

**LAKESIDE COMMUNITY OWNERS  
ASSOCIATION, INC.**

**COMMUNITY STANDARDS**

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## TABLE OF CONTENTS

1.	<u>Defined Terms</u> .....	1
2.	<u>Approval Required</u> .....	1
3.	<u>Deviations</u> .....	1
4.	<u>Procedure</u> .....	1
	4.1 <u>Application</u> .....	1
	4.2 <u>Plans Generally</u> .....	1
	4.3 <u>Revised Plans</u> .....	1
	4.4 <u>Incomplete Application or Supplemental Information Required</u> .....	2
	4.5 <u>Quorum</u> .....	2
	4.6 <u>Time for Review</u> .....	2
	4.7 <u>Rehearing</u> .....	2
	4.8 <u>Appeal to Board</u> .....	2
	4.9 <u>Procedures</u> .....	2
5.	<u>The Criteria</u> .....	2
	5.1 <u>Alterations</u> .....	3
	5.2 <u>Time for Completion</u> .....	3
	5.3 <u>Permits</u> .....	3
	5.4 <u>Harmony and Appearance</u> .....	3
	5.5 <u>Architect</u> .....	3
	5.6 <u>Setbacks</u> .....	3
	5.7 <u>Type</u> .....	3
	5.8 <u>Work Commencement</u> .....	3
	5.9 <u>Exterior Color Plan</u> .....	3
	5.10 <u>Roofs, Eaves and Gables</u> .....	3
	5.11 <u>Window Frames</u> .....	4
	5.12 <u>Front, Rear and Side Facades</u> .....	4
	5.13 <u>Garages</u> .....	4
	5.14 <u>Driveway Construction</u> .....	4
	5.15 <u>Signs</u> .....	4
	5.16 <u>Games, Play Structures and Recreational Equipment</u> .....	4
	5.17 <u>Fences, Walls and Screens</u> .....	4
	5.18 <u>Landscaping Criteria</u> .....	5
	5.19 <u>Swimming Pools</u> .....	5
	5.20 <u>Tennis Courts</u> .....	5
	5.21 <u>Garbage and Trash Containers</u> .....	5
	5.22 <u>Temporary Structures</u> .....	5
	5.23 <u>Window Air Conditioning</u> .....	5
	5.24 <u>Mailboxes</u> .....	5
	5.25 <u>Utility Connections</u> .....	6
	5.26 <u>Antenna</u> .....	6
	5.27 <u>Flags</u> .....	6
	5.29 <u>Additions</u> .....	6
	5.30 <u>Awnings and Shutters</u> .....	6
	5.31 <u>Doors</u> .....	6
	5.32 <u>Glass Block</u> .....	6

5.33	<u>Storage Sheds</u> .....	6
5.34	<u>Gutter and Solar Collectors</u> .....	6
6.	<u>Express Approval</u> .....	6
7.	<u>Deviations</u> .....	7
8.	<u>Administrative Fees and Compensation</u> .....	7
9.	<u>Liability</u> .....	7
10.	<u>Construction by Owners</u> .....	8
	10.1 <u>Miscellaneous</u> .....	8
	10.2 <u>Required Lists</u> .....	8
	10.3 <u>Owner Responsibility</u> .....	8
	10.4 <u>ACC Standards</u> .....	8
11.	<u>Inspection</u> .....	9
12.	<u>Violation</u> .....	9
13.	<u>Court Costs</u> .....	9
14.	<u>Exemption</u> .....	9
15.	<u>Supplemental Exculpation</u> .....	9
16.	<u>Amendments to Community Standards</u> .....	9

# LAKESIDE COMMUNITY OWNERS ASSOCIATION, INC.

## COMMUNITY STANDARDS

Pursuant to the Declaration of Restrictions and Covenants for Lakeside ("Declaration"), Lennar Homes, Inc. and Windward Homes, Inc. as Co- Developers have appointed the Architectural Control Committee for Lakeside (the "ACC"). Pursuant to the Declaration, the ACC hereby adopts the following procedures, which shall be known as Community Standards.

1. Defined Terms. All initially capitalized terms shall have the meanings set forth in the Declaration unless otherwise defined herein.
2. Approval Required. The ACC shall approve or disapprove any improvements or structure of any kind within any portion of Lakeside including, without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, decorative building, landscape device or object, and/or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Home or any other portion of Lakeside. The ACC shall approve or disapprove any exterior addition, changes, modifications or alterations therein or thereon. All decisions of the ACC shall be submitted in writing to the Board, and evidence thereof shall be made at the request of an Owner, by a certificate in recordable form, executed under seal by the President or any Vice President of Association. Any party aggrieved by a decision of the ACC shall have the right to make a written request to the Board, within thirty (30) days of such decision, for a review thereof. The determination of the Board upon reviewing any such decision shall in all events be dispositive. Notwithstanding the foregoing ACC approval is not required for improvements or changes to the interior of a Home not visible from the exterior of a Home.
3. Deviations. The ACC has the right to deviate from the provisions of these Community Standards for reasons of practical difficulty or particular hardship which otherwise would be suffered by any Owner, without consent of the Owner of any adjoining or adjacent Home. Any deviation, which shall be manifested by written agreement, and shall not constitute a waiver of any restriction or provision of these Community Standards as to any other Home. The granting of a deviation or variance shall not nullify or otherwise affect the right to require strict compliance with the requirements set forth herein on any other occasion.
4. Procedure. In order to obtain the approval of the ACC, each Owner shall observe the following:
  - 4.1 Application. Each applicant shall submit an application to the ACC with respect to any proposed improvement or material change in an improvement, together with the required application and fee(s) as established by the ACC. The current application form is attached hereto as Exhibit A.
  - 4.2 Plans Generally. Currently, the ACC requires two (2) complete set of all plans and specifications for any improvement or structure of any kind, including without limitation, any building, fence, wall, swimming pool, tennis court, enclosure, decorative building, landscape device or object, or other improvement, the construction or placement of which is proposed upon any Home, which plans shall include the proposed elevation of all floor slabs and pool decks, and two (2) complete sets of the drainage plan, grading plan, tree survey, lot survey, color plan and materials designation plan for such improvement or structure.
  - 4.3 Revised Plans. Preliminary plans and drawings must be submitted to the ACC, and approval of the same obtained. The ACC may require the submission of final plans and specifications if initial plans must be revised. All plans and drawings submitted must be signed by both the professional who has prepared such plans and drawings and the Owner of the Home, and must include (unless waived by the ACC) the following:



4.3.1 A current certified survey of the Home showing the proposed location of the improvement, grade elevation, contour lines, location of all proposed paved areas and location of all existing trees.

4.3.2 A landscape plan including a graphic indication of the location and size of all plant materials on the site (existing and proposed), and the latin and/or common names of all plants and their planted size.

4.3.3 The ACC may also require submission of samples of building materials and colors proposed to be used.

4.4 Incomplete Application or Supplemental Information Required. In the event the information submitted to the ACC is, in the ACC's opinion, incomplete or insufficient in any manner, the ACC may request and require the submission of additional or supplemental information. The applicant shall, within fifteen (15) days thereafter, comply with the request.

4.5 Quorum. A majority of the ACC shall constitute a quorum to transact business at any meeting. The action of a majority present at a meeting at which a quorum is present shall constitute the action of ACC. In lieu of a meeting, the ACC may act in writing.

4.6 Time for Review. No later than thirty (30) days after receipt of all information required by the ACC for final review, the ACC shall approve or deny the application in writing. The ACC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the ACC's sole discretion, for aesthetic or any other reasons or to impose qualifications and conditions thereon. In approving or disapproving such plans and specifications, the ACC shall consider the suitability of the proposed improvements, the materials of which the improvements are to be built, the site upon which the improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the ACC fails to respond within said thirty (30) day period, the plans and specifications shall be deemed disapproved by the ACC.

4.7 Rehearing. In the event that the ACC disapproves any plans and specifications, the applicant may request a rehearing by the ACC for additional review of the disapproved plans and specifications. The meeting shall take place no later than thirty (30) days after written request for such meeting is received by the ACC, unless applicant waives this time requirement in writing. The ACC shall make a final written decision no later than thirty (30) days after such meeting. In the event the ACC fails to provide such written decision within said thirty (30) days, the plans and specifications shall be deemed disapproved.

4.8 Appeal to Board. Upon final disapproval (even if the members of the Board and ACC are the same), the applicant may appeal the decision of the ACC to the Board within thirty (30) days of the ACC's written review and disapproval. Review by the Board shall take place no later than thirty (30) days subsequent to the receipt by the Board of the Owner's request therefor. If the Board fails to hold such a meeting within thirty (30) days after receipt of request for such meeting, then the plans and specifications shall be deemed approved. The Board shall make a final decision no later than thirty (30) days after such meeting. In the event the Board fails to provide such written decision within said thirty (30) days after such meeting, such plans and specifications shall be deemed approved. The decision of the ACC, or if appealed, the Board, shall be final and binding upon the applicant, his heirs, legal representatives, successors and assigns.

