



**LAKESIDE POINT APARTMENT No.11  
A CONDOMINIUM**

# **RESIDENTS' HANDBOOK**

**March 1, 2013**

**2381 Sunset Ave., Lake Worth, FL 33461**



## FOREWORD

To assist Unit Owners and their Guests living at Lakeside Point Apartment No. 11, and add to the experience of living here, this "Residents' Handbook" summarizes many of the Association's policies, rules & regulations. The rules, whether arising from the Condominium Documents or adopted by the Association, are intended to apply "common sense" to situations created when people live close together.

The purpose of this Residents' Handbook is:

- to repeat important rules in the Condominium Documents, which govern each owner or the Association. When such a rule is included or relates to something in one of those documents, it may cite the source document and paragraph number: usually from the "Declaration of Condominium" ("DEC").
- to set forth additional rules and regulations or policies governing ownership or operations, that have been deemed necessary by the owners to enhance living conditions.

Please follow the rules. If the rules are not followed, then the Condominium's environment and appearance may deteriorate, depreciating the value of all owners' units. Your cooperation is appreciated. If you have any comments, please provide them to the Association via a dated and signed letter.

The Board of Directors of the Association issues all rules and regulations, unless the recorded documents require otherwise. Please make this document available to all members of your family, and see that your guests and visitors are aware of those that apply to them.

Since this "Residents' Handbook" is only a summary, please read your Condominium Documents: the "Declaration of Condominium," the "Articles of Incorporation," and the Association's "Bylaws," together with each of their amendments. When you bought a condominium, you agreed to be bound by those documents. Further information governing condominium living is contained in the Florida State Statutes, FSS 718.

This "Residents' Handbook" is not intended to replace or amend the Condominium Documents. In the event of any conflict between this "Residents' Handbook" and the Condominium Documents, the Condominium Documents shall take precedence.

# THE APARTMENTS

## UNIT OCCUPANCY AND USE

### RESIDENTIAL USAGE ONLY

Each of the apartments shall be occupied as a single-family private dwelling by the owner, the adult members of his/her family, and his/her social guests, and for no other purpose. (DEC, 12.1.)

### AGE RESTRICTIONS

This is a community intended for residents aged 55 and older. At least one permanent occupant of any unit must be 55 or older, unless the Association has established a hardship exception for that unit.

No persons under forty (40) years of age shall be permitted to reside in any of the apartments, except that persons under the age of forty (40) may visit and temporarily reside in an apartment for a period not to exceed thirty (30) days in any calendar year, which period shall not be cumulative. (DEC, 12.1. amended Mar 31, 2011)

### GUESTS

All apartments share common elements, including parking, walkways and recreational areas. As in other organizations with shared facilities, an owner's guest privileges are limited to ensure that other owners' rights are not unduly burdened.

Each owner or resident is personally responsible for the conduct of the occupants, guests and others visiting the apartment. Please be mindful of your neighbors.

For security and safety, it is recommended that you advise a Board member if you will have guests using your unit when you are absent.

Guests who are minors may not occupy a unit unless accompanied by an adult.

### FLOOR COVERINGS

The building is constructed with concrete and steel, which allow noise to be transmitted readily to other units through the floors and walls. Please be respectful and aware of your neighbor, and be considerate when walking, moving furniture, sliding your chairs, etc. Use of area rugs on bare floor surfaces can help to reduce such noise.

**PETS**

No more than one domestic cat, fish or bird shall be kept in any apartment, or on any property of the condominium, provided that they are not kept, bred or maintained for any commercial purpose and further provided that any such pet causing or creating a nuisance of any kind or unreasonable disturbance shall be permanently removed from the property subject to these restrictions, upon three (3) days written notice from the Board. (DEC, 12.1, as amended.)

The owner of any such pet shall be liable for any and all damage caused by such animal to any part of the condominium property.

No pet shall be allowed outside of an apartment unless leashed and with someone.

Owners shall clean up after their pets when outside.

**NUISANCES**

No nuisances shall be allowed upon the condominium property, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist.

No apartment owner shall permit any use of his apartment or make any use of the common elements that will increase the cost of insurance upon the condominium property. (DEC, 12.3)

See the paragraph on "Floor Coverings," above; and the paragraph on "Quiet Hours" under "Repairs and Maintenance," below.

**PLUMBING ISSUES**

Each unit has a water shut-off valve; know where the water shutoff valve in your unit is located. Water to the unit must be shut off at the shutoff valve when vacating your unit for more than 2 weeks. This is to prevent or reduce potential flooding damage to your unit or to units below you in the event of a leak.

Do not use caustic chemicals or preparations, such as Drano, to clear drains; it causes damage to the building's plumbing system. Residents who use such a product, and cause damage, may be liable for the cost to the Association of any repairs.

Hot water heaters are known to go bad and leak after a certain number of years, causing damage to the unit and units below it. Please maintain your water heater in good repair, and replace it as it nears the end of its life cycle.

