

# LAKE BEACH CLUB CONDOMINIUM ASSOCIATION

## RULES AND REGULATIONS

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## RULES AND REGULATIONS

The Rules and Regulations herein after enumerated as to the Condominium Property, the Common Elements, the Condominium Units and the Condominium in general shall apply to be binding upon all Unit Owners. The Unit Owner shall at all times obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitee, servants, lessees, persons for whom they are responsible and persons over whom they exercise control and supervision. Any waivers, consents or approvals given under these Rules and Regulations by the Board of Directors shall be revocable at any time and shall not be considered as a waiver, consent or approval of identical or similar situations unless such waiver, consent or approvals specifically set forth, in writing, by the Board of Directors.

### **THE RULES AND REGULATIONS ARE AS FOLLOWS:**

#### **1. RULES AND REGULATIONS:**

- A. Violations should be reported, in writing, to the Board of Directors of the Association.
- B. The Board will call to the attention of the Owner of the unit whose occupant or guest violated these rules, any such violation.
- C. Disagreements concerning violations will be presented to and be judged by the Board of Directors who will take appropriate action.
- D. Unit Owners are responsible for compliance by their guests or lessees with these Rules and Regulations.

#### **2. ALTERATIONS:**

No interior of a Condominium Unit shall be altered in any manner as to have any effect on the structural elements of the building or its electrical, mechanical, plumbing or air conditioning system or on any of the Common or limited Common Elements without the prior written consent of the Association.

#### **3. ATTIRE:**

Without exception, proper attire is required. shoes, sandals, robe, jacket, or shirt, or other covering of upper and lower body must be worn in common areas such as the

lobby, Hallways, Elevators and in front of the Building. No one will be permitted in the building wearing dripping bathing attire. All bathing wear must be covered when walking thru common areas (except the Pool).

**4. ANTENNAE-AERIAL-SATELLITE DISH:**

No exterior aerial, antennae or satellite dish shall be placed or attached to the condominium property.

Nor shall anything be projected out of any window in the building without written approval of the Board of Directors.

**5. BALCONIES AND WINDOWS:**

OWNERS MUST COMPLY WITH THE REQUIREMENTS OF THE MIAMI BEACH FIRE DEPARTMENT: NO COOKING OR BAR-B-Q" IS ALLOWED IN ANY BALCONIES OR COMMON AREAS.

Any personal property shall be stored within their condominium units or assigned storage areas. (Do not use balconies as a storage area).

Plants, pots, receptacles and other movable objects must not be kept, placed or maintained on ledges of windows or balconies. No objects shall be hung from window sills.

No cloth, clothing, rugs or mops shall be hung open or shaken from windows or balconies.

Units Owners shall not throw cigars, cigarettes or any other object from windows or balconies.

Unit Owners shall not allow anything to be thrown or fall from windows or balconies.

No sweepings or other substances shall be permitted to escape to the exterior of the building from windows, balconies or doors.

**6. BICYCLES AND SIMILAR VEHICLES:**

Bicycles must be placed or stored in the designated exterior areas, if any. (Front of the cars by the parking area if possible or inside the Apartments).

No bicycles, scooters, baby carriages, similar vehicles, toys other personal articles shall be allowed to stand in any driveways, stairways, Common Elements or limited Elements.

Bicycle storage is at the sole risk of the bicycle owner. The Association will not be responsible for any loss or damages of bicycles.

We do recommend that you contact your insurance agent to be sure your bicycle(s) are included on your homeowners or apartment's rental policy.

**7. BOATS:**

There is no storage facility for boats, Jet Skies or any other aquatic transportation.

These may not be stored in the garage at any time.

**8. BULLETIN BOARD:**

Official notices from the Association are posted on the bulletin Board in the lobby.

Meeting calls for the Board Meetings are posted there at least 48 hours in advance of the Meeting.

Unit owners may use this Bulletin Board to sell or rent their apartment only. The size of the sign should be no bigger than 6" X 4".

