

LAKE BENTLEY SHORES CONDOMINIUM ASSOCIATION RULES AND REGULATIONS HANDBOOK

Welcome to Lake Bentley Shores!! Lake Bentley Shores is a Condominium Development comprised of individually owned Condominium units which is managed by Lake Bentley Shores, Inc., a condominium association, (the "Association") whose members are the owners of the units at Lake Bentley Shores. The Association employs a Manager (the "Manager") to facilitate the management operations. The Manager is available during office hours and will assist with questions regarding Lake Bentley Shores, the facilities, and the rules and regulations which are promulgated by the Association. Your support and cooperation as a resident are important in maintaining a pleasant atmosphere for all those who live at Lake Bentley Shores. Please take this opportunity to acquaint yourself with the expectations of living harmoniously at Lake Bentley Shores, as outlined in the following Rules and Regulations. It is important for you to remember that when individuals select living accommodations in a condominium development which has housing units in such close proximity, as the units at Lake Bentley Shores, a certain degree of freedom of choice (which might otherwise be enjoyed in a residential subdivision of separated single family homes), must be given up.

The Lake Bentley Shores Rules and Regulations (the "Rules") were developed in cooperation with unit owners in an effort to maintain an acceptable level of moderation and consideration for all those who choose to live within its boundaries. We hope that you will both enjoy and be proud to live at Lake Bentley Shores.

The following rules and regulations were amended and adopted by the Board of Directors of Lake Bentley Shores Condominium Association of July 11, 1996 and were reviewed by the Association Attorney. Compliance with and enforcement of these Rules is effective as of August 1, 1996. These rules are designed to update and replace those previously in effect.

RULES AND REGULATIONS TABLE OF CONTENTS

Section I		COMMON AREAS		3
Section IA		Property Use	• The second sec	3
Section IB		Vehicles		
Section IC		Laundry Room		5
Section ID		Recreational Facilities		5
Section IF		Condominium Units		6
Section II		LIMITED COMMON AREAS		7
Section III		PETS		7
Section IV		GUESTS, TENANTS, AND CHILDREN		8
Section V		SWIMMING POOL RULES		9
Section VI		CLUBHOUSE USE		10
Section VII		ASSESSMENTS		11
Section VIII		ENFORCEMENT OF RULES		11
GENERAL INFO	RMATION:			
Office Hou	trs	9:00 A.M. until 1:00 P.M. Monday through Thursday		
Office Pho	ne Number		941-687-0870	
Fire-Police-Ambulance Phone Number		hone Number	911	
Courtesy Officer Cullular Phone Number (10:00 P.M 4:00 A.M.)			941-660-0422	

I. COMMON AREAS SECTION IA: Property Use

- 1. Common entry foyers and water heater closets are not to be utilized for storage. Entrance ways and stairways shall not be obstructed or used for any purpose other than access to and from the units.
- 2. Bicycles, clothing, shoes, beach and sports equipment, toys, etc., shall not be left outside the units or in any Common Area. Any such items left outside the units will be picked up and placed in storage for a period of five (5) working days. Items not claimed at the office will be disposed of in the manner permitted by Florida law.
- 3. The exterior of the buildings, stairwells, and unit doors shall not be altered or decorated without approval by the Board of Directors of the Association (reasonable holiday decorations accepted). Window decorations are not to be visible from the outside of the building.
- 4. Trash should be placed in plastic bags and deposited in the dumpsters. Cardboard boxes must be broken down before being placed in the dumpsters. Do not place any large items in front of, or on top of the dumpsters. Call the City at 499-8773 to have large items picked up.
- 5. No football, baseball, or ball games of any kind are allowed in the courtyard area or on the driveways of Lake Bentley. (Refer to Rule #32 for ball play areas).
- 6. Residents of Lake Bentley Shores are encouraged to cooperate with the Association to preserve the common facilities and to promptly notify the manager in the event any damages, unsafe conditions or need for repair are discovered. Residents are reminded that they are liable for the cost and expense of any maintenance, repair or replacement which results from the act, neglect or carelessness of such resident or any guest, employee, agent or lessee of the resident.
- 7. No weapons of any kind including, but not limited to firearms, BB guns, knives, and fireworks, shall be displayed, discharged or permitted outside of any unit. No combustible, explosive or other dangerous materials, including, but not limited to, gasoline, ammunition, fireworks, firearms and guns shall be permitted to be stored, kept or maintained in any condominium. However, firearms may be maintained within an individual resident's unit as may be permitted by law. Gasoline may only be stored in proper containers in resident's vehicles.
- 8. No outside antennas of any type are allowed on any building or in any common area.

