

Lakeside Preserve Homeowners' Association, Inc.

Book of Standards For Community Living

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Revised 2008 and 2013

Book of Standards for Community Living at Lakeside Preserve
Homeowners' Association, Inc.

CONTENTS

- Community Governance Overview 6
 - I. Introduction: 6
 - II. Mission of the Lakeside Preserve Homeowners' Association..... 6
 - III. The Governing Documents..... 6
 - IV. The Board of Directors 7
 - V. The Committees..... 8
 - VI. Meetings 8
 - VII. Budget and Finances 9
 - VIII. Managing the Association 10
 - IX. Records Request..... 10
 - X. Rights and Responsibilities for Better Communities..... 11
- Architectural Guidelines, Standards & Criteria..... 13
 - I. INTRODUCTION 13
 - II. ARCHITECTURAL MODIFICATION REQUEST 14
 - A. General..... 14
 - B. Supporting Documents and Materials 14
 - III. THE REVIEW PROCESS..... 15
 - A. Initial Review 15
 - B. Submission of Plans to the Building Department..... 16
 - C. Construction Commencement 17
 - D. Final Inspection 17
 - IV. Express Approval 18
 - V. Reconstruction 18
 - VI. Administrative Fees and Compensation..... 19
 - VII. Appeals Process..... 19
 - VIII. Sale of Property 19
 - IX. Site Improvement Standards 19
 - A. Additions..... 19
 - B. Air Conditioners..... 20
 - C. Antennae & Satellites 20

D. Barbecues/Smokers/Grills/Fire pits.....	21
E. Canopies.....	21
F. Clotheslines.....	22
G. Decks and Patios.....	22
H. Dog Houses/Kennels/Dog Runs/Invisible Fences	23
I. Drainage Swales	23
J. Driveway and Sidewalk Extensions	23
K. Elevation of Lots.....	24
L. Encroachment and Plantings on Common Grounds	24
M. Exterior Painting	24
N. Fences.....	26
O. Firewood	28
P. Flags.....	28
Q. Front Entryway/Storm Doors	29
R. Front Roof Changes.....	30
S. Garage.....	30
T. Garbage /Screening of Containers /HVAC & Other Equipment.....	30
U. Garden Hoses	31
V. Gas Tanks (Propane and/or Natural).....	31
W. Gutter.....	31
X. Holiday Decorations.....	31
Y. House Numbers.....	31
Z. Lake Slope Maintenance and Erosion Standards.....	32
AA. Landscaping/Borders/Trellises/Arbors/Water Features	32
BB. Lawn Furnishings/Decorative Accessories/Statutes/Feeders	34
CC. Lighting	35
DD. Lightning Rods and Brushes.....	36
EE. Mailbox	36
FF. Outbuildings	37
GG. Patios and Screen Enclosures (Screen doors, vinyl windows).....	37
HH. Play Equipment and Accessory Structures.....	38
II. Signs.....	39
JJ. Skylights and Solar Collectors.....	40
KK. Storm/Hurricane Shutters	41
LL. Swimming Pools/Spas/ Jacuzzis.....	41

MM. Water Softeners.....	42
NN. Windows, Awnings and Shutters.....	42
POLICIES, RULES AND REGULATIONS.....	44
I. ASSESSMENT COLLECTION POLICY.....	44
Due Dates.....	44
Invoices.....	44
Late Charges Imposed on Delinquent Assessments or Installments.....	44
Interest Imposed on Delinquent Assessments or Installments.....	44
Collection Costs.....	45
Return Check Charges.....	45
Attorney Fees on Delinquent Accounts.....	45
Application of Payments Made to the Association.....	45
Member in Good Standing Status.....	46
Acceleration of Assessments.....	46
Collection Letters.....	46
Liens.....	46
Referral of Delinquent Accounts to Attorneys.....	46
Referral of Delinquent Accounts to Collection Agencies.....	46
Waiver.....	47
Notification to Owners.....	47
Ongoing Evaluation.....	47
II. ARCHITECTURAL CONTROL COMMITTEE APPLICATION FEE.....	47
III. COVENANT’S ENFORCEMENT POLICY.....	48
Definitions.....	48
Process.....	48
COVENANT VIOLATION FINING SCHEDULE.....	51
IV. E-MAIL USAGE.....	52
V. EXTERIOR MAINTENANCE OF STRUCTURES AND GROUNDS.....	52
VI. LAWN MAINTENANCE STANDARDS.....	54
VII. MASTER IRRIGATION SYSTEM GUIDELINES.....	55
VIII. MEMBER CODE OF CONDUCT – GENERAL.....	58
IX. MEMBER CODE OF CONDUCT – MEETINGS.....	59
X. MEMBERS IN GOOD STANDING.....	60
XI. PETS.....	61
XII. POLICY ADOPTION PROCEDURE.....	61

XIII. PORTABLE STORAGE/MOVING CONTAINERS	63
XIV. UNIMPROVED LOT MAINTENANCE STANDARDS	64
XV. VEHICLES, PARKING AND MAINTENANCE STANDARDS	64
A. Commercial Vehicles.....	64
B. Parking and Street Usage	65
C. Maintenance	66
D. Violations and Towing	66
XVI. VOLUNTEER STANDARD OF CONDUCT AND RESPONSIBILITIES	67
A. Conflicts of Interest.....	67
B. Disclosure of Interest	68
C. Fair and Equal Treatment.....	68
D. Conduct.....	68
E. Attendance.....	69
F. Indemnification	69
G. Sanctions for Violations	69
H. Acceptance of Standard of Conduct and Responsibilities.....	69
INSPECTION & COPYING OF ASSOCIATION RECORDS.....	70
1. RECORDS DEFINED.....	70
2. PERSONS ENTITLED TO INSPECT OR COPY	70
3. WRITTEN REQUEST REQUIRED	71
4. INSPECTION RULES	71
5. COPYING RULES	71
6. MANNER OF INSPECTION OR COPYING.....	72
7. ENFORCEMENT OF INSPECTION & COPYING RULES	72
REQUEST FOR ACCESS TO ASSOCIATION BOOKS & RECORDS	74
LEASING YOUR LAKESIDE PRESERVE PROPERTY	75

Lakeside Preserve Homeowners' Association Book of Standards for Community Living

COMMUNITY GOVERNANCE OVERVIEW

I. Introduction:

The community of Lakeside Preserve is a Planned Unit Development that will be comprised of 171 single family detached homes. The developer of the community is K. Hovnanian Windward Homes, LLC (Windward). As developer, Windward has envisioned a community with playgrounds and nature preserves where people can live and play harmoniously.

In order to preserve, protect and enhance the property values of those who purchase homes within the community of Lakeside Preserve, the Lakeside Preserve Homeowners' Association (Association) was created. All owners of property within the Lakeside Preserve community are members of the Association. This membership includes certain mandatory obligations, financial responsibilities and a commitment to abide by the use restrictions and rules of the Association.

The purpose of this Book of Standards is to provide an explanation of the Association's governing documents and to give the members of the Association an overview of how the Association functions in an easily understood format. We will discuss the rights and obligations of members and leaders of the Association and present a compilation of the Association's adopted architectural guidelines, polices, rules and regulations.

II. Mission of the Lakeside Preserve Homeowners' Association

- To maintain, protect and enhance the value of the homes and common property within Lakeside Preserve.
- To foster a sense of community among the members.
- To pursue excellence in all that the Association does.
- To build a community that is based upon principles and values.
- To record and manage this vision through a system of governance that respects this perspective.

III. The Governing Documents

Anyone who purchases a home in Lakeside Preserve should receive a copy of the of The Declaration of Covenants, Conditions and Restrictions (herein referred to as "Declaration" or "CCR's"), The Articles of Incorporation ("Articles"), The By-laws ("By-laws") and any amendments that may have been made to each of these documents. These documents will be located at the back of your blue warranty book. All of these documents have been recorded in the public records of Manatee County. If you did not receive these documents, contact **Windward** and request that they provide them to you. Copies may be obtained from the community management company; however, you will

be charged a copy fee for the document package. Documents may also be viewed and/or downloaded from the Management Company web site (www.realmanage.com) or obtained from the Manatee County Clerk of Court.

Following is an overview of the governing documents specific to the Lakeside Preserve Homeowners' Association:

Chapter 720 Florida Statutes Homeowners' Associations	Chapter 720 of the Florida Statutes regulates Homeowners' Associations like Lakeside Preserve and takes precedence over the Lakeside Preserve documents listed below. Anytime that there is a discrepancy between this statute and the Lakeside Preserve documents, the statute will prevail.
Declaration of Restrictions and Covenants (CCR's)	The CCR's are recorded in the public records of Manatee County. They create obligations which are binding upon the Association and all present and future owners of property within Lakeside Preserve. The CCR's contain the plan of development, the method of operation and the rights and responsibilities of the association and the owners of property within the association.
Articles of Incorporation	Filed with the Florida Secretary of State and as an exhibit to the CCR's, the Articles establish the Association as a not-for-profit corporation under Florida law.
By-laws	Details how the Association's internal affairs will be conducted. Included in this document are the requirements for noticing and conducting meetings, voting rights of members, elections procedures, and job descriptions for officers and committees. This is recorded as an exhibit to the CCR's.
Amendments or Supplements	These are recorded at some point after the CCR's are recorded and may add land or impose additional obligations or restrictions on the property. Amendments may be made to the CCR's, Articles and By-laws by the Developer until such time as the Association is transitioned to homeowner control or they may be amended by a vote of the membership as outlined in the CCR's, Articles and Bylaws.

Violation Description	1st Violation	2nd Violation	3rd and repeated Violation
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IV. The Board of Directors

The governing authority for the Association is the Board of Directors ("Board"). Currently, there are three members of the Board and all are appointed by the Developer. At the time that 90% of the total number of homes that can be built within Lakeside Preserve have been conveyed to someone other than a builder, the control of the Association will be transitioned to the owners of homes within Lakeside Preserve. When the transition occurs, all board positions will be held by members of the Association.

The Board of Directors is responsible for the administration of the Association. They have the authority to make and amend rules, adopt policy, adopt budgets, assess and collect assessments, hire and fire personnel, appoint committees, purchase insurance and enter into contracts on behalf of the Association. The Board is also responsible for

enforcing the CCR's and all rules and policies of the Association. **Board members must act within the scope of their authority and perform their duties with care and diligence when acting for the community.** The Board may delegate some duties to the community manager, an employee or to a committee but ultimately the Board is responsible for all decision making.

V. The Committees

The Board of Directors has the authority to create committees as it deems appropriate and to assign each committee with a specific task. Committees work in an advisory capacity to the Board and do not have the authority to commit the Board to an expense or required action. Committee members are appointed by and serve at the pleasure of the Board. Committee members may be removed from their duties for failure to perform within the scope of the committee's boundaries. Committees that may be created by your Board and their duties are described in the table below.

Architectural Control Committee	This committee is responsible for reviewing all Architectural Modification Requests made by residents for improvements to the exterior of the home or lot. The committee will also review Architectural Guidelines and recommend changes and/or additions to the Board for adoption.
Covenants Enforcement Committee	This is the hearing tribunal for the Association and has the authority to fine members for non-compliance with the CCRs and rules of the Association. They also advise the Board on needed clarifications to textisting rulers or restrictions and may recommend additional rules or document amendments for consideration by the Board.
Community Spirit Committee	The purpose of this committee will be to foster a sense of community within Lakeside Preserve. This may be accomplished through communications (newsletter and website) and community wide events such as holiday parties, community garage sales, Community Beautification Day, block parties and contests. The committee may also review safety issues within the community and make recommendations to the Board.

VI. Meetings

The Annual Membership meeting is held in the last quarter of each year. A quorum of 10% of all owners is required in order to conduct business. It's important that all owners complete and mail in their proxy to the management company in order to be counted toward the quorum requirement. A proxy is a written instrument that allows you to be counted in attendance for the meeting and appoints another person to cast your vote on any voting matter presented to the membership. Any owner who sends in

a proxy and then attends the meeting can request his proxy be returned thereby casting his own votes on all business matters. At a General Membership meeting, members can make motions and cast votes on all business matters listed on the agenda.

Board of Directors meetings will be conducted quarterly or as necessitated once transition occurs. A majority of the Board members must be present to constitute a quorum and to conduct business. Notice of all Board meetings must be given to members 48 hours in advance of the meeting. Any meeting at which the Board will adopt the budget or new rules requires a two week notification. All Board meetings are open to the general membership to attend; however, motions and votes are made by the Board members only. Members may speak to any agenda item during an open discussion period at the beginning of the meeting. If a member has a business item that they would like to have addressed by the Board, they may contact the management company one week prior to the meeting to request that the item be placed on the agenda. Back up information about the requested agenda item should be made available to the Board members prior to the meeting and the member requesting the agenda item should be prepared to address the Board at the meeting.

Committee meetings are normally held monthly. Members are encouraged to volunteer to serve on committees and are welcome to attend meetings.

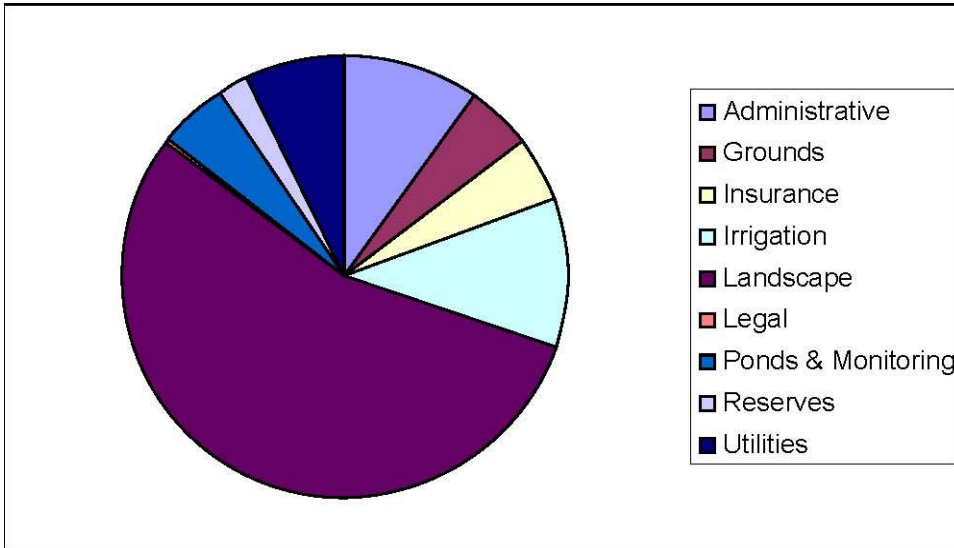
VII. Budget and Finances

The Board of Directors is responsible for creating and adopting the annual budget for the Association.

The Community Management Company oversees the accounting needs for the Association and prepares a Financial Report each month. Members may request a copy of the Financial Report from the management company. An Annual Review of the Financial Statements of the Association is prepared by an accounting firm at the end of each year.

The Board is tasked with levying an assessment on each owner based upon that owner's fair share of the anticipated budgetary needs for the coming year. The budget is divided into the expense categories of administrative, grounds maintenance, insurance, irrigation maintenance, landscape maintenance, legal, pond maintenance, utilities, and reserves. Administrative expenses include the cost of management, accounting services, office expenses (i.e. printing of newsletters, postage, costs associated with leasing a space to conduct the Annual Membership Meeting). Insurance policies in place for the Association include Property and Casualty, General Liability, Worker's Compensation, and Officers and Directors. The Grounds Maintenance category includes such items as park and playground maintenance, annuals, mulch, and costs associated with maintaining the common area walls, fences and signs. Landscape maintenance is the cost of mowing, fertilizing and maintaining the common grounds landscaping. Pond maintenance and monitoring category includes the water quality of the ponds and filing an annual report to Manatee County on invasive plant species. Utilities include streetlights and electricity. The Association has established reserve accounts for maintenance of the Central Irrigation system, playground and basketball court, gazebo and other capital improvements. The reserve account funds are held in a separate bank

account from the general funds that are used to operate the Association's routine business. The purpose of the reserve account is to offset the high costs associated with long term maintenance or replacement of amenities owned by the Association. The chart below is based upon Exhibit "G" of the Declaration and is exemplary of how your assessment dollars are spent.



The Board is also responsible for the collections of each owner's assessments. A collection policy has been adopted by the Board and is published in the Policies, Rules and Regulations section of this Book of Standards.

VIII. Managing the Association

As noted in Section IV, the Board is responsible for all decision making for the Association but can delegate some duties to others. The community management company has been contracted by the Board to assist in implementing the decisions made by the Board. The community management company has assigned a community manager to Lakeside Preserve. In Florida, community managers are required to have a CAM license that is issued by the Department of Business and Professional Regulations and to attend continuing education courses related to community management on an annual basis. The manager reports to the President of the Board and is responsible for overseeing the day to day business of the Association and for implementing the decisions made by the Board.

