

# LAKE FOREST CONDOMINIUM ASSOCIATION OF PINELLAS COUNTY, INC.

## RULES AND REGULATIONS

Effective 2018

The following Rules and Regulations represent the latest edition of the same, and all earlier editions are hereby superseded. Where applicable, City Ordinances do apply.

For the purpose of these Rules and Regulations, the definitions as used in the Florida Statutes, as amended from time to time, shall be controlling.

**NON-COMPLIANCE WITH THESE RULES AND REGULATIONS BY ANY OWNER, TENANT, OR OTHER INDIVIDUALS SHALL SUBJECT THE OWNER, TENANT, AND OTHER INDIVIDUALS, AS APPLICABLE TO LEGAL PROCEEDINGS, INCLUDING BUT NOT NECESSARILY LIMITED TO ARBITRATION WITH THE DIVISION OF CONDOMINIUMS AND/OR THE CIRCUIT COURT PROCEEDINGS. INCLUDED AS PART OF SUCH ACTION THE ASSOCIATION SHALL BE ENTITLED TO, AND SEEK, RECOVERY OF ALL ATTORNEY'S FEES AND COSTS INCURRED BY THE ASSOCIATION IN PURSUING THE MATTER. ADDITIONALLY, VIOLATIONS BY AN OWNER, TENANT OR OTHER INDIVIDUAL MAY SUBJECT OWNER TO THE IMPOSITION OF FINES OF UP TO \$100.00 PER OCCURRENCE OR DAY, UP TO \$1,000.00 FOR A CONTINUING VIOLATION, AND VEHICLES PARKED IN VIOLATION OF THESE RULES MAY BE SUBJECT TO TOWING.**

### **All owners and tenants shall:**

1. Pay all assessments levied by the Association in accordance with the governing documents. Such obligation is also imposed upon a tenant, with regard to payment of rents to the Association, upon demand, if the unit owner is delinquent in payment of any monetary obligation due the Association. Recognize that assessments by taxing authorities for the payment of ad valorem taxes and special assessments will be against the condominium parcel and not upon the condominium property as a whole.
2. Maintain in a clean and sanitary manner, and repair, his/her unit and all interior surfaces within his/her unit (such as the surfaces of the walls, ceiling, floors), whether or not a part of the unit or common elements, and maintain and repair the fixtures therein and pay for any utilities which are separately metered to his/her unit.
3. Not use or permit the use of his/her unit for any other purpose other than as a single family residence (as defined in Section 7.2 of the Declaration). Not divide or subdivide a unit for the purpose of sale or lease. In compliance with the Declaration, Article 2, Section 2.6 (d), the enclosed garage shall remain as a garage and not be converted to a living area.

Not permit or suffer anything to be done or kept in his/her unit which would increase the insurance rates on his/her unit or the common elements, or which will obstruct or interfere with the rights of other members. Nor shall the aforementioned cause or permit to be caused any other unusual foul or noxious odors, or any activity which would be disturbing to other occupants of the condominium. Not play upon or permit to be played any musical instrument or operate or permit to be operated a stereo, radio, television, or other sound amplifier system or any other unreasonable disturbing noises in a unit in such a manner as to disturb or annoy other occupants of the condominium.

a) Quiet Hours – 9pm – 8 am

b) Construction Hours – 8am – 6pm, Monday – Saturday

c) No construction is allowed after hours or on Sunday unless it's an emergency.

5. Not make any use of a unit that violates any laws, ordinances and regulations of any governmental body having jurisdiction thereof. Not keep in his/her unit or in any storage area any flammable, combustible, or explosive fluids, chemical or substance except such as required for normal household use. Not commit or permit any nuisance, immoral or illegal act in his/her unit or on the common elements.
6. Conform to, and abide by, the Declaration, Bylaws and Rules & Regulations in regard to the use of the unit and common elements and see that all persons using the owner's property by, through or under him/her do likewise.
7. Make no alterations, decoration, repair, replacement or change to the common elements or to any outside or exterior portion or surface of the building or to any limited common element, including, but not limited to, lawn, shrubs, trees, decorative borders, ground cover, or lawn ornaments, without board approval in the manner set forth in Section 12.3 of the Bylaws.