4.9 Procedures. The ACC shall adopt, from time to time, additional procedures and forms necessary to carry out its responsibilities under the Declaration and these Community Standards.

## 5. The Criteria.

5.1 Alterations. Any and all alterations, deletions, additions and changes of any type or nature whatsoever to then existing improvements or the plans or specifications previously approved by the ACC shall be subject to the approval of the ACC in the same manner as required for approval of original plans and specifications.

5.2 Time for Completion. Construction of all improvements shall be commenced within 45 days from the date owner receives ACC approval and completed within 120 days from commencement.

5.3 Permits. The Owner is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction and is responsible for compliance with all applicable building and zoning codes.

5.4 Harmony and Appearance. The ACC shall have the right of final approval of the exterior appearance of all Homes including the harmony of the architectural design with the other Homes within the community, including but not limited to, the quality and appearance of all exterior building materials.

5.5 Architect. All Homes in the community shall be designed by a registered architect or engineer.

5.6 Setbacks. The minimum front, side and rear setbacks and minimum square footage for all Homes in the community shall be as required by Hillsborough County Building Code, whichever is more restrictive. Where conditions permit, the ACC, at its sole discretion, may require larger setbacks.

5.7 Type. No building shall be erected, altered, placed or permitted to remain on any Lot other than a Home. Unless approved by the ACC as to use, location and architectural design, no garage, tool or storage room, playhouse, screened enclosure or greenhouse may be constructed separate and apart from any residential building nor can such structure(s) be constructed prior to construction of the main residential dwelling.

5.8 Work Commencement. No work shall commence prior to approval by the ACC. No foundation for a building shall be poured, nor pilings driven, nor shall construction commence in any manner or respect, until the layout for the building is approved by the ACC. It is the purpose of this approval to assure that removal of desirable existing trees is minimized and that the building is placed on the Home in its most advantageous position.

5.9 Exterior Color Plan. The ACC shall have final approval of all exterior color plans including materials, and each Owner must submit to the ACC, a color plan showing the color of all exterior surfaces which shall include samples of the actual colors to be utilized and the materials. The ACC shall determine whether the color plan and materials are consistent with the Homes in the surrounding areas and that they conform with the color scheme of the community. The color plan must be submitted prior to construction or repainting. The ACC, at the direction of Association, reserves the right, and is hereby given the right, to determine that any building in the community is in need of outside painting. In the event the determination is made that a building requires outside painting, the ACC shall give the Owner(s) of such building notice of such determination, which notice shall be accompanied by the demand that such Owner(s) comply with such demand within 45 days after the mailing of such notice. In the event such Owner(s) fail to comply with such notice and demand, the ACC shall have the right, but not the obligation, to cause such outside painting to be done and performed, and shall make an Individual Assessment against the Owner(s) to cover the costs of such outside painting, including, without limitation, an administrative fee equal to the greater of \$50 or 15% of the cost of such work, and shall have full lien rights against the Home as set forth in the Declaration.

5.10 Roofs, Eaves and Gables. All roofs, including the replacement of all or any part of a roof, must be approved by the ACC. No asphalt roofs shall be permitted. All required heat and plumbing vents shall not penetrate the roof on the road-side of the building unless determined to be absolutely necessary by the ACC. In all events such vents and roof edge flashing shall be painted the same color as the roof. A sample of the material to be used, including the color of the material, must be submitted with the application for approval of a roof or for the replacement of a roof with any material other than the existing material. All roof main-spans shall have a slope or pitch of a minimum of five feet of rise for each twelve feet of lateral distance, or 5/12. Roofing materials shall be fungus resistant shingles with a minimum twenty year warranty, or other materials of similar useable life approved by the ACC. All shingles shall be fungus

resistant if other than black. Under eaves, the fascia shall be a minimum of six inches, and the soffit shall be a minimum of eight inches. The ends of gables shall be finished with the same material finishing on the sides of the house.

5.11 Window Frames. Window frames other than wood must be either anodized or electronically painted. If a window frame is steel, the color should be in harmony with the exterior. No mill finish aluminum color will be allowed. All windows must utilize white window frames. Wood frames must be painted white and kept in good repair.

5.12 Front, Rear and Side Facades. The treatment of the rear and side facade will be similar to that of the front elevations of the Home and similar materials will be used as determined by the ACC.

5.13 Garages. No carports will be permitted. Garage doors may have embossed facing and lights (but only in the upper panels of the garage door). All garage doors must be color compatible with the Home exterior. **Screening of the garage door opening shall not be permitted.**

5.14 Driveway Construction. All Homes shall have a driveway of pavers, bricks, or stamped concrete constructed on an approved base. Prior approval for other materials must be obtained from the ACC. A sample of the requested material to be used must be submitted at the time of application for change. All requests for the extension or modification of a driveway must be submitted to the ACC with an application. Walkways may be comprised of pavers, bricks, stamped concrete, or poured concrete. No gravel driveways will be permitted. **Painting of driveways will be considered by the ACC on a case by case basis with color sample submitted to the committee. Driveway modifications shall not extend over the sidewalk or apron. Parking is limited to the driveway of homes. No parking in street or on the lawn of a home.**

5.15 Signs. The following signs shall be permitted:

5.15.1 Such signs as Association shall establish as being necessary for purposes of orientation, directional, or traffic control.

5.15.2 Such signs as are presently authorized to developers and builders until such time as the Lots are sold.

5.15.3 A pool builder may place a sign as needed for permit purposes during of a pool. Such sign must be removed immediately upon completion of construction.

5.15.4 Owners must obtain "for rent" or "for sale" signs from the Association. For Sale or For Rent signs shall be uniform as approved by the ACC. The current approved sale/rent sign shall be purchased by the owner or realtor from Creative Mailbox and Sign Design (813) 818-7100.

5.15.5 No other signs of any kind shall be displayed in the public view on any property within Lakeside and all Owners of property subject to these Community Standards do hereby grant to Association and the ACC, the right to enter upon their property for the purpose of removing any unauthorized signs.

5.16 Games, Play Structures and Recreational Equipment. No basketball-backboard, swing set, gym, sand box, nor any other fixed or portable game or play structure, including, without limitation, platform, dog house, playhouse or structure of a similar kind or nature shall be constructed on any part of a Lot located within the sight of the street or of any neighboring properties unless properly screened as determined by the ACC. All such structures must have the prior written approval of the ACC. Refer to Recreational Equipments rules for storage of equipment when not in use.

Portable basketball goals will be assigned a location on the property between the garage and sidewalk. Equipment may not be moved into the street or sidewalk area. It must remain upright. Neighbor's signature may be required as a part of the ACC application. Hours of play may not extend past 8:30 PM or begin before 8:00 AM.

Playsets shall not exceed a height of 12 feet overall and shall be located directly behind the home in the rear yard behind a fence or landscape buffer to be approved by the ACC. The canopy of a playset shall be of muted colors (tan, brown, olive).

**Please see the attached specifications for Play Equipment.**

5.17 **Fences, Walls and Screens.**

5.17.1 No fences or walls shall be constructed on any Home without the prior written consent of the ACC. No chainlink fencing is allowed except in the rear of the home where it will abut a lake or conservation area. Chainlink fencing will be black vinyl coated. No fencing or hedges will be allowed in the front of the home. All fences must be constructed to conform with the Hillsborough County set back standards. All screening and screened enclosures shall have the prior written approval of the ACC and shall be constructed utilizing white aluminum. Screening shall be charcoal in color. All enclosures of balconies or patios, including addition of vinyl windows, shall be approved by the ACC and all decks shall have the prior approval of the ACC. Screen enclosures may be permitted in the front of the homes with ACC approval. Any screening placed on the front of the home will be constructed utilizing white aluminum with charcoal screen material and will conform to the elevation of the home in design.

**Please refer to the Fencing Guidelines document for approved styles of wood or vinyl fencing.**

5.18 **Landscaping Criteria.** Landscaping plans for each Home or the modifications to any existing landscaping plan that will create additional landscape beds, add trees to the lot or change the drainage of the lot must be submitted to and approved by the ACC. All landscaping must be installed as to fit in with neighboring properties. The ACC may reject the landscape plan based upon its review of its overall design and impact. Such landscaping plan must detail the location of beds and planting materials. The planting of dangerous plants resulting in unusual or excessive debris will not be permitted. No invasive or non-native (*e.g.*, melaleuca, brazilian pepper) plants are permitted. No trees shall be removed without the prior written approval of the ACC. Each Owner is solely responsible for compliance with landscaping and zoning codes.