IX. Records Request

The management company is the keeper of the Association's records. Copies of official records as outlined in Florida Statute 720 which regulates Homeowners Associations can be requested from the management company. The request must be made in writing. The management company is required to respond to the request within a ten day period after receipt of the request. The management company will arrange an appointment for you to come to their office and review the requested records. There will be a fee for any copies requested. Please see the Policy section of this book for further details.

X. Rights and Responsibilities for Better Communities

Principles for Homeowners and Community Leaders

Homeowners Have the Right To:

1. A responsive and competent community association.
2. Honest, fair and respectful treatment by community leaders and managers.
3. Participate in governing the community association by attending meetings, serving on committees and standing for election. Access appropriate association books and records.
4. Prudent expenditure of fees and other assessments.
5. Live in a community where the property is maintained according to established standards.
6. Fair treatment regarding financial and other association obligations, including the opportunity to discuss payment plans and options with the association before foreclosure is initiated.
7. Receive all documents that address rules and regulations governing the community association-if not prior to purchase and settlement by a real estate agent or attorney, then upon joining the community.
8. Appeal to appropriate community leaders those decisions affecting non-routine financial responsibilities or property rights.

Homeowners Have the Responsibility To:

1. Read and comply with the governing documents of the community.
2. Maintain their property according to established standards.
3. Treat association leaders honestly and with respect.
4. Vote in community elections and on other issues.
5. Pay association assessments and charges on time.
6. Contact association leaders or managers, if necessary, to discuss financial obligations and alternative payment arrangements.
7. Request reconsideration of material decisions that personally affect them.
8. Provide current contact information to association leaders or managers to help ensure they receive information from the community.
9. Ensure that those who reside on their property (e.g., tenants, relatives, friends) adhere to all rules and regulations.

Community Leaders Have the Right To:

1. Expect owners and non-owner residents to meet their financial obligations to the community.
2. Expect residents to know and comply with the rules and regulations of the community and to stay informed by reading materials provided by the association.
3. Respectful and honest treatment from residents.
4. Conduct meetings in a positive and constructive atmosphere.
5. Receive support and constructive input from owners and non-owner residents.
6. Personal privacy at home and during leisure time in the community.
7. Take advantage of educational opportunities (e.g., publications, training workshops) that are directly related to their responsibilities, and as approved by the association.

Community Leaders Have the Responsibility To:

1.  Duties to the community and exercise discretion in a manner to be in the best interests of the community.
2.  Assess judgment and follow established management practices.
3.  Balance obligations of the community as a whole with those of individual homeowners and residents.
4. Understand the association's governing documents and become educated with respect to applicable state and local laws, and to manage the community association accordingly.
5. Establish committees or use other methods to obtain input from owners and non-owner residents.
6. Conduct open, fair and well-publicized elections.
7. Welcome and educate new members of the community--owners and non-owner residents alike.
8. Encourage input from residents on issues affecting them personally and the community as a whole.
9. Encourage events that foster neighborliness and a sense of community.
10. Conduct business in a transparent manner when feasible and appropriate.
11. Allow homeowners access to appropriate community records, when requested.
12. Collect all monies due from owners and non-owner residents.
13. Devise appropriate and reasonable arrangements, when needed and as feasible, to facilitate the ability of individual homeowners to meet their financial obligations to the community.
14. Provide a process residents can use to appeal decisions affecting their non-routine financial responsibilities or property rights where permitted by law and the association's governing documents.
15. Initiate foreclosure proceedings only as a measure of last resort.
16. Make covenants, conditions and restrictions as understandable as possible, adding clarifying "lay" language or supplementary materials when drafting or revising the documents.
17. Provide complete and timely disclosure of personal and financial conflicts of interest related to the actions of community leaders, e.g., officers, the board and committees. (Community associations may want to develop a code of ethics.)



Community Associations Institute (CAI) is a national organization dedicated to fostering vibrant, responsive, competent community associations. Founded in 1973, CAI represents association-governed communities, such as condominium and homeowner associations, cooperatives, and planned communities. To learn more about CAI and its local, regional and state chapters, visit www.caionline.org or call (888)224-4321.

Sponsored by CAI's President's Club

ARCHITECTURAL GUIDELINES, STANDARDS & CRITERIA

I. INTRODUCTION

The intent of the contents of this guide, as well as the existence of the Architectural Control Committee (ACC), is to provide the Guidelines required for maintaining an aesthetically pleasing community. Adhering to these Guidelines is beneficial for all involved in that they are meant to protect the investment of the homeowners, as well as portray a quality community of well-planned homes constructed with long lasting materials maintaining high construction standards.

The Architectural Guidelines have been adopted by the Board of Directors of Lakeside Preserve Homeowners' Association, Inc. pursuant to Section 19 of the Declaration of Restrictions and Covenants (Declaration). These Architectural Guidelines will be enforced by the Developer until such time as the Association is transitioned to owner control.

In conjunction with the recorded Documents for Lakeside Preserve Homeowners Association (Lakeside Preserve), the design standards are binding on all parties having interest in any portion of Lakeside Preserve, and each homeowner is required to comply with the requirements as set forth. Any failure to comply with these requirements will be subject to remedies provided for in the recorded documents.

These Guidelines are designed to provide an overall framework that will allow the Community to develop and progress in an orderly, cohesive and attractive manner. They include minimum standards for the design, size, location, style, structure, materials, color, mode of architecture, mode of landscaping and relevant criteria for the construction or addition of improvements of any nature. They also establish a process for judicious review of proposed changes within the Community.

Lakeside Preserve is being developed with the intent that homes harmonize with each other and present a pleasing and consistent style. Except as required by the Declaration, this style is not the result of a formal architectural code but rather the result of the vision of the Developer. In the event that an owner wishes to modify their property and these Guidelines do not address the type of modification that the owner wishes to install, the Board of Directors hereby recognizes and adopts the style and form of the existing, as-built (and properly approved as otherwise required by the Declaration) as the standard. This standard shall continue in effect until the adoption and publication of new guidelines and standards thus ensuring the preservation of the existing harmonious design and preventing the introduction of design that is not in keeping with the community. Owners shall be permitted to use any of the properly approved architectural styles, setbacks, colors and color combinations, materials, roof pitches and doors and windows that are already in use within the community for comparable lot types. This does not eliminate the need to submit an Architectural Modification Request and receive approval prior to starting the proposed modification.

The architectural review process has been established to maintain the integrity of the architectural and design character of Lakeside Preserve. To this end, the Developer or his appointed representative will review all proposed additions, improvements or alterations on homes for conformity with the Architectural Guidelines. After transition, the Architectural Control Committee (ACC) will be the reviewing entity.

Terms such as "good taste" and "sound design" are difficult to define and even more difficult to legislate. It is the intent of these Guidelines to encourage "good design" by showing examples of the desired result. Elements such as deed restrictions, appropriate attention to scale, proportion to the community should be considered with all requests.

To the extent that any government ordinance, building code or regulation requires a more restrictive standard than that found in these Guidelines, the government standards shall prevail. To the extent that any government ordinance, building code or regulation is less restrictive than these Guidelines and any standards contained herein, or the Declaration, these Architectural Guidelines and the Declaration shall prevail. Nothing contained in these Guidelines shall obligate any agency, governmental or otherwise, to approve plans submitted, nor shall the approval of the ACC be construed as meeting either the requirements of Manatee County or any governmental agency required for approval.

Section 19.19 of the Declaration contains a disclaimer by the Developer, the Association and the ACC of liability or responsibility for the approval of plans and the specifications contained in any request by an owner. Prior to submitting plans or information for review, you should read and understand this disclaimer. It is also recommended that you review your builder warranties prior to submitting any request for alterations to your property since certain additions, alterations and renovations to a home or lot may void any existing warranties.

The ACC has the right to modify, revise, add, delete or make any changes to this manual by joint resolution of the Board of Directors.

II. ARCHITECTURAL MODIFICATION REQUEST

A. General

A homeowner wishing to make an exterior change or modification to their home and/or lot shall apply for and receive written approval for such change or modification prior to beginning the project. The application is made by completing the Architectural Modification Request Form. One form should be submitted for each alteration that is being planned. Multiple projects should not be included on the same form. The completed form, together with all applicable information should be submitted to the management company. ALL requests require the submission of a copy (not an original) of the owner's lot survey showing the signature and seal of the surveyor and the location of the modification marked on the survey. An Architectural Modification Request is not considered complete until it is accompanied by all of the information necessary for the ACC to make an informed decision. Incomplete applications will be "Rejected" and shall not be considered until resubmitted with the necessary information.

B. Supporting Documents and Materials

An Architectural Modification Request will not be considered accepted until it is

accompanied by the required plans, and/or specifications showing the nature, kind, shape, height, materials and color to be used and the location of the proposed alteration. As stated above, ALL requests require the submission of a copy of the owner's lot survey showing the signature and seal of the surveyor and the location of the modification marked on the survey.

Requests for room additions, extensions, modifications including swimming pools and their screened enclosures and fences require a copy of the lot survey clearly depicting the location, size and measurements of the proposed change and the measurements to the lot boundary line; contractor drawings; list of materials to be used; and sample of roof shingles and/or paint if applicable.

Requests for exterior dwelling surfaces including painting, installation of pavers or tiles require a lot survey with a sketch of the area(s) to be covered and a sample of the proposed material such as paver, tile or paint chip.

A request for landscaping requires a copy of the lot survey depicting the location where plants are to be installed; a sketch of the proposed landscape areas and a list of plants to be installed. Please indicate measurements from the property lines when installing trees, landscape beds, etc.

Requests to remove trees shall include a diagram depicting the approximate location of all existing trees and their types, along with the trees to be removed and the reason for their removal. Please review the Tree Chart that is found in Exhibit I of the Declaration prior to submitting the Modification Application. This chart indicates the type, number and minimum size tree that is required to be on each lot.

III. THE REVIEW PROCESS

The design and construction review process is a 4-step procedure: Initial Review, Submission of Plans, Construction Commencement and Inspection. Thorough and timely submission of information as well as adherence to the Guidelines set forth in the process will prevent delays and minimize frustration of all parties involved. Questions concerning interpretation of any matter set forth in the Guidelines should be directed to the ACC.

A. Initial Review

It is required that a homeowner submit to the ACC a Modification Request Application for the modification that is being requested, along with a set of plans (2 sets of plans will be required for new home construction or additions to existing homes).

Any and all modification requests and submission of supporting documentation should be made by certified mail, return receipt requested or in person to the management company and a receipt requested. Facsimile or electronic submission with verification of transmittal will also be acceptable. The information required for the review is as follows:

- 1 Modification Request Form with a detailed description of the planned modification
- 2 Site Plans showing the approximate location and dimensions of all

- improvements, including driveway, irrigation, and swimming pools
- 3 Floor Plans if applicable
- 4 Exterior elevations (all sides) if applicable
- 5 Concept Landscape Plan if modification involves changes to the current landscape
- 6 Any other information, data, and drawings as may be reasonable requested by the ACC

No construction or structural improvement, no alteration or addition to any existing structure or site improvement shall be made on any property until the plans and specifications showing the proposed design, nature, type, shape, size, color, materials and location of same shall have been submitted to and shall have received final approval by the ACC. In the case of an incomplete application or the request by the ACC for more information, the applicant will have 15 days to comply with the request. Failure to comply within the 15 days will result in the need for a new application to be submitted.

The ACC shall review the information and indicate its approval, disapproval, or recommendations for change to the plan. The ACC will review the accompanying documents within 30 days and return one set of plans to the Owner with the appropriate response as shown below:

- 1 **Approved** – the entire project submitted is approved in total subject to installation per the existing Architectural Guidelines.
- 2 **Approved with Conditions** – the project submitted is partially approved. The Owner may proceed with the work to be performed as modified by the ACC. Owner must comply with any and all notations made by the ACC regarding the project and the existing Architectural Guidelines.
- 3 **Disapproved** – the entire project submitted is denied and no work may commence. In some cases, the project may be denied because additional information is required in order to make an informed decision.

Any Modification Application not approved within 30 days shall be deemed to be disapproved.

B. Submission of Plans to the Building Department

Following the approval of Step 1, the Owner may submit their plans to the Building Department or the required agencies that have jurisdiction for the required permits that may be needed for the modification project. Changes required by the said agencies must be re-approved by the ACC.

Approval by the ACC for installation of a project does not negate the Owner's responsibility to comply with all terms and conditions of any municipal permit or existing codes required for the project. The Owner is responsible for investigating and following municipal requirements and obtaining permits.

C. Construction Commencement

Upon completion of Step 2, a copy of the building permit must be submitted to the ACC prior to the Owner beginning construction. If the request is in the nature of not requiring a building permit, all materials utilized in the improvement must be approved by the ACC before Commencement. Any modification to the original application for any reason must also be re-approved.

The Owner shall be held responsible for the acts of his employees, subcontractors and any other persons or parties involved in construction or alteration of the home site. The responsibilities include but are not limited to the following:

- 1 When contractors will be crossing over property not owned by the project Owner, the Owner shall obtain permission of the neighboring lot owner or the Association in instances where the neighboring property is commonly owned by the Association.
- 2 Ensuring that the construction site, community properties and roadways are kept clean and free of all debris and waste materials, and that stockpiles of unused materials are kept in a neat and orderly fashion.
- 3 Prohibiting the consumption of alcoholic beverages, illegal drugs or other intoxicants that could hamper the safety or well being of other personnel on the site.
- 4 Upon completion of the project, Owner is responsible for restoring any common property or neighboring property that may have been damaged during the construction of the project to its original state or better.
- 5 Cleanup of the project site is to be completed within 7 days of completion of the project. If a longer period of time is needed to accomplish this, Owner should contact the community manager for a variance.
- 6 In instances where common property may be crossed, the Board of Directors may require that the contractor or installer, other than the record titleholder of the project lot, provide the Association with an insurance certificate listing the Association as a named insured prior to commencing work. The Board can establish minimum limits for required insurance that will include coverage for General Liability and Worker's Compensation.

D. Final Inspection

The ACC shall have the right to enter upon and inspect any property at any time before, during, or after the completion of work for which approval has been granted. Upon completion of the improvement the Homeowner shall give notice to the ACC. At this time it will be reviewed for "Sound Design". Any damage to streets, curbs, drainage inlets, sidewalks, street signs, walls, community signage, landscaping, irrigation, etc., must be repaired or the damage will be repaired by the Association and such costs will be charged to the Owner. Acceptable completion time frames for projects will be as follows:

- New home construction – 8 months
- Pool installation – 6 weeks
- Fence installation – 3 weeks
- Home additions – 4 months

If projects will require additional time, the Owner should contact the ACC with the anticipated completion date. Application approvals are valid for a period of one year and a new modification request application must be submitted after that time has elapsed.

IV. Express Approval

In order to provide a speedier process for certain types of modification requests, the Community Manager will have the authority to approve the following upon receipt of a completed Modification Application with the proper supporting documents and the request shall be deemed approved by the ACC.

- Re-paint house exteriors and trims in the identical color previously approved by the ACC or installed by the original builder.
- Re-surface existing driveways in the identical color/material previously approved by the ACC or installed by the original builder.
- Replace existing screening with identical screening materials previously approved by the ACC or installed by the original builder.
- Replace existing exterior doors with identical exterior doors previously approved by the ACC or installed by the original builder.
- Replace existing mailbox or security lighting with identical mailbox or security lighting previously approved by the ACC.
- Replace existing roof with identical roof material to that previously approved by the ACC or installed by the original builder.
- Install storm door identical to examples shown in Guidelines.
- Install decorative border identical to examples shown in Guidelines.
- Install decorative path lighting identical to examples shown in Guidelines.
- Install flag in location and manner identified in the Guidelines.
- Installation of annuals and other plant materials within the original plant beds installed by the builder.
- Change in type of mulch used in plant beds with a mulch material identified in the Guidelines.
- **Install satellite per Guideline specifications – see Section C of the Site Improvement Standards.**

All references in the 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.) or to the examples shown in these Guidelines.

V. Reconstruction

In the event that a residential structure or any part thereof is destroyed by casualty or natural disaster, the Owner must notify the ACC and commence reconstruction within 60

days. The ACC will make every effort to accommodate the Owner in the application process in order to repair or rebuild in a timely manner.

VI. 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 in an amount not to exceed \$100. No additional fee shall be required for re-submissions. 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.

VII. Appeals Process

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 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 30 days after such meeting. In the event the ACC fails to provide such written decision within 30 days, the plans and specifications shall be deemed disapproved.

Upon final disapproval by the ACC, the applicant may appeal the decision of the ACC to the Lakeside Preserve Board of Directors within 30 days of the ACC's written review and disapproval. Review by the Board shall take place no later than 30 days after receipt of the applicant's request for review. If the Board fails to hold such a meeting within 30 days after receipt of the request for such meeting, then the plans and specifications shall be deemed approved. The Board shall make a final decision no later than 30 days after such meeting. In the event the Board fails to provide such written decision within 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.

VIII. Sale of Property

Owners who offer their home for sale shall first advise the Community Manager and bring their home and property into full compliance with all provisions and requirements of the latest edition and revisions of these Guidelines. The Community Manager will issue a certificate of compliance. Non-compliance with this provision must be disclosed on the estoppel letter which can result in a lower sales price or delay of closing.

