

**RULES  
&  
REGULATIONS**

LAWRENCE POINTE  
CONDOMINIUM ASSOCIATION, INC.

**2016**

## TABLE OF CONTENTS

|                                    |    |
|------------------------------------|----|
| INTRODUCTION .....                 | 3  |
| GENERAL .....                      | 3  |
| LEASING .....                      | 6  |
| SELLING .....                      | 7  |
| PARKING.....                       | 8  |
| STORAGE ROOMS.....                 | 9  |
| BALCONIES .....                    | 9  |
| PETS .....                         | 10 |
| SWIMMING POOL.....                 | 11 |
| CLUBHOUSE.....                     | 11 |
| GRILL.....                         | 12 |
| ELEVATORS .....                    | 13 |
| GROCERY CARTS.....                 | 13 |
| UNIT ALTERATIONS/RENOVATIONS.....  | 13 |
| NONCOMPLIANCE AND ENFORCEMENT..... | 14 |
| CONDUCT OF CHILDREN.....           | 15 |

**LAWRENCE POINTE CONDOMINIUM ASSOCIATION, INC.**

**2015**

**RULES & REGULATIONS**

**INTRODUCTION**

The following Rules and Regulations were approved by the Lawrence Pointe Condominium Association, Inc. Board of Directors in 2015.

All Rules and Regulations set forth may be amended or new Rules and Regulations adopted by the Board of Directors as necessary.

These Rules and Regulations supplement the Declaration of Condominium (“Declaration”) and should be read in conjunction with it, in particular the Use Restrictions found in Article 12 of the Declaration and the provisions governing transfers and leasing in Article 13 of the Declaration. These Rules and Regulations shall in no way amend or alter the Declaration, the Articles of Incorporation or the Bylaws of the Association. In the event of a dispute, the order of authority shall be the Declaration, the Articles of Incorporation, the Bylaws and these Rules and Regulations.

By acceptance of title to or possession of a unit, all owners and residents agree to abide by the Declaration, the Articles of Incorporation, the Bylaws and these Rules and Regulations.

A failure of the Association to enforce any Rules and Regulations contained herein shall in no event be deemed as a waiver of the right to do so thereafter.

Any questions concerning these Rules and Regulations should be directed to the Board of Directors.

**GENERAL**

- 1) Each of the units shall be occupied only as a non-commercial single family private dwelling by the owner and members of his or her family. No unit may be divided or subdivided into smaller units.
- 2) The common elements and limited common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the unit owners, their guests, invitees and lessees. No building or structures of any kind may be erected or constructed upon any of the land unless same shall comply with current zoning classification and all current zoning and building ordinances of the City of Sarasota.
- 3) No structure of a temporary character such as a trailer, boat, camper, mobile home, tent, garage or other building shall be used at any time as a residence either temporarily or permanently.

- 4) No Nuisances shall be allowed upon the Condominium property, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. No unit owner shall permit any use of his unit or common elements that will increase the cost of insurance upon the property.
- 5) Ownership of a unit by a corporation, partnership, trust or other entity shall be conditioned upon (a) the prior designation of the single family or individual that will use the unit as a single family residence, and (b) the prior approval by the Board of Directors of the designated single family or individual. The single family or individual designated as the user of the unit shall not be changed without prior approval of the Board of Directors, or more than twice a calendar year except in connection with the approved sale, transfer or lease of the unit. Use of a unit owned by a corporation, partnership, trust or other entity by others than the designated and approved single family or individual shall be subject to the same restrictions and limitations contained in the Declaration of Condominium and/or Rules and Regulations of the Association, that are applicable to other units.
- 6) All parts of the Condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. Plumbing and electrical shall be maintained in properly operating and safe condition.
- 7) No immoral, improper or offensive or unlawful use shall be made of the Condominium property and all valid laws, ordinances and regulations of governmental bodies having jurisdiction shall be observed.
- 8) No "For Sale" or "For Rent" signs or any other display or advertising shall be maintained on any part of the common elements, limited common elements or units.
- 9) All doors between units and interior hallways shall be kept closed at all times when not being used for ingress or egress. Screen or screen doors on entrances to units are prohibited unless specifically authorized by the Association.
- 10) All outdoor drying of clothes by line, rack or otherwise is prohibited.
- 11) No television or radio antenna or towers of any nature shall be erected on any part of the property or exterior of any building including balconies, etc. Excluded from these restrictions are a master antenna for each building, and a concealed 18" satellite antenna, if approved by the Board of Directors.
- 12) Guest use of a unit for periods in excess of four (4) days shall be limited to three (3) occasions per year; provided there shall be no limitation on such use while the host unit owner is concurrently occupying the unit. Any guest so limited hereunder and

occupying a unit for more than thirty (30) days must be approved by the Association in writing after application by the host unit owner.