- 9. No person, other than the Association landscaper, may cut trees or shrubs located in the common areas, nor the natural filterweeds in and around the shores of the lake. Any resident wanting to add to the landscape around their unit must have the approval of Management.
- 10. No bikes, skateboards, roller skates, roller blades, etc. are allowed on the tennis court. The Association is not responsible for any accident that occurs upon the property of Lake Bentley Shores.
- 11. Residents are not permitted to use Lake Bentley Shores' facilities for any disorderly, unlawful or harmful purpose.
- 12. Solicitation from outside sales people is discouraged and signs are posted discouraging solicitation.
- 13. Alterations on common elements are prohibited. Inquiries for improvements to facilities can be directed to the Board of Directors.

Added 7-31-89: All Porch/Yard Sales must be pre-approved by the Board of Directors and scheduled through the business office.

SECTION IB: VEHICLES

- 14. There is one (1) assigned marked parking space per unit. All other vehicles are to be parked in an unassigned spot. Guest parking spaces are on a first-come, first-serve basis. Please inform your guests of this rule as violators will be towed at the owner's expense.
- 15. Boats, boat trailers, mobile homes, house trailers, travel trailers, camper vehicles, motor homes, vans, or commercial trucks in excess of one (1) ton are not permitted to be parked within the complex except in designated areas and only to the extent that there are spaces available and large enough to accommodate the particular vehicle. Spaces will be assigned on a first-come, first-serve basis by the Association. In the event there are fewer spaces than requests for spaces, a waiting list will be established. Any such vehicle which violates the above rules will be removed from the complex with all costs of removal and any storage charges paid by the owner.
- 16. The speed limit in the complex is 10 mph. Watch for children!
- 17. No automobile repairs are permitted in the parking area or anywhere in the

complex. Vehicles that are unlicensed, have expired tags, or are inoperative are not permitted within the complex. Any such vehicles may be removed by the Association at the expense of the owner. Vehicles are to be properly maintained in order to prevent flat tires, broken windows, or oil leaks on the parking surface and so that they do not create noise which disturbs other residents of Lake Bentley Shores.

SECTION IC: Laundry Room

- 18. Laundry room hours are from 8:00 A.M. to 10:00 P.M. No washers are to be started after 9:00 P.M. The building will be locked promptly at 10:00 P.M. and not reopened until 8:00 A.M.
- 19. Do not leave clothes unattended and please remove promptly from machines.
- 20. The laundry room is for the convenience of residents only.
- 21. There is to be no dying of articles in the washing machines.
- 22. No plastic or rubber objects are to be washed or dried in these machines.
- 23. No articles are to be washed or dried in these machines if contaminated with combustible materials such as tar, gasoline, paint or asphalt.

SECTION ID: Recreational Facilities Tennis Court:

- 24. Tennis court hours are from 9:00 A.M. to 10:00 P.M.
- 25. The tennis court is to be used for tennis only. No bicycles, skateboards, roller skates, roller blades, etc. are allowed on the court.
- 26. The lights on the tennis court are to be used for tennis only and are to be turned off when finished using.
- 27. No children under the age of five (5) are allowed on the court.
- 28. Use of the court is limited to one (1) hour if other players are waiting. Keys are available at the Business office (\$10.00 key deposit).

