

**LAKE PLACID PARK, INC.
APPROVED RULES AND REGULATIONS**

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INTRODUCTION:

Lake Placid Park, Inc. is a 55+ Shareholder owned Cooperative. The rules and regulations of this Park have been established to make living here pleasant for you and your neighbors. Pride in ownership is essential to maintain the property values. This can be best achieved by carefully following the rules and regulations set forth.

Definitions:

Exterior Changes Committee: A group of Unit owners, appointed by the Board or a Member of the Board to make recommendations to the Board regarding the Corporation budget or take action on behalf of the Board. Exterior Changes Committee approves/disapproves Unit owners' written request to change exterior condition of their Unit.

Governing Documents: The group of four (4) Documents that govern the business and affairs of the Corporation are: Master Occupancy Agreement, Articles of Incorporation, By-Laws, and Rules and Regulations.

Homeowner(s): Names of person(s) who appear on the legal title to the Unit. Homeowner(s) must be primary name(s) on the Corporation share.

Maintenance Committee: A group of Unit owners, appointed by the Board or a Member of the Board to make recommendations to the Board regarding the Corporation budget or take action on behalf of the Board. The Maintenance Committee deals with infrastructure of the Park including the lake.

Potential Homeowners Committee: This committee interviews potential Residents, runs background checks, checks identification, answers questions, and gives final approval of any sale in the Park. No sale can be closed without Committee approval.

Resident: A person(s) that occupies a Unit.

GENERAL:

1. a. All potential Shareholders and Residents must be interviewed, together, by the Potential Homeowner Committee.
- b. All potential Shareholders and Residents may not occupy a Unit PRIOR to the share of stock of the Cooperative being transferred to the new Shareholder.
- c. Lake Placid Park is designed and intended as a community for Residents who are fifty-five (55) years of age or older, persons under the age of 18 may not permanently occupy a Unit. Persons between the ages of forty-five (45) and fifty-five (55) may not permanently occupy a Unit unless there is at least one person who permanently resides in the Unit who is fifty-five (55) years of age or older and is a

Shareholder. Children under the age of eighteen (18) and adults under the age of forty-five (45) may be permitted to visit and temporarily reside in a Unit for periods as provided for in the Governing Documents. The Board shall have the sole and absolute authority to deny occupancy of a Unit by any person(s) who do not meet the occupancy requirements outlined in this section.

GUESTS:

2. Residents are welcome to have Guests at anytime. A Guest is limited to a total of 30 overnight stays in the Park per Calendar Year. Residents are required to submit a form, available at the Clubhouse or from the secretary, for Guests staying in their home. Exceptions to 30 overnight stays may be granted by the Board for extenuating circumstances upon written request.
3. Residents are responsible for damages, littering, or any negligence caused by themselves and their Guests. Since the Park pays for city water, doing laundry routinely in a Resident's home by or for any other than for Guests is prohibited.
4. a. In the event that all Shareholder(s)/Resident(s) are absent from their home, then only immediate family members are allowed to occupy their home as Guests. Immediate family members are: parents, children, spouses of children, grandchildren, siblings, spouses of siblings, nieces, and nephews. A Shareholder/Resident must notify the secretary PRIOR to the arrival of Guests. Immediate family members under 21 shall not be permitted to stay alone in the home. In the absence of the Resident, the relationship of the family member shall be identified on the Guest slip.

b. An exception to 4a may be made if approval is granted by the Board when a Resident allows another Resident to stay in his/her home because of an emergency such as a flood, fire, or tenting of home.
5. No children may be brought into the Park to be cared for on a regular basis.

CAREGIVER:

6. A Caregiver in order to reside overnight in a home in the Park, must stay in the home of the Resident receiving Caregiver services. Written documentation from the Resident's physician acknowledging the need of Caregiver's services shall be submitted to the Board for approval.
7. All Caregivers must have a background check completed and presented to the Board prior to being granted approval to be in the Park. Exception: When someone is hired through an accredited/bonded health agency/organization.