- 13) Units above the first floor unit must have wall to wall carpeting or area rugs or other floor covering which cover at least 75% of all floor areas in order to provide sound proofing for unit owners below. Bathrooms, kitchens and terraces are excluded from this requirement. Ceramic tile, marble, granite and hardwood flooring shall have cork (minimum  $\frac{1}{4}$  inch thickness) or other sound proofing approved by the L.P.C.A. Engineer.
- 14) All drapery linings or other window coverings viewed from the exterior must be white.
- 15) The use of skateboards, roller skates and such is prohibited anywhere on Condominium property. Bicycle riders should limit their on-site riding to leaving or entering the property.
- 16) To reduce odors and unsanitary conditions, trash, garbage bags and loose popcorn-like packing materials must be placed in plastic bags and securely fastened prior to being placed in the trash chute. In order to prevent blockage of chute, bulky items and large boxes should be taken directly to the trash room. Boxes should be broken down before being placed in the trash or recycling containers. Recycling regulations of Sarasota should be observed and items placed in containers in accordance with printed instructions. The on-site manager may be called to help dispose of large items.
- 17) Fire Department regulations prohibit the use of stair areas or stair landings for the storage of carriages, carts, clothes carts or any other material. However, grocery carts and bicycles may be stored under the stairs on the ground floor so long as they are behind the line marked on the floor and do not block the stairs or the doors. Grocery carts have priority over bicycles.
- 18) Generally, no notices, posters or other such material may be posted in the elevators, halls or other non-designated locations other than notices placed by the Social Committee regarding Association sponsored events and notices posted by the on-site manager (e.g. water turn-offs). To request to have a notice posted contact the on-site manager.
- 19) Items such as paper towels, sanitary pads, diapers, and trash as well as hazardous materials should not be flushed or allowed in drains.
- 20) Fishing by owners, renters and guests is allowed, except in the immediate pool area.
- 21) Smoking is not permitted anywhere on the Condominium property outside of the units.

- 22) Owners and renters are not allowed on roof except when accompanied by on-site manager and with the Board's approval.
- 23) Decorative items in hallways must be acceptable to other owners on the floor and the Board of Directors.
- 24) Storm Shutters installed by owners must be of similar color and design, and approval of the Board is required. No visible electrical conduits are permitted.
- 25) If a unit will be unoccupied for three (3) or more nights, take the applicable actions listed on the Association's "Closing Checklist," sign where indicated and deliver to the on-site manager.

*A copy of the Closing Checklist as currently in effect is appended to these Rules and Regulations for information purposes. Additional copies are available from the on-site manager and on the Association's website.*

## LEASING

- 1) Any entity acquiring title to a unit shall be required to own the unit continuously for a period of two years after acquiring title thereto prior to leasing the unit to anyone. In addition to acquisitions by purchase, acquisitions of title by gift or by distribution out of an estate, trust, LLC, and the like, may trigger a new two year holding period. Any unit owner intending to lease his or her unit should review Article 12.6 of the Declaration, the sections pertaining to leasing in Article 13 of the Declaration and these Rules and Regulations with an attorney to determine eligibility to rent.
- 2) All leases must be for a minimum of three (3) months with one such lease permitted each year. (A "year" shall mean the period from July 1 through June 30.)
- 3) No unit owner may lease a unit without approval of the Association. A unit owner intending to lease his or her unit must give the Association notice of such intention on an Application for Approval of Sale/Lease, together with a \$75.00 administrative fee and a copy of the proposed lease signed by the proposed lessee. An Application must be filed for both new tenants and repeat tenants but the \$75 fee is not required for repeat tenants.