All signs to be posted on the bulletin Board should be previously approved by the Board of Directors.

**9. CARD ROOM: (Recreation Room -203)**

This is for the exclusive use of the Owners of lake Beach.\_\_\_\_

The cost to rent the card room is \$50.00 plus \$80.00 to hire a security guard. These must be paid in advanced to the Association

Deposit of \$500.00 is required

Maximum occupancy is 20 people.

The owner of the party shall advise the invitees that no parking is available at Lake Beach.

The unit owners can use this room from 9:00 a.m. to 4:00 p.m. to play cards, Domino, and other table games at any time upon availability. (Contact the Board of Directors)

No alcoholic beverages are allowed unless rented for the party.

Parties between Sundays thru Thursdays must finished at 11 p.m. Fridays and Saturdays at 12:00 am.

Any music or noise shall be kept at a reasonable level at all times.

Reservations are necessary at least one week in advanced.

**10. CLEANLINESS AND GARBAGE DISPOSAL:**

Refuse and bagged garbage shall be deposited only in the area provided thereof in this regard, all refuse must be bagged in sealed garbage bags.

Use trash chutes only between 6:30 am to 11:00 pm

If trash will not fit through the chute door easily, please bring it downstairs, where the dumpsters are located.

Do **NOT** leave any trash, in or out of bags on the floor of the trash room. This creates odors and encourages insects and pests.

No construction materials (Cement, paint, carpeting, wallpaper, etc.) or highly flammable materials may be deposited in the chutes.

**NO LIT OR SMOLDERING CIGARETTES OR CIGARS SHOULD BE THROWN DOWN CHUTES.**

Our trash removal contract does not include oversized items such as furniture, etc., nor hazardous waste such as automobile batteries, flammable chemicals, etc. Please make your own arrangements for the disposal of these articles.

Do not dispose of any trash, non-acceptable items (as above) on condominium property.

**NEVER LEAVE TRASH IN THE STAIRWELLS.**

## **11. COMPLAINTS:**

We do ask that you express yourself directly to Management, in care of the office, if you have a complaint. Voicing your complaint to staff members, guests and residents accomplishes little to solve the problem and only creates dissatisfaction among your neighbors and the staff. If you see a problem, let us know about it in writing. We do respond to all written complaints, usually within 10 days. Note that we will investigate the complaint, while not revealing your identity without your express permission.

Complaint forms are available at the office.

Renters should note that all leases coming up for renewal must be re-approved by the Screening committee. Complaints on file will be a factor in whether you are re-approved for residence.

## **12. CONSTRUCTION OR RENOVATION OF THE UNITS:** (Pg. 9 Dec 1.)

Owners must observe and adhere to the following construction rules and regulations.

Owners should submit to the Board of Directors for their approval any plans, drawings of any construction or renovation to be done at their apartments.

Owners may not do any construction or major renovation without written approval of the Board of Directors.

All approved construction or renovation in units may be done on Monday through Friday during the hours between 9:00 a.m. to 4:00 p.m.

Contractors must reserve elevators with the Association Office to deliver materials to the units (two days in advance )

Owners must provide copies of proper permits, contractor's licenses and insurance certificates to the Association before commencing any work.

## **13. CHILDREN:**

For their own safety, children should not play or loiter in the elevators or stairways. We require they do not play in the public halls or lobby. Parents are responsible for the behavior of their children at all times.

Unit owners are ultimately responsible for the actions of children of tenants, guests and children otherwise in occupancy of their unit.

**The following activities are not permitted:**

1. Climbing trees on the property or getting into the planters.
2. Skateboarding or roller/ blades skating on Condominium property (including wearing roller skates inside the building' common areas)
3. Jumping over the fences. (Swimming Pool, gates)
4. Bouncing balls of any type against the walls.
5. Using the Swimming pool without adult supervision if under the age of twelve.
6. Using the lobby for playing cards, games, etc.