Volleyball court:

29. The volleyball court is for the convenience of residents and their invited

guests only.

Picnic Area in Courtyard:

30. Picnic tables and covered structures in the courtyard area are not to be used as a play area.

Play Areas:

- 31. The four (4) areas on the accompanying map have been designated as acceptable play areas for children. Play in these areas is limited to the hours between 10:00 A.M. and Sunset.
- 32. Areas #1 & #2 only will allow ball playing with the exception of baseball. There is to be **no baseball** on the property on Lake Bentley Shores.

Boat Ramp:

33. Lake Bentley has no public access and the boat ramp which is on the condominium property is for the exclusive use of the residents of Lake Bentley Shores. Each resident using the boat ramp is solely responsible for the safe use of the boat ramp and such resident's boat. Boat trailers are to be parked in the area designated for parking of boats and boat trailers. Residents are responsible for keeping the boat ramp, boat ramp area and boat storage area clean and clear of any debris. Boats must be returned to storage area when not in use. Residents boats and personal water crafts must be registered with Management in order to check out a key to the boat ramp. (\$10.00 key deposit)

Court Yard Grills:

34. Residents using courtyard grills are responsible for cleaning the grills after use.

Fishing Dock:

35. Residents who use the fishing dock are responsible for keeping the dock clean and removing all personal articles, debris and trash.

SECTION IF: Condominium Units:

36. Each resident shall maintain such resident's condominium unit in a good state of repair, maintenance and cleanliness, at all times, in accordance with the requirements of the Declaration of Condominium and these Rules.

- 37. Owners shall provide the office with duplicate keys for each unit so that the unit may be sprayed for insects and so that the unit may be entered in the event of an emergency, as defined in the condominium documents. Duplicate keys are kept in a locked box in the office.
- 38. Residents are required to keep noise levels at a minimum at ALL TIMES. Please adjust windows accordingly (Courtesy Officer and/or police are available to assist; see general information for phone number).
- 39. Residents and/or Realtors are not permitted to place any sign or other advertising material in, upon, or about any unit or any of the common elements or limited common elements, except for a metal sign no larger than 18 inches by 24 inches in the front window of the unit. All signs must be approved by the Manager. Metal "for rent" and "for sale" Lake Bentley Shores signs are available at the office.

II. LIMITED COMMON AREAS

- 40. The exterior of the buildings, windows, patios and decks shall not be altered or decorated without prior written approval by the Board of Directors of the Association; reasonable and normal holiday decorations excepted. Window drapes are to be lined with a light colored backing and mini blinds and vertical blinds are to be of a light color because drapes and blinds are visible from the exterior of the units. Foils and solar coverings are not permitted to be used as window treatments. Only drapes and blinds are to be used as window coverings.
- 41. Hanging or placing laundry upon the exterior of any building, lawn, patio, screen porch, or on the deck is prohibited. Only plants and movable patio furniture are permitted.
- 42. Screening of patios and/or improvements must be approved by the Board of Directors of the Association.
- 43. Although the areas lying outside the townhouse patio areas but within the fenced areas are not limited common elements, individual unit owners abutting such areas shall be responsible for weeding and lawn maintenance in those areas. This area is not to be utilized as a storage area.

III. PETS

44. Effective July 1996, the Board of Directors adopted a regulation which prohibits pets in any unit or on the condominium premises. Pets registered at

the Business Office prior to August 1, 1996 were not affected by this regulation. However, these pets are not to exceed twenty-five (25) pounds in body weight. Service animals are permitted for handicap residents. It shall be the residents burden to establish the weight of the pet to the Manager's satisfaction, and the Manager's determination of weight shall be final.