*A copy of the Application for Sale/Lease as currently in effect is appended to these Rules and Regulations for information purposes. Additional copies are available from the on-site manager and on the Association's website.*

- 4) Occupancy is not allowed until the application is approved by two Board members. Approval is evidenced by a certificate in non-recordable form signed by an officer of the Association.

- 5) Entire units may be rented provided the occupancy is only by the lessee, his or her family and guests. No rooms may be rented and no transient tenants shall be accommodated in any unit.
- 6) Lessees are not permitted to have guests occupy their unit during their absence.
- 7) All of the provisions of the Declaration, Articles of Incorporation, the Bylaws and the Rules and Regulations pertaining to use and occupancy are applicable and enforceable against a tenant to the same extent as against an owner. Owners are responsible and obligated to assure that their lessees and guests abide by the Declaration, Articles of Incorporation, Bylaws and the Rules and Regulations of the Association, including without limitation 3) under PETS in these Rules and Regulations and 3) under PARKING in these Rules and Regulations.
- 8) Owners must provide a copy of the Declaration, Articles of Incorporation, Bylaws and the Rules and Regulations to the lessee. Along with the Application form, owners must file the lessee's written acknowledgement that he or she has read and understands and will comply with same.
- 9) The Association reserves all rights available to it under Article 12.6 of the Declaration to terminate any lease contract.
- 10) The approval of a lease application does not constitute approval of the lessee as a subsequent purchaser and if a lessee desires subsequently to purchase a unit, another application must be filed.
- 11) The lease may not be assigned by the lessee(s).

## SELLING

- 1) Any unit owner intending to sell his or her unit should review the sections pertaining to sales in Article 13 of the Declaration and these Rules and Regulations with an attorney.
- 2) When listing a unit for sale, the unit owner must register the listing with the on-site manager and include the name and contact information of any realtor whose services are being utilized.
- 3) Any lock boxes are to be placed on the west side of the buildings.
- 4) Open houses are restricted to Sundays from 1:00 pm to 4:00 pm with the exception of Realtors' Open Houses designated to introduce realtors to the listing. All proposed open houses should be coordinated with the on-site manager.
- 5) Signs for an open house are permitted outside the gate.

- 6) The on-site manager will assign a temporary gate code to the realtor only. Prospective buyers should not have access to the property without the company of the realtor or unit owner.
- 7) The unit owner is responsible to give the realtor access to the unit.
- 8) No unit owner may sell a unit without approval of the Association.
- 9) A unit owner intending to sell his or her unit must give the Association notice of such intention on an Application for Approval of Sale/Lease, together with a \$75.00 administrative fee. At the unit owner's option, the notice may include a demand that the Association furnish a purchaser of the unit if the proposed purchaser is not approved, in which case the notice must be accompanied by a copy of the proposed contract of sale signed by the proposed purchaser.

*A copy of the Application for Sale/Lease as currently in effect is appended to these Rules and Regulations for information purposes. Additional copies are available from the on-site manager and on the Association's website.*

- 10) The Association must either approve or disapprove the proposed sale within 30 days. If approved, the approval shall be stated in a certificate executed by an officer of the Association in recordable form.

## PARKING

- 1) No truck or other commercial vehicle, boats, house trailers, boat trailers, mobile homes, campers and trailer of every other description shall be parked in any parking space except with the written consent of the Board of Directors. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and other commercial services as may be necessary to effectuate deliveries to the Condominium, the Association, or Unit Owners and residents.
- 2) Each unit shall have one assigned parking space. Unit 401 in all buildings and Unit 501 in buildings 97 and 99 are assigned two parking spaces. The right to use of said designated parking space shall pass as an appurtenance to the unit when sold.
- 3) Unassigned parking spaces are common elements to be shared on a first come, first served basis by unit owners, lessees, guests and service personnel. A Unit owner or lessee who has more vehicles than assigned parking spaces may park one additional vehicle in any unassigned space on a first come, first served basis. No more than one overnight guest car per unit is permitted at a time. Exceptions may be made upon request of the Board of Directors. Availability and location of unassigned parking is not guaranteed.