**14. DESTRUCTION OF PROPERTY:**

Neither unit Owner, their family members, lessees, nor guests shall mark, damage, destroy, deface or engrave any part of the building. Unit Owners shall be financially responsible for any such damage.

**15. EXTERIOR APPEARANCES:** (Pg. 1 5 Decl.)

The exterior of the Condominium Units and all other exterior areas appurtenant to a Condominium Unit, including, but not limited to, balcony walls, or railings, ceilings or door, shall not be painted, without written approval of the Board of Directors of the Association, which approval or consent may be withheld on purely aesthetic grounds within the sole discretion of the Board.

Nothing, including, but not limited to, radio or television aerials or antennas, signs, notices or advertisements, awnings curtains, shades, window guard, light reflective materials, hurricane or storm shutters, ventilators, fans or air conditioning devices, writing or other items shall be attached or affixed to the exterior of any Unit or balcony or exposed on or projected out of any window, door or balcony of any Unit without the prior written consent of the Association. No one shall alter the outside appearance of any window of any Unit without written consent of the Association. The consent of the Association to all or any of the above may be withheld on purely aesthetic grounds within the sole discretion of the Board of Directors of the Association.

No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Condominium Unit or Condominium Property by any Unit Owner or occupant without written permission of the Board of Directors.

No awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or doors or roof of the building without the written consent of the Board of Directors of the Association.



All window and sliding glass door coverings must be made of a suitable plain neutral color (white, off-white or beige ). No aluminum foil or reflective covering or paper may be used at any time.

**16. EMPLOYEES:**

Employees of the Association shall not be sent out of the building by any unit owner, except in the unit owner's capacity as an officer or director of the Association. No

Unit Owner or approved lessee shall direct, supervise or in any manner attempt to assert any control over the employees of the Association.

**17. FACILITIES:**

The facilities of the Condominium are for the exclusive use of Unit Owners, their lessees and guests accompanied by a Unit Owner. Any damage to the building or any common areas or equipment caused by any Unit Owner or his guest shall be repaired at the expense of the responsible Unit Owner.

**18. FIRE DOORS:**

Unit Owners are not to use fire doors for ingress or egress, except in emergency situations.

**19. GUESTS:**

Guests of an owner may occupy the unit in the owner's absence provided that:

- A. Unit owners and lessees shall notify the Association, upon at least ten (10) days prior written notice, of the arrival and departure dates of guests who have permission to occupy the unit in the absence of unit owners and lessees.
- B. Such guests must be at least 21 years of age. (They may be accompanied by their children) ; and
- C. Said guest usage in the owners absence does not be over 30 days per each time. (Maximum 2 times per year )in case that the period of time is more than 30 days, the guest must go through normal screening—procedure
- D. Unit owners and lessees should have such guests check in at the Association office upon arrival in order that service can be extended to them in the way of telephone calls coming in the Association Office, incoming mail or any emergency which might arise.

**20. HALLWAYS:**

Garbage cans, laundry, dry cleaning, supplies or other articles shall not be placed in the halls, walkways, or on staircase landings. No unit Owner shall allow doors to remain open for any purpose other than for immediate ingress and egress.

**21. HURRICANE SEASON AND SHUTTERS:**

Each Unit Owner or lessee who plans to be absent from his unit during the hurricane season (June 1st-November 30th) must prepare his unit (Empty the balconies, close Hurricane shutters, close and lock sliding doors and windows) prior to departure by designating a responsible firm or individual to care for his unit during his absence in the event that the unit should suffer hurricane damage. The Owner shall furnish the Association with the name of such firm or individual. The designated firm or individual shall contact the Association for permission to install or to remove hurricane shutters. The Hurricane shutters must be color white and Accordion Style.

**22. KEYS & EMERGENCY ENTRY:**

In case of any emergency originating in or threatening any unit, regardless of whether the owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, shall have the right to enter such unit for the purpose of remedying or abating the cause of such emergency and such right to entry shall be immediate.

