

# **Lakeside Village Condominium Association**

## **Rules and Regulations**

### **PREFACE**

Every unit owner has, or should have copies of several condominium documents, which include "The Declaration of Condominium", "Articles of Incorporation", "By-laws of Association" and the "Long-Term Recreation Lease." You should have obtained these at the time of your purchase of the unit from the seller. If you do not have them, you may inquire at the condominium office into the possibility of acquiring them at a moderate cost.

These documents are important, among other things, they contain important information about some basic rules and regulations.

To supplement these regulations, the Board of Directors of the Association is authorized to determine additional regulations to help in the orderly administration of the affairs of the condominium and to help insure the peaceful and equitable use by the unit owners of all the facilities.

To that end, the Board of Directors has adopted the comprehensive set of Rules and Regulations contained herein. It is requested that you become familiar with them.

This copy of the Rules and Regulations is designed to bring them up-to-date and present them in one complete package for easy reference. This does not mean that there will be no future changes and additions, but as of now you may consider this as definite compilation for your guidance.

Therefore, if you are a unit owner you should keep this booklet with the other important documents relating to your ownership of your unit and pass it along with the other documents to those to whom you may sell or transfer your apartment in the future. To lessees, you will be given a copy at the time you rent the apartment and will be expected to abide by the regulations herein.

The rules are not intended to be restrictive. Rather, it is hoped that they will help to make your residence in Lakeside Village a happy, trouble free one.

Adopted by the Board of Directors, February, 1997

Effective as of March 1, 1997

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**Rules and Regulations**  
**USE AND OCCUPANCY**

The owner of a unit shall occupy, or rent for use, his/her apartment as a single family private dwelling for the owner and the members of the family and his social guests and for no other purpose. Buildings 2, 3, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 20, 21, 22, 23, and 24 are buildings intended to provide housing for residents who are age 55 or over. No permanent occupancy of any unit in these buildings is permitted by a person under age 18. In addition, units must be permanently occupied by a least one person age 55 or over. In buildings 1, 4, 18, 19, and 25 there are no age restrictions\*

\*Amendment to the Declarations of Condominium for Lakeside Village Condominium No. 2, No. 9, No. 11:

The owner of a unit shall occupy and use his unit as a single family private dwelling, for himself and the members of his family, and his social guests, and for no other purpose. No children under fifteen (15) years of age shall be permitted in any of the units or rooms thereof in this Condominium, except that children may be permitted to visit and temporarily reside for reasonable periods in any calendar year.

**Occupancy regulations:**

Studio and One Bedroom Apartments – No more than two (2) occupants

Two Bedroom Apartments – No more than three (3) occupants

The Association considers the restriction on the number of occupants necessary to avoid excess wear and tear caused by multiple occupants and to maintain a quiet and peaceful community.

Exceptions to the occupancy restrictions may be made in the case of hardship; i.e. in the case of parents or children being solely dependent upon the resident. Requests for exceptions must be made to the Board of Directors and its approval must be obtained.

Immediate family members can stay in an apartment as a visitor for 30 days per year without the owner being present. Owner must be present if the visitor is not a family member.

No lease shall be for less than three (3) months and there shall be no more than two (2) such leases in a fiscal year. The fiscal year being the period between May 1 through April 30.

\*No unit can be rented before two (2) years of ownership has passed. Adopted by the Board of Directors in 2005

### **Application requirements;**

Applications for approval of sales and rentals must be submitted, accompanied by a fee of \$100.00 to cover investigation costs. Applications should be received by the Board a minimum of 30 days before the sale or rental becomes effective, or sooner, if possible. Extension or renewal of a lease must be approved by the Board of Directors; however, no charge shall be made for such extension or renewal, and no personal interview is needed. However, a partial application must be completed.

If immediate family member (son, daughter, mother, father, brother, sister) moves in with the owner, they must fill out an application, pay screening fee, and have a personal interview with the Sales and Rental Committee for approval where occupancy regulations apply. This same rule applies to friends living together. In a Senior Condominium containing persons age 55 and older, no person under the age of 18 may live as a permanent resident. Those Condominiums containing persons age 55 and under, no person under the age of 15 may live as a permanent resident.