- 4) No vehicle repair or maintenance shall be permitted on premises except in the event of any emergency. Washing or polishing of vehicles is permitted in designated areas.
- 5) All vehicles parked on the premises must have a current registration and be in operational condition. The storage of disabled vehicles is not permitted.
- 6) Motorcycles, mopeds, dune buggies and personal water craft, etc. are not permitted on the property.
- 7) Parking is only permitted in designated spaces not along the side of buildings or blocking other spaces.

#### STORAGE ROOMS

- 1) Storage lockers are assigned to owner/resident. For the protection of personal property all storage lockers must be kept locked, and no flammable liquids are permitted.
- 2) Personal property of owners/residents may be stored in their assigned storage locker, but not in the hallways, stairwells, or other such common elements. The Association assumes no responsibility for loss or theft.

#### BALCONIES

- 1) Balconies are to be used only as intended and not for drying articles such as swimwear, towels, carpeting, etc. or for shaking out mats, duster mops, food storage, etc.
- 2) Nothing that could possibly cause a hazard or annoyance may be hung on or from the balcony. Glass table tops and other objects have been known to blow off the balconies in high winds, so they must be secured or removed under these conditions to prevent injury.
- 3) Nothing shall be swept or thrown from a balcony or placed so it may fall from a balcony.
- 4) Watering of plants and mopping of balconies shall be done so as not to intrude upon lower units. Hosing of balconies is prohibited.
- 5) The uses of grills or barbecues or similar cooking devices are prohibited on balconies. A common barbeque grill is located behind the recreation building.
- 6) The use of radios or other sound producing devices is not permitted on open balconies unless used with personal headphones.

- 7) Carpet may not be placed on any exterior concrete slab without the presence of a waterproofing membrane.
- 8) New tile on an exterior slab must be installed with epoxy grout over a waterproofing membrane.
- 9) The owner is required to ensure there is proper drainage from the balcony when installation is completed.

## PETS

- 1) No pets shall be maintained or kept in any of the units other than cats, dogs not exceeding twenty-five pounds when fully grown, goldfish, tropical fish and the like, and such birds as canaries, parakeets and the like. No naturally wild animals are permitted, including hamsters, mice, reptiles, ferrets, rabbits, gerbils and the like. Pets cannot be bred or maintained for commercial use.
- 2) All pets must be registered with the on-site manager within ten (10) days of moving into a unit. This includes a picture of the pet and proof of required inoculations, which the owner must keep current.
- 3) Owners may have one (1) registered pet per unit. No one other than an owner, including renters or guests, may have a pet on the property at ANY time.
- 4) When anywhere on the Condominium property outside their owner's unit, pets must be on a leash or carried and must be under the control of a responsible person. Pets may not be leashed to any stationary object or left unattended in any vehicle.
- 5) Pets are not to be walked on the Condominium property inside the gates except to leave or enter the property or for safety reasons, which include darkness and tropical storms. Pets are not permitted in the clubhouse, pool area or pool at any time.
- 6) All pet excrement must be picked up and disposed of properly in the receptacle provided by the Association. The building's trash receptacles are NOT to be used for pet waste disposal. If an accident happens inside a building, it is the responsibility of the owner to clean up the area immediately and to advise the on-site manager so the area can be sanitized if necessary.
- 7) Pet owners are responsible for any damages caused by their pet.
- 8) No pet shall be permitted to bark, meow or make other loud noises for such an extended time as disturbs a neighbor's rest or peaceful enjoyment of their unit or the common elements. If the Board of Directors of the Association determines any pet is a nuisance and is adversely affecting the residents of the Condominium, the owner of said pet shall upon thirty (30) days notice permanently remove said pet from the premises.