VEHICLES, TRAFFIC AND TRAILERS:

8. Guests occupying Recreational Vehicles may use the parking lot across from the Clubhouse for two overnight parkings per month. The Vehicle must be self-contained (water, shower, toilet) and no dumping permitted. Guests/Residents may park UNOCCUPIED Recreation Vehicles in the parking lot up to one week per Calendar Year providing space is available. Exceptions may be granted by the Board.

9. **The speed limit in the Park is nine and one half (9.5) miles per hour.**

10. Resident vehicles which are leaking fluids, noisy, emitting smoke, are in disrepair must be repaired immediately or removed from the Park. If Residents choose to make repairs themselves, the repairs must be completed in no more than two days and must not release any fluids or other hazardous material. Vehicles cannot be left on jacks or blocks overnight.

11. Gasoline powered motorcycles, mopeds, mini-bikes, golf carts, and go-carts are not to be operated in the Park.

12. Unregistered or inoperable vehicles are not allowed to be parked in any driveway or on common ground.

13. Resident and their Guest vehicles:

Resident vehicles:

a. Must be parked in their own driveway.

b. Can **temporarily** park on the street or their own lawn during the day. Daytime (sun-up until 10:00 P.M.)

c. Can park in another Resident's driveway with the permission of the Unit owner.

d. Can park in the parking lot on a temporary as-needed basis if their registered Guest is parked in their driveway.

e. Can park in the parking lot on a temporary as-needed basis with advanced written permission from the Board.

Guest vehicles:

a. Can park temporarily on the street or the lawn of their host during the day.

b. Can park in another Resident's driveway with the permission of the Unit owner.

c. Can park in the parking lot for the duration of their stay.

PAYMENT OF MAINTENANCE FEES:

14. Maintenance fee is based on not more than two (2) persons inhabiting a home. If you receive Board approval for an additional person to reside in your home, one-half of the maintenance fee per month will be charged for this person. **A late charge of \$25.00 will be made if the maintenance fee is not received by the bank in charge of the Lake Placid Park lockbox by the 5th day of each month.**

PETS:

15. Neither Residents nor their Guests may have pets in the Park except as follows:

- a. Residents may have spayed/neutered cat(s) with proof of spaying/neutering from the veterinarian. The cat(s) must remain in the home except when transported in a carrier/cage to be taken out of the Park. The cat(s) must remain in the home or when outdoors must be on a leash short enough to restrict the cat's movements to only the patio/driveway with the owner present with the cat(s). Cat owners must properly dispose of kitty litter waste. A violation of this rule could result in requiring the cat(s) to be removed from the Park.
- b. Any service animal that is medically required to accommodate a disability handicap. In this case the Resident must make application, AS OUTLINED IN RULE #16, to the Board requesting an exception to the Park's pet rule to accommodate the Resident's disability handicap.

REQUEST TO THE BOARD TO ACCOMMODATE A DISABILITY HANDICAP:

Submittal of Request:

16. a. When a Member is requesting the Corporation's Board to accommodate a disability handicap, it is imperative that the Member provide the Corporation with enough time to conduct a meaningful review of the request.
- b. A disabled/handicapped Member, Resident or any other entitled person must notify the Corporation of a request for a reasonable accommodation to allow a service and/or support animal and provide documentation supporting the request in compliance with the Florida and Federal Fair Housing Acts, and obtain approval of the animal, PRIOR to bringing an animal on the Corporation property. This applies to Members, Guests, or an other entitled person visiting or residing on the Corporation property.
- c. It is the Members' responsibility to ensure that the Member(s), Guests and/or visitor(s), that may require a reasonable accommodation, comply with the stated guidelines herein PRIOR to bringing an animal on the Corporation property.
- d. The requested information must include a statement from the requesting party's treating medical provider stating:
 1. That the requesting party is physically or mentally disabled; explaining which major life activities are substantially impaired.
 2. Explaining how the animal will ameliorate the effect of the disability (if a service animal, stating what tasks the animal is trained to perform).
 3. Whether the condition is temporary or permanent.
 4. Provide the credentials of the medical provider providing the statement.
- e. If the requester is receiving Social Security disability benefits, a copy of the summary page with personal information redacted (obscured or removed) demonstrating whether the disability is physical or mental.

f. Although requests are not required to be in writing, a written request sent to the Corporation's secretary or Managing Agent at: (CONDOMINIUM ASSOCIATES, 3001 Executive Drive, Suite 260, Clearwater, FL 33762, Attention: Client Services) will likely expedite the process.