IX. Site Improvement Standards

These Architectural Guidelines are supplemental guidelines for the recorded Declaration of Restrictions and Covenants for Lakeside Preserve Homeowners' Association, Inc. Additional requirements may be contained in the recorded documents. Applicants are encouraged to review the Declaration in addition to these Guidelines prior to submitting a modification request.

A. Additions

Additions must be compatible with the architectural style, colors, detailing, materials of the original structure. The height of any addition shall not be higher than the original

ridge-line and the proposed eave line must be at the same height of the existing eave-line. No alterations or improvements shall be made which provide a roof pitch that varies from the roof originally constructed. Additions shall be built within the building setback lines originally established for Lakeside Preserve (See chart below.) Storm water from a new addition roof must be discharged no closer than five feet of any neighboring property. Down spouts installed as a part of the addition that materially increase the drainage of storm water onto adjacent property, must receive prior consent from the owner of the adjacent property. The location of all windows in a new addition must not adversely affect the privacy of adjoining neighbors. No addition shall be permitted if it is determined to have a material adverse impact upon neighboring properties and/or the community. All additions shall meet the minimum wind load requirements of the southern Building Code (latest edition) concerning wind resistance and other applicable requirements. An engineer's statement of wind load capacity is

	<u>Building Setbacks</u>
Front Yard	20 feet
Side Yard	7.5 feet
Rear Yard	15 feet
Waterfront	30 feet

B. Air Conditioners

No air conditioners shall be mounted through a window, door, hung on a wall or mounted on a roof. Replacements of air conditioner components shall be installed in the original component's location unless approved by the ACC.

C. Antennae & Satellites

All outside antennas, antenna poles, antenna masts, electronic devices, satellite dishes antennas or antenna towers are subject to the prior approval of the ACC. The ACC requires 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. Installation of the satellite dish shall be in accordance with the 1996 and 1998 amendments to the Federal Telecommunications Act. Placement shall be as inconspicuous as possible and preferably not visible from the street. All installations shall meet the minimum wind load requirements of the southern Building Code (latest edition) concerning wind resistance and other applicable requirements.

All satellites must be no more than 36 inches in diameter. All antennae and satellites should be either ground mounted or mounted on the rear wall or sidewall of the home, lower than 8 feet from the ground. Wires must be securely attached to the dwelling and painted to match where attached and any masts used to match the dish must be painted to match the surface it is mounted on. Satellites that are ground mounted shall be installed at no greater distance than 8 feet from the home and shall be located in a mulched bed at least 36 inches in diameter and preferably in a screened or fenced area. If not located in a fenced area, the mounting post shall be camouflaged with landscaping materials to lessen the visual impact of the satellite. It is respectfully requested that satellite dishes NOT be placed on top of roofs or located on the front of the home or lot. Should you feel that your roof is the ONLY location that will give you proper reception, please contact the community management company immediately and provide a copy of the proposal provided by your installer.

Homeowners shall not permit their antennae and satellite dishes to fall into disrepair or to become a safety hazard, and shall be responsible for the maintenance, repair and replacement of the equipment to include any safety hazard. If antennae or satellite dishes become detached from their mount, the owner shall remove or repair such detachment within seventy-two (72) hours of the detachment. If the detachment threatens safety, the Association may remove the antennae or satellite dish at the expense of the owner, without prior notice.

Notwithstanding any provision herein to the contrary, unless the ACC disapproves the above-proposed improvement within 5 days after the ACC receives the written modification request, the request shall be deemed approved by the ACC.

D. Barbecues/Smokers/Grills/Fire pits

Barbecue grills and smokers may be located or permitted upon the back patio or yard of a Home. If not screened from view of the neighboring property by a fence or other screening device, they must remain covered when not in use.

Built-in barbecue units shall be located within the rear lanai area, and designed as an integral part of the home. Their location must be carefully planned to minimize smoke or odors affecting neighboring properties.

Outdoor wood burning is prohibited except in a fire pit kept on the lanai or within the screen enclosed area of a home. The fire pit must have a wire screen mesh, be freestanding and kept in good working condition.

E. Canopies

Installation of a canopy (fabric gazebo) that is to remain in place for more than seventy-two (72) hours requires approval of the Architectural Control Committee. The Modification Request must include a picture of the canopy/gazebo that is being requested and also a description detailing dimensions, color and location of installation drawn on lot site plan. Approvals will be considered based upon the following criteria:

- Canopies or fabric gazebos may be installed on the patio or in the rear yard of a home.
- The rear yard of the home must be fenced.
- Canopies must be bolted into the concrete of the patio or anchored in concrete if located in a grassy area.
- All safety installation instructions of the product must be followed.
- Dimensions may not exceed 10' X 10' X 10' (at peak height).
- Canopy must be a solid neutral color such as tan. No bright colors or obvious stripes and patterns will be approved. The canopy color must compliment the colors of the exterior of the home.
- The canopy/gazebo must be maintained. If notified by the community manager that maintenance is needed (i.e. mildewed, stained, etc.), the owner must comply in no less than fourteen days of receipt of the notice. If torn or aged, the canopy/gazebo must be removed. A new application will be required to install a replacement canopy/gazebo.
- No lights or other types of illumination, hanging fixtures or decorations may be affixed to the canopy/gazebo. Exception will be for private parties and such fixtures or decorations must be removed within 24 hours of the party.
- In a storm event such as a hurricane warning where advance notice is given to the community, the complete structure to include canopy/fabric gazebo and posts must be removed and stored in a secure place.
- If resident is to be away from the home for a long period of time (especially during hurricane season), the complete structure to include canopy/gazebo and posts must be removed and stored in a secure place. A new application is not necessary for reinstallation of an original canopy.

No other type of tent or canopy cover will be approved. Umbrellas larger than a pool umbrella must have approval of the Architectural Control Committee.

F. Clotheslines

Clotheslines shall only be installed in the rear yard behind the home and shall not be visible from the street along the front of the home. It is preferred that the rear yard of the home be fenced. Clotheslines must be retractable, displayed only when in use and used for the shortest possible time to accomplish drying of the clothes. Umbrella type clotheslines will not be approved.

G. Decks and Patios

All patio extensions shall be concrete. Decks may be constructed of treated lumber, or an engineered polymer product such as Eon, a 100% plastic product with a wood grain manufactured by CPI Plastics. The size of the deck or patio shall be determined by the

available space per lot and may not cover more than twenty-five percent (25%) of the total lot area excluding any building, structures and paved areas. Construction of decks and patios that conflict with the drainage pattern for the lot will not be allowed. If deck is not located within a fenced yard, deck rails cannot exceed forty-eight inches (48") in height from the decking and must be constructed to match the material and color of the decking or trim of the home. Deck rails may not extend past the deck. Rails will not be approved for patios. Size and location of decks may be restricted by the ACC based upon how the project will impact the lot and neighbors property.

H. Dog Houses/Kennels/Dog Runs/Invisible Fences

All dog houses will be located in a fenced rear yard. The exterior colors and materials must relate to the exterior of the owners home. Dog houses are subject to the proper maintenance, care and appearance as with any structure located on the property. They shall be a minimum of fifteen feet (15') from any neighboring property line. Placement of the dog house must also take into consideration safety concerns, noise minimization, the possibility of offensive odors, etc.

Invisible fences, dog runs (partial fencing of an area) and kennels are not permitted.

I. Drainage Swales

The following lots have drainage swales and Owners will not be allowed to fill swale with soil, install fences, landscaping, or any other type of improvement within the swale area. Those lots affected are 14, 15, 16, 17, 20, 21, 22, 23, 24, 25, 26, 27, 31, 32, 33, 34, 56, 57, 65, 66, 67, 71, 72, 73, 76, 77, 78, 79, 87, 88, 89, 152, 154, 155, 159, 160, 161, 162, 165, 166, and 167. Lots 95, 96, 97, 98, 99, 100, and 101 will be allowed to attach to the common fence; however, the new fence cannot damage or block the swale area and must not be installed flush to the ground. Owners of the lots listed above will provide maintenance of the swale area to include mowing and other routine lawn care. Owners are also responsible for keeping the area free of any obstructions. The Association is responsible for routine inspections of the swale areas and maintaining the swale's integrity in order to provide proper drainage of stormwater runoff within the community. Owners of these lots should report any problems within the swale area to the Community Manager.

J. Driveway and Sidewalk Extensions

Additional concrete walking area(s) adjacent to the driveway which extends the overall total driveway width not more than four (4) feet (two feet on each side of the existing driveway) will be considered for approval. The extension must match the driveway in design, material and color. No driveway extensions shall be permitted beyond the external side lines of the garage nor will circular driveways be permitted. Pavers and tiles will not be approved for walkway and driveway surfaces and no gravel driveways will be permitted. Painting and staining of concrete paved surfaces is prohibited. Concrete surfaces may be sealed in a clear, matte finish and a request must be submitted to the ACC. Parking is limited to the garage and driveway of the home. Parking on the lawn is prohibited.

Additional sidewalks in any location require approval of the ACC and must be four (4) feet or less in width, a minimum of 18 inches from the property line and 12 inches or more from the home. The area between the home and sidewalk should have

landscaping or groundcover installed. Sidewalk addition must not obstruct drainage or cause ponding of water between the sidewalk and foundation of the home.

K. Elevation of Lots

No lot elevation changes shall be permitted which materially affect the surface grade of surrounding lots or common property.

L. Encroachment and Plantings on Common Grounds

No extension of the landscaping of a home site will be permitted on Association common grounds (property owned by the Association and shared by all members of the Association), including pond banks. Residents shall not put trees, bushes, plantings, bird baths or feeders, lawn ornaments, planters, flower pots, picnic tables, furniture, fences, walks, hedge enclosures and other types of groupings on common grounds.

M. Exterior Painting

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 that 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 to the color scheme of the community. The color plan must be submitted prior to construction or repainting. Color pallets should be muted tones with co-coordinating trim colors. Doors may be painted with subdued accent colors. No primary or bright colors will be approved and the body of the house must have a flat finish. No home may have more than three colors (base, trim and accent door color) and the body of the home’s base color must have a flat or eggshell finish. Approved colors are listed in the following chart and are manufactured by Duron Paints & Wallcoverings. While other paint manufacturers may be used, the color must be substantially the same as the colors listed.

	BODY	TRIM
1	SW 2835 Craftsman Brown	SW 6106 Kilim Beige
2	Duron 8732W Frontier Tan	A. Duron 8730W Loggia B. Duron One Coat White
3	Duron 8654M Elkhorn Cactus	A. Duron 8220W Hayseed B. Duron One Coat White
4	SW 6159 High Tea	SW 6107 Nomadic Desert
5	Duron 8713W Kindling Wood	A. 8714M Wildcat B. Duron One Coat White
6	SW 6144 Dapper Tan	SW 6143 Basket Beige

	SW 2827 Colonial Revival Stone	SW 6148 Wool Skein
8	SW 6081 Down Home	SW 2805 Renwick Beige
9	SW 2855 Sycamore Tan	SW 7011 Natural Choice
10	Duron 8220W Hayseed	A. Duron 8223M Sienna Sand B. Duron One Coat White
11	SW 6109 Hopsack	SW 6141 Softer Tan
12	SW 6123 Baguette	SW 6119 Antique White
13	Duron 8212 Millet	A. Duron 8210 Whispering Birch B. Duron One Coat White
14	Duron 8233M Crisp Khaki	A. Duron 8231W Sawyer's Fence B. Duron One Coat White
15	Duron 8753M Cornico Beige	A. Duron 8751W Alencon Lace B. Duron One Coat White
16	Duron 8711W Misty Mica	A. Duron 8714M Wildcat B. Duron One Coat White
17	Duron 8702W Beige Pediment	A. Duron 8704D Stratford Brown B. Duron One Coat White
18	Duron 8181W Maison Blanche	A. Duron 8674 Muddy River B. Duron One Coat White
19	Duron 8723 Desert Tumbleweed	A. Duron 8720W Pongee Tint B. Duron One Coat White

Front door colors are as follows:

SW 6993 Black of Night	Duron 8486 Beethoven Blue
SW 2802 Rockwood Red	SW 2838 Polished Mahogany
SW 6174 Andiron	SW 7083 Darkroom

N. Fences

Fences, walls or hedges shall not be erected or installed without prior approval of the ACC. Fences may be constructed of solid white PVC in a design shown below and must be installed per the following criteria:

- All fences shall be at a height of six feet if your home backs up to another home.
- If the rear of your lot faces a conservation area or pond the fence will drop to four (4) feet in height. Only open picket style fencing that is no more than four (4) feet in height will be installed beginning a minimum of ten (10) feet from the rear set back of the Home and extending rearward for lots that border a conservation area or pond.
- Fences shall not be installed flush to the ground so that drainage will not be blocked in any way.
- Irrigation systems must be reconfigured to provide complete coverage outside of the fenced area.
- Fences must be kept clean and in good repair.
- Only the good side of the fence may face outward. No posts or stringers may be visible from the outside of the fence.
- All fences that will abut an existing fence or perimeter wall must be installed with the final end side section graduating in height to meet the height of the existing fence or perimeter wall.
- No fence shall be constructed closer to the street, which the house faces, than eight feet (8') back from the forward facing corners of the house. No fence shall be permitted to extend beyond the front corners of the house in any circumstance.
- Fences for corner lots require close coordination with the ACC due to their unique layout and concerns for vehicle visibility/safety and compliance with existing easements and county building code setback requirements.
- Except where easements or swales exist, fences will be installed no more than six (6) inches inside the property line. Alleyways between fences will not be permitted.
- Any and all required governmental approvals/permits for fence construction are the responsibility of the homeowners and must be obtained prior to construction.
It is the responsibility of the Owner to comply with all County and/or Association requirements, whichever is most stringent.
- It is recommended that fences not be installed in drainage easements. However, if the ACC grants permission for a fence to be installed in a drainage easement it is the responsibility of the homeowner to correct any changes in drainage on the homeowner's home site or adjoining home sites at the homeowners expense. Should the Association or County be required to correct a drainage situation

either above or underground, the homeowner is responsible for all costs associated with the removal of the improvement installed in said easement.

- Fences may not be installed past any wetland conservation setback lines on any home sites within the community.
- The following lots have drainage swales and will not be allowed to fill swale with soil, install fences, landscaping, or any other type of improvement within the swale area. Those lots affected are 14, 15, 16, 17, 20, 21, 22, 23, 24, 25, 26, 27, 31, 32, 33, 34, 56, 57, 65, 66, 67, 71, 72, 73, 76, 77, 78, 79, 87, 88, 89, 152, 154, 155, 159, 160, 161, 162, 165, 166, and 167. Lots 95, 96, 97, 98, 99, 100, and 101 will be allowed to attach to the common fence; however, the fence cannot damage or block the swale area.
- Signature from neighbors on all sides of the property where fence will be installed must be on the fence application at the time of submitting the form to the ACC. The purpose of the signatures is to notify the owners that workers will be installing a fence and may inadvertently trespass onto their property or have materials on their property. Any damage that may arise to another owner's property during the installation process is the responsibility of the owner who is contracting for the fence installation.

APPROVED FENCE STYLES **Six Foot Styles**



Tongue and groove, same design on both sides often referred to as the Lexington style



Tongue and groove bottom with lattice top often referred to as Kensington or Windsor style.

Approved Four Foot Styles



1" – 2" square pickets with a gothic top. This style will be approved for 48" height only.



4" wide pickets This style will be approved for 48" height only.

O. Firewood

Firewood must be maintained in good order and must be located within the sidelines or in the back yard of a home in order to preserve the open space vistas. Covering firewood is allowed only if the cover is natural in color or consistent with the exterior colors of the home. Firewood stacks may not exceed 2' high x 3' wide x 1' long.

P. Flags

In accordance with Florida Statutes 720.304, any homeowner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day may display in a respectful manner, portable removable official flags not larger than 4 ½ feet by 6 feet, which represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.

Other than outlined above, one flag per home will be allowed. The flagpole may be mounted to the home directly to the left or right of the front door or garage centered in the middle of the garage above the garage doors. Flagpoles attached to the home may not exceed 5 feet. Ground-mounted flagpoles will not be permitted. Flags must be flown on the pole in an outward fashion from the home. The American flag, Florida state flag, Military Service or MIA flag Flags which are no larger than 4 ½' X 6', attached to the home in the above locations shall be permitted without ACC approval.

The U. S. flag shall be flown in accordance with the requirements of the United States Flag Code. In no instance shall the flag be flown in violation of Section 720.304, Florida Statutes.

No other flag of any sort may be displayed along with the United States flag or in lieu thereof except for Military, POW and MIA flags. They shall be no larger than the American flag nor shall they be flown above the American flag. Flags shall be replaced if faded, tattered, or in poor condition. Proper flag etiquette must be employed at all times.