- 45. All pets are to be registered with the manager.
- 46. When pets (including cats) are exercised, or when outside the unit, they must be on a leash. Any pets that violate this rule will be picked up and removed from the complex.
- 47. Pets are not to be tied or chained to porches, decks, patios, doors, stakes, stairways, or common areas. Pets are prohibited in the pool and clubhouse area.
- 48. Pets must use pet walk areas as designated on the attached map. Pet owners must accept the responsibility for their pets, respect other residents and clean up after their pets. Pet owners must carry a pooper scooper (spoon, paper towel, etc.) so as to remove any and all droppings, including those in the pet walk areas. These droppings are to be deposited in a paper bag and placed in the dumpster.

IV. GUESTS, TENANTS AND CHILDREN

- 49. Guests are not permitted to use recreational facilities unless they are registered with the Manager.
- 50. Prior to occupancy, all residents must register with the Manager and obtain and sign for a copy of these Rules. Tenants must provide the Manager with a copy of their lease. The Owner of the unit is responsible for the distribution of these Rules to any Tenant prior to the signing of the Rental Agreement. The Owner of the unit is responsible for compliance by such Owner's tenant with these Rules and the failure to comply with these Rules by a tenant may result in eviction. As provided in the condominium documents, a tenant may be evicted by the Association as agent for the owner of the unit.
- 51. Owners are responsible for compliance by the owner's guests and tenants with these Rules and are responsible for the conduct and actions of the family members, guests and tenants of the owner.
- 52. All rentals must be for a term of no less than three (3) months.
- 53. It is the owner's responsibility to supply keys to such Owner's tenants and guests and no keys will be supplied to tenants and guests by the office.

of the key is properly identified on a list of Owners and registered tenants which the Manager will maintain in the office.

55. Parents are responsible for the conduct of their children at all times and are specifically responsible for the compliance of these Rules by their children. Children are to be supervised. Failure to comply with these Rules may result in a suspension of privileges to use facilities, or with respect to tenants, eviction (See Enforcement Section). Per security's request, parents are encouraged to enforce a 10:00 p.m. curfew for children.

V. SWIMMING POOL RULES

- 56. Pool and Pool Area Hours: Dawn-Dusk. NO NIGHT SWIMMING. Per instructions from the Florida Department of Health. ADULTS ONLY: Monday, Wednesday and Friday evenings. There are to be no children in the pool area during these evenings.
- 57. Residents and guests swim at their own risk. Lake Bentley Shores does not provide a lifeguard.
- 58. Guests: Two (2) guests per unit allowed. The pool and the fenced area around it are for the residents and their invited guests. All guests must be preregistered at the Business Office. (Guest visitors must be accompanied by the resident.) "House" guests (out-of-town visitors staying in the unit) may use the pool during the residents absence by making a written request to the manager.
- 60. Children under age twelve (12) will not be allowed in the pool or pool area without a parent or an adult who is age eighteen (18) or older.
- 61. Children under age eighteen (18) will not be allowed in the pool after 9:00 P.M. without a parent.
- 62. All bathers **must shower** before entering the pool. Do not swim with suntan oils or lotions on your body.
- 63. No alcoholic beverages or glass in any form is not allowed in the fenced pool area.
- 64. Do not swim if you are the only person in the fenced area.
- 65. Place trash and cigarette butts in containers provided.
- 66. No running, no pushing, no wrestling, no stunt diving, or undue disturbance in or around the pool area.

- 66. No running, no pushing, no wrestling, no stunt diving, or undue disturbance in or around the pool area.
- 67. Only radios with headphones are allowed in the fenced pool area.
- 68. No bikes, no skateboards or other toys allowed in the fenced pool area.
- 69. There will be no rafts, balls, floats or toys allowed in the pool. Those devices designed for babies are allowed.
- 70. Proper swim apparel only: No cut-offs, swimsuits only!!
- 71. There will be no fishing or swimming in the lake around the fenced pool area.
- 72. The Association will not be responsible for personal items left in the fenced pool area.
- 73. The Manager will determine if it is necessary to close the pool for weather conditions, mechanical problems or cleaning.
- 74. The Health Department rules prohibit anyone from swimming in the pool who has cuts, abrasions or a communicable disease.