Poured concrete borders and retention blocks shall be permitted around landscape beds and trees within a lot. The concrete border or retention blocks must remain natural concrete color. ACC approval will be required if a color border is desired. All other landscape borders shall require approval of the ACC.

Lawn ornamentation shall be kept to a minimum. The committee shall approve no more than two (2) lawn ornaments on any lot within the community. Owners should consider only high quality, exterior, tasteful lawn ornaments for display on their lot.

5.19 **Swimming Pools.** Any swimming pool to be constructed on any Home shall be subject to the requirements of the ACC, which include, but are not limited to, the following:

5.19.1 Composition to be of material thoroughly tested and accepted by the industry for such construction;

5.19.2 No lighting of a pool or other recreation area shall be installed without the approval of the ACC, and if allowed shall be designed for recreation character so as to buffer the surrounding Homes from the lighting;

5.19.3 All applications for the installation of a swimming pool must be accompanied with an certified survey no more than ninety (90) days old of the Home and the proposed pool and a building permit. The pool must comply with all applicable set-back requirements;

5.19.4 Pool filter equipment, air conditioners and water softners located on the side of a home must be placed out of view of neighboring properties and the noise level to neighboring properties must be considered in

locating equipment. The screening of this equipment may be accomplished with landscaping if located on the side of the home. ACC approval will not be necessary when installing landscaping as a screening device.

5.19.5 Pool heating equipment must comply with all applicable building, zoning and fire codes

5.19.6 Above ground pools are prohibited. Spas and jacuzzis must have the prior written approval of the ACC.

5.20 Tennis Courts. Tennis courts and game courts are not permitted within Lots.

5.21 Garbage and Trash Containers. No Home shall be used or maintained by an Owner as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and, except during pickup, if required to be placed at the curb, all containers shall be kept out of public view from either the front of a Home or from neighboring properties.

5.22 Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any Home at any time as a Home either temporary or permanently.

5.23 Window Air Conditioning. No window or wall air conditioning units shall be permitted.

5.24 Mailboxes. No mailbox or paperbox or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be replaced with any other type or style of mailbox or post than those originally installed by the builder. The current style is a gray, pvc post with a crowned post cap and white mailbox. Mailboxes shall have the house number affixed with blue numerals. Flag shall be blue to match the numbers. The community logo will be applied to the upright post. Replacement logos, numbers and flags may be obtained from Creative Mailbox and Sign Designs. (See diagram attached.) Last name of the owner may be placed on the side of the mailbox but matching blue lettering must be used.

5.25 Utility Connections. Building connections for all utilities, including, but not limited to, water, electricity, telephone and television shall be run underground from the proper connecting points to the building structure in such a manner to be acceptable to the governing utility authority. No exposed wiring on exterior of a structure will be permitted other than originally installed by Developer.

5.26 Antenna. All outside antennas, antenna poles, antenna masts, electronic devices, satellite dish antennas, or antenna towers are subject to the prior approval of the ACC. The ACC may require that all such items be screened from view and that the installation of the antenna comply with all applicable safety restrictions, including any restrictions as to location and height of antenna as imposed by applicable fire codes, electrical codes, zoning codes, and building codes. An approved flagpole may not be used as an antenna. One meter satellite dishes may be placed below the roof line in rear of the Home with the prior approval of the ACC as provided in Section 6.2 herein.

5.27 Flags. No flag or banner shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of Lakeside that is visible from the outside without the prior written approval thereof being first had and obtained by the ACC as required by these Community Standards. No in-ground flag poles (except as Developer may use or approve) shall be permitted within Lakeside, unless written approval of the ACC is obtained. Notwithstanding the following, flags which are no larger than 24" x 36", attached to a home and displayed for the purpose of a holiday, shall be permitted without ACC approval. All flags whether they be seasonal or a United States flag shall be flown with respect and shall be replaced at such time as the flag becomes faded, tattered or torn.

5.28 Holiday Lights. Holiday lights may be put up on Homes within Lakeside so long as the lights do not create a nuisance (e.g., unacceptable spillover to adjacent lot) or excessive traffic and as set forth in the Declaration. Holiday lights may be placed on the home no earlier than the Thanksgiving holiday and shall be removed promptly by January 7<sup>th</sup>. Light holders/attachments must be removed at the time that decorations are taken down.

5.29 Additions. Rain water from a new addition roof or new grade of Home terrain must not run on neighboring property as to create a nuisance. The location of all windows in a new addition must not adversely affect the privacy of adjoining neighbors. Each Owner is responsible for maintaining established drainage patterns on the lot comprising the Home so as not to adversely affect drainage in any other portion of Grand Oaks.

5.30 Awnings and Shutters. All awnings and shutters must be approved by the ACC and must be color compatible with exterior of the Home.

5.31 Doors. The replacement of exterior doors must be color compatible with the exterior of the Home. All exterior entrance doors must be compatible with the community.

5.32 Glass Block. The use of glass block on an existing Home or the use of glass block in an addition to an existing Home is subject to approval.

5.33 Storage Sheds. All storage sheds must have the prior written approval of the ACC and shall be located at the rear of the lot behind a fence and/or landscape buffered so as not to be visible from the street or neighboring lots. The overall height of a storage shed may not exceed 7.5 feet. If a shed extends above the height of the fence, the shed must be constructed of materials that conform to those of the home (i.e., shingle and paint colors must be the same) and may not be made of metal. PVC sheds will be acceptable if they do not extend above the height of the fence.

5.34 Gutter and Solar Collectors. All gutters must match the exterior house color, trim color and window metal color. Gutter down spouts must not concentrate water flow onto neighboring properties. Solar collectors must not be installed so as to be visible from the street.

## 6.0 Express Approval.

6.1 Notwithstanding any provision herein to the contrary, unless the ACC disapproves one of the following proposed improvements within five (5) days after the ACC receives written request for such approval, the request shall be deemed approved by the ACC:

6.1.1 Re-paint house exteriors and trims in the identical color previously approved by the ACC.

6.1.2 Re-surface existing driveways in the identical color/material previously approved by the ACC.

6.1.3 Replace existing screening with identical screening materials previously approved by the ACC.

6.1.4 Replace existing exterior doors with identical exterior doors previously approved by the ACC.

6.1.5 Mailbox with identical mailbox.

6.1.6 Replace existing roof with identical roof material.

6.2 Notwithstanding any provision herein to the contrary, unless the ACC disapproves the following proposed improvements within five (5) days after the ACC receives written request for such approval, the request shall be deemed approved by the ACC:

6.2.1 Installation of an antenna designed to receive direct broadcast satellite services, video programming services via multipoint distribution services, and/or television broadcast services. (See attached guidelines for installation of Satellite Dishes.)

6.2.2 Installation of a satellite earth station antenna that is one (1) meter or less in diameter.



**Please refer to the attached guidelines for the placement of satellite receivers.**

All references in this paragraph to "identical" shall mean that such item shall be replaced with an item that is identical in all respects to the existing item (*i.e.*, the identical style, texture, size, color, type, etc.).

70 Deviations. No construction may commence until the final plans and specifications have been approved by the ACC. No deviations from the approved plans and specifications shall be permitted and the ACC may require work to be stopped if a deviation is discovered until the deviation is corrected. Association may withhold issuance of its Certificate Of Compliance if the completed Home deviates from the ACC approved plans and may take appropriate action against the responsible parties to require conformance to the ACC approved plans.

80 Administrative Fees and Compensation. As a means of defraying its expense, the ACC may institute and require a reasonable filing fee to accompany the submission of the preliminary plans and specifications, to be not more than one fourth of percent (¼%) of the estimated cost of the proposed improvement, subject to a minimum fee of Twenty-Five and no/100 dollars (\$25.00). No additional fee shall be required for re-submissions. No member of the ACC shall be entitled to any compensation for services performed pursuant to these Community Standards. In addition, if special architectural or other professional review is required of any particular improvement, the applicant shall also be responsible for reimbursing the ACC for the cost of such review.

90 Liability. Notwithstanding the approval by the ACC of plans and specifications submitted to it or its inspection of the work in progress, neither it, Developer, Association, nor any other person acting on behalf of any of them, shall be responsible in any way for any defects in any plans or specifications or other material submitted to the ACC, nor for any defects in any work completed pursuant thereto. Each applicant submitting plans or specifications to the ACC shall be solely responsible for the sufficiency thereof and the adequacy of improvements constructed pursuant thereto. In no event shall the ACC, Association, or Developer owe any duty to any Owner or any other party with respect to the quality of the construction or the compliance of the construction with approved plans and specifications and the respective Owner shall indemnify and hold harmless the ACC, Association, and Developer from any and all claims resulting therefrom including reasonable attorneys' and paraprofessional fees and costs. The approval of any proposed improvements or alterations by the ACC shall not constitute a warranty or approval as to, and no member or representative of the ACC or the Board shall be liable for, the safety, soundness, workmanship, materials or usefulness for any purpose of any such improvement or alteration nor as to its compliance with governmental or industry codes or standards. By submitting a request for the approval of any improvement or alteration, the requesting Owner shall be deemed to have automatically agreed to hold harmless and indemnify the aforesaid members and representatives, and Association, generally, from and for any loss, claim or damages connected with such aspects of the improvements or alterations.