Procedure for Reviewing a Request for Reasonable Accommodation:

g. Upon receipt of the request for accommodation and medical statement from the treating medical provider, concerning the Member, Resident, or other entitled person's request for a reasonable accommodation(s) to the Corporation's pet restriction, every effort will be made to have the request forms reviewed by the Board within 30 days of receipt in the Corporation's management office.

h. The Member, Resident, or other entitled person will be notified in writing of the Board's decision.

i. If additional information is required by the Board, the review may take longer, and the submitting Member, Resident, or Guest will be advised in writing.

j. Additionally, it may be necessary for the Corporation's legal counsel to review the documentation submitted in support of a request for a reasonable accommodation, which in turn, may prevent the Board from providing Member, Resident, and/or Guest with a decision within 30 days. The Corporation will engage in the interactive process to obtain the necessary information to conduct a meaningful review of all requests.

k. If the request is approved, any condition(s) of approval will be provided in writing. If disapproved, the reason for disapproval will be provided in writing.

RULES FOR ANIMALS APPROVED AS A REASONABLE ACCOMMODATION:

Maintaining an Emotional Support/Service Animal:

17. Should a request for a reasonable accommodation to the pet restriction be granted, the Corporation reserves the right, pursuant to Florida law addressing nuisances and/or safety and health concerns, to withdraw this approval at any time should the emotional support/service animal become a nuisance to, or a threat to the health and safety of, others, which includes, but is not limited to:

a. Excessive barking.

b. Biting.

c. Aggressive behavior.

d. Attacking persons or other animals.

e. The animal owner's failure to immediately and properly dispose of excrement or waste.

f. Failure to comply with all state and local ordinances and statutes related to the animal (including any required licenses or tags).

g. Not maintaining the animal on a leash at all times when outside of the home.

- h. Insect extermination problems.
- i. Sanitation or odor problems.
- j. Animal owner's inability to control the animal.

Additionally:

- The approval of the animal may be withdrawn if the requesting party is no longer disabled/handicapped.
- The animal may not be left unattended when outside the home.
- The animal may not be tied or tethered to any objects outside.
- The Member, Resident, or other entitled person must maintain complete control over the leashed animal at all times when outside the home.
- Should the animal become a nuisance to others, the Member, Resident, or other entitled person will be asked to remove the animal from the premises and may be prohibited from bringing the animal back.
- Should the disabled individual no longer reside on, or occupy, the property, the animal must be immediately removed.
- Further, the applicant/Member is required to provide updated medical information concerning his/her disability/handicap (if the disability/handicap is not permanent); current and annual vaccination, immunization and veterinarian records for the animal; and to maintain an identification tag on the animal as required by the county. Failure to comply with any of these requirements is grounds to withdraw approval of the animal.
- Member and/or a Corporation tenant are solely responsible for any and all damage caused by them or their Guest's animal, whether to person or property.

In the event that any of the above rules are violated, the Corporation may initiate any and all legal proceedings against the Member, rResident, and/or other entitled person, seeking the removal of the animal or any other remedy available to the Corporation. The Corporation is entitled to recover its prevailing party attorney's fees and costs in accordance with governing law and the Governing Documents.

USE OF COMMON AREAS:

18. a. Maintenance Garage

1. No Corporation owned tools, equipment, and golf cart are to be used for anything other than Maintenance Committee authorized business.
2. Any items under lock and key (including the golf cart) will require instructions for proper use by a Member of the Maintenance Committee.
3. The golf cart is not to be used for recreational purposes.

b. Clubhouse

1. The Clubhouse may be used for events of the Corporation, Residents, and Social Club.
 2. The Clubhouse (except kitchen facilities and office access) may be used by Members with their approved Guests (approved Guests are those for which a Guest form has been submitted to the corporate secretary) for Board approved activities including billiards, movie, game nights, fitness classes, religious studies, accessing the internet, and any other activities the Board may approve.
 3. No furnishings or equipment is to leave the Clubhouse property.
 4. The Clubhouse is not a designated storm shelter and shall not be used as one.
19. a. No alcoholic beverages may be served or consumed in or on the common areas.
- b. Rules for the pool table and shuffleboard court are posted. No Guests are permitted in these common areas without a Resident present.