Owners must submit in writing, 45 days in advance, any alteration or modification request along with the alteration approval form. Approved decorative items must be no larger than 2'x3' in size, and no more than 2 decorative items per balcony – plus an American Flag (2'x3' limit does not apply). Items must be attached to the frame around the doors & garages, NOT on the siding, fascia, soffit, truss or other exterior area comprising the structure of the building.

American flags can/should be hung according to the Flag Code adopted by the National Flag Conference. Seasonal decorations are allowed and are to be hung by clips (see website, [www.lakeforestcondoassn.com](http://www.lakeforestcondoassn.com) , for correct type of hanging device), and must be removed within 14 days after the holiday.

Because many plants & shrubs are invasive and can endanger foundations, driveways, plumbing etc., any owner or tenant wishing to plant trees and shrubs must have approval from the Association.

No plants or other items may be kept on railing or attached to the siding of the building. Nails, screws, etc., invasive to the siding, are not permitted to be used (see website for correct type of hanging device). Plants may be kept on the balcony on plant stands a minimum of 2" above deck and must be maintained by the owner in good condition.

Items kept on balconies must be those items typically used on balconies of this nature (i.e., straight back lawn chair and/or small lawn furniture table). Storage of non-typical items, to be determined by the Board of Directors, shall be prohibited.

Not hang any laundry or other objects outside of the units.

8. Allow the Board of Directors or the agents and employees of the Association to enter any unit for the purpose of maintenance, inspection, repair, replacement of the improvements within units or the common elements, or in case of emergency threatening a unit or the common elements, or to determine compliance with the Declaration or Bylaws. In case of emergency and key not available, Association would engage the services of Locksmith to enter unit with the cost being the Unit Owner's expense.
9. Make no repairs to any plumbing or electrical wiring within a unit except by licensed plumbers or electricians authorized to do such work by proper governmental authority. Plumbing and electrical repairs within a unit shall be paid for and be a responsible obligation of the unit owner. Any alterations or modifications in a unit must be approved by Association by submitting Application for permit (available from Office) and obtain proper city permits. **ALL AIR CONDITIONING UNIT AND WATER HEATER REPLACEMENTS REQUIRE A CITY PERMIT WITH A COPY OF PERMIT PROVIDED TO OFFICE PRIOR TO START OF WORK. ALL OTHER CONTRACTORS MUST CHECK-IN AT THE OFFICE PRIOR TO STARTING WORK AND PROVIDE PROPER CITY PERMITS (IF PERMIT IS REQUIRED).** An outdoor outlet may be installed for electric cars at the expense of the unit owner. The association's electrical contractor must be utilized. Outlet location at Board's discretion in conjunction with a licensed contractor according to garage and door locations.
10. Keep garage doors closed at all times except when in operation or use.
11. Not place screens, jalousies or construct enclosures to their unit. A unit owner may install a uniform style screen enclosure, wrought iron security door, or exterior wooden stairs to the patios upon completion of an "Application for Permit for Construction", Association approval, and appropriate permit from the City of Pinellas Park. Any future maintenance, repair or improvements of said alteration would be the responsibility of the individual unit owner(s) and all the successors in title. In addition, if the alteration or improvement must be removed for maintenance of any other common property, the cost of removal and reinstallation would also be the responsibility of the individual unit owner(s) and all successors in title. Any remodeling upgrade to the unit must ensure that there can be no increase in weight (EX: granite countertops) to the final product, unless it's been inspected and approved by the Lake Forest maintenance and Board of Directors and/or licensed contractor. Increased weight could affect the original structural integrity of the building.