**OTHER**

Residents shall not use gas-fired grills, or charcoal grills, or hibachis, on balconies or the grounds. Grills have been installed near the clubhouse for use by residents.

No tanks of propane gas may be used or stored in units, or in storage areas, or in common areas, unless the size of the tank does not exceed 2.7 lbs.

Common 20 lb. cylinders are prohibited in multi-family buildings, including storage on patios or balconies.

Residents shall not cause anything to be hung, displayed, or placed on the exterior walls, of the apartment building.

No clothes lines or similar devices shall be allowed on any patios or balconies of the condominium property, or on any other part of the condominium property, without the written consent of the Association. (DEC, 12.1)

Do not hang clothing, towels, rugs, etc. over the walkway rails or visible to the outside.

Harsh chemicals may not be used to clean railings or walkways, as they may cause damage to exterior paint or shrubbery.

**LAWFUL USE**

No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part of it; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. (DEC, 12.4)

**ACCESS TO UNITS BY THE ASSOCIATION**

Consistent with Florida Statute, the Association must have a copy of your front door keys. These are kept in a secure lockup for necessary or emergency access to your apartment.

Pest control is conducted four times a year, and requires access to your unit even if you are not present.

Emergency plumbing/water leaks may require immediate access to prevent damage to the building or to other units.

Residents who may lock themselves out of their apartments will also benefit from this requirement.

If an owner fails to provide a key to the Association and it becomes necessary to access that unit to repair a leak or to address an emergency, the Board might be forced to use other means to obtain access and the owner will be responsible for the cost of a locksmith and the cost of any resulting damage.

**REPAIR or MAINTENANCE**

To avoid becoming a nuisance to neighbors and other residents, work that generates noise should only be done between the hours of **8:00 AM** and **5:00 PM** on weekdays; and **8:00 AM** and **1:00 PM** on Saturdays. All other hours, including all day on Sundays are designated as "quiet hours."

Some work, such as replacement of windows and doors, may require building permits to be obtained by the contractor from local authorities.

Exterior doors shall be painted the standard color adopted by the Association. The Association will supply the paint.

**ALTERATIONS**

Neither an apartment owner nor the Association shall make any alteration in the portions of an apartment or apartment building that are to be maintained by the Association, or remove any portion of such, or make any additions to them, or do anything that would jeopardize the safety or soundness of the apartment building, or impair any easement, without first obtaining approval in writing of owners of all apartments in which such work is to be done and the approval of the Board of Directors of the Association. A copy of plans for all such work prepared by an architect licensed to practice in this State shall be filed with the Association prior to the start of the work. (DEC, 7.1.(c).)

Be aware that, if interior modifications are made to a unit such as painting or wall treatments or installing ceramic tiles on floors or walls; and it becomes necessary for the Association to do repairs on building systems (such as plumbing), requiring removal of wall or floor surfaces to gain access to those systems; and the Association is responsible to pay the costs of such repairs; the Association is only obligated to restore the surfaces as they were originally built. The unit owner shall bear the costs of restoring the surfaces as subsequently modified.

No apartment may be divided or subdivided into a smaller unit or otherwise transferred without first amending this Declaration to show the changes in the apartments to be effected. (DEC, 12.1.)

All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed.

## THE BUILDING

### **COMMON ELEMENTS**

Generally, a condominium's common elements are the areas outside an owner's apartment. All owners share the common elements, and the cost of maintaining them.

The common elements shall be used only for the purposes for which they are intended. (DEC, 12.2)

No plantings (flowers, shrubs, bushes, etc.) may be installed at ground level by residents. The Association has formed a "Grounds Committee" to oversee and maintain plants on the Associations grounds. If a resident wants to see a particular plant installed, please contact a Board Member or a member of the Grounds Committee for consideration.

### **VEHICLES AND PARKING**

#### ***OWNER PARKING***

There are 62 units and 62 parking spaces for owners' automobiles; only one automobile may be parked per unit.

Each parking space has been assigned to an apartment, for use by that apartment's owner. The space assigned to an apartment is painted on the space and is a matter of record. If two or more owners wish to swap spaces, such action must be coordinated with the Association.

Vehicles leaking any fluids must be repaired immediately, and the owner must remove any stains resulting to the parking space.

Keys for any vehicle left here while you are away for long periods should be left in your apartment or with someone here for use in case of emergency. Notify a year-around, resident Board member of their location.

#### ***GUEST PARKING***

There are 6 guest parking spaces; this number is required by law for a building of this size. The guest spaces are reserved for parking by guests only.

Overnight guests must register their vehicles in the book located in the lobby.

#### ***SERVICE PARKING***

The space marked "Service Parking" is for short-term, temporary use by contractors or by firms making deliveries. It is not for use as owner parking or as guest parking.

The space marked "Car Wash" is for use only by residents of this building to wash their vehicles. It is not for use as owner parking or as guest parking. After washing their vehicles, users should turn off the water and replace the hose on its holder.