MISCELLANEOUS:

20. A drying area for laundry is provided. With the Maintenance Committee's approval, properly installed, a removable, umbrella type clothesline may be utilized. Clothes and line shall be removed when dry or by nightfall, whichever comes first.
21. Audio equipment shall be turned down to a level that cannot be heard in an adjacent home after 10:00 P.M.
22. Rentals are prohibited in the Park.
23. NO solicitation, no posting of bills, political posters, or political flags (including on Clubhouse bulletin board), no commercial enterprise, or commercial advertising is permitted in the Park. Exception: Resident items for sale may be posted on a separate "Items for Sale" bulletin board in the Clubhouse. No "for sale" or "free" items are to be displayed at Residents' Units.
24. The Board may elect to respond to only one written inquiry by certified mail per Unit per 30 day period. Any additional inquiry or inquiries will be responded to in the subsequent 30 day period or periods, as applicable.
25. Feeding of Wildlife within the Park is not permitted for Shareholders or Residents. Shareholders and Residents shall not permit their Guests, and/or service providers (Caregivers, contractors, etc.) to feed Wildlife within the Park. The exception to this rule is that feeding ducks, turtles, and fish is permitted in the waters of the lake (not on land). Bird feeding and nesting sites are permitted in the Park provided they have received Board approval.

CARE AND MAINTENANCE OF PREMISES:

26. SHAREHOLDERS RESPONSIBILITIES:

- a. Repair damage to sidewalks and drives that are part of the home.
- b. Trees trimmed by Residents, on their lot, will not be reimbursed by the Corporation.
- c. Trimming of hedges and bushes. Landscape plants must be kept neatly trimmed and not become an eyesore for the Park. A planter may be constructed within 12" of the exterior of a home and MUST be kept free of weeds and other unsightly growth. The description of a planter is an area bordered on the 12" dimension by a stable border (i.e. concrete blocks, etc.) to contain the planter and serve as a grass whip barrier for the lawn maintenance contractor. Remember that Residents may plant within the bounds of the planter without Maintenance Committee approval. However, it does require Maintenance Committee approval to plant anything or place potted plants beyond the boundary of the planter. Planting trees of any kind always requires Board approval, even inside the planter. The 12" border has been grandfathered but the Maintenance Committee must approve any changes over this 12" border limit. Pre-existing borders have been grandfathered into this document. Exception: may re-sod when needed.
- d. Any plantings that interfere with lawn mowing may be removed at the expense of the Shareholder on orders from the Board. All tools, garden hoses or other items must be removed from the lawn immediately after use.
- e. FRUIT TREES: Fruit trees located on a lot are considered the private property of the Resident of that lot. The care and maintenance of the fruit tree and/or trees, including the harvesting of all fruit on a tree prior to the Resident leaving for an extended period of time, is the responsibility of the Resident. No other person, residing in another home, may harvest the fruit without the permission of the Resident of the lot or the Board. Any question regarding which Resident owns a fruit tree will be decided by the Board. The Board also reserves the right to maintain or remove any fruit tree that, in its sole discretion, it deems to be unsightly and/or a nuisance. Any cost incurred by the Corporation to maintain or remove a fruit tree will be billed to the respective Shareholder.
- f. Mold and dirt shall not be allowed to accumulate on the exterior of homes (i.e.: roofs, gutters, siding, concrete pads, steps, skirting, etc.).
- g. Exterior painted surfaces must be free from peeling, chipping, and fading. Please remember that painting may be done at any time as long as the color remains unchanged. Color changes require Board approval.
- h. If the exterior of a home or lot becomes unsightly, the Corporation may employ someone to take care of the property and the Shareholder will be responsible to reimburse the Corporation for the cost of such maintenance.
- i. TRASH DISPOSAL:
 - 1. All BAGGED perishable garbage, including yard and garden debris, is to be put in the dumpster located in the parking lot.