100 Construction by Owners. The following provisions govern construction activities by Owners after consent of the ACC has been obtained:

10.1 Miscellaneous. Each Owner shall deliver to the ACC copies of all construction and building permits as and when received by the Owner. Each construction site in Lakeside shall be maintained in a neat and orderly condition throughout construction. Construction activities shall be performed on a diligent, work manlike and continuous basis. Roadways, easements, swales, Common Areas and other such areas in Lakeside shall be kept clear of construction vehicles, construction materials and debris at all times. No construction office or trailer shall be kept in Lakeside and no construction materials shall be stored in Lakeside subject, however, to such conditions and requirements as may be promulgated by the ACC. All refuse and debris shall be removed or deposited in a dumpster on a daily basis. No materials shall be deposited or permitted to be deposited in any canal or waterway or Common Areas or other Homes in Lakeside or be placed anywhere outside of the Home upon which the construction is taking place. No hazardous waste or toxic materials shall be stored, handled and used, including, without limitation, gasoline and petroleum products, except in compliance with all applicable federal, state and local statutes, regulations and ordinances, and shall not be deposited in any manner on, in or within the construction or adjacent property or waterways. All construction activities shall comply with these Community Standards. Any permit boards or signs must be removed immediately upon completion of construction and work activities. In the event an Owner fails to comply with the foregoing, the ACC shall have the right,

but not the obligation, to cause the boards and/or signs to be removed and to charge an Individual Assessment against the Owner to cover the cost of removal including, without limitation, an administrative fee equal to the greater of \$50 or 15% of the cost of such removal.

10.2 Required Lists. There shall be provided to the ACC a list (name, address, telephone number and identity of contact person), of all contractors, subcontractors, material men and suppliers (collectively, "Contractors") and changes to the list as they occur relating to construction. Each builder and all of its employees and contractors and their employees shall utilize those roadways and entrances into Lakeside as are designated by the ACC for construction activities. The ACC shall have the right to require that each builder's and contractor's employees check in at the designated construction entrances and to refuse entrance to persons and parties whose names are not registered with the ACC.

10.3 Owner Responsibility. Each Owner is responsible for insuring compliance with all terms and conditions of these Community Standards by all of its employees and contractors. In the event of any violation of any such terms or conditions by any employee or contractor, or, in the opinion of the ACC, the continued refusal of any employee or contractor to comply with such terms and conditions, after five (5) days' notice and right to cure, the ACC shall have, in addition to the other rights hereunder, the right to prohibit the violating employee or contractor from performing any further services in Grand Oaks. Each Owner is responsible for restoring any Common Areas damaged or destroyed by work activities of such Owner's contractor(s).

10.4 ACC Standards. The ACC may, from time to time, adopt standards governing the performance or conduct of Owners, contractors and their respective employees within Lakeside. Each Owner and contractor shall comply with such standards and cause its respective employees to also comply with same. The ACC may also promulgate requirements to be inserted in all contracts relating to construction within Lakeside and each Owner shall include the same therein.

110 Inspection. There is specifically reserved to Association and ACC and to any agent or member of either of them, the right of entry and inspection upon any portion of Lakeside for the purpose of determination whether there exists any violation of the terms of any approval or the terms of the Declaration or these Community Standards. Without limiting the foregoing, the ACC shall have the right to make inspections during the construction of any structure or improvement to ensure that such structure or improvement is being constructed in accordance with the plans previously submitted to and approved by the ACC.

120 Violation. If any improvement shall be constructed or altered without prior written approval, or in a manner which fails to conform with the approval granted, the Owner shall, upon demand of Association or the ACC, cause such improvement to be removed, or restored until approval is obtained or in order to comply with the plans and specifications originally approved. The Owner shall be liable for the payment of all costs of removal or restoration, including all costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred by Association or ACC. The costs shall be deemed an Individual Assessment and enforceable pursuant to the provisions of the Declaration. The ACC and/or Association is specifically empowered to enforce the architectural and landscaping provisions of the Declaration and these Community Standards, by any legal or equitable remedy.

130 Court Costs. In the event that it becomes necessary to resort to litigation to determine the propriety of any constructed improvement or to cause the removal of any unapproved improvement, Association and/or ACC shall be entitled to recover court costs, expenses and attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy, in connection therewith.

140 Exemption. Notwithstanding anything to the contrary contained in these Community Standards, any improvements of any nature made or to be made by Developer, or their nominees, including, without limitation, improvements made or to be made to the Common Areas or any Home, shall **not** be subject to the review of the ACC, Association, or the provisions of these Community Standards.



150     Supplemental Exculpation. Developer, Association, the directors or officers of Association, the ACC, the members of the ACC, or any person acting on behalf of any of them, shall not be liable for any cost or damages incurred by any Owner or any other party whatsoever, due to any mistakes in judgment, negligence, or any action of Developer, Association, ACC or their members, officers, or directors, in connection with the approval or disapproval of plans and specifications. Each Owner agrees, individually and on behalf of its heirs, successors and assigns by acquiring title to a Home, that it shall not bring any action or suit against Developer, Association or their respective directors or officers, the ACC or the members of the ACC, or their respective agents, in order to recover any damages caused by the actions of Developer, Association, or ACC or their respective members, officers, or directors in connection with the provisions of this Section. Association does hereby indemnify, defend and hold Developer and the ACC, and each of their members, officers, and directors harmless from all costs, expenses, and liabilities, including attorneys' fees and paraprofessional fees at all levels, including appeals, of all nature resulting by virtue of the acts of the Owners, Association, ACC or their members, officers and directors. Developer, Association, its directors or officers, the ACC or its members, or any person acting on behalf of any of them, shall not be responsible for any defects in any plans or specifications or the failure of same to comply with applicable laws or code nor for any defects in any improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

160     Amendments to Community Standards. The ACC shall recommend from time to time to the Board modifications and/or amendments to these Community Standards. Any modifications or amendments to these Community Standards shall be consistent with the provisions of the Declaration, and shall not be effective until approved by the Board and, prior to the Community Completion Date, by Developer. Notice of any modification or amendment to these Community Standards, including a verbatim copy of such change or modification, shall be posted within Lakeside, provided, however, the posting of notice of any modification or amendment to these Community Standards shall not constitute a condition precedent to the effectiveness or validity of such change or modification.

**LAKESIDE COMMUNITY OWNERS  
ASSOCIATION, INC.**

**SWIMMING POOLS**

**ARCHITECTURAL APPLICATION ADDENDUM**

**NOTE: This form MUST be signed by the homeowner and returned along with the original architectural applications BEFORE any work is started. Should work commence prior to obtaining appropriate authorization, the Developer shall not be responsible for any drainage problems.**

We strongly suggest you that you have your pool contractor review the site conditions and drainage plan for your home site and the surrounding area. The drainage information for your home site may be found on the final survey given to you at closing. The drainage plans for the subdivision are on file at the Building Department.

Prior to starting work the pool contractor should establish a grading plan for your home site that will insure adequate positive drainage from your pool deck to the designed swales. In addition, if your neighborhood was not flat prior to development, there may be severe elevation changes between home sites that require a raised pool deck or other protective measure to keep storm run off from entering your pool or pool deck. This run off could result in damage to the marcite finish of your pool. Therefore, it is essential that the pool contractor take unusually strong rain events into consideration when designing the pool, pool deck and final grading plan. Once the pool contractor begins work, the developer will no longer have any responsibility with regard to the drainage on your home site.

I, \_\_\_\_\_, understand the above and will work with my Pool Contractor.