To facilitate entry in the event of any such emergency, each unit must deposit with the Association a key to such unit.

Copies of keys for common areas can be obtained from the Association at a cost of \$50.00 / Key. Openers for the gates cost \$60.00 each. These must be ordered directly by the unit owners.

**23. MEETINGS:**

Unit Owners may participate strictly in any of the agenda items subject to a time limitation of 3 minutes per person unless the chairman of the Meeting makes an exception to this rule.

**24. MOVING OR OUT OF THE UNITS:**

Advance arrangements shall be made with the Association before moving furniture or bulky personal belongings in or out of the building.

Moving in or out is permitted ONLY MONDAY THROUGH FRIDAY FROM 9:00 A.M TO 3:00 P.M No exception for furniture or other. (EXCLUDING HOLIDAYS)

Elevator's reservation must be made through the Association Office upon availability, with 48 hours in advance.

Any damage caused to any part of the Common elements of the Building will be the responsibility of the Unit Owner.

Do not leave behind furniture or other large objects that you do not wish to take with you if you do, you or the owner of the apartment you have rented from will be charged a fee to cover our costs of having the refuse towed away, as well as a service charge.

You are responsible for cleaning up any debris left behind in the hallways, stairwells or elevators in the course of your move. We will, of course, take care of vacuuming

**25. NOISE:** (Pg. 5 Decl.)

In floor coverings, you may freely use carpeting or vinyl tile, installed over a generally accepted padding.

The City of Miami Beach requires a permit and an approved whisper mat be installed under all new flooring installations in any unit 2nd floor and higher. Failure to obtain a permit results in fines from the city. The City of Miami Beach requires a whisper mat sound installation be installed under ALL new flooring. You are required to comply with ALL local building codes.

In addition, due to an increased demand for hard surface flooring, such as the marble and tile, Lake Beach permits the use of these floorings with authorized sound proofing material. Your installation company should be aware of the requirements and must follow all local code requirements. The owner should approach the Board or the employee of the Association for inspection before installation to be able to get a certificate of approval.

Radios, television and other instruments which may create noises should be turned down to a minimum volume between the hours of 10:30 P.M. and 9:00 A.M. All other necessary noises, such as bidding good night to departing guests and slamming car doors, between these hours, should be avoided.

Picture-hanging, carpentry and other noise-producing work must be done between the hours of 9:00 a.m. and 5:00 p.m. No exceptions to this rule will be allowed.

**26. OBSTRUCTIONS;**

The Lobby, the elevator and all sidewalks, entrances, driveways, passages, patios, courts, catwalks, vestibules, stairways, corridors and halls must be kept open and shall not be obstructed in any manner. Rugs and mats must not be placed outside of doors in corridors or on walkways.

Carriages, bicycles, shopping cars, chairs, benches, tables or any other subject of a similar type and nature MUST be stored within the units.

Fire exits shall not be obstructed in any manner.

## **27. PAYMENTS OF QUARTERLY MAINTENANCE:**

This shall be made at the office of the Association. Payments made in the form of checks shall be made to the order of lake Beach Club Condominium Association inc.

Payments of regular Maintenance Fees are due on the first (1st) day of each Quarter and if such payments are ten (10) Days or more late, they are subject to \$25.00late Fee per month, thereafter as provided in the Declaration of Condominium. **IF THE PAYMENT IS 20 DAYS OR MORE LATE, THIS ACCOUNT WILL BE REMITTED TO OUR ATTORNEYS TO ASSIST WITH COLLECTION AUTOMATICALLY. ANY ATTORNEY FEES INCURRED WILL BE ADDED TO THE FEES DUE ACCORDINGLY.**

## **28. PARKING;**

Only one parking space is assigned per unit. Vehicles parked in different spaces than the original parking space assigned by the Developer to that apartment will be subject to tow away. All vehicles must be parked all the way to the front Contractors or subcontractors working for a unit owner or resident should park in the space that belongs to that apartment or out-side in the street meters. No vehicles should be parked in front of the garbage room or any other place on the parking area different than his/her place.