Notwithstanding the foregoing, one decorative flag, no larger than 24" X 36", attached to the Home in the above locations and displayed for the purpose of a holiday, shall be permitted without ACC approval.

Q. Front Entryway/Storm Doors

Screen enclosures may be allowed for front entrances if the plans are compatible with the architectural design of the home.

- Framing may be white or bronze anodized or electrostatically painted aluminum.
- Screening shall be charcoal in color and of standard mesh size. No privacy screening is permitted.
- Screens must extend to the floor – knee-walls and kick plates will not be permitted.
- No decorative grilles or bars will be permitted on screens and doors.
- Screens must be maintained in good condition at all times.
- No front entryway shall be used for storage.

Wicker, wood or wrought iron tables and chairs may be used in the front entryway. Plastic stackable furniture is not permitted.

Storm doors additions must be full glass with removable screen inserts. They should match the color of the doorframe trim, the color of the front door, or be white. Storm doors will have minimal framing and no bars. Security doors are prohibited. See below for styles that will be approved. A color photograph of the front of the home must be submitted with the application.

Approved Styles of Storm/Screen Doors



R. Front Roof Changes

No changes other than skylights will be permitted on any roof which is visible from the front of the home. An extension for the purpose of creating a shelter for a boat, recreational vehicle, automobile or other items is strictly forbidden.

S. Garage

No garages shall be enclosed or converted into a living area and must at all times be used as a garage for car storage purposes. No screening is allowed temporarily or permanently on garage door openings. Garage doors shall remain closed when the garage is not in use. Stand alone garages and secondary garages accessible by side or rear yards are not permitted. Replacement of garage doors shall meet current County codes at the time of replacement. If there is more than one (1) garage door, all must be replaced at the same time. The new doors must match or coordinate with the color of the garage door trim or stucco.

T. Garbage /Screening of Containers /HVAC & Other Equipment

All garbage cans and other garbage containers shall be kept inside the garage or in the rear yard and must be screened to conceal them from view of neighboring lots and streets except on the day of collection. Acceptable screens will include landscape and fencing. ACC approval is needed prior to installing.

Screening of garbage cans and ground mounted equipment (i.e. HVAC, pool equipment, water softeners) shall be of material and color compatible with the design of the residence. All screens, landscape structures or plant materials shall be located a minimum of two (2) feet from the ground mounted equipment to allow for adequate air circulation around the equipment, but may not encroach or trespass on a neighboring property.

Appropriate enclosures for ground mounted equipment, garbage cans, etc. shall be landscaping, white PVC lattice, an approved fence style, or concrete block with stucco finish painted to match the house. Overall height of the enclosure, including posts shall not exceed five (5) feet. Overall length shall be kept to the minimum necessary to accomplish the screening.

If landscaping is used for screening, "adequate screening" shall be plantings which initially (i.e. when first planted or installed) screens a minimum of eighty percent (80%) and which completely screens the cans or equipment within one (1) year from the date of approval.

Garbage cans shall not be placed outside for pick up earlier than 6 pm the night before and empty containers shall be removed from sight the same day as pick up. All food refuse shall be placed in a covered receptacle to avoid attack from animals. Trash may not be accumulated or stored on the exterior of the home and open burning of garbage and other refuse is not permitted.

U. Garden Hoses

Garden hoses shall be on a hose wrap attached to the house or on a mobile station. Hoses may be neatly coiled on the ground in a flower bed behind shrubbery out of sight from the street, common grounds or nearby neighbors. Circular (spiral coiled) hoses shall be secured. All hoses should be screened in a manner similar to screening of garbage containers. ACC approval is required prior to installing screening.

V. Gas Tanks (Propane and/or Natural)

It is preferred that gas tanks be buried. Gas tanks installed above ground shall meet Manatee County building code requirements and shall be concealed in a manner appropriate for screening of garbage containers and ground mounted equipment. If using landscaping for screening, the Owner shall install no less than four (4) plants and they shall be a minimum of 30" in height at the time of installation. Plants shall be allowed to grow to the height of the gas tank, then properly trimmed and maintained at that height. Any dead plants shall be replaced immediately with the same type of plant of similar height.

W. Gutter

All gutters must match the exterior house color; trim color or window mullion color. Gutter down spouts must not concentrate water flow onto neighboring properties.

X. Holiday Decorations

Holiday displays in the front entryway and on the front door, along with traditional holiday lighting do not require approval from the ACC. Holiday lights and decorations shall not create a nuisance to the adjacent residents or the community. One decorative flag, no larger than 24" X 36", attached to the Home in locations specified in Section P (Flags) and displayed for the purpose of a holiday, shall also be permitted without ACC approval.

~~Holiday lights to celebrate Christmas, or similar holiday, may be installed commencing on Thanksgiving and shall be removed not later than January 15th of the following year.~~

Holiday lights to celebrate Christmas, or similar holiday, may be installed commencing on November 1st and shall be removed not later than January 15th of the following year.

Holders for holiday lights that are installed on a home must be removed at the time that the lights are removed. ~~Inflatable display items are limited to one per lot.~~

~~Holiday displays (i.e. Halloween, Easter) other than those defined above may be installed two weeks prior to the holiday and must be removed within seven days after the holiday.~~

Holiday displays (i.e. Halloween, Easter) other than those defined above must be removed within seven days after the Holiday. ~~Inflatable display items are limited to one per lot.~~

Y. House Numbers

To aid emergency personnel, delivery people and to conform to Manatee County ordinances, each house shall have a readily visible number permanently attached to the front of the home. The numbers shall be located over the garage door or near the entrance to the front door, in a location clearly visible from the street. House numbers shall also appear on the mailbox post in the same size, color and material used throughout the community. House numbers shall be black, gold or white in color, in

stark contrast to the background the numbers are attached to. The overall height of each number shall not exceed 6.5 inches and not be less than 4 inches in height. For reasons of safety, numbers in script are not permitted.

Z. Lake Slope Maintenance and Erosion Standards

The Association will be responsible for repairs and maintenance of the 4 to 1 lake slopes and banks to the water. This includes regular mowing of sod. Owners must ensure that the easement located around the lake banks remains free of any structures or landscaping in order for the area to be accessed for maintenance. Owner must further ensure that conditions on his property will not cause erosion to occur on the lake banks. (i.e. installing drains from gutters or pool backwash) At any time that a variance of ten (10) inches or more occurs on a lake slope that is adjacent to a property owner, it should be reported to Association. Erosion control measures will be taken by adjacent owner and/or Association. If the erosion occurs because of a condition on the adjacent owner's property, Association will have the right to take corrective action and charge the cost of all repairs to the Owner as an Individual Assessment. Any area that has deviated from the original slope of the bank will be filled with soil or an appropriate substance. Soil will be compacted; an erosion control mat placed over the filled area and sod will then be laid on top of the erosion control mat. To ensure that the area does not continue to erode while the sod is being established, it is recommended that the sod be staked.

AA. Landscaping/Borders/Trellises/Arbors/Water Features

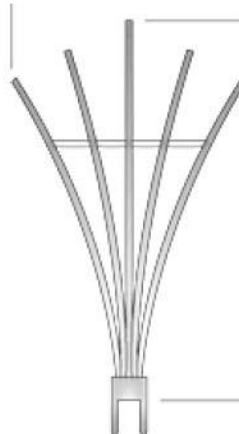
Individual plantings of annuals and other plantings which are seasonal in nature, are planted in existing beds and that do not exceed thirty-six inches (36") in height shall be permitted without approval of the ACC; however, plans for all other modifications to any existing landscaping beds or additional landscape beds must be submitted to and approved by the ACC. All landscaping must be installed to fit in with neighboring properties. The ACC may reject the landscape plan based upon its review of the overall design and impact. The landscaping plan must detail the location of beds and planting materials. No invasive or non-native (e.g., melaleuca, brazilian pepper) plants are permitted. With the exception of dead trees or plants, no landscaping shall be removed without the prior written approval of the ACC. All varieties of citrus are permissible within the confines of a fenced rear yard. Fruit that drops from the tree may not be allowed to become a nuisance to neighbors or extend into a neighboring yard or common area. All ground surfaces on all portions of the lot outside of the planting beds shall be covered with St. Augustine turf. Please keep in mind that changes in landscaping can alter drainage plans for a lot and have a negative impact on neighboring property. When submitting a request for any landscaping projects, the request must be accompanied by a photograph of the home and a site plan depicting the area where the project is to be installed.

Decorative borders around landscaping beds require the prior approval of the ACC.
Approved styles of landscape borders are shown below.



Trellises require the approval of the ACC. No more than three trellises will be permitted and they are not allowed to be placed on the front façade of the house. Trellises must be constructed of weatherproof material and be kept in good repair. Free-standing trellises are prohibited. One arbor may be installed in the rear yard of a home and must be constructed of white PVC. Examples of approved styles are shown below.

Approved Trellis Styles



Approved Arbor Styles



Water Features to include ponds and fountains must have the written approval of the ACC. A site plan showing the location of the pond must be submitted with the application. Fountains and water features shall be limited in height to four feet (4') above the natural grade of the lot. Any fountain shall be of natural material, color and design, each of which is compatible with the overall architectural theme of the community. Fountains and water features shall be permitted only within the rear yard of the home. Design of these features should discourage creation of stagnant pools of water. A picture or conceptual drawing is required to be submitted with the request.

BB. Lawn Furnishings/Decorative Accessories/Statutes/Feeders

Lawn furniture shall be located in the rear of the home and not visible from the street in front of the home. Swings, benches and patio style furniture will not be approved for placement in the front yard.

Decorative accessories include items such as bird baths, bird feeders, bird houses, decorative flags (including holiday, sports, etc.), fountains, patriotic display items (yellow ribbons, decals, etc), personal items other than furniture, plants on hooks, plaques, potted plants, statues, sun dials, and tiki torches

Decorative accessories or embellishments mounted on the house and that are visible from the street or common area shall not exceed thirty (36) inches in any dimension and should be of a solid color such as white, dark green, black, brown, natural concrete or stone color or natural metal color that blends with the color and architectural features of the home.

No ornaments or decorative accessories shall be hung from trees except for bird houses or bird feeders. Decorative accessories shall not be placed down driveway perimeters, on street catch basins or on utility boxes.

Flower pots or decorative pots may be placed in front yard and/or entryway but cannot exceed five in number. Pots must be neutral or natural color and must be maintained in like-new condition at all times and must be continually planted with live foliage. Only one partially buried pot will be allowed in the front yard. Pots located in the front yards of the home must be made of clay, masonry or other traditional garden material - plastic containers are not permitted in the front yard of the home. Artificial plants may not be placed in landscape beds but may be located on a front entryway or lanai. Artificial plants must be removed when faded or damaged. The ACC reserves the right to limit or restrict the use of artificial plants placed on a front entryway.

Statues, decorative accessories, bird houses, bird feeders, bird baths and other types of lawn ornaments are permitted in the rear yard only. Unless within a rear yard with a privacy fence, the combined number of statues and decorative accessories will be limited to three. The statues will not be greater than four feet (4') in height above the natural grade of the lot, must be placed in landscape beds and must blend in color with the home. Statues should be made of clay, masonry or metal – plastic will not be permitted. The ACC reserves the right to require screening of statutes and decorative accessories in the rear yard of homes that are not fenced. If plantings are used for screening, they should be large enough and in a quantity that will screen a minimum of 50% of the statute or decorative accessory at the time of installation and will

substantially screen the statute or decorative accessory within one year from the date of installation. A picture or drawing of the statue or decorative accessory must accompany the request.

Bird houses, bird feeders and bird baths will be permitted in the back yard only and limited to no more than three in total. Bird houses may not exceed the roof eave in height and may not be attached to the house. House and support structure must be kept in good repair. Bird baths may not exceed four feet in height above the natural grade of the lot. A picture or drawing of the bird bath must accompany the request.

For safety reasons, during Hurricane Season, all lawn furniture and decorative accessories not located within an enclosed lanai shall be removed when residence is unoccupied for a period of 7 days or more unless prior arrangements have been made with a neighbor. All lawn furniture and decorative accessories shall be removed upon issuance of any storm warnings of Tropical Storm Warning or higher.

CC. Lighting

All exterior lighting shall be consistent with the character established in Lakeside Preserve and be limited to the minimum necessary for safety, identification, and decoration. Any improvements to current lighting must be approved by the ACC. No spot lights, flood lights, or other high intensity lighting will be placed or utilized upon any home or lot so that the light is directed or reflected on neighboring property. No lighting shall be permitted that constitutes a nuisance or hazard to any owner or neighboring resident.

Enclosures of light fixtures shall be designed to conceal the lamp bulb. Light bulbs may not exceed the manufacturer's recommendation for bulb wattage. Fixtures may be incandescent, metal halide, mercury vapor, or high pressure sodium lamps. ~~Colored lamps are not allowed.~~ Colored lamps on Garage may be "of a yellow glow" in nature or a "bug light bulb" yellow in color. The purpose of the yellow bulb is to cut down on the amount of bugs attracted to a white light. Mosquitos, midges, spiders, small tree frogs, etc.

Decorative post mount light fixtures shall be permitted in the rear of the home and shall not be visible from the street in front of the home. Height of post may not exceed eight feet above the natural grade of the lot. Light must not be directed at any neighboring property. Tree mounted down lights are not permitted.

Seasonal lighting is permitted for illumination during a holiday season. Rope lighting is only permitted for holiday use. Cords shall never be located over public sidewalks.

Decorative path lighting also requires the approval of the ACC and may not exceed 30 inches (30") in height from the top of the light fixture to ground level. Decorative path lighting must be located within landscape beds. A picture of the proposed decorative lighting should be included with the application. Junction boxes and other lighting hardware shall be placed below grade or screened by landscape material to minimize daytime visibility. See below for acceptable styles.



DD. Lightning Rods and Brushes

Lightning rods and brushes may be installed and shall be done in a manner that is least obtrusive and uses the minimum number to accomplish the desired purpose. Lightning rods shall not be allowed to fall into disrepair.

EE. Mailbox

Only one style, design and color of mailbox is permitted. No items shall be mounted or hung from mailboxes or mailbox posts. Decorative wraps on mailboxes are not permitted. Replacement mailbox, post and parts may be purchased from:

Creative Mailbox and Sign Designs
300 Mears Boulevard
Oldsmar, Florida 34677
(800) 804 - 4809

STANDARD MAILBOX DESIGN



FF. Outbuildings

All storage sheds, playhouses and other outbuildings shall be within a rear yard enclosed with a privacy fence, and below the fence level in height. Tree houses will not be permitted. The structure must be erected on site, and anchored to the foundation. Structure must also conform to the materials (i.e. roof shingles, stucco, siding) and colors of the home. No metal sheds will be allowed. Application must show the use, location and architectural design. All outbuildings will be considered on a case by case basis due to lot setbacks, lake views and street views. Some lots such as those with an open four foot picket fence may not be able to accommodate outbuildings.

GG. Patios and Screen Enclosures (Screen doors, vinyl windows)

Patios and Screen Enclosures must be located on the areas shown as "Patio" or "Lanai" on the house plans. If a screened patio extension is requested on the rear of the home, two sets of plans must be submitted with the Modification Request, as well as a site plan showing where the proposed extension will be placed. Additionally,

- Framing may be white or bronze anodized or electrostatically painted aluminum.
- Screening shall be charcoal and of standard mesh size. No privacy screening is permitted.

- Screen enclosures may in no instance be higher than the roofline of the Home or extend beyond the sides of the Home.
- No decorative railing, grilles or bars will be permitted on screens and doors.
- Vinyl windows that are clear or light gray in color will be allowed. Frames must match the color of the existing window mullions. A color sample of the tinted window is required to be submitted with application.
- A 16 inch aluminum kick plate that matches the framework will be permitted on rear screen enclosures.
- Knee walls shall not exceed 24 inches in height and shall be constructed of concrete block with stucco finish and painted to match the body of the house.
- Acceptable roofs for patio extensions are as follows:
 - Constructed to match the existing roof with matching shingles
 - Composite or "Elite" roof or an equivalent aluminum roofing
 - Screen "cage"
 - Roof line may not exceed the height of the home.
- Exterior of the enclosure must be landscaped if not located within a fenced area.
- Irrigation systems may require modification to ensure 100% coverage of the property. This should be a part of the Modification Request.
- Patio enclosures may NOT be used as a storage area.
- Screens must be maintained in good condition at all times.

HH. Play Equipment and Accessory Structures

All exterior recreation and play equipment, including portable basketball goals, swing sets, jungle gyms, soccer goals, trampolines, etc. require the prior written approval of the ACC. All such equipment, to include portable basketball goals (see below for additional information) must be located within the rear yard of the property and must be screened from public view (i.e. with fence and/or mature landscaping) and must be located at least five feet from any property line. All play equipment must be maintained on a regular basis by the Owner to preserve Community Standards. Tree houses are not permitted.

Skate board ramps may be used in the fenced rear yard of a home but may not be used in the driveway of a home, on a pedestrian walkway, street or common area of the community such as basketball court or parking lots.