\_\_\_\_\_  
Homeowner

\_\_\_\_\_  
Homeowner

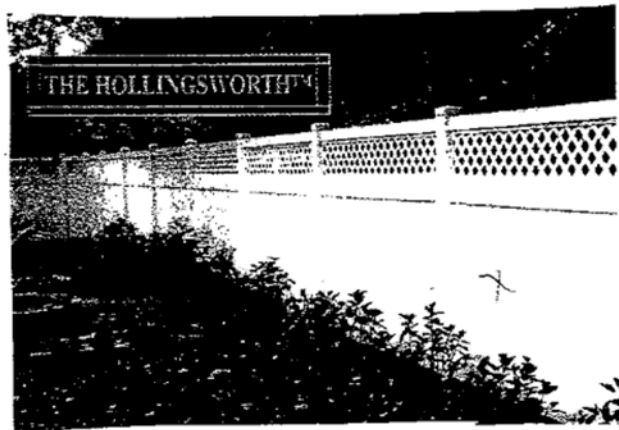
\_\_\_\_\_  
Street Address

# LAKESIDE COMMUNITY OWNERS ASSOCIATION, INC.

## APPROVED FENCE STYLES

No walls or fences shall be erected or installed without prior approval of the ACC. Fences may be constructed of Ultra Wood or other approved pressure treated wood featuring a minimum of a forty (40) year warranty. Solid white PVC fences will also be permitted. Wooden fence styles permitted are dog eared board on board or dog eared shadowbox. PVC styles are shown below. The Malibu style is approved for 4' in height. All other styles will be 6' in height. Chain link fencing will not be allowed, except as required for conservation and lake front properties. (See Article XI, Section 3.14 of the Lakeside Community Declaration of Covenants).

All fences will be installed with the finished side facing the street or neighboring property. NO COLOR STAINS will be permitted. Fences will be installed no more than 6" inside the Owners property line unless there is an easement in which case the fence may be installed on the easement line but not inside of the easement. Irrigation systems must be reconfigured to provide complete coverage outside of the fenced area. Fences must be kept clean and in good repair.



**LAKESIDE COMMUNITY OWNERS  
ASSOCIATION, INC.**

**FENCE & LANDSCAPING  
ARCHITECTURAL APPLICATION ADDENDUM**

**NOTE: This form must be signed by the homeowner and returned along with the original architectural application BEFORE any work is started. Should work commence prior to obtaining appropriate authorization, the Developer shall not be responsible for any drainage issues or property damage.**

Prior to submitting your request for a fence or landscaping, it would be wise for you to consider the soil conditions and drainage design for your homesite. In most cases your home site drains to swales at the midpoint between you and your neighbor's home. The installation of a fence or landscaping in this area will reduce the ability of the swale to drain water from your homesite and increase puddling and muddy soil conditions. It is wise to keep the fence off the ground and use pressure treated lumber on the posts.

Landscaping should never be placed in swales. This will not only create damage problems, but most landscaping will be negatively affected by the wet conditions in the swales. It is a good idea when planning landscaping to mound the bed up so the landscaping material is planted in ground that is at least a few inches higher than the sod. Even higher mounds may be necessary for materials that are water sensitive. Please check with the utility companies before planting anything in the front yard as there are various utility lines running in this area.

As a precaution, please remember that all fences must be installed with the posts on the **inside** of your homesite.

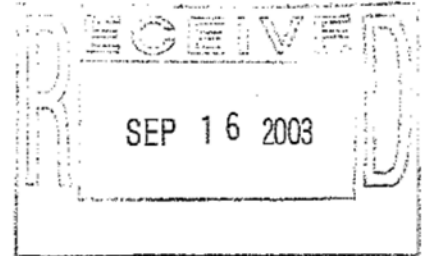
I, \_\_\_\_\_, understand the above and will take proper precautions when installing my fence or landscaping. I also acknowledge receipt of the attached basic fence criteria for the Association.

\_\_\_\_\_  
Homeowner

\_\_\_\_\_  
Homeowner

\_\_\_\_\_  
Address

September 12, 2003



Ms. Betty Valenti  
Lennar Homes  
North Florida Land Division  
4902 Eisenhower Blvd.  
Suite 380  
Tampa, FL 33634

RE: Lakeside Property Owners Association  
Our File No.: 20030.17340

Dear Betty:

I have reviewed your correspondence concerning the establishment and building of fences landward of the 4 to 1 slope. At Lakeside, based upon paragraph 3.14, it is clear that houses and lots that abut lakes or conservation areas are granted the ability to build solid fences beyond a point 10 feet landward from the top of the 4 to 1 slope as stated in the Declaration.

Let me know if there are any other questions with respect to this matter.

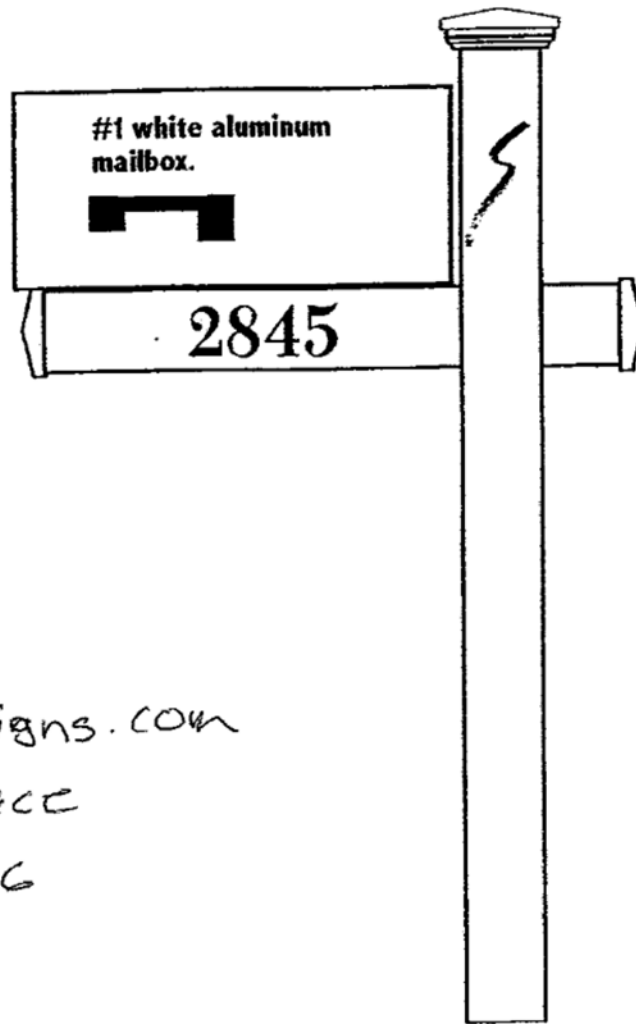
Sincerely,

A handwritten signature in black ink, appearing to read "Julius J. Zschau".

Julius J. Zschau

JJZ/su

S:\JayZ\Clients\Lennar - USHLAKESIDE\letters\Valenti 091203.doc



Creativemailboxdesigns.com

1280 Commodity Place

Tampa FL 33626

813-818-7100

860-804-4809

1. 4x4 PVC post, gray *white*
2. White island finial.
3. Arm caps white.
4. #1 aluminum box, white, blue flag.
5. 2 sets 2.5" vinyl numbers on arm.
6. two 3.0" x 5 5/8" digital printed logos.

## **LAKESIDE COMMUNITY OWNERS ASSOCIATION, INC.**

### **APPROVED SPECIFICATIONS FOR PLAY EQUIPMENT**

- The overall height of playsets may not exceed twelve (12) feet in height. However, the height may be reduced by the Architectural Control Committee based on the lot size and impact on neighboring homesites. This will be determined by a site visit to the homesite proposed for the playset installation.
- Play structures must be crafted in wood or recycled plastic. Aluminum or metal tubing is prohibited. A picture and dimensions of the playset must be submitted with the architectural application prior to approval.
- It is preferred that canopies be of earth toned colors – tan, olive or brown.
- Applications for play structures must include a site plan clearly showing its intended placement. The structure's visual impact to neighboring homesites and/or the street must be buffered as much as possible with approved fencing or landscaping.
- Fence applications must be submitted in advance of installation of the fence and only current approved styles are permitted.
- If the play structure will be buffered by landscape the plant material must start at a height of thirty-six (36) inches from the ground and may not exceed seventy-two (72) inches of overall height at maturity. The landscape buffer must be maintained at a height of 72 inches at all times. The landscape buffer installation may not alter the drainage of the homesite. The proposed plant material and location of landscape buffer must be submitted to the committee via application prior to installation.

# LAKESIDE COMMUNITY OWNERS ASSOCIATION, INC.

## INSTALLATION OF SATELLITE DISHES

Satellite dishes should be no more than one meter in diameter.

We request that all satellite dishes be placed in a non-conspicuous place. Preferred installation locations are as follows:

- On side wall of home
- On rear wall of home
- On the ground in rear yard and below the top of a fence height

We respectfully request that satellite dishes **NOT** be placed on top of roofs. Should you feel your roof is the **ONLY** location that will give you proper reception, please contract the community management company immediately and provide a copy of the proposal.



# LAKESIDE COMMUNITY OWNERS ASSOCIATION, INC.

## RULES AND REGULATIONS

### USE OF RETENTION PONDS AND LAKES

Stormwater retention ponds and lakes in the Community are NOT for recreational use and are a liability to the Association. The ponds and lakes are posted with signs indicating no trespassing, no swimming, no boating, and no fishing, as well as violators will be prosecuted. These activities are NOT permitted in the Community. This rule applies to both residents and non-residents of the Community. Non-residents will be issued trespassing notices from the Sheriff's Office. Residents who are violating these rules will incur legal fees if enforcement is required.