Children of lessees staying with them for more than 30 days per year, must fill out an application, pay screening fee, and have a personal interview where occupant regulations apply without exceptions for hardships.

Seasonal lessees renewing again the following year and yearly lease renewals do not have to be personally interviewed. However, a partial application must be filled out and submitted to the office. Seasonal enters returning the following year must submit these before they leave if at all possible. No additional screening fee is necessary unless the persons have been away from Lakeside Village for more than 24 months from the day of departure.

Any current owner or renter wanting to purchase a unit must fill out a partial application. However, a screening fee or personal interview is not required.

Persons claiming inheritance, survivorship, or transfer of ownership must show legal documentation of ownership of the unit before it can be registered in their name. They must fill out an inquiry sheet, but a screening fee and personal interview are not required.

When purchaser or renter is unable to appear for a personal interview by the Sales and Rentals Committee, they will be tentatively approved and must have their personal interview as soon as they arrive at Lakeside Village.

It is the responsibility of the seller of a unit to supply the purchaser with all the necessary Condominium documents and appropriate keys. Condominium documents may be obtained at the Condominium Office for a moderate fee. A recreation area fob may also be purchased.

The unit owner shall not permit or suffer anything to be done or kept in his unit which will increase the rate of insurance in the Condominium property, or which will obstruct or interfere with the rights of the other unit owners, or annoy them by unreasonable noises, or otherwise, nor shall the unit owners commit or permit any nuisance, immoral, or illegal acts in or about the Condominium property.

Unit owners and lessees are prohibited from using their units for any commercial purposes.

### **Rules and Regulations**

The Association has the right to retain a key to all units pursuant to its right of access. Failure to supply a key to the association will subject the unit owner to the cost of entry by the Association.

No unit owner can enclose their patio or install hurricane shutters without prior approval of the Board of Directors.

Upon request, the Board of Directors will install a concrete ramp at the owner's expense at an apartment door, where practical, for the use by residents who require a wheelchair. The residents may use a temporary ramp of wood or other material but must immediately apply to the Association for a permanent ramp.

Major alterations to a unit, such as wall additions or removals, which alter the configuration of an apartment are prohibited.

If any repair work is done in an apartment, the unit owner is responsible for any damage or other mess done to any of the common elements, such as catwalks, lawn or parking areas, dumpster room etc. This must be corrected by the unit owner or his agent within seven (7) days to avoid a fine. If it is necessary for the Association to correct the problem, the unit owner will be billed for the cost.

The installation of ceramic tile, laminate, or wood floors on the 2<sup>nd</sup>, 3<sup>rd</sup>, or 4<sup>th</sup> floor of a building needs to be approved by the Board of Directors. The patio area may be tiled without approval.

The replacement of air conditioner compressors requires a permit from the Village of Palm Springs Building Department.

All of the common elements must not be obstructed or encumbered or used for any purpose other than ingress or egress to or from the premises, nor shall any object be stored thereon.

The personal property of all unit owners shall be stored within their condominium units.

No items such as linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind shall be shaken or hung from any windows, doors, or balconies or exposed on any part of the common elements.

No aerials or antennas are allowed. No awning, shutter, canopy, or other projection shall be attached to or placed on the outside wall or roof of a building. No exterior blinds, shades, screens, decorative panels, window or door covering shall be attached to or hung or used in any connection with any window or door in a unit.

The unit owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, or windows of the building(s); nor shall they place any furniture or equipment outside their unit, except with the prior written consent of the Management.

NO BARBECUING is permitted on the patios or units other than electric grills. Barbecuing on common elements is not permitted except at the designated areas and the Clubhouse. Reservations must be made at the office and this also requires board approval.

### **Rules and Regulations**

Refuse and garbage shall be deposited in the area provided for. All refuse and garbage must be properly packaged and wrapped in plastic. All cardboard must be flattened and placed in the dumpster. Please use recycle bins for recyclable material.

Laundry rooms are to be used exclusively for washing clothes only. Any other activity such as washing or dyeing hair is prohibited. The first wash is to begin no earlier than 8:00 a.m. and the last wash no later than 9:00 p.m. Washer and dryers must be cleaned, including dryer filters, by the user after each use. These machines are for the use of Lakeside Village residents only.