Be allowed to install hurricane shutters following the guidelines of this rule:

- a. Color of the shutters shall be the same as the color of the building.
- b. The shutters shall be one of the following: roll-up style, horizontal slats of foam core aluminum capable of being operated either by power or manually; or aluminum slide in panels with frames attached to building, with a wind rating of at least 140 mph.
- c. Before installing shutters, each owner must submit a complete application for Association's approval. Contractor is required to obtain proper City Permits and provide a copy to the office. The owner must sign an acknowledgment that the owner, his heirs, devisees and assigns are responsible for installation, cleaning, repair and replacement of the shutters. The owner must agree to restore the

exterior of the building to its original condition if the shutters are removed. All installation, cleaning, repair and replacement of the shutters, as well as restoration of the building shall be at the owner's expense.

- d. The signed acknowledgment must be recorded in the Public Records of Pinellas County, Florida with reference to the legal description of the unit.

12. Not allow any rubbish, refuse, garbage or trash to accumulate in places other than traditional trash receptacles; so that each unit, the common elements and limited common elements shall at all times remain in a clean and sanitary condition. This includes no storage of any items underneath back porches. All trash receptacles to be stored in the garage. Plastic bags, paper bags or boxes are not acceptable trash receptacles. All trash receptacles shall not be placed at curb for collection more than 24 hours prior to scheduled pickup date and all receptacles shall be removed from the curb no later than midnight of the pickup date.

13. Comply with parking and control regulations as follows:

- a. Make every effort to park all vehicles in the enclosed garages, and/or use the driveway appurtenant (attached) to the unit owned for additional parking.
- b. Parking spaces in off-street parking areas are marked and designated as "Visitor Parking Only" and shall not be used by residents.

Any resident known to be parking in the Visitor Parking areas will be subject to towing after receiving two (2) parking tickets. The first ticket issued will be a warning. The second ticket will be issued on the following day or upon a second violation notifying that vehicle will be upon the third violation or 24 hours after the second ticket is issued. A "Parking Permit Only" space may be available for a monthly rental fee, and anyone else is prohibited from using that marked space and may be subject to immediate towing, as noted above.

- c. Parking on the condominium property by residents is limited to private passenger vehicles, including vans or light trucks used as primary personal transportation and not for commercial purposes. Other vehicles, such as commercial vehicles (defined as all vehicles of every kind whatsoever which, from viewing the exterior of the vehicle, or any portion thereof, shows any commercial markings, signs, displays, equipment, inventory, apparatus or which otherwise indicates commercial use), trucks with a carrying capacity of one ton or more, buses, boats, travel trailers, boat trailers, mobile homes, motor homes, recreational vehicles, vans (other than vans primarily used to carry passengers), motorcycles, scooters, mini-bikes, golf carts or any type of trailer, etc., are to be parked in the garage or off-site. Exception only for a one hour period to load/unload or for a meal at your home.
- d. Not park on the streets in the condominium except for periods not to exceed 15 minutes for loading or unloading, or for active and/or manned service vehicles that could be moved immediately in case of emergency.
- e. Not permit vehicles which cannot operate under their own power to remain on the condominium property for more than 24 hours and no repair of vehicles shall be

made on the condominium property. **All vehicles must have a valid license tag displayed on vehicle. If license tag is not valid or visible, vehicle will be ticketed with 24-hour warning. After 24 hours, vehicle will be towed from Condominium Property.**