Due to an increasing problem within the Community, the Board has found it necessary to publish the above as a reminder to all residents that water activities are prohibited. At the current time the Community is under Developer's control, and Developer is deficit funding and providing the liability insurance for the Association.

When Developer turns the Association over to the homeowners, and the new Board of Directors and homeowners desire to accept responsibility and liability for water activities, and they are able to obtain Southwest Florida Water Management District's approval, the new Board may change the rules and regulations and obtain the appropriate insurance coverage. Until such time as the Association is turned over, any type of water activity will be prohibited in the Community.

WE STRONGLY ENCOURAGE ALL HOMEOWNERS TO CONTACT THE SHERIFF'S OFFICE IF THEY WITNESS VIOLATIONS. THE SHERIFF'S OFFICE WILL RESPOND. THESE RULES AND REGULATIONS ARE BEING ENFORCED FOR THE SAFETY AND WELFARE OF ALL COMMUNITY RESIDENTS. THANK YOU FOR YOUR COOPERATION.

THE BOARD OF DIRECTORS

**LAKESIDE COMMUNITY OWNERS ASSOCIATION, INC.**

**RULES AND REGULATIONS**

**RECREATIONAL EQUIPMENT AND OTHER PERSONAL ITEMS**

**PERMANENT BASKETBALL GOALS:**

Permanent basketball goals will **NOT** be allowed within the Lakeside Community Owners Association.

**TEMPORARY BASKETBALL GOALS:**

One regulation-size or smaller, professional MOBILE backboard may be placed on the property after the owner submits an Architectural Application and the request is approved by the Architectural Control Committee (ACC) in writing. **The temporary basketball goal will be assigned a location on the property and will not be allowed to be moved into the street or sidewalk area for play.** All equipment must be maintained on a regular basis by the homeowner to preserve community standards.

**All recreational equipment to include (but not be limited to) small children's basketball boards, large toys, and other miscellaneous personal items should be stored out of public view when not in use.**

LAKESIDE COMMUNITY OWNERS ASSOCIATION, INC.

Application for Proposed Lessee

NOTE: This application will not be considered unless filled in completely and submitted to LAKESIDE COMMUNITY OWNERS ASSOCIATION, INC., at least THIRTY (30) days prior to occupancy. This application shall be signed by all parties to the lease or it will be returned without approval given. A person is not a legal lessee until this procedure is completed and approval is granted. If proposed tenant(s) move in prior to approval, the application may be rejected and the tenant may not be approved in the future.

REQUIREMENTS:

- Return copy of Application and Contract or Lease & \$50.00 application fee payable to : LAKESIDE COMMUNITY OWNERS ASSOCIATION, INC.

- Name of Lessee: \_\_\_\_\_, Phone: \_\_\_\_\_
Name of Owner: \_\_\_\_\_, Phone: \_\_\_\_\_
Property Address: \_\_\_\_\_

Application Date: \_\_\_\_\_ Lease Period: \_\_\_\_\_ to \_\_\_\_\_
(Must be for period of at least one year, non-assignable except at the end of a one-year term)

Lessee Name: \_\_\_\_\_ SSN: \_\_\_\_\_
Spouse: \_\_\_\_\_ SSN: \_\_\_\_\_

Current Address: \_\_\_\_\_ How long? \_\_\_\_\_
City/State/Zip: \_\_\_\_\_

Previous Address: \_\_\_\_\_ How long? \_\_\_\_\_
City/State/Zip: \_\_\_\_\_

Landlord/Mortgage Holder Name on Previous Address: \_\_\_\_\_
Address: \_\_\_\_\_ Phone # \_\_\_\_\_

Vehicle Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year \_\_\_\_\_ Tag# \_\_\_\_\_ State \_\_\_\_\_
Vehicle Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year \_\_\_\_\_ Tag# \_\_\_\_\_ State \_\_\_\_\_

\*\*\*No Commercial trucks or vehicles, RV's, boats or trailers\*\*\* (Please see Declaration of Covenants for specifics).

Pet: Dog/Cat Breed: \_\_\_\_\_ Other: (Specify Type) \_\_\_\_\_ Weight: \_\_\_\_\_ lbs. Age: \_\_\_\_\_
(Maximum three (3) pets permitted. See Declaration of Covenants for specific restrictions)

Boat: Y/N Circle One Make: \_\_\_\_\_ Length: \_\_\_\_\_ Weight: \_\_\_\_\_
Registration # \_\_\_\_\_ State: \_\_\_\_\_ Expires: \_\_\_\_\_
Boat Name \_\_\_\_\_ Boat Titled To: \_\_\_\_\_
Insurance Carrier: \_\_\_\_\_ Expires: \_\_\_\_\_

Please refer to Declaration of Covenants for Permitted Storage of Boats

Name of Permanent Occupants Not Listed Above:

- 1. \_\_\_\_\_ Age: \_\_\_\_\_ SSN: \_\_\_\_\_
2. \_\_\_\_\_ Age: \_\_\_\_\_ SSN: \_\_\_\_\_

Current Employer: \_\_\_\_\_ How Long? \_\_\_\_\_
Address: \_\_\_\_\_ Phone #: \_\_\_\_\_
Spouse Employer: \_\_\_\_\_ How Long? \_\_\_\_\_
Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

In Case of Emergency, please contact:

Name: \_\_\_\_\_ Phone #: \_\_\_\_\_
Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Your signature authorized Management to secure credit and other information and acknowledges receipt of the Rules & Regulations. Credit information may be obtained by the Owner of the Unit and/or the Board of Directors.

# LAKESIDE COMMUNITY OWNERS ASSOCIATION, INC.

## ASSESSMENT COLLECTION POLICY

This collection policy, as approved by the Board of Directors for Lakeside Community Owners Association, Inc. shall adhere to **Article VI. Covenant For Maintenance Assessments (pages 29 - 38) as stated in the recorded Covenants, Conditions and Restrictions for Lakeside Community Owners Association.**

- Assessments are due and payable on the first day of each quarter (January 1, April 1, July 1 and October 1).
- All owners in Lakeside are required to submit a payment coupon (as provided by the management company) with their quarterly maintenance fee check. All payments processed without a payment coupon can be delayed up to and exceeding ten days from the date of receipt by the management company. If owner shall fails to receive payment coupons at the beginning of each year or at the time of closing, said owner shall contact the management company to request payment coupons or send payment directly to the managing agent's office in a timely manner.
- Owners may take advantage of the FREE Auto-Debit program offered by the Association's financial institution. Forms to enroll in this program are available from the management company.
- If any assessment is not paid within 15 days after it is due, the Owner responsible is required to pay a late charge of \$25.00 or such greater amount determined by the Board to the extent permitted by law. Payments not made in a timely manner may be accelerated by the Board of Directors making the entire balance of the remaining assessments due and payable within 15 days after the notice to Owner is mailed.
- A reminder notice is mailed by the management company on the 15<sup>th</sup> day of the month in which the assessment is due. Owner shall have until the 1<sup>st</sup> of the following month to pay the balance in full, including any late fees.
- Owners in arrears by the 5<sup>th</sup> day of the 2<sup>nd</sup> month of the quarter shall received a Certified, Return Receipt letter from the management company instructing them to pay the entire balance due (and any acceleration) by the 20<sup>th</sup> of the month.
- Non-payment after receipt of the Certified Return Receipt letter and deadline for receipt of payment will cause the matter to be forwarded to the association's attorney for collection of all monies due to the association based on the authority given in Article VI, Sections 17 – 20 of the CCR's for Lakeside Community Owners Association.
- The association's attorney shall send a Demand Letter for payment of the funds to the association, including any costs incurred by the association, as well as attorney fees/costs in connection with collection of this debt. Further action will be pursued by the association's attorney in the form of a lien and ultimately foreclosure on the home if payment in full of the funds due to the association is not received when requested.

Approved by the Lakeside Community Owners Association, Inc. Board of Directors at a duly called and noticed meeting on February 3, 2004.

# **LAKESIDE COMMUNITY PROPERTY OWNERS' ASSOCIATION ARCHITECTURAL CONTROL COMMITTEE GUIDELINES**

## **ARCHITECTURAL CONTROL (Article VIII)**

- No site work, landscaping, utility extension, drainage improvement, paving, driveway, swimming Pool, pool enclosure, building, fence wall, or any other physical or structural improvement or change or alteration to the exterior of any existing structure or improvement, including change in color scheme, or to any existing landscaping, shall be commenced, erected or maintained until the plans showing such details as the nature, size, design, workmanship, shape, ect,... have been approved in writing by the ACC.