Specifications for recreational and play equipment are as follows:

- The overall height of play structures 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 lots. This will be determined by a site visit.
- Play structures must be crafted in wood or recycled plastic. Aluminum or metal tubing that extends above the fence line is prohibited. A picture and dimensions of the play structure must be submitted with the architectural application prior to approval.
- It is preferred that canopies be of earth toned colors – wood, 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 lots and/or the street must be buffered as much as possible with approved fencing and/or landscaping.
- Play structures must be securely anchored to withstand high winds that may accompany a tropical storm or hurricane. Any detachable parts must be removed and stored in a safe location when a tropical storm or hurricane warning is in effect.
 - 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 forty-eight (48) 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 lot. The proposed plant material and location of landscape buffer must be submitted to the committee via application prior to installation.

Basketball equipment: Permanent basketball goals will not be allowed. One regulation-size or smaller, professional MOBILE backboard may be placed in the rear of the Home. Equipment may not be used on the driveway, on sidewalks or on streets within Lakeside Preserve. Equipment must be maintained on a regular basis by the homeowner to preserve community standards. Unless located within a rear yard with a privacy fence of six feet height, the equipment must be stored from public view when not being used for a period longer than one calendar week.

Trampolines should be located within a rear yard that has a six foot privacy fence and should be placed a minimum of twelve feet (12') away from neighboring property lines.

Please note that all recreational equipment requires approval of the Architectural Control Committee (ACC). An Architectural Modification Application must be submitted to the ACC along with a site plan showing the area where the equipment will be located. For basketball equipment and trampolines, signatures of the neighbors adjacent to the property will be required.

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.

Basketball equipment and trampolines may not be used between the hours of dusk to dawn.

II. Signs

With the following exceptions, Owners must obtain the permission of the ACC before erecting any signs within the Properties.

- Standard community approved "For Sale" and "For Rent" signs will be used in Lakeside Preserve and may be obtained by contacting Creative Mailbox and Sign Design at 1-800-804-4809. An example of the approved sign is shown below.

The real estate sign for Lakeside Preserve may be obtained through a rental agreement that includes the use of the sign, installation and pick up and is at a cost of \$125.00 plus tax per unit. (See below for specifications.)

- When needed for permit purposes, contractors may place a sign box on the property during construction of the approved modification but no advertisement sign may be installed.
- "No Soliciting" or security/alarm notifications shall be limited to placards or stickers not to exceed six by eight inches (6" x 8") in size may be placed to the side of the front door frame or in a window near the front door or within the landscaped bed nearest to the front door of the home.
- Two signs advertising a political candidate or party may be posted in the front yard of a home five days prior to an election day and must be removed on the day following the election. Signs may not be larger than twenty-four inches (24") in height or width.

Standard Real Estate Sign



24" X 24" X 1/2" MDO, double sided
4" X 4" pressure treated post
painted white Blue background
with white vinyl copy, border and
logo.

JJ. Skylights and Solar Collectors

Skylights must be integrated as a part of the roof design. Color of framing should blend with the roof shingle color.

Solar collectors must be flush mounted on the roof and located on the rear and side roofs of the home and should not be installed so as to be visible from the street. No yard mounted solar collectors are allowed. Roof mounted solar equipment (excluding the solar panels) must match the roof color. (Note: Roof mounted solar collectors and

equipment may void that portion of the roof warranty where the panels are installed.)

KK. Storm/Hurricane Shutters

Permanently installed hurricane shutters may be accordion or roll-up style and must be approved by the ACC. Temporary shutters include lexan panels or similar type material, aluminum panels and fabric panels. While not advised, if using plywood panels they should be marine grade and ¾" thick. Any permanent attachment brackets that are required to be installed on the Home must be finished to match the color of that part of the Home to which it is attached.

Shutters may be closed or installed 72 hours prior to the expected arrival of a tropical storm or hurricane in the area and must be removed no later than three days after the warning is lifted. Should the panels not be removed, the Association is granted an easement to the property to remove the panels and the cost of labor shall be charged to the Owner. The Association is not responsible for any damages caused by the removal or for storage of the panels. In the event of an actual storm event causing substantial damage to the home, panels may remain in place for a period not to exceed six days. Community Manager must be notified of the need for the panels to remain in place.

Except as the ACC may otherwise decide, shutters may not be closed at any time other than a storm event. Under no circumstances may storm shutters or protective panels be used as a routine security measure.

LL. Swimming Pools/Spas/ Jacuzzis

Any swimming pool to be constructed upon any home site shall be subject to review by the ACC. The design must incorporate at a minimum, the following:

- The composition of the material must be thoroughly tested and accepted by the industry for such construction.
- 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.
- All applications for the installation of a swimming pool must be accompanied with a certified lot survey showing the proposed pool. The pool must comply with all applicable setback requirements. Once obtained, a copy of the building permit must be submitted to the ACC.
- Pool filter equipment must be placed out of view of neighboring properties and the noise level to neighboring properties must be considered in locating equipment. The need to screen equipment may be necessary. All screening must have the prior written approval of the ACC.
- Pool heating equipment must comply with all applicable building, zoning and fire codes. The need to screen equipment from public view may be necessary and screening must have the prior written approval of the ACC. Please refer to Section JJ for roof mounted solar panel guidelines.
- When screening the pool filter and heating equipment with landscaping, plants

shall be a minimum of thirty-six inches in height and provide seventy-five percent (75%) density at the time of installation. Plants shall be allowed to grow to the height of the pool equipment, then properly trimmed and maintained at that height. Any dead plants shall be replaced immediately with a plant of the same type and similar height.

- Only in-ground pools will be approved – above ground pools are prohibited.
- Spas and Jacuzzis must have the prior written approval of the ACC and should be of the in-ground type with the exception of above ground types not exceeding three feet (3') in height above the existing grade level. They shall be located in the rear yard and screened from street view and the view of any neighboring property.
- Screening of the pool is required either by fencing the property or by a screen enclosure. Screen enclosures require the prior approval of the ACC – see Section GG for screen enclosure installation standards. Plans of the proposed screen enclosure must be included with the application and a written description showing design, color, height, etc. is also required.
- Irrigation system must be re-installed to insure 100% coverage of sodded and landscaped property.
- At the time of pool construction a small gravel drain bed (French drain) is required to be installed for the purpose of draining chlorinated water discharged during backwashing or lowering of water level. Under no circumstances may chlorinated water be discharged onto lawns, other lots, common properties, streets or into storm drains or retention ponds. Damage, including erosion, to common areas due to backwashing will be repaired by the Association and all expenses incurred by the Association will be billed to the Owner.

MM. Water Softeners

Water softeners shall be screened from view from the street with landscaping or fence. See Section T for guidelines regarding screening of equipment. Installation may require a permit from the local municipality. Please check with the County Building Department. Discharge from water softeners shall be routed to an open air sanitary waste line or it may dump into a laundry tub or sewer line with a "P" trap. It shall not drain to the outside open areas.

NN. Windows, Awnings and Shutters

Owners may request to install energy conservation films on windows. No reflective tinting or mirror finishes (to include aluminum foil) will be permitted. Window tinting film applied to the interior of the windows shall be gray in color with no more than 21% solar reflectance and no less than 30% light transmittance. The degree of darkness allowed for non-reflective tinting shall remain with the ACC on a case by case basis. All tinting requests must be accompanied by a brochure or manufacturer's description. All requests must include a sample of the material to be used. This sample will remain with the application and will not be returned.

Window treatments shall consist of drapery, blinds, decorative panels or other tasteful

window covering. Any window treatments facing the front street of the Home should be white, off-white or other neutral color (i.e. interior shutters in a wood tone). Non-patterned neutral colored material or other temporary window covering (not to include newspaper) may be used for periods not exceeding 1 week after an Owner or tenant first moves into a Home or when permanent window treatments are being cleaned or repaired.

Awnings and shutters will be considered on a case-by-case basis. Awnings will be allowed only on the rear of a home and may not be roof mounted. Design, color and materials must be compatible with the home and neighboring properties. A sample of the color and material should accompany the request. Awnings with stripes, patterns, advertising or logos will not be allowed.

Shutters must appear as an integral part of the building elevation and must be made of materials that complement the home and neighboring properties. Color must coordinate with that of the home.

POLICIES, RULES AND REGULATIONS

The following section contains the policies, rules and regulations that have been adopted by the Lakeside Preserve Board of Directors. These policies have been adopted to provide the community manager and board continuity in managing the association's affairs as well as to provide the residents of Lakeside Preserve a clear understanding of the standards that have been put in place for the community. All residents and owners are expected to abide by the adopted policies, rules and regulations as well as the Declaration of Covenants and Restrictions that have been recorded in the public records of Manatee County.

I. ASSESSMENT COLLECTION POLICY

Due Dates.

The annual assessment as determined by the Association and allowed for in the Declaration, Articles of Incorporation and Bylaws ("the Documents") shall be due and payable in one or more installments, due on the first day of each year, quarter or month as approved by the Board of Directors. Assessments or other charges not paid to the Association by the tenth (10th) day of the month in which they are due are subject to late charges. Assessments not paid by the thirtieth (30th) day of the month in which they are due are subject to interest charges.

Invoices.

The Association may, but shall not be required, to invoice an Owner. If the Association provides an Owner with an invoice for Assessments, although invoices are not required, the invoice should be mailed or sent to the Owner between the 15th and 25th day of the month preceding each due date. These are normally sent by the Community Manager. Non-receipt of an invoice shall in no way relieve the Owner of the obligation to pay the amount due by the due date.

Late Charges Imposed on Delinquent Assessments or Installments.

Any Assessment not paid by the tenth (10th) day of the month in which it was due is subject to a late charge. The Association shall impose a \$25.00 late charge on the outstanding or past due balance. The late charge shall be the personal obligation of the Owner(s) of the Lot for which such assessment or installment is unpaid. Late charges are charged on assessment installments and not on any other costs. All late charges shall be due and payable immediately, without notice.

Interest Imposed on Delinquent Assessments or Installments.

Any Assessment not paid by the thirtieth (30th) day of the month in which it was due is subject to an interest charge. The Association shall impose 18% interest, per annum on the outstanding or past due balance. Interest is added monthly at the rate of 1½% on any unpaid assessment amount. Interest is not added to late charges, collection costs, legal fees or any other type of charges except assessments. The interest shall be the personal obligation of the Owner(s) of the Lot for which such assessment or installment is unpaid.

Collection Costs.

All costs and charges incurred by the Association shall become the personal obligation of the Owner(s) of the Lot for which such assessment or installment is unpaid. All late charges shall be due and payable immediately, without notice. This includes all letters required to be sent by Certified Mail which will be charged at a cost of \$10.00 per letter.

Return Check Charges.

In addition to any and all charges imposed under the Documents, the Rules and Regulations of the Association, or this Resolution, the following applies to returned checks or other instruments irrespective of the reason for return:

- a. A returned check charge, currently twenty five dollars (\$25.00), shall be assessed for any returned check irrespective of the reason for return.
- b. Such return check charge along with the value of the dishonored check or other instruments shall be payable immediately, upon demand.
- c. Notwithstanding this provision, the Association shall be entitled to all additional remedies as may be provided by applicable law.
- d. If two (2) or more checks or other instruments are returned unpaid by the bank within any fiscal year, the Association may require that all of the Owner's payments for a period of one (1) year, be made by certified check or money order.
- e. If after this one (1) year period, any checks or other instruments are returned unpaid by the bank, the Association may require that all of the Owner's future payments be made by certified check or money order.

Attorney Fees on Delinquent Accounts.

As an additional expense permitted under the Documents, the Association shall be entitled to recover its reasonable attorney's fees and collection costs incurred in the collection of any assessments or other charges due the Association from a delinquent owner. The reasonable attorney's fees and other collection costs incurred by the Association shall be due and payable immediately when incurred, upon demand. These charges may be considered an Individual Assessment.

Application of Payments Made to the Association.

Payments received from an owner will be credited in the following order of priority:

- 1. Interest, then to late fees, then to court costs and other costs of collection
- 2. Legal fees
- 3. All other charges incurred by the Association as a result of any violation of an owner, his/her family, employees, agents, licensees, of the Documents, Rules and Regulations or Resolutions
- 4. The General and/or Special Assessments for a lot. Payments shall be applied to the oldest month owed.

Member in Good Standing Status.

Any amounts owing for more than thirty (30) days, including late charges, collection costs, fines, and assessments shall result in the Member losing Good Standing Status. All services included in the monthly assessment including basic cable are subject to interruption or disconnect. The Association may refuse to approve any Architectural Modification Requests. The Member (tenant if applicable) and their family, guests and invitees are suspended from using all recreational facilities until Good Standing Status is restored.

Acceleration of Assessments.

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.

Collection Letters.

a. After any Assessment or other charge due the Association becomes ten (10) days past due, the Association may cause, but shall not be required to send, a "late notice" to the owner who is delinquent in payment.

b. If payment becomes thirty (30) days past due, the Association shall send a notice allowing the owner forty-five (45) days to make payment of all amounts due, including interest, late charges, attorney fees and any other costs associated with the preparation of the notice. The notice must be sent by registered or certified mail, return receipt requested, and by first class mail to the owner at their last address as reflected on the Association's roster, if the address is a United States address. If the address on the roster is different than the parcel address, then the notice must also be sent to the parcel address. If the address on the roster is not a United States address, then the notice will be sent to the out of country address and the parcel address by U.S. mail. Homeowners will be charged \$10.00 for each certified letter.

Liens.

The Association may file a Notice of Lien against the property of any owner in accordance with the terms and provisions of the Documents. A copy of the recorded Notice of Lien shall be mailed to the owner and Mortgage Lender with a request that the lender send a letter to the delinquent owner advising the owner of the lender's option to accelerate the mortgage debt. These actions are performed by the Association's attorney and the costs for these actions, which are usually several hundred dollars, are added to the lien amount.

Referral of Delinquent Accounts to Attorneys.

The Association may, but shall not be required to refer delinquent accounts to its attorneys for collection. Upon referral to the attorneys, the attorneys shall take all appropriate action, including legal required notices, to collect the accounts referred. Once the Association has referred a delinquent account to its attorneys for collection, neither the Association nor its managing agent shall correspond with the owner concerning this matter nor accept payment from the owner concerning the delinquency.

Referral of Delinquent Accounts to Collection Agencies.

The Association may, but shall not be required to refer delinquent accounts to one or

more collection agencies for collection. Upon referral to a collection agency, the agency shall take all appropriate action to collect the accounts referred.

Waiver.

The Association may, but is not required to, grant a waiver of any provision herein upon petition in writing by an owner showing a personal hardship. Such relief granted an owner shall be appropriately documented in the files with the name of the person or persons representing the Association granting the relief and the conditions of relief. In addition, the Association is hereby authorized to extend the time for the filing of liens and lawsuits, or to otherwise modify the procedures contained herein, as the Association shall deem appropriate under the circumstances.

Notification to Owners.

The Association shall cause all owners to be notified of this Resolution and the late charges, returned check charges and attorney's fees to be imposed after the effective date of those provisions of this Resolution. All other policies and procedures set forth in this Resolution shall be effective immediately.

Ongoing Evaluation.

Nothing in this Resolution shall require the Association to take specific actions other than notify homeowners of the adoption of these policies and procedures. The Association has the option and right to continue to evaluate each delinquency on a case by case basis. The Board may, but is not required to, grant a waiver of any provision herein upon petition in writing by an owner showing a personal hardship. Any relief granted to an owner shall be appropriately documented in the files with the name of the Board representative granting the relief and the conditions of relief. In addition, the Board may extend the time for the filing of liens and lawsuits, or to otherwise modify the procedures contained herein, as the Board shall deem appropriate under the specific circumstances of said owner.

II. ARCHITECTURAL CONTROL COMMITTEE APPLICATION FEE

A fee of \$50.00 will be charged to each applicant requesting a modification to the exterior of the applicant's home or lot. The application fee will be waived to all applicants that 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.

This waiver will not apply to any application that may require review by a professional in a specialized field such as architecture, engineering, etc. In such instance, the fee charged by the professional may be assessed as an individual assessment to the applicant and collection of the fee will be in accordance with the Declaration of Covenants Conditions, Easements and Restrictions for Lakeside Preserve.

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, Easements and Restrictions for Lakeside Preserve.

III. COVENANT'S ENFORCEMENT POLICY

Upon signing a contract to purchase a home in Lakeside Preserve, the buyer contractually agreed to abide by the governing documents of the Lakeside Preserve Homeowners' Association ("Association"). This contractual obligation applies to all owners whether they live in the home or purchased the home as an investment property. The governing documents include the DECLARATION OF COVENANTS, AND RESTRICTIONS FOR LAKESIDE PRESERVE HOMEOWNERS' ASSOCIATION, INC. ("Declaration") which is recorded in the public records of Manatee County and any adopted rules and regulations. (Note: Florida Statute 720.401 requires the seller of a home to provide a disclosure statement to a buyer upon contracting for sale of the property. The disclosure statement notifies the buyer of the fact that the property may have deed restrictions and how to obtain a copy.)