2. CLEAN glass, plastic, paper, and flattened cardboard are to be put in the recyclable dumpster in the parking lot. NO PLASTIC BAGS of any kind are permitted.
- j. All large items such as furniture, tree branches, construction debris, and other NON-PERISHABLE waste is to be put into the solid waste area (White House). Construction debris from outside contractors is NOT permitted.
- k. Do not camouflage electric meters, gas meters, or fire hydrants with flowers or shrubs.
- l. Usage of city water for outdoor purposes, (washing cars, gardening, cleaning homes) is strictly prohibited. ANY home with an external water faucet that carries city water is not permitted and must be removed.
- m. Electric service from the meter box to the home including circuit breakers or fuses in the meter box. Only properly licensed personnel may handle utility lines or equipment which may impact other homes.
- n. Maintain the sewer line from the home to the main sewer.
- o. The Corporation owns all valves and water lines carrying domestic water to the valve box. The Resident is responsible for all water lines from their shut-off valve to the individual home.

CORPORATION RESPONSIBILITIES:

27. a. Furnish lawn mowing service.
- b. Trimming of hardwoods, palms, and pines. Note: Request for trimming must be made in writing to the Board.
- c. Removal of trees as required by law.

REPLACEMENT AND/OR MOBILE HOME IMPROVEMENTS:

28. A Shareholder is required to have prior approval from the Exterior Changes Committee before they can apply for city permits and proceed with any exterior project. There is a form available from the committee. Shareholders are responsible for installation of equipment or improvements required by law.
29. New materials shall be used on exposed areas. Approval for using used material must be made by two (2) or more Members of the Exterior Changes Committee. Board approval may be needed in some instances.
30. DIGGING may not be done until prior approval of the Maintenance Committee is received. A sketch of the area to be dug shall be submitted. High voltage electric transmission lines are run underground to all home lots. Because they affect us all, it is mandatory that only licensed electricians repair, replace, or extend any underground wiring or meter service. Any connection to our main water lines are to be made by a properly licensed plumber only. All expenses incurred as a result of these services are to be paid by the Shareholder.

31. Prior to doing any DIGGING, the Resident is responsible for contacting 'Call Before You Dig' at 811 to locate and/or move electric, telephone, or cable lines and gas lines .
32. When a home is removed from or brought into the Park, the Shareholder is responsible for any damage incurred to any property in the Park. Damages will be assessed by the Maintenance Committee and with the Board's approval, they will be presented to the Shareholder. A Resident having a new home installed in the Park must be on the premises for both the removal of the old home and setting up of the new home. Homes shall be installed and under skirted per requirements set forth by the Board and all applicable laws and codes. All charges and financial obligations to the Park shall be paid before a home can be sold or removed.
33. Any exterior construction done by Residents or contractors shall be permitted from 8:00 AM - 8:00 PM, Monday through Saturday and 9:00 AM - 6:00 PM, Sunday/Holidays .
34. a. When a Shareholder decides to sell his/her home, an **Intent to Sell** form MUST be given to the Board secretary.

b. One "For Sale" sign not to exceed 12" x 18" in size will be permitted to be placed on the home. A 4" x 6" "For Sale" sign may also be placed on the bulletin board in the Clubhouse. A Shareholder may permit a realtor to erect a cantilevered post sign. This must be "professional in nature" and situated facing the road. Also, a Shareholder may add a small container of "fact sheets."

c. Sellers shall notify the real estate agent that the Park has the right of first refusal and should be given a copy of our rules and regulations.
35. Gasoline powered boats, floating docks, and rafts are not permitted on the lake without Board approval.
36. Watercraft must be tied off to wall cleats.
37. Watercraft must be kept free of algae, standing water, etc.
38. Watercraft must be removed from the lake if Residents leave the Park for longer than 2 weeks.
39. Cleats on Lake Road are for the use of all Residents. Any Resident requesting their own cleats must get Board approval prior to placing cleats on the wall and pay all expenses incurred.
40. No ropes, chains or other obstructions shall be placed on or over the lake wall. Do not block access ladders.