## **COMPOSITION OF THE ARCHITECTURAL CONTROL COMMITTEE**

- The maximum number of members shall be seven.
- New or replacement members to the committee shall be approved by the President of the Board of Directors.

## **PURPOSE & FUNCTION OF THE ARCHITECTURAL CONTROL COMMITTEE**

- The purpose & function of the Architectural Review Board shall be to (a) create, develop, foster, maintain, preserve and protect within Lakeside a unique, pleasant, attractive and harmonious physical environment grounded in and based upon a uniform plan of development and construction with consistent architectural and landscape standards, and (b) review, approve and control the design of any and all buildings, structures and other improvements of any kind, nature or description, including landscaping.

## **PROCEDURE FOR ARCHITECTURAL REVIEW**

- Applications for review shall be submitted to each member of the committee on a monthly basis by the management company.
- The deadline for submission of the homeowner application shall be the second Thursday of each month.
- Each committee member shall review the application(s) and perform a site visit prior to the scheduled monthly meeting of the committee.
- The committee shall meet on the third Thursday of each month to review all applications as a group. Each member shall initial one application that will then be returned to the management company for processing back to the homeowner.
- The committee is strictly tasked with the review of applications for exterior modifications as proposed by the homeowners. Committee members shall not confront homeowners regarding deed restriction or architectural violations, but rather report them to the management office for follow-up and proper documentation and response. This committee is not tasked with Covenant Enforcement or "deed restriction" violations.

# LAKESIDE COMMUNITY OWNERS ASSOCIATION, INC.

## COMMUNICATION COMMITTEE GUIDELINES

The Communications Committee is a duly organized and appointed committee by the Board of Directors of Lakeside Community Owners Association. The following guidelines will assist the committee with their tasks as assigned by the Board of Directors.

### COMMITTEE STRUCTURE

- The committee shall be comprised of no more than seven (7) Lakeside members. Ideally, the committee should have one member from each neighborhood who sits on the committee. The chairperson of the committee will be appointed by the President of the Lakeside Community Owners Association Board of Directors
- The committee shall hold meets no less than quarterly. Minutes of the meeting shall be taken by the Recording Secretary for the committee. The Lakeside Board of Directors and Management shall be provided with a copy of said minutes.
- The committee members should delegate duties to "reporting members", "design or layout members" and "advertising members".

### COMMITTEE DUTIES

- To produce a quarterly newsletter for Lakeside members. Newsletter should provide articles of interest from association/ management office, recipes, stories, quotes, etc.
- Advertising rates for companies who provide services to Lakeside members or the commercial units who are members of Lakeside shall be permitted to advertise in the association's newsletter. Rates are as follows: \$25.00 business card sized ad, \$45.00 quarter page ad, \$60 half page ad and \$75.00 for a full page ad. Members of Lakeside with businesses will be given a 15% discount on the ad rate. Monies to be collected at the time of ad purchase.
- Committee shall seek proposals from local printers for costs to layout the newsletter for the committee. The Board of Directors must approve the preferred printer prior to selection.
- The newsletters must receive prior approval from the Board of Directors before printing and mailing occur.
- Provide updates to the website as required by the Board of Directors or Management. The Board President shall select a webmaster. The webmaster shall check in with the Management Company, Neighborhood Associations and Club Lakeside at least monthly to inquire as to updates needed on the website.

Approved by the Lakeside Community Owners Association, Inc.  
Board of Directors at a duly noticed Board of Directors Meeting on  
February 3, 2004

**LAKESIDE COMMUNITY OWNERS ASSOCIATION, INC.**

**ARCHITECTURAL CONTROL COMMITTEE APPLICATION FEES**

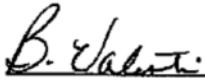
**WHEREAS** Article VII, Section 8.1 of the Declaration of Covenants and Restrictions for Lakeside Community Owners Association, Inc. has provided that the Architectural Control Committee has the right to establish fees for modification applications to the exterior of homes and lots,

**NOW, THEREFORE, LET IT BE RESOLVED THAT** a fee of \$\_\_\_\_\_ will be charged to each applicant requesting a modification to the exterior of the applicant's home or lot.

**LET IT ALSO BE RESOLVED** that the application fee will be waived to all applicants who submit the application for approval to the Architectural Control Committee prior to undertaking the modification and receiving such approval in writing from the Architectural Control Committee.

**LET IT BE FURTHER RESOLVED** that the application fee will be invoiced to all applicants who submit a modification request after such improvement has been done upon the exterior of the home or lot and prior to receiving the required approval from the Architectural Control Committee. Such fees will be payable to the Association within thirty days of notification and will be collected in accordance with the Declaration of Covenants Conditions and Restrictions.

**APPROVED:**

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary

**LAKESIDE COMMUNITY OWNERS ASSOCIATION, INC.**

**ARCHITECTURAL CONTROL COMMITTEE APPLICATION FEES**

WHEREAS Article VII, Section 8.1 of the Declaration of Covenants and Restrictions for Lakeside Community Owners Association, Inc. has provided that the Architectural Control Committee has the right to establish fees for modification applications to the exterior of homes and lots,

**NOW, THEREFORE, LET IT BE RESOLVED THAT** a fee of \$ 50 will be charged to each applicant requesting a modification to the exterior of the applicant's home or lot.

**LET IT ALSO BE RESOLVED** that the application fee will be waived to all applicants who submit the application for approval to the Architectural Control Committee prior to undertaking the modification and receiving such approval in writing from the Architectural Control Committee.

**LET IT BE FURTHER RESOLVED** that the application fee will be invoiced to all applicants who submit a modification request after such improvement has been done upon the exterior of the home or lot and prior to receiving the required approval from the Architectural Control Committee. Such fees will be payable to the Association within thirty days of notification and will be collected in accordance with the Declaration of Covenants Conditions and Restrictions.

**APPROVED:**

Berry D. Valenti  
President

July 20, 2004  
Date

[Signature]  
Secretary



LAKESIDE COMMUNITY OWNERS ASSOCIATION, INC.

**Guidelines and Schedule of Fines**

**WHEREAS** Article IX, Section 8 of the Declaration of Covenants and Restrictions for Lakeside Community Owners Association and Florida Statute 720 have provided the Association with the power to enforce the Association's governing documents by levying reasonable fines against a Member for any violation of the Bylaws; the Declaration of Covenants, Conditions, and Restrictions and the Rules and Regulations, committed by such Member or any occupant of the Home owned by the Member, and

**WHEREAS** Article IX of the Bylaws for Lakeside and Florida Statute 720 allow for the Board of Directors to appoint a Covenants Enforcement (Fining) Committee,

**NOW, THEREFORE, LET IT BE RESOLVED THAT** a Covenants Enforcement Committee (Committee) will be created consisting of three (3) to nine (9) Members of the Association who are not officers, directors or employees of the Lakeside Community Owners Association or the spouse, parent, child, brother or sister of an officer, director or employee of the Association and that the following Guidelines and Schedule of Fines will be adopted and adhered to:

1. **Notice and Hearing:** In the event of a violation of the Association's Covenants or Rules and Regulations, the Community Manager for the Association shall provide written notice of violation to the Member (and tenant if applicable) giving an opportunity to correct the violation or to assure to the Committee's satisfaction that the violation will not be repeated. The Member shall be entitled to a hearing before the Committee to contest the violation and/or fine that may be imposed. Notification of the hearing must be given at least fourteen (14) business days prior to the hearing date. At the hearing, the Member shall have the right to be represented by legal counsel and an opportunity to produce any statement, evidence, and witnesses on his or her behalf. A majority of the Committee must vote affirmatively to impose a fine or suspension. No suspension of a Member's right to use common areas may impair his/her right or the Member's tenant's right to have vehicular or pedestrian ingress and egress to and from the Home. Written minutes of the meeting shall be taken and shall include the results of the hearing and any fine/suspension that is imposed upon the Member and/or tenant. Should the violation be repeated within a three (3) month period of the hearing date, the Association will not be required to provide the Member with notice and opportunity for hearing before the Committee.

**Continuing Violations:** Each day of a Member's failure to comply shall be treated as a separate violation and be subject to a separate fine up to a maximum of thirty (30) daily fines per violation. At the time that the Member begins to make a good faith effort to correct the violation, no further fines shall be levied.

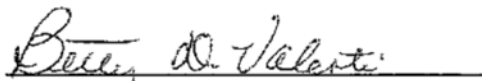
2. **Fees and Costs:** Payment of any and all attorney's fees and legal costs incurred by the Association for the purpose or collection of the fine will be the responsibility of the Member.

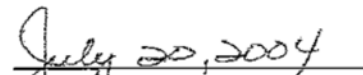
3. **Priority of Payment:** Payments received from Member will be credited to their account in the following order

- Attorney and legal fees,
- Late fees and interest,
- Fines,
- Special Assessments,
- Regular assessments, with application being made to the oldest month's delinquency first.