If the exterminator is prevented from extermination in any unit for more than two (2) consecutive visits, the unit owner could be fined. Documentation must be submitted to the management office and kept on file if the unit owner does not want the exterminator to enter their unit.

No unit owner shall make or permit any disturbing noises in the building by himself, his family, servants, employees, visitors, and licensees; nor do or permit anything by such persons that will interfere with the rights, comforts, or conveniences of the unit owners.

No musical instruments, phonograph, television sets, radio or sound amplifier shall be played in such a manner as to disturb or annoy other occupants of the condominium. No unit owner shall conduct or permit to be conducted vocal or instrumental instruction at any time.

No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted, or affixed in or upon any part of the condominium unit by any unit owner or occupant.

No skateboards or rollerblades are allowed to be used anywhere within Lakeside Village.

No clothes washers or dryers are allowed within the individual units. This includes roll-

away type machines.

During the holiday seasons, limited exterior displays are permitted only on windows and/or doors. Nothing is to be mounted to the side of any building, lamp posts, trees or bushes.

Security gates around our administration building, auditorium, and swimming pools are to be kept locked at all times.

Anyone not conforming to any of the rules and regulations pertaining to the clubhouse, the recreation area, and the facilities therein, shall be requested to leave the premises, and if refusing to do so, shall be deemed to be a trespasser and subject to eviction or prosecution.

All guests of unit owner or renter, regardless of length of stay, must be registered in the office.

## **Rules and Regulations**

### **CLUBHOUSE AND RECREATIONAL AREA**

Adult guests eighteen (18) years of age or older may use all the facilities in the club room. Guests under 18 years of age must be accompanied by the unit owner when using these facilities. Proof of age may be required. Various signs will alert you to age restrictions.

The workshop must be kept clean and tools in good repair. Any equipment damaged must be replaced or repaired by the person causing the damage. Persons using the workshop do so at their own risk. The Association cannot be responsible for any injuries caused by using the equipment. The workshop is for personal use only. It is not to be used for business in any way. Workshop hours are 9:00 a.m. to 3:00 p.m. weekdays only.

Vandalism of any kind, including damage to, or removal of furniture or sports equipment from the designated areas, or damage to the common elements or recreation area shall be subject to a fine imposed on the unit owner, and the cost of repairing all damage must be repaid by such unit owner.

No alcoholic beverage shall be allowed at the clubhouse except as part of a planned social

activity.

No one (unit owner, lessee, guest, visitor) shall at any time remove any furniture, chair, etc., from the auditorium, meeting rooms or clubhouse.

No one shall, at any time, remove chairs, lounges, or any other furniture or equipment from the poolside area.

Any unscheduled activities must be cleared with the Board of Directors.

No one shall at any time remove any sports equipment from the sports area for which such equipment is designated; all equipment must be returned to its proper storage area at the conclusion of its use.

Any damage to equipment or the premises caused by a unit owner, his family, servants, guests, etc., shall be paid for by the unit owner responsible. The cost thereof shall be a charge upon the unit owner as a special assessment.

## **Rules and Regulations**

### **SWIMMING POOL AREA**

Unit owners, lessees and guests must have a fob to enter the pool area.

Children 3 to 15 years of age are restricted to the use of the small pool and must be accompanied by an adult. Children under three (3) years of age are prohibited the use of the pools. Anyone wearing diapers is restricted from the use of the pools.

A shower is mandatory before entering pools.

No games, diving or jumping, running, play equipment, diving masks, etc. are permitted in or around the pools.

No glass or breakable containers are allowed.

No radio or sound device is allowed except with earphones.

Persons using body lotion, oils and the like are required to cover poolside furniture with

toweling during use.

Food and drink are not permitted in the pool area.

Pool steps must be kept clear at all times.

Four (4) feet of clearance must be kept around the perimeter of the pools

Items such as bicycles that might create annoyance or hazard are not permitted in the pool area.

Wet bathing suits are not permitted in the large clubhouse. An outer shirt or robe and footwear must be worn.