## SWIMMING POOL

- 1) The pool and pool area (except as provided in paragraph 1 under Clubhouse) cannot be reserved exclusively for private functions.
- 2) Pool hours are from dawn to dusk. Observe all signs posted in the pool area. A lifeguard is not provided and all persons use the pool at their own risk.
- 3) Children under 12 must be accompanied by an adult at all times.
- 4) Bathers must be properly attired with a cover up and footwear when going to and from the pool and are not to drip water in lobbies or elevators.
- 5) Proper swimwear must be worn in the pool. Diapers are not permitted in the pool for health reasons; provided that swim diapers are permitted.
- 6) Glass bottles, glasses and other breakables are not permitted in the pool area. Beverages must be in non-breakable containers. No food is permitted within 4 ft. of the water.
- 7) Toys, bicycles and similar equipment are not permitted in the pool area; provided that small water toys and noodles may be used in the pool. No large inflatables are allowed. Please be considerate of others when in the pool.
- 8) Any audible devices, such as radios, iPods, etc. may only be used with earphones. Cellphone conversations should be kept to a minimum.
- 9) Diving or jumping in the pool is not permitted.
- 10) Pool gates must always be closed and secured.
- 11) When leaving the pool area, umbrellas must be down and tied, seat backs must be lowered and all trash must be removed.

## CLUBHOUSE

- 1) The "clubhouse" is defined as the ground floor of 150 Sunset Drive. A clubhouse reservation may include the portion of the pool area from the southeast gate to the door of the clubhouse, including the area under the canopy extending out to the deep end of the pool and the grassy area behind the clubhouse.
- 2) The clubhouse is open daily between the hours of 7:00 am and 10:00 pm. Doors must be closed and lights turned off by 10:30 pm.
- 3) The clubhouse may be reserved for private functions by registering on the sign up sheet on the bulletin board in the clubhouse kitchen. The sign up sheet will include a

"hold harmless" agreement. Association sponsored events, such as Board meetings and parties, have priority in scheduling. Without permission of the Board of Directors, the clubhouse may not be reserved for private functions more than three months in advance, there may not be more than two reservations per owner per month and no owner may have more than two pending reservations at any time.

- 4) Reservations are for the day of the function, starting at 9:00 am, or earlier if approved by the Board.
- 5) The Clubhouse and any part of the pool area affected must be cleaned up and back in order by 9:00 am the next morning. Owners who have not cleaned up by 9:00 am the morning following their event will be charged a cleaning fee. Cleanup entails wiping down all counters, sweeping and vacuuming, cleaning all dishes, removing anything not belonging to the Association, taking out the garbage and putting everything back as it was found.
- 6) Serving utensils and serving pieces owned by the Association may be used as long as they are washed and put back where they were found. Paper plates, cups and glasses, napkins, utensils, food and drink and other consumables purchased by the Association cannot be used for private functions.
- 7) Private functions are limited to no more than 30 invited guests. Guests may not be in the clubhouse without the owner's presence.
- 8) Reservation of the clubhouse does not include exclusive use of the pool, bathrooms, or grill.
- 9) Music is permitted at social events until 9:30 pm at a low volume.
- 10) As we live in a community, we must be respectful of the rights of other owners. Owners are responsible for their guests' activity and failure to comply with these rules or complaints from neighbors regarding noise, raucous behavior and the like may result in loss of clubhouse privileges.

#### GRILL

- 1) Grill use is on a first come first served basis.
- 2) After using the grill, turn off the gas, clean the grill and replace the cover when cool.
- 3) Clean grill utensils and return them to the grill area promptly.
- 4) Please notify on-site manager when the propane tank needs to be refilled.

## ELEVATORS

- 1) Elevators are not to be propped open or blocked at any time.
- 2) If necessary, such as when moving construction material or household belongings, the on-site manager can temporarily lock the elevator. In this event, a written notice must be posted at each elevator door listing a cell number which a resident may call to request the elevator.
- 3) During construction or moving, elevator walls must be covered with the provided padding. Also, the unit owner using the elevator for construction or moving must protect the elevator floor and will be held responsible for any damage to the floor caused by such activity.
- 4) Individual owners will be held financially responsible for any damage that they, or their guests, contractors or other invitees, do to the elevators.
- 5) See the General Rules regarding posting of notices.

## GROCERY CARTS

- 1) Grocery carts are provided for the convenience of residents and guests. They are not for use by contractors or service people.
- 2) Grocery carts are to be returned to the ground floor stairwell storage area immediately after use. They are not to be left in elevators or hallways.