Parking is at your own risk

Washing or repairing of vehicles in the garage is not permitted.

Owners of vehicles leaking oil or other fluids are responsible for correcting the problem promptly. Failure to do so will result in a fine being imposed until the leaking is fixed.

Do not tail-gate. Do not attempt to follow another vehicle through the gate, you must wait until the gate is closed and then press your remote control for your turn (Serious damage could result)

If anyone is renting or using another unit's parking space you must have written authorization on file at the office Room 203 from said unit owner.

**29. PARTIES:**

No parties shall be held in the apartments.

**30. PETS:**

**RULES AND REGULATIONS REGARDING ASSISTANCE (SERVICE/SUPPORT)  
ANIMALS LAKE BEACH CLUB**

Section 19.3 of the Declaration of Condominium prohibits pets. The Association complies with the federal and Florida Fair Housing Acts and will permit reasonable accommodations to the “pet” prohibition when proper documentation is provided to support the request. All approved assistance animal Owners are required to comply with these reasonable rules and regulations. A violation of these rules and regulations may result in the Association’s withdrawal of the approval of the assistance animal and other remedies permitted under the law. Unapproved animals are not permitted on the property.

1. All requests for accommodations for service and support animals must be approved in writing, prior to any service or support animal being brought on property or in a unit. This includes visitors and guests, as well as Owners and Tenants. The documentation must come from a health care professional with “personal knowledge” of the requesting party’s condition/disability and establish a “disability” related need for the animal, as the term disabled/handicap is defined in the federal and Florida Fair Housing Acts. For emotional support animals, the documentation must also comply with Florida Statute Section 760.27, in all respects. Anyone seeking an accommodation to the pet restriction must provide the Association with sufficient time to review the request. The Association does not accept letters, tags, certificates or identification cards, purchased online, to establish a disability related need for an assistance animal.

2. Once approved, the assistance animal must be walked on a **non-retractable** leash providing no more than five (5) feet of slack, carried or strollered at all times when outside the unit and must be under the Owner’s control. Animals are not permitted to roam or wander. No animal is permitted to walk off leash unless required by the disability.

3. Owner must pick up the assistance animal’s excrement in a plastic bag. Afterward, the bag must be sealed and immediately disposed of in a proper garbage receptacle.

4. The assistance animal shall not bark excessively or create excessive noise. Complaints shall be evaluated by the Board of Directors in its sole discretion.

Excessive barking or noise may result in the demand for removal of the animal and the withdrawal of the approval, if the violation cannot be cured after a written warning.

5. The animal is strictly prohibited from engaging in aggressive conduct, including, but not limited to, lunging, biting, nipping, and/or causing bodily injury to persons or other animals. Should the assistance animal pose a health or safety risk to persons or animals, as determined by the Board of Directors in its sole discretion, it must be removed immediately.

6. The assistance animal may not create odor, insect or sanitation problems.

7. The assistance animal may not be left unattended when outside the unit and may not be tied or tethered to any objects outside. The assistance animal is not permitted on the balcony unattended.

8. The animal is permitted anywhere the handler is permitted except inside the pool or in a kitchen/grill area where food is prepared. The animal is not permitted on any of the Association's furniture.

9. Should the assistance animal become a nuisance to others, the Owner will be asked to remove the animal from the premises and may be prohibited from bringing the animal back.

10. Owner must comply with all state, county and local ordinances and statutes related to the animal, including, but not limited to county license and tag requirements.

11. The approval of the assistance animal may be withdrawn if the Owner is no longer disabled/handicapped and the requesting party is under a duty to notify the Association if and when he/she is no longer disabled.

12. Should the disabled individual no longer reside on, or occupy, the property, the assistance animal must be removed.

13. Owner must provide proof of current and annual (or three year) rabies vaccinations before they expire, along with a picture of the animal.