Lawn furniture shall not be used as footstools or any purpose other than to be sat on.

The pools are open at 8 a.m. and closed at dusk, which is 30 minutes after sunset.

## **Rules and Regulations**

### **VEHICLES AND PARKING**

No more than one parking space is assigned to each unit. Unit owners must use that space for parking their vehicles and cannot park their vehicles in a guest space or someone else's space, leaving their assigned space unused. However, unit owners owning more than one vehicle may park the additional vehicle in a guest space or in another unit owner's unused space, if a mutually agreeable arrangement is made with that unit owner. No vehicle can be left in a guest spot for more than 30 days.

Vehicles are to be parked head-in at all times.

All vehicles must display a valid license plate.

Car washing by hose is prohibited. Unit owners may wax or clean their cars by hand using pails of water.

Blocking the door of garbage removal areas is prohibited.



Parking on the grass areas, fire lanes, or crosswalks is prohibited.

Commercial vehicles, boats, recreation vehicles, trailers, motor homes, campers, motorcycles, mopeds, etc. are not permitted to be parked on condominium property.

Subject to prior approval by the manager and two (2) members of the Board of Directors exceptions will be made for the following:

Pick Up Trucks must be capped or have a suitable secured cover or fitted tarp. No items can protrude beyond the perimeter of a cap or cover. Trucks longer than 18 feet are not permitted.

Panel Trucks cannot be equipped with exterior appendages or cribs so as to carry ladders and pieces or equipment or materials.

Vans that are used for personal transportation are permitted.

Any type of commercial identification is not permitted on the exterior of vehicles.

Persons who violate the vehicle parking restrictions will have their vehicle towed away at their risk and expense.

**Rules and Regulations**  
**VEHICLE AND PARKING**  
**Car tag/sticker policies**

These policies are for all unit owners, full time and seasonal renters at Lakeside Village

There will be two (2) kinds of tags/stickers issued:

- Silver and Green triangle sticker – unit owners and renters
- Yellow hang tag for 31 days or less – visitors

Every parking sticker issued after April 6, 2018 will cost \$5.00.

Residents who own two (2) cars will be charged \$10.00 for the second car.

Anyone with three (3) cars will be charged \$100.00 for the additional car.

**NOTES:**

Visitors are required upon arrival on our property to come to the office and get a visitor's hang tag. The cost of the hang tag is \$50.00 and is refundable upon return of the hang tag. If the visitor does not return the hang tag within the 31-day time limit, the \$50.00 is forfeited.

Rental cars will be issued the hang tag for \$50.00 (refundable) for up to 31 days. If a rental car is on our property longer than 31 days, you will be issued a sticker.

Renters (full time and seasonal) are required upon arrival on our property to come to the office and get a sticker for \$5.00.

**REMINDER:**

If you want to park in another unit owner's parking space, you must have permission in writing and signed by you and the owner. A copy of the permission form is filed in both unit owner's files in the office.

**Rules and Regulations**

**PET POLICY**

No animals or pets of any kind shall be kept in any unit or on any property of the Condominium Association, except with the written consent of and subject to the Rules and Regulations adopted by the Board of Directors for keeping of said pets.

**RULES AND REGULATIONS FOR SERVICE OR ASSISTANCE ANIMAL  
REQUIRED PURSUANT TO THE FAIR HOUSING ACT  
IN AN OTHERWISE PET FREE CONDOMINIUM ASSOCIATION**

- No Owner/Resident shall be permitted to keep as an assistance an aggressive breed or breed mix on the Association Property ("Property") and no dog which

has been classified as a dangerous dog or vicious dog under Florida law, county or municipal ordinance, shall be kept on the Property. Further, the foregoing provisions notwithstanding, the Association shall have the power to require and enforce the removal of any assistance animal from a unit should the resident not comply.