- f. Instruct guests to park in the driveway attached to the unit owned or in off-street guest parking areas. If you have a guest, you have 3 days to notify the office that they will be staying longer than 7 days.
  - g. Not park or drive on any grass on the condominium property. Not park or drive on any sidewalk on the condominium property. Not park in front of any mailbox station.
  - h. Not park in a vacant driveway unless you have written permission by the unit owner and a copy of such is on file at the manager's office.
  - i. Portable On Demand Storage a.k.a. PODS and/or dumpsters will be allowed to remain on the property for a period of 7 days maximum.
  - j. **EXCEPT AS SET FORTH IN SUB-PARAGRAPH (e) ABOVE REGARDING UNLICENSED VEHICLES, THIS REMEDY APPLIES.** IF RESIDENT IS IN VIOLATION OF ANY PARKING RULE, THE PARKING TICKET PROCESS WILL BE AS FOLLOWS: THE FIRST TICKET ISSUED WILL BE A WARNING. THE SECOND TICKET WILL BE ISSUED ON THE FOLLOWING DAY OR UPON A SECOND VIOLATION NOTIFYING THAT VEHICLE WILL BE TOWED UPON THE THIRD VIOLATION OR 24 HOURS AFTER THE SECOND TICKET IS ISSUED. **If there is a vehicle parked in Visitor Parking that may be a guest but does not have a visitor parking pass, tickets will be issued in the same manner as a Resident's vehicle and could be subject for towing if tickets are not acknowledged.** Violating vehicles shall be towed under authority of the Board of Directors at the vehicle owner's expense pursuant to Section 2.5(c) of the Bylaws.
14. Not obstruct the sidewalks or entrances, to any condominium unit or use the same for any purpose other than ingress to and egress from the units. Store all personal property in the condominium unit or garage when not in use. Entry hallways are not to be used as a storage area. In this regard, no bicycles, tricycles, toys, BBQ grills, basketball goals or personal property of any kind or nature shall be left outside the units or garages when not in actual use. In emergency situations, Fire Rescue Personnel should be able to access unit without having to clear a path to the front door.
15. Report complaints of an unusual or major nature, other than routine day to day complaints, regarding the service and maintenance of the condominium in writing to the manager or the agent designated by the Board.
16. No unit owner, resident, their families, guests, servants, employees, agents, or visitors shall at any time or for any reason whatsoever be permitted to enter upon or attempt to enter upon the roof of any of the buildings in the condominium.
17. Satellite dishes, aerials and antennas and all lines and equipment related thereto, located wholly within the physical boundaries of a unit's back porch, shall be permitted without any requirement for approval from the Board of Directors.

Not place antennas on the exterior of any unit or permit the same to protrude from any unit, except as hereafter provided and not operate ham radios from any unit or common element. Satellite dishes, aerials and antennas shall not be permitted on the common elements except to the extent required to be permitted by applicable law (including, but not limited to, the Federal Telecommunications Act of 1996). The Association shall have the right and authority, in its sole discretion and from time to time, to promulgate rules and regulations concerning the size and location of and safety restrictions pertaining to the installation of satellite dishes, aerials and antennas and all lines and equipment related thereto which shall be permitted on the common elements.

As to any facilities which are required to be permitted by applicable law or which may be approved by the Association, the following minimum standards shall be applicable:

- a. Owners wishing to install a satellite dish must obtain approval as to location and size from Association Board of Directors prior to any installation. Prior to installation, Contractor must report to office for instructions for installation.
  - b. No dishes, antennas or receivers shall extend to any height or length greater than necessary to receive an acceptable, quality broadcast signal.
  - c. All installations are to be completed in a manner that will cause the least adverse visual impact to the outside of the buildings and to neighboring properties, while still allowing an acceptable quality signal and not imposing any unreasonable increases in cost. Therefore, if the installation will be visible from the outside of the buildings or from neighboring properties, the Association may require inexpensive screening or painting in a color compatible with the building, in order to minimize any adverse impact.
  - d. Owners will be required to maintain all installations in a safe and proper manner.
  - e. No owner may install or maintain more than one antenna or satellite dish within or attached to their unit at any time.
  - f. To prevent potential damage to the buildings or any underground services, any contractor, including cable, satellite companies, etc., must check in at the office before performing any outside services or repairs.
18. Not exhibit, display, inscribe, paint or affix, in, on or upon any part of the condominium property, any sign, advertisement, notice or other lettering by any unit owner or occupants, except a single security system sign provided by the Security System Company which can be placed in front of your unit right outside the entry hallway. Real Estate Open House signs are permitted to be posted on condominium property **ONLY** on the day of an open house.
19. Prepare his/her unit prior to his/her departure for an extended period of time in the following manner:
- a. By removing all furniture, plants and any other objects from the unit owner's patio, courtyard, terrace or balcony, and