## UNIT ALTERATIONS/RENOVATIONS

- 1) Each Unit Owner is responsible for, and shall obtain, all necessary permits for work performed in his or her unit. Permits are normally required for alterations/renovations other than painting, carpeting or tile installation. Demolitions with plumbing or electrical impact also require a permit.
- 2) Permits must be obtained before work can commence. Lawrence Pointe Condominium is located in the City of Sarasota; therefore the permit must be obtained from the City Building Department, located at 1565 1st Street, on the second floor of the City Hall Annex. Telephone (941) 954-4156.
- 3) Lawrence Pointe is in a flood zone, therefore the City of Sarasota flood damage prevention regulations apply, and the FEMA portion of the check-list must be completed.
  - a. The form you must submit to get a permit is **THE BUILDING & ZONING DEPARTMENT CHECKLIST FOR COMMERCIAL BUILDINGS, ALTERATIONS/RENOVATIONS.**

- b. Your permit application must be submitted in four copies, accompanied by a Site Plan or Survey.
- 4) Provide a copy of the approved permit and plan to the Lawrence Pointe on-site manager prior to starting the work, along with the name, address, phone # and license # of the primary contractor and copies of his liability and Workers Comp. Insurance, or Workers Comp. exemption certificate.
- 5) Any work with the potential to affect the fire alarm system or to affect common areas in any way, including the building exterior (e.g., window or sliding door replacement), must have prior written approval of the Board of Directors.
- 6) The Board of Directors reserves the right to refuse to allow any contractor to perform work in the Condominium if a contractor has previously caused unreasonable disturbances in the Condominium.
- 7) In order to minimize disturbances to residents, any alteration or maintenance work within units is permitted 8:00 am to 5:00 pm Monday through Friday. Under unusual conditions the Board of Directors may approve work outside of the listed hours or Saturday. Under no circumstances is work permitted on Sundays or Holidays. Emergency work such as plumbing or air conditioning services is not subject to these restrictions. All workers must be insured.
- 8) GUIDELINES for contractors and persons performing services at Lawrence Pointe are available from our on-site manager. The owner is responsible to ensure that his service personnel comply with the GUIDELINES, the Declaration of Condominium and these Rules and Regulations.
- 9) A security deposit for Repair-Clean-up costs in the amount established by the Board of Directors will be required.
- 10) Please contact the on-site manager with your questions.

*A copy of the Guidelines for Unit Alterations/Renovations as currently in effect is appended to these Rules and Regulations for information purposes. Additional copies are available from the on-site manager and on the Association's website.*

## NONCOMPLIANCE AND ENFORCEMENT

As a small community, it is preferable to try to address issues and complaints arising out of noncompliance with the Declaration, By-Laws or these Rules and Regulations in as friendly a way as possible, taking into consideration fairness, community safety and comfort, and possible future issues. To this end:

- 1) When a resident has an issue involving another resident, the first step is to speak or write to the involved party to try to resolve the issue.

- 2) If the resident is uncomfortable discussing the issue or direct communication does not resolve the issue, then it should be brought to the attention of the on-site manager.
- 3) If the on-site manager cannot resolve it, he/she will bring it to the attention of a member of the Board of Directors who will then ask the Association's property management company to notify the offending party in writing of the complaint and request compliance.
- 4) In the event of continued noncompliance with the Declaration, By-Laws or these Rules and Regulations, the Association reserves all rights available to it under Section 718.303 of the Florida Statutes.

*A copy of Section 718.303 of the Florida Statutes as in effect on the date hereof is appended to these Rules and Regulations for information purposes.*

#### REGULATIONS GOVERNING THE CONDUCT OF CHILDREN WHILE RESIDENTS OF LAWRENCE POINTE

- 1) It is the responsibility of owners/residents who have children living with them or visiting them to assure that said children adhere to all applicable Rules and Regulations of the Association. It is the responsibility of these owners/residents to assure that babysitters or other domestic help are aware of and adhere to the Rules and Regulations.
- 2) Children are not permitted to run in hallways or play in elevators.
- 3) Play areas for children are not provided on the property. Roadways, grass areas, etc. are not play areas and are not to be utilized for this purpose. Wheeled play vehicles are not permitted.
- 4) The property contains areas of potential danger to children such as the pool, seawall, driveways and parking areas. Parents and guardians (whether temporary or permanent) are responsible for the safety of their children.
- 5) Children under the age of twelve are not at any time to be left alone in a unit.