- An Owner/Resident with an approved assistance animal shall not allow such to create a nuisance or become a nuisance as may be determined by the Board in its sole discretion. The term nuisance in this paragraph shall include but not limited to aggressive behavior and disturbances to other residents by barking, scratching, screeching, howling, and other sounds or allowing the assistance animal to defecate on the Common Elements. Further, an Owner/Resident with an assistance animal shall properly maintain the assistance animal's living conditions in the Unit, to prevent an unsanitary condition from developing. An Owner/Resident shall not allow fecal matter to accumulate in the Unit or on Common Elements.
- Assistance animal shall always be on a fixed, short leash when on the Property outside of owner/resident's unit.
- All sliding doors and other doors to the unit where the assistance animal resides shall be closed when the assistance animal is left unattended in the unit. Assistance animal shall not be permitted on unit balcony(s) unattended and shall not be left tethered on the common elements (balcony and or any other area of the building). The balcony may not be utilized as a bathroom for the assistance animal.
- Assistance animal shall be walked on the Property in an area designated by the Association. Owner/Resident must immediately pick up and dispose of assistance animal's waste unless unable due to a physical limitation. Solid animal waste must be bagged before disposed in a manner so as not to create odors or exposure to waste. Assistance animal cannot be walked on the association grass and only in the designated area.
- Owner/Resident shall be responsible for the cost of any and all repair of damage to the Common Elements caused by the animal.
- Owner of the assistance animal acknowledges that they shall be responsible for any injury sustained by assistance animal on Association property or Common Elements
- Owner of the assistance animal acknowledges that the Association shall not be responsible for any injury sustained by assistance animal on Association property

and Common Element.

- Owner/Resident is responsible for maintaining the assistance animal in a “flea free” condition and for obtaining all appropriate inoculations on a current basis. Further, the Owner/Resident shall properly maintain the assistance animal’s living conditions in the unit to prevent an unsanitary condition from developing.
- Owner/Resident shall abide by all local laws regarding animal safety and care. Owner/Resident shall, upon request provide proof to the Association that the assistance animal is properly registered in Palm Beach County and has up-to-date vaccinations as required by Palm Beach County. While on Common Elements, assistance animal shall wear current, county required registration tags securely fastened about the assistance animal’s neck by a collar, harness or other substantial device so as to be clearly visible at all times.
- Owner/Resident agrees to hold the Association harmless for injuries and/or damages caused by his/her assistance animal.
- Owner/Resident shall comply with the Association’s governing documents and rules and regulations as they apply, including but not limited to undue disturbances and nuisances to other residents. The Association will pursue all available remedies under the law and the Governing Documents for any violation of the rules and regulations promulgated by the Board.

These rules are subject to change and modification at any time by the Board of Directors.

Adopted by the Board of Directors – April 6, 2018

## **Rules and Regulations**

## **ENFORCEMENT**

Rules and Regulations are obeyed by most unit owners, renters, and guests in the spirit in which they were made; namely, to ensure a peaceful and happy occupancy of one's home here at Lakeside Village. However, sometimes these are ignored or violated. For this reason, there must be means for enforcing them.

The primary responsibility of enforcing the rules lies with our management company and manager. No unit owner should take it upon him or herself to be a policeman or security guard. If you should notice someone inadvertently, or through ignorance of a restriction, doing something which would be corrected by calling it to their attention, you can do so quietly and tactfully. Otherwise, report it to the office for action by the Manager or Board of Directors.

These are certain guidelines that will be followed in case of a violation.

Monthly maintenance and special assessment charges are to be paid on time. They are payable by the 10<sup>th</sup> of the month in which due. If not paid by then, the non-payer will be notified that a late charge of \$25.00 is being levied. If not paid by the second month, another \$25.00 late charge will be made, plus an interest charge, and the account will be turned over to our attorney for collection. This will cause an additional expense for attorney fees, which must be paid by the late unit owner. If this does not result in a payment, a lien will be placed on the apartment and, if not satisfied, foreclosure will take place.

A general rule that will be followed in all other infractions:

- A warning to cease the violation will be given the offender.
- If the offense is not ended or is repeated, a reasonable time (usually about two weeks) will be allowed the offender to correct the violation.
- If the violation is not corrected within the allotted time, the offender will be required to appear before a proper committee and will be instructed that a fine is being imposed until he does so. Depending on the nature of the violation, the Board of Directors may levy a fine up to one hundred (\$100.00) dollars per offense against the unit owner or occupant. Each day during which the violation continues shall be deemed a separate offense.