- b. By designating either a responsible caretaker, be it a firm or individual to care for his/her unit should his/her unit suffer any damage caused by storms, hurricanes, winds or other violent acts of nature.
  - c. Turn off main water valve that is located in the front of your unit.
  - d. A key may be left at the office to be locked in a cabinet in the event an emergency entry is required.
20. Not direct, supervise or in any manner attempt to assert any control over any of the employees, or contractors, of the Association nor attempt to send any employee(s) upon private business of a unit owner or resident. The employees of the manager and of the Association, if any, are employed for the purpose of providing for the efficient operation and management of the condominium.
21. Not peddle or solicit in, on or about the condominium, including placement of letters, advertisements, etc. into mailboxes. Federal Law permits only mail carriers to access mailboxes. Children living in the complex are permitted to promote their fundraisers.
22. Not exceed the speed limit of 15 mph on all condominium roadways. In this regard, the Board of Directors of the Association shall have the right to install and maintain speed bumps as deemed necessary.
23. A unit owner may keep no more than two (2) domesticated dogs, of gentle disposition, in his or her unit at any time. Under no circumstances will any dog whose breed is noted for its viciousness or ill-temper, in particular, the "Pit Bull" (as hereinafter defined), Rottweiler, Mastiff, Presa Canario, or any crossbreeds of such breeds, be permitted on any portion of the Property. A "Pit Bull" is defined as any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier or any dog displaying a majority of the physical traits of any one or more of the above breeds or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or Unit Kennel Club for any of the above breeds. Domesticated cats, fish, birds and hamsters are permitted in condominium units, provided they are properly confined or caged, and provided they are not bred for commercial purposes. No other pets of any kind shall be permitted in any unit. All such pets must be inoculated as required by law, and registered with the board of directors of the association. A copy of license and picture of animal is required upon moving in to the complex. Those animals, including cats, that are permitted are only allowed on the common elements or limited common elements, provided they are caged or leashed. No pet shall be kept tied outside a unit or on any balcony, unless a responsible adult is present in the adjacent unit. No dogs will be curbed in any landscaped area or close to any walk, but only in special areas designated by the board, if any. However, this provision shall not require the board to designate any such area. Unit Owners or other residents shall be responsible for picking up all excrement deposited by any pet as soon as practicable. Failure to pick up and properly and promptly dispose of such excrement shall be prima facie evidence that such pet is causing an unreasonable disturbance or annoyance hereunder. Any pet causing, creating or contributing to a nuisance, unreasonable disturbance, annoyance or noise shall be permanently removed from the property upon ten (10) days written notice from the board.
- NOTE: For full explanation of Pet Rules, please refer to Bylaws, Article 2, Section 2.5(b)(1).**

24. Not apply any reflective window coating or other substance to the windows of the condominium unit except for prior approved specifications as follows: charcoal, bronze or white in color not to exceed 30% opacity. Any such approved coating must be installed by professional licensed installers. Improper installations may be subject to removal. Any owner wishing to replace the unit's sliding glass doors must have Association approval.
25. Be on notice that the swimming pool and clubhouse are the exclusive use of the Lake Forest residents, day visitors and bona fide overnight guests from out of the area. **DO NOT open the locked gates for anyone you do not personally know, for the safety of residents and security of the property.** Owners and residents are responsible for seeing that their visitors and guests adhere to all rules and regulations of the Association as well as posted pool rules.

**Any Unit Owner wishing to reserve the Clubhouse and Pool facilities for a private party must contact the Management Office no later than 14 days prior to date of function. Unit Owner must complete and submit Application with required deposits.** Private swimming lessons for pay from an outside source is not permitted due to liability issues.

26. Not allow bicycles, motorized bicycles, vehicles, skate boards, roller blades, etc., across bridge/gazebo. Wheelchairs & strollers are allowed. No horseplay, hanging or standing on railings of bridge/gazebo.
27. Be on notice that the official sites for posting of all notices shall be the bulletin board on the left side of the front entrance to the Clubhouse, the bulletin board inside the Clubhouse and the display case on the west wall of the pool area. All notices required by law to be posted at these three locations. The use and enjoyment of any common elements and common facilities not herein before specifically mentioned and regulated are hereby restricted to only unit owners, residents and the guests of said unit owners and residents. The within provisions, rules and regulations are subject to change, modification or amendment pursuant to authority as is provided by the Bylaws of the Association.
28. Not be permitted to lease their unit except in compliance with Article 11, Sections 11.1 through 11.6, of the Bylaws of the Association, which require all leases to be approved by the Association and which restrict such leases to a minimum term of ninety (90) days. Only two units per family or entity are allowed to be owned at any one time and one unit must always be owner/entity occupied. See Amendment passed 2015, Declaration of Condominium, Article 7, Section 7.3 and Bylaws Article 11, Sections 11.2 and 11.6.