14. Owner is solely responsible for any and all damage caused by the assistance animal, whether to person or property. The cost of repairing any damage will be the animal Owner's responsibility.

15. Owner is requested to exercise caution and consideration when using elevators or confined areas such as hallways, elevators, mail rooms, etc. The assistance animal must be under the Owner's control at all times and may not be permitted to lunge, jump, nip, or touch others while in these confined areas.

16. Owner is asked to be courteous of others when outside the unit with the assistance animal, especially to those who may have allergies or phobias.

17. When outside the unit, the animal must be prevented from causing a nuisance to others and/or causing an unsafe environment for any person.

Failure to comply with any of these requirements is grounds to withdraw the approval of the animal. Further, in the event that any of the above rules are violated, the Association may initiate any and all legal proceedings against the Owner, Tenant and/or Guest, seeking the removal of the animal and/or any other remedy available to the Association, including the imposition of fines. The Association is entitled to recover its prevailing party attorney's fees and costs in accordance with governing law and the governing documents.

**I. Be advised that Florida Statute Section 413.08(9) states, as follows:**

(9) A person who knowingly and willfully misrepresents herself or himself, through conduct or verbal or written notice, as using a service animal and being qualified to use a service animal or as a trainer of a service animal **commits a misdemeanor of the second degree**, punishable as provided in s. 775.082 or s. 775.083 and must perform 30 hours of community service for an organization that serves individuals with disabilities, or for another entity or organization at the discretion of the court, to be completed in not more than 6 months.

**Further, Florida Statute Section 817.265 states, as follows:**

A person who falsifies information or written documentation, or knowingly provides fraudulent information or written documentation, for an emotional support animal

under s. 760.27, or otherwise knowingly and willfully misrepresents himself or herself, through his or her conduct or through a verbal or written notice, as having a disability or disability-related need for an emotional support animal or being otherwise qualified to use an emotional support animal, **commits a misdemeanor of the second degree**, punishable as provided in s. 775.082 or s. 775.083. In addition, within 6 months after a conviction under this section, a person must perform 30 hours of community service for an organization that serves persons with disabilities or for another entity or organization that the court determines is appropriate.

**31. PLUMBING:**

Common water closets and other common plumbing shall not be used for any other purposes than those for which they are constructed, and no sweepings rubbish, rags or other foreign substances shall be thrown therein. The cost of any damage resulting from misuse of same shall be borne by the owner causing the damage.

Bathroom, toilets and other plumbing facilities should not be used to dispose of sweepings, rubbish, pampers, rags or other foreign matter. The cost of repairs resulting from misuse will be the responsibility of the resident or owner.

**32. POOL RULES:**

**POOL HOURS**

9:00 A.M TO 7:00 P.M April thru October

9:00 A.M. TO 5:00 P.M. November to March

All persons using the Swimming Pool do so at their own risk.

**NO LIFE GUARD IS ON DUTY.**

**Pool area capacity is limited to 8 individuals regardless of age by the state Department of Health. Pool use is first come, first served. If people are waiting to enter the pool area, please extend common courtesy and limit your time at the pool area to allow others to enjoy time in the pool area.**

**Please show respect, common courtesy to others and maintain safety at all times.**



**The Board reserves the right to fine or revoke pool use privileges from anyone who refuses to abide by the below rules.**