Following are procedures to be followed for the failure by a Member, their tenant, guest, etc. to abide by the Declaration and the Association's duly adopted rules and regulations:

Definitions

- 1 **Member in Good Standing Status** – a Member who is not in violation of their contractual obligation with the Association either because of unpaid assessments or unresolved or repetitive violations. Please see Member in Good Standing Policy.
- 2 **Notice** – any letter deposited in an official depository or collected by an authorized representative of the U.S. Postal Service which is addressed to the homeowner at the last known address provided to the Association and contains proper postage.
- 3 **Receipt of Notice** – date that Certified, Return Receipt letter is signed for, or the date that a Priority Letter with Delivery Confirmation is placed in your mailbox as confirmed by the U.S. Postal Service or three (3) business days following the postmarked date on any regular mail that satisfies the Notice requirements above. Failure to claim Certified, Return Receipt letters does not stop the process.
- 4 **Sanctions** – one or more of the following: costs relating to the violation including letters, travel time and after hours time, costs of lawn service, etc.; monetary fines; and loss of Member in Good Standing Status.

Process

- 1) 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 Declaration of Covenants, Conditions, Easements and Restrictions of Lakeside Preserve Homeowners' Association, Inc. The Member will have fourteen (14) days to bring the violation into compliance, with the exception of commercial vehicle violations which will automatically be subjected to fines any time they are observed within the Community.

- 2) Homeowner complies within the fourteen (14) day period. Community Manager monitors on next inspection and sends out Thank You letter. OR
- 3) Homeowner doesn't comply within fourteen (14) day period:
 - a) For a lawn maintenance issue, a lawn service provider is sent in to remedy situation. Homeowner is charged actual cost of service plus \$25 administrative fee each time the lawn service performs any services. Lawn service continues performing services until homeowner notifies Community Manager in writing that they are prepared to maintain to Community Standards.
 - b) Second letter is sent (Priority or Certified and regular mail). This letter notifies the homeowner that the violation has not been corrected as previously requested, details the proposed sanction, and informs the homeowner that they may make a **written request** for a hearing **within fourteen (14) days from receipt of the letter** and a statement that if they do not do so, the proposed sanctions will be imposed. Failure to claim the certified letter or attend the meeting does not stop the process. Homeowners are charged \$10.00 for each Certified or Priority Mail letter.
 - c) If no hearing is requested, the proposed sanctions shall be imposed.
 - d) If a hearing is requested, in writing, within the fourteen (14) day period after receipt of the second letter, the violation will be heard at the next Covenants Enforcement Committee meeting on the 1st Tuesday of each month beginning at 6:00 pm. Meetings are normally held at the clubhouse. The Community Manager will assign each violation a 10 minute slot in front of the Committee. Minutes of the Committee meeting shall contain a statement of the results of the Committee hearing and the sanction, if any, that was imposed.
 - e) Community Manager sends Certified letter (another \$10 charge) and regular mail with explanation of Committee action and invoice for fines and costs which are payable in 30 days by separate check, payable to Lakeside Preserve Homeowners' Association, Inc. Fines and costs may be deducted by Direct Debit if authorized in writing by the owner.
 - f) If not paid in 30 days, Community Manager turns over to the Association's attorney who sends a final demand letter (\$75-\$100). If not paid, attorney files Small Claims Court case. If Association prevails, homeowner is responsible for all of the Association's attorney fees and court costs.
 - g) Following the hearing with the Covenants Enforcement Committee, the violator shall have the right to appeal the decision to the Board of Directors. To do so, the written request for appeal must be received by the Community Manager within ten (10) days from receipt of the notice of Committee action and invoice. No appeal will be heard on any violation that was not **first heard** by the Covenants Enforcement Committee. Any invoiced costs and fines shall

be paid as required, even if prior to the appeal hearing. If the Board reverses the Committee's decision, they will instruct that the fines and or costs be refunded.

- h) Fines per occurrence will be assessed each time the violation is observed. Additional written notices are not necessary.
- i) Daily fines will begin following receipt of notice and will continue until the violation is cured, and the Community Manager receives written request to reinspect the violation. Daily fines will be suspended until the Community Manager inspects the violation. 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.
- j) Any recurrence of a previously resolved violation within ninety (90) days from the resolution will be considered a continuing violation. For example, if you receive a reminder notice to edge your grass, you do so and get a thank you letter, and 3 weeks later the grass needs edged again, it will be treated as a continual violation.
- k) Members will be restored to a Good Standing Status when all good standing criteria have been met and the violation has been rectified. After reviewing the Member's account, the Community Manager will issue a letter stating that "good standing" status has been restored.
- l) Penalties may be accelerated when violator has caused revenue to be lost by the Association or damages to the Association or its' Member's property. In all cases of violations resulting in lost revenue to the Association, the penalty shall be in addition to payment of the lost revenue or property damage.

NOTE: Until such time as a Covenants Enforcement Committee is in place, the Community Manager will send all final notices of violation to the Association's Attorney for intervention. Any and all costs associated with gaining compliance from the owner will be a charge against the owner's account and collectable through normal legal collection processes allowed by the governing documents.

COVENANT VIOLATION FINING SCHEDULE

Chapter 720 Florida Statutes Homeowners' Associations	Chapter 720 of the Florida Statutes regulates Homeowners' Associations like Lakeside Preserve and takes precedence over the Lakeside Preserve documents listed below. Anytime that there is a discrepancy between this statute and the Lakeside Preserve documents, the statute will prevail.
Declaration of Restrictions and Covenants (CCR's)	The CCR's are recorded in the public records of Manatee County. They create obligations which are binding upon the Association and all present and future owners of property within Lakeside Preserve. The CCR's contain the plan of development, the method of operation and the rights and responsibilities of the association and the owners of property within the association.
Articles of Incorporation	Filed with the Florida Secretary of State and as an exhibit to the CCR's, the Articles establish the Association as a not-for-profit corporation under Florida law.
By-laws	Details how the Association's internal affairs will be conducted. Included in this document are the requirements for noticing and conducting meetings, voting rights of members, elections procedures, and job descriptions for officers and committees. This is recorded as an exhibit to the CCR's.
Amendments or Supplements	These are recorded at some point after the CCR's are recorded and may add land or impose additional obligations or restrictions on the property. Amendments may be made to the CCR's, Articles and By-laws by the Developer until such time as the Association is transitioned to homeowner control or they may be amended by a vote of the membership as outlined in the CCR's, Articles and Bylaws.

Violation Description	1st Violation	2nd Violation	3rd and repeated Violation:
Commercial Vehicles	\$75.00	\$100.00 + \$100.00 each occurrence	\$100.00 + \$100.00 each occurrence
All other vehicle violations including Parking	Warning	\$75.00 + \$100.00 each occurrence	\$100.00 + \$100.00 each occurrence
Lawn Maintenance 1 item	Warning	\$50.00	\$100.00 + \$50 per day
Lawn Maintenance 2 or more items	Warning	\$75.00	\$100.00 + \$100 per day
Exterior Maintenance Issues	Warning	\$50.00	\$100.00 + \$100 per day
Items in Public View except Garbage Cans	Warning	\$50.00	\$100.00 + \$50 per day
Garbage Cans	Warning	\$50.00	\$100.00 + \$100.00 each occurrence

Please note that the above schedule of fines does not include costs. In addition, revocation of Member in Good Standing Status could result in additional penalties including suspension from recreational facilities.

Daily fines may not exceed \$1,000 in total per each violation. Please note:

- Committee will not discuss cases individually or outside of meetings.
- It is recommended that all communication concerning your circumstances, citations, etc. be put in writing and sent to the Community Manager via email or regular mail, so that the Committee may be informed of these issues when making their decisions.
- If you do not understand your first letter, please call and get clarification. If you wait until the second letter, you will probably get a fine and if it's a lawn issue the lawn service will have already been sent in.

IV. E-MAIL USAGE

- 1 Board members may receive meeting notices and support documentation, minutes, relevant correspondence and other information relating to the daily operations of the Association by email.
- 2 Board members may execute written consents in lieu of meeting by email.
- 3 Committee members may receive meeting notices and support documentation, relevant correspondence and minutes by email.
- 4 Announcements, notices of meetings, Association Documents, Community Guidelines, forms, and the like may be distributed to Members (tenants if applicable) via email to those you consent to such receipt by providing their email address.
- 5 The Board of Directors may choose to conduct online surveys or voting.
- 6 The following items will not be sent nor accepted by email:
 - i) Assessment Certifications
 - ii) Requests to Access Records
 - iii) Estoppel Letters unless authorized by the recipient
 - iv) Notices of Violations of the Rules
 - v) Notices of Delinquent Assessments
 - vi) Any notices requiring executed mailing affidavits
 - vii) Any notices, mailings, etc. not permitted to be electronically transmitted by the Association's Documents or Florida Statutes.

V. EXTERIOR MAINTENANCE OF STRUCTURES AND GROUNDS

- 1 Lots and homes shall be maintained in a neat and attractive manner at all times.

- 2 Homes, fences, mailboxes and other structures located on the lot must be kept clean. Algae and mildew growth must be removed at first indications of "turning green". Driveways must be kept clean of debris, oil and mildew.
- 3 Homes must be re-painted at first signs of paint failure. Signs to include but not be limited to chalking of paint, high/low colors, bare materials showing through paint, minor cracks or outline of concrete blocks showing through paint. Home must be re-painted or a variance request made within forty-five (45) days of notification from the community manager.
- 4 Damaged materials, gutters, doors, or broken windows must be replaced and appropriate touch up of surrounding area completed within thirty (30) days of notification by the community manager.
- 5 Trash and garbage should not be allowed to accumulate or be stored in view of the public and must never be allowed to create a health hazard to others. This includes but is not limited to newspapers and flyers on the driveway, grass, tree and shrub clippings, etc.
- 6 Storage of materials for building projects, furniture, ladders, garden supplies, shoes, toys, etc. must be out of public view and within the garage or a fenced area. Front entry porch, even when enclosed with a screen is not an appropriate storage area.
- 7 Limited furniture may be approved for the front entry area. All other lawn furniture, grills, etc. must be stored in the backyard out of public view (cannot be seen from the street).
- 8 All fences must be kept clean and in good repair.
- 9 Landscape borders, trellises and lawn ornaments must be kept in good repair and removed when damaged or colors faded.
- 10 All screen enclosures must be maintained and may not become a storage area. Screens (enclosures, windows and doors) must be replaced when torn or damaged and loose panels must be re-installed. All screen material must be charcoal in color.
- 11 Play equipment and toys should at all times be kept in the rear of the home and screened from public view by a fence or landscaping. Canvas canopies on playsets must be replaced when faded or torn.

After proper notification is given to the owner, the Association has the right to enter a property and complete any repairs or maintenance if the owner does not respond within the specified period of time. Should the Association contract for providing the needed maintenance, the cost of materials, labor, administrative charges and out-of-pocket expenses for the Association plus any attorney fees will be charged against the homeowner and a lien immediately placed against the property.

VI. LAWN MAINTENANCE STANDARDS

The following lawn maintenance standards apply to landscaping maintained by Owners and residents of Lakeside Preserve.

Trees. Trees are to be pruned as needed and shall be maintained with a canopy no lower than eight feet (8') from the ground.

Shrubs. All shrubs are to be trimmed as needed.

Grass. Grass shall be maintained in a neat and appropriate manner. In no event shall an Owner's lawn get in excess of five inches (5") in height. This includes the grass between the sidewalk and the street.

Edging. Edging of all street, curbs, beds and borders shall be performed as needed to prevent grass "runners" from growing onto driveways, sidewalks, curbs and into landscape beds. Grass along the walls of the home shall be edged. Grass along your fence shall be edged if the neighbor's yards have not been fenced. If the neighbor's yards have been fenced, they shall be responsible for edging along the fence line inside their back yard.

Mulch. Mulch is to be turned several times each year and shall be replenished as needed on a yearly basis.

Insect Control and Disease. Insect control and disease shall be performed on an as needed basis. Failure to do so could result in additional liability if the disease and insect spread to neighboring properties. Dead grass shall be removed and replaced within thirty (30) days of dying. Only St. Augustine grass is permitted in the front yards and side yards facing a street.

Fertilization. Fertilization of all turf, trees, shrubs, and palms shall be performed at a minimum of three (3) times a year during the following months: February, June and October.

Irrigation. Sprinkler heads shall be maintained on a monthly basis. All components of the irrigation system, clock, pump stations and valves shall be checked as needed by an independent contractor to assure proper automatic operation. (See Master Irrigation System Guidelines for more detail.)

Weeding. All beds are to be weeded upon every cut. **Weeds growing in joints in curbs, driveways, and expansion joints shall be removed as needed.** Chemical treatment is permitted.

Trash Removal. Dirt, trash, plant and tree cuttings and debris resulting from all operations shall be removed and all areas left in clean condition before the end of the day. Trash may not be placed at curb until scheduled trash pick up day.

Failure to Comply. Owners who are not in compliance with these lawn maintenance standards will receive notification from the Community Manager

and will have ten (10) days to comply. If non-compliant on the 10th day the Community Manager will hire a landscape contractor to bring the lawn and/or landscaping into compliance. The Association will charge an administrative fee of \$25.00 plus the cost of the lawn contractor's services which will both be a specific assessment against the Lot. In addition a second notice of non-compliance at a cost \$10.00 will be issued and the homeowner will be referred to the Covenants Enforcement Committee.

VII. MASTER IRRIGATION SYSTEM GUIDELINES

The developer has installed a master loop irrigation system for use by the residents of Lakeside Preserve Homeowners' Association (Lakeside Preserve) and the common areas owned and maintained by the Association. Irrigation water is NOT potable water but is drawn from a lake that is recharged from an underground well and surface water. The Association will own, maintain and operate the Master Irrigation System according to the guidelines that are listed below. These Master Irrigation System Guidelines are subject to periodic review and revision by the Board of Directors of Lakeside Preserve Homeowners' Association.

1. Association will be responsible for the Master Irrigation System on all common areas of the community.
2. Association will be responsible for the Master Irrigation System up to and including the meter box for each individual lot which is located in the public right of way.
3. Owners will be responsible for the Lot Irrigation System beginning at the valve box and covering all portions of the lot, to include the area between the sidewalk and back of curb of the street.
4. Association has established a watering schedule (attached) for the purpose of insuring that each lot will receive irrigation water sufficient to maintain the landscape materials on the lot and to meet the water use restrictions set forth by Manatee County and Southwest Florida Water Management District. Due to the water use restrictions and the capacity of the Master Irrigation System, residents may not deviate from this irrigation schedule without express approval in writing from Association.
5. All homes will have a lockable irrigation system timer box installed on the outside of the home. A key will be provided to each owner at the time of closing and to the community management company. Owners will be responsible for replacing damaged or faulty irrigation timers and forwarding a key to the community management company.
6. Association has contracted with the landscape maintenance contractor to inspect each timer box on a monthly basis and to re-set any box that is not set for the right time and day. Community manager will be notified of all incorrectly set irrigation system timers. Residents that routinely change irrigation system timers to run at unapproved times, will be charged a Special Assessment in the amount of \$100 or such other amount as the Board may deem appropriate for damages caused by

excess stress applied to the master irrigation system. Multiple violations of this guideline may result in legal action being taken against the owner or the Lot Irrigation System being disconnected. Should the Lot Irrigation System be disconnected, the resident will still be responsible for maintaining the landscape materials to community standards.

7. Residents are encouraged to perform periodic Lot Irrigation System checks to ensure that the system is functioning properly. Residents should reposition irrigation heads and make any repairs that they have the ability to perform or a certified technician should be contracted to make the repairs.
8. Any resident planning a project that will require reconfiguring the Lot Irrigation System (i.e., installing pool, enlarging patio slab, creating new landscape beds), should arrange for the system to be disconnected prior to the project being started. All projects should have the prior approval of the Architectural Control Committee.
9. In instances where the power is out for more than two hours, resident should reset the timer box to assure that it is in compliance with the watering schedule.
10. Should you observe a leak in the Master Irrigation System or an Individual Lot Irrigation System where the home is unoccupied, please contact the community manager with the location of the needed repair. Residents are responsible for correcting all Individual Lot Irrigation System leaks on their property in a timely manner.
11. Owners are responsible for maintaining lawns and landscaping on their lot to meet community standards at all times. Association has the right to enter upon a lot and perform necessary maintenance. All costs associated with such maintenance will be invoiced to the owner as a Special Assessment as defined in Article V, Section 5, Paragraph 2 of the Declaration of Covenants, Conditions, and Restrictions for Lakeside Preserve.
12. Contact information for Lakeside Preserve Property Owners' Association is:

Management Company – Avatar Property Management Group, Inc.
PO Box 20938
Sarasota, FL 34276
(941) 921-9538 phone and fax

Chart to be inserted

VIII. MEMBER CODE OF CONDUCT – GENERAL

Improper conduct, obscenities, verbal or physical threats by Members (and tenant if applicable) will not be tolerated anywhere on Community Property. Actions of any person of any nature, which may be dangerous, create a health or safety problem, create a hostile environment, or disturb others, are not permitted. This includes noise, intoxication, quarreling, threatening, fighting, offensive or abusive language or behavior. Members (and tenant if applicable) are responsible for the behavior of their family, guests and invitees.