Not permit additional individuals to move into unit without Association's approval. In compliance with the Bylaws, Article 11, Section 11.8, any individuals occupying a unit for more than 30 days in a consecutive 12-month period, must be approved by the Association in the same manner as required for approval of tenants, regardless of whether any monetary compensation is received in connection with the occupancy. No unit can be rented out until a period of 2 years after purchasing the unit.

- a. If the owner violates this restriction, any period of time during which the unit is leased in violation of this restriction will be added to the two-year time period which starts when title to the unit is acquired.



- b. If a unit is currently leased at the time of a transfer, such lease is not to be renewed by the new owner and the tenant(s) are to be notified in writing of such non-renewal with a copy provided to the Association.
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- 29. **In accordance with City Code Enforcement**, feeding of ducks, squirrels, etc., is strictly prohibited. **If warnings are disregarded, unit owner can be issued a fine by the City of Pinellas Park, in addition to action by the Association for this violation.** Fishing is catch and release and is restricted to residents only. Harassment of turtles and any wildlife is strictly prohibited.
  - 30. Individual Yard/Garage Sales are not permitted. Lake Forest has two (2) annual Community Yard/Garage Sales, one in Spring and one in Fall.
  - 31. In accordance with the National Fire Protection Association code, 2012 edition, no gas grills, electric grills, charcoal grills, hibachi grills, wood burners or other similar devices used for cooking, heating or any other purpose shall be permitted on back porches, balconies, under any overhanging portion of building or within 10 feet of any building.

## POOL AND JACUZZI RULES

1. **WARNING:** No lifeguard on duty. **Cameras are used to verify rule compliance.**
2. Emergency assistance, please call 911.
3. Pool and Jacuzzi hours are **9:00 AM – 11:00 PM**; After 11 PM police are notified of any trespassing and police are authorized to take action on behalf of the association.
4. Pool capacity is 45 persons. Jacuzzi capacity is 9 persons.
  - **Maximum temperature for Jacuzzi is 104°; maximum use is 15 minutes**
5. Pregnant women, small children, people with heart problems and people using alcohol, narcotics or other drugs that cause drowsiness should not use spa without first consulting physician.
6. Shower before entering pool or Jacuzzi.
7. No Smoking in pool or Jacuzzi.
8. All guests must be accompanied, or verified, by a unit owner.
9. Children under 12 years of age must be accompanied by a parent, guardian or responsible adult when using the spa, clubhouse or gazebo.
10. Proper swim attire must be worn for swimming, i. e. , no cutoffs; no diapers; plastic pants/Swimmies (or any brand that prevents leakage) are required for babies. Incontinent persons must wear protective undergarment at all times. People with open wounds, contagious skin conditions, etc. should refrain from entering the pool or Jacuzzi until such conditions are healed and present no potential harm to anyone else.
11. No jumping, diving, horseplay or throwing objects in pool or Jacuzzi.
12. **DO NOT OPEN LOCKED GATE FOR ANYONE YOU DO NOT KNOW PERSONALLY**
13. No playing with safety devices.
14. **No GLASS** containers in pool area; aluminum & plastic beverage containers only; please recycle.
15. Please allow maintenance to complete jobs.
16. No bicycles, skateboards, etc. in pool area.
17. No animals in pool, on pool deck or in Clubhouse area, except for service animals.
18. No food or drink in pool.
19. Replacement pool keys shall be at a cost of \$55.00 the first time. Thereafter \$75.00 per request.
20. Management & Board members reserve the right to deny use of pool area to anyone at any time for various infractions such as excessive foul language, drunkenness, inappropriate behavior, etc.