THE POOL IS FOR YOUR CONVENIENCE, PLEASURE AND ENJOYMENT. PLEASE COOPERATE IN HELPING KEEP IT CLEAN, SAFE AND QUIET.

VI. CLUBHOUSE USE

- 75. The Social room and Bentley room are available for private parties on weekdays until 11:00 P.M. and/or weekends until 12:00 P.M. (unless approved by management). There is a \$100.00 security deposit required for the Meeting room, per evening and if, after the party, the room is restored to its original condition by noon the following day, the Association will refund up to \$85.00. The Bentley Room is available for smaller gatherings: a security deposit of \$50.00 is required, with \$40.00 return after proper restoration of the facility.
- 76. The meeting room and its furnishings are the responsibility of the person reserving it.
- 77. Activities and music shall not disturb the residents.
- 78. The pool and pool area may not be used in conjunction with parties in the

clubhouse, nor may the pool be reserved for private parties.

- 79. Please contact the office to reserve the social rooms.
- 80. Persons reserving the clubhouse must have their guests park only in unassigned parking spaces.

VII. ASSESSMENTS

81. Assessments are due on the first (1st) day of each month and will be delinquent if not received by the fifteenth (15th) day of the month. Delinquent fees will be charged interest at the highest rate permitted by law until paid. All checks should be payable to Lake Bentley Shores, Inc., should show the unit number on the check and should be delivered to the office drop box or mailed to:

Lake Bentley Shores, Business Office 1920 E. Edgewood Dr., Lakeland FL 33803.

VIII. ENFORCEMENT OF RULES

- 82. Complaints concerning violations of Rules should be directed to the Manager and a written complaint form completed.
- 83. Unless the violation is such that an opportunity to cure should not be permitted, such as criminal acts, acts which constitute an immediate jeopardy to the health, safety or general welfare of other residents or of any of the condominium property or facilities, the resident will receive a written notice of violation and an opportunity to cure the violation. If a similar violation occurs within a period of twelve (12) months of the first violation, or if the violation is not corrected within a period of seven (7) days after the written notice of the violation, or if the violation is such that an opportunity to cure should not be permitted, the Association, acting through its Board of Directors, may take any one or more of the following actions:

Assess damages against the unit owner for any costs of repair, maintenance or replacement to the condominium property or facilities as a result of the violation of the Rules, plus twenty percent (20%) of such costs as an administrative charge.

Restrict, suspend or revoke privileges of the unit owner and resident violating the Rules from using any of the recreation facilities which may have been the subject of the Rules violation, for such period of time and upon such terms and conditions as the Rules Violation Committee shall deem appropriate,

fair, just and reasonable.

Initiate such legal proceedings as are appropriate and as are permitted by the Declaration of Condominium and by Florida law, including, without limitation, a suit for damages, injunctive relief or foreclosure of lien for an assessment of damages or any combination thereof, and such other relief as the Association may deem appropriate.

84. The Manager shall be the Association official responsible for the enforcement of these Rules and Regulations, and any determination or interpretation of the meaning or affect of these rules, or any provision hereof, made by the Manager, shall be final, subject to being reviewed by the Board by appeal. No appeal shall operate to stay the Manager's determination or interpretation, unless said stay is specifically ordered by the Board after written application therefore. Any resident aggrieved by any action by the Manager or the Board of Directors as a result of the foregoing actions to enforce the Rules and to penalize any violation of the Rules, shall have the right to appeal to the Board of Directors of the Association. Any appeal shall be in writing and shall include a statement of the facts as well as the reason why the resident believes the Manager and/or the Board of Directors was not fair or reasonable in its determination and action. The board of Directors shall promptly, no later than ten (10) days, schedule a hearing and provide an opportunity for the aggrieved resident to appear, testify, have witnesses testify and produce such other evidence as the resident may desire. The decision of the Board of Directors as a result of such appeal shall be conclusive, final and binding on all parties with respect to the Rules violation which is the subject of such appeal.

