasing of Units within Lakecrest are restricted to preserve the character of the Condominium as predominately owner-occupied and to comply with eligibility requirements for financing in the secondary mortgage market. Therefore, Unit Owners **must** receive a permit prior to leasing their Units.

Date of Application: ___/___/____ **Unit #:** _____

Unit Owner Address: _____

Unit Owner(s) Name(s): _____

Email Address(es): _____

Contact Phone Number: _____

Type of Permit Requested: Leasing Permit Hardship Leasing Permit ***(1 Year Only)**

Explanation of Hardship (if applicable): _____

Signature of Unit Owner(s): X _____

(This Section to be Completed by Association)

The application has been: Approved Denied

If Approved, Type of Permit Granted: Leasing Permit Hardship Leasing Permit

Hardship Permit Expiration Date (if applicable): ___/___/____

Authorized Representative Signature: X _____ **Date:** ___/___/____

Authorized Representative Printed: _____

IF YOUR APPLICATION HAS BEEN APPROVED, THIS CONSTITUTES YOUR PERMIT. THE BOARD OR ITS DESIGNEE MUST APPROVE THE FORM OF THE PROPOSED LEASE SO YOU MUST PROVIDE A COPY OF THE PROPOSED LEASE TO THE BOARD OR ITS DESIGNEE AT LEAST SEVEN (7) DAYS PRIOR TO ENTERING INTO THE LEASE. ALL LEASES MUST BE FOR A STATED DURATION OF AT LEAST SIX (6) MONTHS. ONCE THE FORM HAS BEEN APPROVED, A COPY OF THE EXECUTED LEASE MUST BE PROVIDED WITHIN TEN (10) DAYS OF EXECUTION.

Conditions of Leasing Permits: Lease permits may only be issued if current, outstanding lease permits have not been issued for more than 25% of the total Units in Lakecrest. A lease permit shall automatically be revoked upon happening of the following events: (1) the sale or transfer of the Unit to a third party; (2) the failure of a Unit Owner to lease his or her Unit within ninety (90) days of issuance of the lease permit; or (3) the failure of a Unit Owner to have his or her Unit leased for any consecutive ninety (90) day period thereafter. Unit owners who have been denied a lease permit will be placed on a waiting list with certificates being issued on a first come, first served basis.

Conditions of Hardship Leasing Permits: The decision of whether to issue a hardship certificate in any particular instance is within the Board or its designee's sole discretion. Hardship leasing permits shall **only be valid for a term not to exceed one year.** After the expiration of the hardship permit, a new application must be completed. Please understand that issuance of a hardship permit in one instance does not guarantee issuance in any other instance.

Exhibit D

Florida Statute Section 718.111(12)(c)

Required Documents:

1. All plans, permits, warranties and other items the developer provided to the association upon turnover.
2. The Declaration of Condominium and any approved amendments.
3. The Bylaws and any approved amendments.
4. The Articles of Incorporation and any approved amendments.
5. The current Rules & Regulations (old versions do not need to be maintained)
6. Meeting minutes of all association meetings for the last seven years.
7. Any audio or video recordings of association meetings (at least until the minutes from the meeting has been approved)
8. A current roster of all homeowners' unit numbers, mailing addresses and telephone numbers.
9. A current roster of all homeowners' email addresses and fax numbers if the owner has consented to receive notice by electronic transmission. This information is not available to other homeowners unless the homeowner has consented to receive notices by electronic transmission.
10. Current insurance policies (old policies do not need to be maintained)
11. Every contract to which the association is or was a party (including management, janitorial and landscaping contracts, to name a few) over the last seven years.
12. All accounting records of the association for the last seven years. Details surrounding accounting record retention will be discussed in a [separate post](#).
13. Ballots, sign-in sheets, voting proxies and any other documents related to a homeowner vote for one year from the date of the vote.
14. A copy of the current question and answer sheet referenced in FL Statute 718.504. As sample of this sheet is available from the Florida Department of Business Regulation (Form CO 6000-4).
15. All other pertinent records of the association.

The association's official records must be available for homeowner viewing. Homeowners have the right to view and photocopy all of the association's official records with the exception of (1) documents protected by lawyer-client privilege; (2) information associated with the sale of a unit; (3) homeowner medical records and other confidential information such as Social Security Numbers; (4) association security information; and (5) personnel records (if the association has employees). If the homeowner requests a hard copy of a specific record, the Association may charge the homeowner its actual costs to prepare those records for the homeowner.

Exhibit E

Florida Statute Section 718.112(2)(a)(2)

Responding to Written Inquiries

When a unit owner of a residential condominium files a written inquiry by certified mail with the board of administration, the board shall respond in writing to the unit owner within 30 days after receipt of the inquiry. The board's response shall either give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the division. If the board requests advice from the division, the board shall, within 10 days after its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the board shall, within 60 days after the receipt of the inquiry, provide in writing a substantive response to the inquiry. The failure to provide a substantive response to the inquiry as provided herein precludes the board from recovering attorney fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry. The association may through its board of administration adopt reasonable rules and regulations regarding the frequency and manner of responding to unit owner inquiries, one of which may be that the association is only obligated to respond to one written inquiry per unit in any given 30-day period. In such a case, any additional inquiry or inquiries must be responded to in the subsequent 30-day period, or periods, as applicable.