- a) All persons using the pool do so at their own risk.
- b) Children under the age of 17 years must be accompanied at all times by an Adult. (Parent or Guardian)
- c) All persons must shower before entering the pool.
- d) NO INFANTS IN DIAPERS OR TRAINING PANTS ARE ALLOWED IN THE POOL. Children not yet toilet trained must use plastic pants or plastic lined diapers while in the pool.
- e) FOR THE PROTECTION OF ALL POOL USERS, PERSONS WITH SKIN RASHES OR OTHER SKIN CONDITIONS ARE NOT PERMITTED IN THE POOL.
- f) Tanning lotions, oils and creams, bobby pins, hair pins, etc. must be removed before entering the pool.
- g) When in beach attire all chairs and lounges must be covered with a towel.
- h) All persons using the pool shall wear proper bathing attire.
- i) No Animals of any kind are allowed in the pool or in the pool area.
- j) No food, glassware, bottles or plates allowed in the pool or on the pool deck. Only water in a factory bottled plastic container is allowed in the pool area. NO ALCOHOLIC DRINKS ARE ALLOWED.
- k) NO COOLERS ARE ALLOWED IN THE POOL AREA.
- l) No radios may be played by the pool by any resident or guest of the property.
- m) Pool chairs must be kept in the pool area and may not be removed from the pool deck.
- n) No parties may be held in the pool or common areas without written approval from the Board of Directors.
- o) Owners must accompany their guests to the pool at all times. No more than 2 guests per unit are permitted during open pool hours.
- p) No running, pushing, ball playing, or Frisbees are allowed in the pool area at anytime. No bicycles, surfboards, skateboards. etc. are allowed in the pool area.
- q) No rafts or floating devices other than safety vests and safety equipment are allowed.
- r) Any employee of the Association designated by the Board has the right to ask for identification from any user at any time.
- s) The employee of the Association or any Officer or Director has the right to ask persons breaking these rules or conducting themselves improperly to leave the premises immediately.
- t) Smoking, Vaping and recreational drug use are prohibited at all times.
- u) After pool use, everyone must towel dry off before entering the lobby.
- v) Long hair must be tied with a hair tie or a bathing cap.
- w) Lobby door and the black emergency gate must stay closed and locked at all times.

**33. RECYCLING:**

All residents of Lake Beach Club should recycle their plastic containers, cans, and glass jars or bottles. \*NEWSPAPERS MUST BE PLACED IN THE GARBAGE BIN. RECYCLING CONTAINERS ARE LOCATED NEXT TO TRASH ROOM BY INDIAN CREEK DRIVE.

**34. ROOF:**

Unit Owners, their lessees, their families, and guests are not permitted on the roof for any purposes whatsoever

**35. SECURITY AND SAFETY:**

For security purposes, all doors leading from the building to the outside shall be closed at all times and shall not be blocked or otherwise left open. Fines will applied to any Violators.

No flammable, combustible, or explosive fluid, chemical substance shall be kept in any Unit or limited Common Elements assigned thereto or storage, except such as required for normal household use.

**36. SELLING/TRANSFERRING OR RENTING YOUR UNIT:**

Any sale, transfer, or rental of a unit must be approved by the Board of Directors in writing. All applicants must be interviewed prior to final approval, Occupancy prior to Board approval is prohibited and will result in legal action taken against the owner and legal fees to be paid by same. This also applies when a lease expires. A new application must be filed and submitted for review and approval. No processing fee is required if the lessees remain the same. Contact the employee of the Association or a Board member to pick up an application kit for occupancy.

Copy of the purchase or transfer agreement must be provided to the Association.

All applicants must provide a copy of a Driver's license or Passport and a Police Report from Miami Dade police Department dated no more than 30 days from date of Application. A NON-REFUNDABLE \$100.00 processing fee and a NON-REFUNDABLE \$50.00 administration fee payable to Lake Beach Condominium Association Inc., for each applicant other than husband and wife. **MONEY ORDERS ONLY.**

Moving of furniture in and out of the Unit is not permitted on Saturdays, Sundays, or Holidays. Hours for moving are from 9:00 a.m. to 3:00 p.m. with a 48 hour advance notice to the Board of Directors.

All applicants will be assessed a moving fee in the amount of \$ 100.00 NON REFUNDABLE.

A Common Area Deposit in the amount of \$500.00 is required from all renters. This will be refunded at the renter's written request 30 days after the end of the lease. ANY AMOUNT OWED TO THE ASSOCIATION WILL BE DEDUCTED.

All forgoing documents must be delivered to the Association office at least 21 days before closing date (Sale) or 21 days before the effective date of the lease.