Loud noises or noxious odors from motor vehicles (including automobiles, motorcycles and off-road vehicles) or large power tools will not be permitted. Items that may unreasonably interfere with the television, radio reception or bandwidth of any Owner may not be located, used or placed on any portion of the Community. The Board shall have the right to determine if such conditions constitute a nuisance. This provision shall also apply to all contractors operating within the neighborhood. Any noise which unreasonably interferes with the peaceful occupation of a resident's premises is prohibited.

Members (and tenant if applicable) are expected to conduct themselves properly with due consideration for each other and Members of the Association. Members (and tenant if applicable) shall not engage in any behavior that would create liability, higher insurance costs, negative publicity or the like for the Association. The Board of Directors has the power to discipline any person for conduct, which in its opinion tends to endanger the welfare, interest or character of the Association, its Members, residents, tenants, officers and directors, agents, vendors and contractors, and guests and invitees.

Members (and tenant if applicable) must at all times behave with common courtesy and civility, and refrain from the use of abusive, rude, threatening, or crude language. There shall be no attempt to intimidate, harass, threaten or attempt through any means to control or install fear in another Members, residents, tenants, officers and directors, agents, vendors and contractors, and guests and invitees.

Language will be professional and differences of opinion shall be expressed in a clear and business-like fashion. Personal attacks, slurs, obscenities or the like against Members, residents, tenants, officers and directors, agents, vendors and contractors, and guests and invitees are prohibited and are not consistent with the best interest of the Association.

Any person who verbally threatens the physical well-being of another person, or who engages in behavior which may be dangerous, create a health or safety problem, create a hostile environment, or otherwise disturb others may be reported to the local law enforcement agency.

Management shall have the right to ask any person(s) to cease their conduct and/or leave the premises as a result of conduct which serves to harass or annoy other persons using the Community Property. If the person(s) causing or participating in inappropriate behavior refuse to cease their activities and/or leave the premises promptly when directed, they will be advised that the failure to do so immediately will accelerate the

seriousness of the violation of this rule and fines may be assessed accordingly. At the discretion of Management dealing with the situation, they may seek assistance of the local law enforcement agency to maintain order.

For the purpose of the above, "Management" shall be defined as a representative of the Management Company, or a member of the Association's Board of Directors.

IX. MEMBER CODE OF CONDUCT – MEETINGS

Lakeside Preserve Homeowners' Association (Lakeside Preserve) conducts an annual meeting of the Membership, Board of Directors Meetings and Special Membership Meetings as necessary. Every Member of Lakeside Preserve shall have the right to speak at meetings to the extent required and permissible under Florida Statute Section 720.303 (2). Members are invited to attend all meetings. It is essential for the efficient transaction of Association business being conducted at these meetings that all Members conduct themselves in an appropriate manner that serves the best interests of the whole Association. Members are expected to adhere to the following Code of Conduct at all meetings. When fewer than ten Members are in attendance, some codes may be relaxed. The Association shall have the authority to enforce this Code of Conduct using any means available under the governing documents or state law.

- At meetings of the Board of Directors, the Members will not participate in the business portion of the meeting (with the exception of agenda items where 20% of the Membership has petitioned in accordance with state statute to address the topic).
- At every Board meeting, a public forum will be held at the beginning of the meeting to allow Members to address concerns regarding the agenda or other Association related items. Members must sign in with the Secretary in order to be recognized and will be allowed a maximum of three (3) minutes to speak. If the concern warrants a Board action, it will be placed on the agenda for the next scheduled meeting of the Board. In cases where an action is needed sooner than the next scheduled meeting, the Board may consider the topic under New Business or choose to take an action without a meeting and ratify the action at the next scheduled meeting.
- Members must sit quietly and refrain from speaking until recognized by the meeting chair.
- During reports at General Membership Meetings (Annual or Special), Members should hold all questions until the reports are finished, then raise their hands and wait to be recognized.
- Members must not interrupt anyone who validly has the floor, or otherwise disrupt the meeting.
- When speaking, Members must abide by the time limit that has been adopted by the Board. Unless announced otherwise at the beginning of the meeting, the time limit will be three (3) minutes.

- Members must refrain from engaging in personal oral attacks on either Board Members or fellow Association Members and should refrain from using other Members' names when speaking.
- All remarks should be addressed to the Board, not the audience.
- During General Membership Meetings, comments must be confined to the agenda item being discussed.
- Members may not speak for a second time until everyone who wants to speak has been given a chance to speak once.
- Members may not speak more than twice on any one issue, subject to the discretion of the meeting chair.
- Members must obey all orders made by the meeting chair, including an order to step down.
- Members must at all times behave with common courtesy and civility, and refrain from the use of abusive, rude, threatening, or crude language.

X. MEMBERS IN GOOD STANDING

1. A Member in "good standing" shall be defined as a Member who has fully paid all installments due for assessments made against the Member and/or his/her Lot/Unit, together with all interest and late charges, costs, attorney's fees, penalties, fines and other expenses.
2. A Member in "good standing" shall be defined as a Member who has no unresolved violations of the Community Standards.
3. A Member in good standing shall be further defined as a Member who has not received a third warning or higher on any violation within the last twelve (12) months or a cumulative number of citations greater than four (4) of any level.
4. Members who seek to challenge a determination that they are not in good standing shall be heard by the Covenants Enforcement Committee.
5. Members who are not in good standing, as defined in items 1., 2. and 3. above shall not be permitted to serve on the Association's Committees, Board of Directors, etc.
6. Members who are not in good standing, as defined in items 1. and 2. above, are considered in default of their contractual obligation to the Association and until this breach of contract is cured, the Association may not consider any Architectural Modification Requests.
7. Members who are not in good standing, as defined in item 1. above, are considered in default of their contractual obligation to the Association and until this breach of contract is cured, the Association may suspend any and all services included in the monthly assessment.

XI. PETS

1. All pets (dogs and cats) are subject to the Manatee County Ordinance Chapter 2-4 Animals as well as Section 12.2 of the Declaration of Covenants, Conditions and Restrictions of Lakeside Preserve Homeowners' Association, Inc.
2. Animals must be leashed and under control when outside. Dogs and cats are not permitted to roam the neighborhood.
3. Pets (dogs and cats) are not permitted on the playgrounds, within retention or other natural areas, or on another Owner's property without their permission.
4. Animal noise cannot interfere with the quiet enjoyment of residents.
5. Designated areas for pets (dogs and cats) are along the main streets on the grassy area between the sidewalks and paved road surface.
6. Any pet (dogs and cats) feces must be removed by the individual in attendance and disposed of in the doggie station receptacles provided or their personal trash receptacle. Depositing pet feces in retention areas, storm drains or on other Community Property is prohibited.
7. Pets will not be chained or tethered outside.
8. Manatee County Ordinances require that all dogs and cats be vaccinated against rabies annually and all dogs shall wear a current County animal license tag.

Manatee County Animal Control Ordinances are enforced by Animal Services. Please review the Manatee County Ordinance on Animals to learn more about the ordinance and how it is enforced by logging onto www.mymanatee.org. For enforcement services, contact

Manatee County Animal Services

305 25th Street West
Palmetto, FL 34221
Phone: (941) 742-5933
Fax: (941) 723-4708

XII. POLICY ADOPTION PROCEDURE

In the interest of promoting responsible governance and providing homeowners with information on how their Association is run, it is the intent of this policy to define the procedure by which matters of policy consideration are pursued and show how and when members may become involved in the policy-making process.

The Association is administered by its Board of Directors, which is both empowered and responsible for establishing policies and standards for the Association that contribute to efficient governance. The individuals elected to serve on the board have a fiduciary responsibility to make decisions that, in their opinion, serves the best interest of the community and supports the purposes of the association, as defined in the Declaration.

Members have certain voting rights after turnover from developer control such as electing directors to the board or voting them off the board; and voting on amendments to the governing documents. Beyond that, the powers of the Association are given to the Board of Directors. Given that structure, it is more easily understood why the policy-making process is primarily handled within the Board and not as a community-wide process.

Some policies are required by State statute while other policies come about as a result of a need for process, consistency, broadened application of the governing documents, or remedy of a situation that is or may negatively impact the community.

A. Operational Policies and Procedures

Matters of day-to-day administration are generally tasked to the Management Company. Certain procedures are discussed by the Board and adopted into a Policy Resolution as a means of giving Management the direction and authority to act on the Board's guidance as "standard operating procedure." Matters that are procedural and relate directly to the services of Management include (but are not limited to):

1. Collection of unpaid assessments;
2. Enforcement of covenants;
3. Inspection and copying of association records by unit owners; and
4. Financial management, including investment of reserve funds
5. Board Member Code of Ethics
6. Conduct of Meetings
7. Adopting and amendment of policies, procedures and rules.

These procedural policies are established by completing a thorough review of the Association's governing documents and then adding, as determined appropriate by the Board of Directors, any additional steps to more clearly define the process, as many times the governing documents are written in generalities, lacking specific details that would make a process complete.

Operational policies are typically drafted with direction received from the Management Company, based on their experience and expertise. Prior to the policy being finalized, it is reviewed by the Association's legal counsel to ensure that it complies with the governing documents and other governing authorities.

Operational policies may be amended as deemed necessary and/or appropriate by a majority vote of the Board of Directors.

B. Community Standards

Rules for the community, referred to as the "Community Standards," may be proposed by:

1. Recommendation by a member;
2. Recommendation by a committee member;

3. Recommendation by a board member or collectively by the board; or
4. Recommendation by management.

When a recommendation for a policy which establishes (or amends) a community standard is received, the Board of Directors shall discuss the merits of the proposed standard(s) in its regular board meeting, which is held in open session. The Board typically will not solicit input from the members prior to voting on a matter such as this; however the Board may opt to obtain feedback from some or all of the members prior to making a final decision.

Once a new standard (or amended standard) has been approved by the Board, it is documented for distribution to the membership. Such distribution may be done by electronic notice, written notice distributed by U.S. Mail, community newsletter, website, or new resident welcome packet.

A member has the right to voice their disapproval of a policy and/or standard (hereafter referred to collectively as "policy") voted by the board. The member must request, at least one week prior to the meeting, to be placed on the meeting agenda. At the meeting, the Board will hear the member's opinion. (The Board may limit the amount of time that the member is given to present their issue.) Upon consideration of the information presented, the Board will make a decision as to whether the policy should be revised or rescinded.

XIII. PORTABLE STORAGE/MOVING CONTAINERS

Portable storage/moving containers (commonly known as pods) or any similar units designed for the temporary storage or transportation of a resident's personal household goods must be located in the resident's own driveway for no more than 10 consecutive days.

Such containers may not be located on the streets, any Common Areas or Community Property or in designated fire or traffic lanes, and may not block public sidewalks or obstruct the access of other residents. Such containers may be located in a neighboring resident's driveway with the neighboring resident's prior written permission.

Use of such containers for commercial or home business storage or for a period in excess of 10 days is expressly prohibited. These containers shall not be used for long-term storage on-site. If longer-term storage is needed, please utilize an off-site storage facility. Under special circumstances, the Association may issue permits for time extensions and schedule variations, provided that permission is requested ahead of time.

After proper notification is given to the owner, the Association has the right to enter a property and have the container removed if the owner has failed to comply with these standards. All related costs to enforce these standards including administrative charges and out-of-pocket expenses for the Association plus any attorney fees will be charged against the homeowner and a lien immediately placed against the property.

XIV. UNIMPROVED LOT MAINTENANCE STANDARDS

The following unimproved lot maintenance standards apply to all unimproved lots within Lakeside Preserve that are owned by builders or individuals.

NPDES. All unimproved lots must be maintained within the guidelines set forth by the Clean Water Act and meet the National Pollutant Discharge Elimination System (NPDES) regulations.

Vegetation. Vegetation such as grass should be used on all unimproved lots to stabilize soil surfaces and reduce runoff and sediment.

Grass and ground cover vegetation. Grass and ground cover vegetation shall be maintained at a height not in excess of twelve inches (12"). This includes any vegetation that may be growing on stockpiled dirt.

Edging and trimming. Edging of all streets and curbs shall be performed as needed to prevent grass "runners" from growing onto the pavement. Trimming around sign posts, light poles, and utility stub-outs shall be a part of this maintenance program.

Trash Removal. Any trash, plant cuttings and construction debris resulting from construction operations or illegal dumping shall be removed immediately and the lot shall be kept in a clean condition.

Stockpiling. Stockpiling of dirt or fill materials will be allowed on a temporary basis. Stockpiled dirt may not be higher than seven feet and must have a silt barrier installed to prevent washing of dirt into the street and storm water system. Any stockpiled dirt that will be on the lot for a period exceeding fourteen (14) days must have a silt barrier installed and a tarp, covering no less than 75% of the soil should be placed over the stockpile to prevent fugitive dust.

Silt barriers. Silt barriers must be inspected and maintained in a manner that ensures they are functioning properly. They should be removed once all construction in that area is completed.

Street cleaning. Streets must be swept as required to keep them free of sediments and stone from the unimproved lot.

Failure to Comply. Owners of unimproved lots who are not in compliance with these maintenance standards will receive notification from the Community Manager and will have ten (10) days to comply. If non-compliant on the 10th day, the Community Manager will hire a contractor to bring the lot into compliance. The Association will charge an administrative fee of \$25.00 plus the cost of the contractor's services which will both be a specific assessment against the Lot. Owner may be fined for continued failure to comply. See Covenants Enforcement Guidelines for details.

XV. VEHICLES, PARKING AND MAINTENANCE STANDARDS

A. Commercial Vehicles

No vehicles displaying commercial advertising (lettering, graphics or other commercial

insignia) shall be parked within the public view with the exception of:

- vehicles used by a company that is providing a service to the common areas or a resident. These vehicles may only be parked within Lakeside Preserve for the time that the service is being provided; or
- such lettering, graphics or insignia is/are completely covered with a magnetic or other type covering of the same color as the vehicle.

Commercial vehicles used in business for the purpose of transporting goods, equipment and the like shall only be allowed to be parked inside of the home's garage and may not be parked within the public view. The only exception is a service provider while providing a service to the common areas or a resident and these vehicles may not remain parked within Lakeside Preserve overnight.

No vehicle displaying racks, hooks, tool boxes or ladders may be parked within Lakeside Preserve except by a service provider while providing a service to the common areas or a resident. These vehicles may not remain parked within Lakeside Preserve over night unless parked within the home's garage.

The term commercial vehicle shall not be deemed to include recreational or utility vehicles (i.e. Broncos, Blazers, Explorers, etc.) up to 21'5" in length or clean "non-working" vehicles such as pick-up trucks, vans, or cars if they are used by the Owner on a daily basis for normal transportation and do not have lettering, graphics or other commercial insignia on it.

For any resident who drives an automobile issued by the County or other governmental entity (i.e., police cars), such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Home.

These provisions shall not apply to construction vehicles in connection with the construction, improvement, installation or repair by developer or builders of homes, common areas or any other Lakeside Preserve facility.

B. Parking and Street Usage

Residents' automobiles shall be parked in the garage or driveway and shall not block the sidewalk. In either case, the automobile's height should not prevent the automobile from entering the garage. Parking on the grass whether on the lot or on common area is not allowed.

No vehicle which cannot operate on its own power or which does not have a current license plate shall remain in Lakeside Preserve for more than twelve hours, except in the garage of a home.

No vehicles shall be stored on blocks, nor may inoperable vehicles or vehicles with parts removed be stored or parked in Lakeside Preserve, except as may be temporarily required and should be stored within the garage of the home.

No commercial vehicle, limousines, recreational vehicle, boat, trailer, including, but not limited to, boat trailers, house trailers, and trailers of every other type, kind or

description, or camper, may be kept within Lakeside Preserve except in the garage of a home. Notwithstanding the foregoing, a boat and/or boat trailer may be kept within the fenced yard of a home so long as the boat and/or boat trailer, when located within the fenced yard, are fully screened from view by such fence and cannot be seen above the fence line or through the fence sections.

Recreational vehicles, personal street vans, personal trucks and personal vehicles that can be appropriately parked within standard size parking stalls may be parked in Lakeside Preserve.

No vehicles of any nature shall be parked on any portion of Lakeside Preserve or a lot except on the surfaced parking area thereof. Street parking is prohibited per Section 12.27 of the Declaration of Covenants, Conditions, and Restrictions. Street parking is dangerous to everyone because it can block access for emergency vehicles and hide pets and children at play from view of oncoming traffic thus creating the possibility for serious accidents. Mopeds, motorized scooters and mini cycles are prohibited from being operated on the sidewalks or streets within Lakeside Preserve while under engine power. This guideline follows Florida Statute 322.03 which does not allow these vehicles to be operated on sidewalks and public streets.