**Notice:** Appropriate Legal action or referral to Alternative Dispute Resolution (ADR) may be taken at any point during this process. ADR and Legal Fees are to be reimbursed by the Member.

**APPROVED:**

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Secretary

## GUIDELINES FOR COVENANT'S ENFORCEMENT

Following are procedures to be followed for the failure by an Member or tenant to abide by the Restrictions that are recorded in the Declaration of Covenants, Conditions and Restrictions of Lakeside Community Owners Association and it's duly adopted Rules and Regulations:

- ❑ Member (and tenant if applicable) will receive a reminder notice from the Community Manager advising that a condition observed on the property is a violation of the Covenants, Conditions and Restrictions of Lakeside Community Owners Association. The Member will have 10 days to bring the violation into compliance.
- ❑ Member (and tenant if applicable) will receive a second notice from the Community Manager advising that a previous notice was issued regarding the current infraction observed on the property and that the condition must be rectified within 7 days or a fine in the amount deemed appropriate per the attached fining schedule will begin. Second notice will be optional based upon the seriousness of the violation.
- ❑ Member (and tenant if applicable) will receive a final notice (certified return receipt) from the Community Manager advising that previous reminders regarding a current deed restriction violation have been issued and the Member will have 14 days from receipt of this notice to request a hearing before the Covenants Enforcement Committee.
- ❑ Depending upon the outcome of the mediation hearing, the Member will have five days from the date of the mediation hearing to remit the total amount due for the fine. If payment of the fine is not received during this time frame, the account will be turned over to the Association's attorney for further action.
- ❑ The fine is levied per day per violation up to a maximum of \$1,000.00
- ❑ Non-payment of the fine will result in a legal action being taken against the owner if the fine and any associated attorney fees/costs to the Association are not paid within the legal time frames.
- ❑ Fines will be assessed beginning the first day after the scheduled hearing and continuing daily until the violation is rectified and approved by the Community Manager.
- ❑ Daily fines will be suspended when the Community Manager receives a written request to re-inspect the violation(s) after a corrective action has been taken by the Member.
- ❑ Daily fines will resume if a violation fails a re-inspection by the Community Manager.
- ❑ Daily fines will cease when the Community Manager re-inspects the violation(s) and issues a written approval to the Member.

## COVENANT VIOLATION FINING SCHEDULE

<u>Violation</u>	<u>Fine</u>
Antennas	\$25.00 per day
Nuisances	\$50.00 per day
Temporary Structures, Outbuildings, Athletic Equipment And Toys	\$50.00 per day
Commercial Trucks, Trailers, Campers, Boats, RV's	\$75.00 per occurrence
Architectural Control – unapproved application or no submittal of application for improvement. **	Based upon value of improvement.
Garbage and Trash Disposal	\$25.00 per occurrence
Lot & Home Upkeep	\$100.00 per day
Animals	\$25.00 per occurrence
Vehicles	\$50.00 per occurrence
Parking	\$50.00 per occurrence
Signs	\$75.00 per day
Other Covenant Violations Not Listed	\$100.00 per day

**\*\*Architectural Changes performed without Prior Architectural Control Committee (ACC) Approval:**

Community Manager will send one notification to the Member along with an ACC Exterior Modification Form. If response is not received within the specified time permitted, a certified letter will be sent to the Member requesting compliance and notifying Member of fining policy and date of next Covenants Enforcement Committee meeting.

A one-time fine will be imposed for any changes requiring ACC approval made without such approval.

For modifications with a cost of up to \$1,000 the fine will be \$50.00  
For modifications with a cost of over \$1,000 the fine will be \$100.00

The ACC has the right to request that modifications constructed without approval be removed as per the Covenants, Conditions and Restrictions.

## MEETING GUIDELINES

The purpose of the Covenant's Enforcement Committee is to gain compliance of the Member/Tenant with the Declaration of Covenants, Conditions and Restrictions and the Rules and Regulations of the Lakeside Community Owners Association.

The Committee will elect a Facilitator and a Record Keeper. The Facilitator will conduct the meeting and ensure that the guidelines for the committee are followed in a fair and impartial manner. The Record Keeper will keep accurate minutes of the meeting and provide a copy of the committee's decision to the Community Manager within 24 hours of any meeting of the committee.

The Member/Tenant has the right to have legal council and/or witnesses present at the meeting.

The Member/Tenant will have the opportunity to state why he is not in compliance with the Covenants and Rules & Regulations of the Association and to negotiate when reasonable for an extension of the time period for coming into compliance.

The Committee will listen to the case presented by the Member/Tenant. Committee members may question the Member/Tenant and any witnesses that may be present.

The Committee will review all of the information that has been presented by the Community Manager as well as interview any witnesses or complainants who may be invited to attend the hearing in order to produce evidence to substantiate their complaint.

The Committee will review all evidence and listen to testimony from both sides at the hearing and then excuse both parties and render a decision. The Committee members will make a decision based upon the Fining Schedule that has been duly adopted by the Board of Directors. If confronted with a difficult enforcement situation or litigation possibilities, the Committee may refer the case to Alternative Dispute Resolution.

All decisions of the Covenants Enforcement Committee are final. There are no appeal processes.

# LAKESIDE COMMUNITY OWNERS ASSOCIATION, INC.

## ARCHITECTURAL MODIFICATION REQUEST

DATE: \_\_\_\_\_ Is this application a re-submittal of a previous application? Yes / No (circle one)

The undersigned owner seeks approval of the Committee as follows (circle all that apply):

Pool/Spa      Screen Enclosure      Solar Heating Panels      Satellite Dish      Fence  
Storm Shutters      Painting      Landscaping      New Construction      Other

DETAILED NARRATIVE DESCRIPTION OF ADDITIONS/ALTERATIONS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Continue on Additional Sheet if Necessary)

INCLUDED (please circle all that apply):

Copy of Official Lot Survey      Specifications for Alteration      Color Swatches      Material Sample  
Brochures      Photographs      Drawings

*Note: Please indicate on lot survey where alterations will be located on Property.*

The undersigned property owner hereby acknowledges and agrees that the undersigned shall be solely responsible for determining whether the improvements, alterations or additions described herein comply with all applicable laws, rules and regulations, code, and ordinances: including, without limitation, zoning ordinances, subdivision regulations, and building codes. The ACC shall have no liability or obligation to determine whether such improvements, alterations and additions comply with any such laws, rules, regulations, codes or ordinances.

SIGNATURE OF OWNER \_\_\_\_\_ PRINT NAME \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

LOT \_\_\_\_\_ BLOCK \_\_\_\_\_ TELEPHONE (H) \_\_\_\_\_ (W) \_\_\_\_\_

EMAIL: \_\_\_\_\_

SIGNATURES OF NEIGHBORS IF ERECTING A FENCE \_\_\_\_\_

PLEASE ALLOW UP TO 30 DAYS TO RECEIVE AN APPROVAL FROM THE ACC COMMITTEE

ACTION OF THE COMMITTEE:

RECOMMEND APPROVAL WITH CONDITIONS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

REQUEST DENIED FOR THE FOLLOWING REASON: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE \_\_\_\_\_

CHAIRPERSON, ACC \_\_\_\_\_

# LAKESIDE COMMUNITY OWNERS ASSOCIATION, INC.

## COVENANTS/ENFORCEMENT COMMITTEE GUIDELINES

The Covenants/Enforcement Committee is a duly organized and appointed committee by the Board of Directors of Lakeside Owners Community Association. The following guidelines will assist the committee with their tasks as assigned by the Board of Directors.

### COMMITTEE STRUCTURE

- The committee shall be comprised of no more than three (3) Lakeside members. The chairperson of the committee will be appointed by the President of the Lakeside Community Owners Association Board of Directors
- The committee shall hold meets no less than quarterly. Minutes of the meeting shall be taken by the Recording Secretary for the committee. The Lakeside Board of Directors and Management shall be provided with a copy of said minutes.

### COMMITTEE DUTIES

- To review the Covenants and Restrictions and make recommendations regarding any changes to the covenants to the Board of Directors for review and ratification.
- The Committee shall recommend to the Board a Fining/Enforcement Policy to be ratified and sent to all members of the Association (see attached recommended policy).
- Once the policy is in force, the Committee will work with the Management Company to enforce all deed restrictions and enforce any fines, etc.
- The Committee will be responsible for holding meetings in response to a fine which may be imposed upon an owner. These meetings must be held within 14 days from the date the alleged fine is imposed.

## MEETING GUIDELINES

The purpose of the Covenant's Enforcement Committee is to gain compliance of the Member/Tenant with the Declaration of Covenants, Conditions and Restrictions and the Rules and Regulations of the Lakeside Community Owners Association.

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