IN NO EVENT SHALL ANY SUCH LEASE OR RENTAL, BE FOR A PER JOD SHORTER THAN THREE MONTHS.

**37. SIGNS:**

No signs, notices or advertisements shall be inscribed or exposed on or at any window; door or any part of the building, except such as shall have been approved in writing by the Association.

There shall be no "For Sale" or "For Rent/lease" signs exhibited or displayed from the exterior of the building.

**38. SOLICITATION:**

There shall be no solicitation by any person anywhere in the building or upon the Condominium Property for any cause, charity, or for any other purpose whatsoever, unless specifically authorized by the Board of Directors.

**39. STORAGE AREAS:**

Nothing shall be placed in the storage areas which would create a fire hazard.

**40. UNIT USAGES:**

The Residential Condominium Unit Shall be used solely for residential purposes consistent with applicable zoning laws. No trade, business, professions or other type of commercial activity may be conducted in or from any Residential Condominium Unit.

A Unit Owner shall not permit or suffer anything to be done or kept in their Condominium Unit which will increase the insurance rates on their Unit, the Common Elements or any portion of the Condominium or which will obstruct or interfere with the right of other unit owners of the association. with the right Other Unit Owners of the Association.

The Maximum number of people that are allowed to live in an apartment are limited to two (2) persons per bedroom.

#### **41. WATERBEDS:**

No waterbeds are to be brought into the Units for any purposes

#### **42. ENFORCEMENT:**

Every Unit owner and lessees shall comply with these Rules and Regulations, any and all Rules and regulations which from time to time may be adopted, and the provisions of the Declarations, By-Laws and Articles of Incorporation of the Association as amended from time to time. Failure of a Unit Owner or lessee to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages injunctive relief or any combination thereof, in addition to all remedies in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon a Unit owner for failure of a Unit Owner or lessee, or their family members, guests, invitee or employees to comply with any covenant, restriction, rule or regulation set forth therein or in the declaration, or in the Articles of Incorporation or By-Laws, provided the following procedures are adhered to :

- A. Notice: The Association shall notify the Unit owner or lessee of the infraction or infractions of the provisions of the Declaration, By-Laws, or rules which have allegedly been violated, included in the notice shall be the date and the time of the next Board of Directors' meeting at which time the Unit owner or lessee shall present reasons why penalties should not be imposed. The hearing shall not be held prior to fourteen ( 14 ) days from notice of said hearing. At such meeting, the unit owner or lessee shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association.
- B. Hearing: The noncompliance shall be presented to the Board of Directors after which the Board of directors shall hear reasons why penalties should not be imposed. Formal rules of evidence shall not apply. A written decision of the Board of Directors shall be submitted to the unit owner or lessee not later than twenty-one (21) days after the Board of Directors meeting.
- C. Penalties: The Board of Directors may impose a Fine against the applicable Unit owner or renter of up to \$ 100. 00 for each violation except that a daily fine may be levied for a continuing violation, not to exceed One Thousand Dollars (\$1,000.00) in the aggregate.
- D. Payment of Penalties: Fines shall be paid no later than thirty days (30) after notice of the imposition of the penalties.
- E. Application of Penalties: All monies received from fines shall be allocated as directed by the Board of Directors.

- F. Non-exclusive Remedy: These fines shall not be construed to be exclusive remedies and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending unit owner or lessee shall not be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Unit Owner.

The foregoing Rules and Regulations are designed to make living for all unit owners pleasant and comfortable. The restrictions imposed are for the mutual benefit of all. Violations of these Rules and Regulations are to be reported to the Board of Directors who will call the matter to the attention of the violating unit owner, lessee or guest for corrective action. Any disagreement over the violation will be reported to the appropriate committee for subsequent judgment by the Board of Directors.

**THE BOARD OF DIRECTORS  
LAKE BEACH CLUB CONDOMINIUM ASSOCIATION**