Streets are intended for the use of motor vehicles only. Playing games or congregating on the streets is not permitted. This creates a hazard for drivers and those who are using the streets inappropriately.

No vehicles bearing a "for sale" sign shall be parked within the public view anywhere within Lakeside Preserve or on the right-of-way of Hwy. 301.

No tarpaulin covers on vehicles shall be permitted anywhere within the public view.

C. Maintenance

Except in the garage of a home, no maintenance or repair, other than emergency repair (locksmith, tire replacement, broken window replacement) shall be made within Lakeside Preserve nor shall vehicle repair equipment (mechanic lifts, transmission pullers, etc.) be stored in the public view.

D. Violations and Towing

Section 13 of the Declaration of Covenants, Conditions, and Restrictions of Lakeside Preserve Homeowners' Association, Inc. grants the Association the right to tow vehicles that are parked in violation of the Declaration or rules and regulations of the Association. A regulation towing sign has been posted at the entrance of the community in compliance with Florida Statutes 715.

Any resident or guest in violation of the parking guidelines will be subject to having their vehicle towed at their sole expense if the vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or if the vehicle was cited for such violation within the preceding fourteen (14) day period.

Towing company information will be posted at the community message board and at the entrance of the community. Additionally, the towing company will notify the police department and management company that a vehicle was towed.

Residents who report a parking violation to the manager should provide a description of the vehicle that includes license plate, color and make of the vehicle and the day and time that the violation occurred. A photo should also be included if possible. The address of the vehicles owner is required.

Residents who observe children playing in the street, people congregating in the street or mopeds, motorized scooters or mini cycles being ridden on sidewalks or streets should notify the management company of the day and time and should include addresses of those observed.

Note: For purposes of these guidelines, the term vehicle shall include but not be limited to personal passenger vehicles, commercial vehicles, limousines, recreational vehicles, buses, tractors (with or without trailer attached), camper, go-cart, golf cart, motor scooter, trail bike, all terrain vehicle, portable storage containers or similar moving containers, boats, jet skies, boat trailers, house trailers, and trailers of every other type, campers, motorcycles and any other related forms of transportation devices.

XVI. VOLUNTEER STANDARD OF CONDUCT AND RESPONSIBILITIES

Volunteer committee members of Lakeside Preserve Homeowners' Association, Inc. (Association) must demonstrate by their example the highest standards of ethical conduct, to the end that the general membership of the Association may justifiably have trust and confidence in the integrity of the Association. They shall serve as a member of an Association committee for the benefit of the Association, shall recognize that the Association's interest is their primary concern, and shall faithfully discharge the duties of their position to the best of their abilities and regardless of personal considerations.

A. Conflicts of Interest

No Committee member shall:

1. Solicit or accept any gift, directly or indirectly, whether in the form of money, loan, gratuity, favor, service, thing or promise, or in any other form, under circumstances in which it can be reasonably inferred that the gift is intended to influence him/her in the performance of his/her committee duties.
2. Disclose confidential information gained by reason of his/her position or such information for the personal gain or benefit on anyone.
3. Engage in any business transaction or activity or have a financial interest, direct or indirect, which is incompatible with the proper discharge of his/her duties or which may tend to impair his/her independence of judgment in the performance of his/her committee duties.
4. Represent private interests in any action or proceeding against the interests of the Association.
5. Vote on any question before the committee affecting his/her financial interests or that of his/her employer, business, or professional affairs or that of his/her immediate family, provided nothing shall preclude him/her from participating in any discussion on the question, unless a majority of the committee present and voting decides to exclude him/her from the discussion.

B. Disclosure of Interest

Any committee member who acquires such interest as may reasonably tend to create a conflict with the Association interest will make full disclosure in writing to the Chairman of the committee at such time as any conflict becomes apparent. Any member of the committee, who knows that he/she has a personal or private interest, direct or indirect, in any proposal before the committee, will disclose such interest in writing to the committee. Such disclosure will be made a matter of committee record prior to the taking of any vote on such proposal and the committee member with the interest shall not vote on the proposal.

C. Fair and Equal Treatment

No committee member will use his/her committee position to secure or grant special consideration, treatment, advantage, privilege or exemption to himself/herself or any person beyond that which is available to every other Association member.

No committee member will use his/her position to make promises or threats to Association members.

D. Conduct

As a committee member I will:

- 1 Fulfill my duties and responsibilities in a cordial and pleasant manner.
- 2 Treat fellow committee members, Association members, directors and officers, and management personnel with courtesy and respect.
- 3 Perform only those tasks assigned to the committee by the Board and to me by the committee chairperson.
- 4 Raise issues in the most productive and courteous way possible.
- 5 Commit to keep all committee members fully informed and understand that all decisions will be made at committee meetings, keeping in mind that all decisions and recommendations must be reached in the best interests of the entire community.
- 6 Acknowledge that the chairperson will facilitate and coordinate all discussions during committee meetings and will be the spokesperson for the committee unless another arrangement is made by the committee.
- 7 Acknowledge that there may be times when committee members will have a difficult time reaching consensus. During these times, I will afford other members full courtesy and respect during the discussion on the matter.
- 8 Acknowledge that upon conclusion of my service to the committee, all information that I obtain through the performance of my duties while on the committee will remain confidential and will not be used for personal reasons.
- 9 Acknowledge that upon conclusion of my service to the committee, all work papers and other records will be returned to the committee chairperson or Community Manager.

E. Attendance

The committee chairperson or the Board of Directors may remove any committee member who fails to attend meetings on a regular basis.

F. Indemnification

The Association will maintain insurance, both workers' compensation and directors and officers insurance, to indemnify any committee member who is performing their assigned duties in accordance with these guidelines.

No committee member shall take any action that could result in increasing insurance costs as a result of that action.

G. Sanctions for Violations

Any committee member who violates any of these standards or does not maintain a member in good standing status may be removed from the committee by the Board of Directors.

H. Acceptance of Standard of Conduct and Responsibilities

Each committee member will acknowledge receipt of a copy of this Resolution and indicate understanding and agreement to abide by its provisions by signing below.

I agree to the above standards of conduct and responsibilities and acknowledge that these guidelines are fundamental to the success of the committee and in the best interest of the Association.

Name _____ Date _____

Committee _____

INSPECTION & COPYING OF ASSOCIATION RECORDS

1. RECORDS DEFINED

The records available for inspection and copying are those designated by the Florida Statute 720.303 (5) as amended from time to time.

The Association's Board may withhold from inspection any records that in its reasonable business judgment would:

- Constitute an unwarranted invasion of privacy;
- Constitute privileged information under the attorney-client privilege;
- Involve pending or anticipated litigation or contract negotiations; and/or
- Involve the employment, promotion, discipline, or dismissal of a specific Board member or employee.
- Documents which the Association is prohibited from disclosing to a third party as a matter of law;
- Inter-office memoranda, preliminary data, working papers and drafts, and general information or investigations which have not been formally approved by the Board.

A list of Members containing their addresses and/or phone number will not be released to anyone not an Member.

2. PERSONS ENTITLED TO INSPECT OR COPY

Every member shall have the right to inspect or copy the Association's records in compliance with the rules and procedures contained in this policy. A member may authorize, in writing, an attorney or other designated representative to conduct the inspection or request copies on the member's behalf. Any such authorized representative shall be considered a "member" for purposes of this policy.

Access to Association records shall be provided to members who are in "good standing" at the time of the written request. For purpose of this Resolution, a member in "good standing" shall be defined as a Member who has fully paid all installments due for assessments made against the Member and/or his/her Lot/Unit, together with all interest and late charges, costs, attorney's fees, penalties, fines and other expenses. Members who seek to challenge a determination that they are not in good standing may review their own unit records and other records which are deemed reasonably related to the matter(s) that resulted in the Member's loss of good standing such as: inspection records concerning his/her own unit, the current Association budget, a statement of the Member's account and correspondence with the Member directly related to the delinquent assessment(s), fine(s) or other charge(s).

3. WRITTEN REQUEST REQUIRED

Inspection or copying shall be limited to those records specifically requested in advance, in writing by regular, priority or certified mail (no email). A member who wants to inspect or copy the Association's records shall submit a written request to the Association's office or complete and submit the attached Request for Access to Association Books and Records form. The request must specify the particular record desired, including pertinent dates or time periods, and shall state whether the request is for inspection or copying. The request must be sufficiently detailed to allow the Association to retrieve the record(s) requested.

The Association shall make records available for inspection on or before the tenth (10th) working day after the Association actually receives the written inspection request. This time frame may be extended upon the member's written request, or if the records requested are so voluminous or otherwise in such condition as to render this time frame unreasonable. The Association shall notify the member (by telephone, in person, or in writing) that the records are available, and specify the time, date, and place for the inspection.

4. INSPECTION RULES

All inspections shall take place at the Association's office or at such other location as the Association designates between the hours of 10:00 AM and 4:00 PM on any Monday through Thursday and 10:00 AM and noon on Friday, except on a legal holiday.

The record inspection session is limited to working hours and shall not extend beyond two hours at a time.

The record inspection will be under the supervision of someone designated by the Association to monitor and assist in the record inspection. The Association may institute any supervision or reasonable security measures during the inspection.

No member shall remove original records from the location where the inspection is taking place.

Members shall not alter the records in any way. Marks may not be made on any record and the record sequence must not be altered. The maximum number of members present during the inspection shall not exceed four.

5. COPYING RULES

If a member wants a copy of any record, the member shall designate in writing the record desired. Any written request shall designate the specific record or portion thereof.

During an inspection, the member may designate such record by use of a tab, clip, or Post-It note upon the page(s) desired.

A member shall pay twenty-five (25) cents per single sided page for regular or legal sized photocopies. A duplexed copy is considered two copies. Two separate documents will not be copied on a single page simply to minimize the per page copy cost. Copy costs are payable in cash or by personal check, at the time the copies are delivered. However, the secretary or manager may require advance payment in his or her discretion, taking into account such factors as the amount of the copying charge, the member's payment record, and other relevant factors.

Copies shall be available at the Association's office within five working days of receipt of the request. If the member has prepaid and the copies are not available within five days, payment shall be returned and copies shall be free. In rare cases, the request for copies may be voluminous nature or condition of the records may make this time frame impractical. In such cases, the copies will be made available as soon as is practical.

6. MANNER OF INSPECTION OR COPYING

Members shall not exercise their inspection or copying rights in order to harass any other member or resident, Association agent, officer, director, or employee.

All people inspecting or requesting copies of records shall conduct themselves in a businesslike manner and shall not interfere with the operation of the Association office or such other location where the inspection or copying is taking place. The Association office, or place of inspection or copying, shall assign one staff person to assist in the inspection. All requests for further assistance and copying during an inspection shall be directed only to that staff person.

The Association shall maintain a log detailing:

- The date the written request was received;
- The name of the requesting party;
- A list of the requested records;
- The date the Association notified the member that the records were available;
- The date the records were made available;
- The date of actual inspection or copying; and
- The signature of the member acknowledging receipt of, or access to, the records. Every person inspecting or receiving copies of records shall sign said log or a comparable receipt prior to inspection or receipt of copies.

7. ENFORCEMENT OF INSPECTION & COPYING RULES

Any violation of these rules shall cause the immediate suspension of the inspection or copying until the violator agrees in writing to comply herewith.

The Association will not honor any requests for inspection or copying that do not comply with this policy. Within five working days of receiving the noncompliant request, the Association shall send a written notice to the person who made the request indicating the nature of any noncompliance. Any Association representative who receives an oral request for inspection or copying shall refer the person making the request to this policy, and the Association will have no further obligation to respond until it receives a written request.

The Association's Board may take any available legal action to enforce these rules, including the levy of a fine. The Association's Board may pursue any Member for damages or injunctive relief or both, including any reasonable attorney fees, for abuse of inspection and copying rights, including use of records for any purpose other than that stated in the Member's request.

[Records Request Form on next page.]

REQUEST FOR ACCESS TO ASSOCIATION BOOKS & RECORDS

Member name: _____ Date: _____

Address: _____

Tel. #: _____

Pursuant to Florida Statute 720.303 and Article XVIII of the By-Laws of Lakeside Preserve Homeowners' Association, Inc, I hereby request that Lakeside Preserve Homeowners' Association (the "Association") provide access to the books and records of the Association.

1. The books and records that I wish to review are (attach separate piece of paper if necessary):

a. _____

b. _____

c. _____

2. I certify that my request to review the books and records of the Association is for a proper purpose related to my membership in the Association, and that this request is not for commercial purposes or my personal financial gain. Specifically, my reason for wanting to review the books and records of the Association is as follows:

3. I acknowledge and accept the Association's records access and inspection procedures. I acknowledge and accept that the books and records of the Association will be made available to me only at such time and place as the Association's policy provides, and that there may be a cost associated with making these documents available to me. I agree to pay any costs associated with reviewing the books and records of the Association, including but not limited to the actual and reasonable costs of labor and photocopying material. I further acknowledge that these costs may be required of me prior to reviewing the books and records.

Member signature _____ Date _____

LEASING YOUR LAKESIDE PRESERVE PROPERTY

All owners who lease their homes are required to complete the Uniform Lease Agreement as an attachment to their lease and to send a copy of the lease with its attachment, an application fee of \$25 and a security deposit of \$200 to the Association. Owners who do not comply will be notified to appear before the Covenant's Enforcement Committee where they may incur fines up to \$100 per day for non-compliance. Please refer to Section 12.22 of the Declaration of Covenants and Restrictions for Lakeside Preserve as recorded in the public records of Manatee County for Leasing requirements and restrictions.

Uniform Lease Exhibit

This ADDENDUM (the "Addendum") to that certain Lease dated _____, 20____ (the "Agreement") by and between _____ ("Lessor") and _____ ("Lessee") is made and entered into by the Lessor and Lessee as of this ____ day of _____, 20____.

W I T N E S S E T H:

WHEREAS, the parties have heretofore executed the Lease; and

WHEREAS, the parties desire to add to the provisions of the Lease as hereinafter set forth;

NOW, THEREFORE, in consideration of the sum of ten dollars (\$10.00) the mutual covenants herein exchanged, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby recite and agree as follows:

1. Recitals. The statements contained in the recitals of fact set forth above are true and correct, and are, by this reference, made a part of this Addendum.
2. Compliance with Community Documents. Lessee hereby acknowledges that the leased premises are subject to restrictive covenants enforced by the Lakeside Preserve Homeowners' Association, Inc. (the "Association"). Lessee hereby agrees to comply with and abide by all of the provisions of the Declaration of Covenants and Restrictions of Lakeside Preserve (together with any and all amendments thereto collectively referred to as the "Declaration"), the Bylaws of the Association (the "Bylaws"), and the Rules and Regulations (collectively hereinafter referred to as the "Community Documents") of the Association pertaining to the use and occupancy of the leased premises; provided, further, the Lessee acknowledges that the Community Documents are applicable and enforceable against any person occupying a leased premises to the same extent as against an Owner, and a covenant shall exist upon the part of each such tenant or occupant to abide by the Rules and Regulations of the Association, the terms and provisions of the Declaration and the Bylaws.

3. Association as Lessor's Attorney-in-Fact. In order to facilitate the Association's duty to maintain a community of congenial residents and occupants of the Units and to protect the value of the Units and further continuous harmonious development of the community, the Lessor constitutes and appoints the Association as its true and lawful attorney-in-fact with the full power of substitution to: (1) evict Lessee for any violation of the Community Documents; provided, however, Lessee shall be entitled to cure any violation by the means provided in the Community Documents; (2) to employ such attorneys, agents, or professionals as shall be required for such purposes; (3) to collect, settle or compromise all outstanding payments due from Lessee in connection with the leased premises; (4) to prosecute and defend all actions or proceedings in connection with the leased premises and the eviction of the Lessee; and (5) to do every act with Lessor might do in its own behalf to fulfill its obligations under the Community Documents. Lessor and Lessee hereby agree and acknowledge that this power of attorney, which shall be deemed a power coupled with an interest, cannot be revoked.

4. Injunctive Relief. Lessee and Lessor agree that money damages would not be sufficient remedy for any breach of the Lease or violation of the Community Document and that, in addition to all other remedies, the Association shall be entitled to injunctive or other equitable relief as a remedy for any such violation of the Community Documents. The Lessor agrees to assign to the Association any and all of its rights which the Association may deem necessary to obtain such injunctive relief upon written demand by the Association, and the Lessee hereby agrees to consent to such assignment. Lessor hereby agrees that in the event that it shall become necessary for the Association to cause the Lessee to be removed from the leased premises by initiating an action for injunctive relief against the Lessor, the Lessor shall be responsible for all costs, charges and expenses of the Association in connection with such action, which shall be added to and become part of the assessment (as that term is defined in the Declaration) against that Lessor's Unit secured by a lien upon the property against which such assessment is made in accordance with Section 12.22 of the Declaration.

IN WITNESS WHEREOF, the parties have executed this Lease on the day and year first above written.

Witnesses:

"Lessor"

Witness

Printed Name

Printed Name

"Lessee"

Witness

Printed Name

Printed Name