## **WALKWAYS**

Walkways are regulated by the Fire Marshal. The walkway must be kept clear of all items. Any fines levied on the Association for non-compliance, will be passed on to the owner responsible. It is the owner's responsibility to keep this area neat and tidy. Personal property shall not be stored on walkways.

Chairs and tables may be placed only in the bowed area, so that the walkways are kept clear. Potted plants are permitted in the bowed area if they do not impede the walkway. They must be raised above the painted surface of the walkway to permit water to drain and to avoid staining the walkway surface.

The owner must remove any items placed on the walkway and take them indoors when the owner is not in residence, and when high wind, tropical storm or hurricane warnings are issued which apply to this building.

No laundry is allowed to hang over the railing.

## **LAUNDRY ROOMS**

Laundry rooms are for use by residents of this building only. Please use only the laundry room assigned to your floor. Help keep the laundry rooms clean, and please keep the doors closed.

The laundry equipment is owned and maintained by the Association. Income from use of the machines helps defray operating and maintenance costs. Help keep the machines in good repair: do not overload the machines or launder inappropriate items.

Make sure you clean the dryer's lint screen after each load.

Do not store soap or other products in the laundry rooms.

## **GARBAGE COLLECTION**

### **GARBAGE ROOM**

The Garbage Room is located on the ground floor, accessed from the exterior. It contains a dumpster into which all household garbage must be placed. Do not use dumpsters from nearby buildings.

No large items (furniture, etc.) may be placed in the dumpster or trash room—see "Disposing of Large Objects," below.

### **GARBAGE CHUTES**

Locations: on Floors 2 through 5, in each Laundry room. Residents of Floor 1 must take their garbage directly to the dumpster in the Garbage room.

The chutes are small and easily clogged. All garbage must be securely enclosed in plastic bags before being placed in the garbage chute or in the dumpster. Do not place loose items (boxes, newspapers, jars, cans, bottles, etc.), in the chutes; these can cause the chutes to clog.

When garbage is to be placed in the chute the bundle must not exceed 12" in width. If the bundle is larger than that, it is to be placed directly in the dumpster.

#### **DISPOSING OF LARGE OBJECTS**

If you are replacing an appliance, mattress, carpet, or furniture, please arrange for the store to haul the old one away. They cannot be disposed of in our dumpster or garbage area—the City will impose a fine on the building. If you must dispose of a large object such as that, you must arrange for special pickup by the City, at your expense. See the notice on the bulletin board for procedures.

#### **DISPOSING OF HAZARDOUS MATERIALS OR ELECTRONIC ITEMS**

Do not dispose of hazardous materials (such as paint, solvents, chemicals, etc.) or electronic devices (such as batteries, old computers or printers, televisions, etc.) in the dumpster or in recycling bins.

A consumer drop-off point for these kinds of items is located near the southwest corner of the intersection of I-95 and Lantana Road.

#### **RECYCLING**

Recycle bins are located outside the dumpster room. Read the top of the containers, do not put items that are not listed, in the containers. Do not put items in plastic bags.

Bins are emptied by the city only once a week. Please crush all crushable items (boxes, milk jugs, plastic bottles, etc.) before placing them in the bins. This saves space so that more items can be put in between pick-ups. Do not overfill the bins—if the bins are all full, please wait until after the next pick-up.

Break down cardboard boxes larger than allowed inside the bins, and place them between the bins so they can't blow away.

#### **JANITORIAL SERVICES**

The Association contracts for janitorial services in the Lobby, the laundry rooms, the elevator lobbies and the elevators. These areas are swept and mopped once a week; please help keep these areas clean in the interim. Residents are expected to help keep the walkways clean in front of their units.

#### **STORAGE ROOMS**

Storage rooms are located on floors 2, 3, and 4. Each unit owner is assigned a locker in a storage room, for storage of personal property.

Any large items temporarily placed in the storage rooms, outside of an assigned locker, should be marked with the owner's unit number and dated. The Association will periodically require a clean-up of these areas, and unmarked items may be discarded or donated.

Do not store hazardous materials or flammable items in the lockers or storerooms.

## **ELECTRICAL METER ROOMS**

Locations: ground floor (outdoor access) and 3<sup>rd</sup> floor elevator lobby.

These rooms are accessed monthly by the Lake Worth Utilities Department to read each unit's meter. No personal property may be stored there, except in designated areas of the 3<sup>rd</sup> Floor Meter Room.

## **ELEVATORS**

No smoking, or carrying of lit tobacco products, is allowed on the elevators.

Please help keep the elevators clean. If you use them to transport an item that leaves dirt or marks, please clean up after. When moving furniture, pads are available to hang and protect the elevator walls; the pads are kept in the 4<sup>th</sup> floor storage room.

Our elevators are serviced monthly. If you encounter a problem with any elevator, please notify a member of the Board of Directors.

## **THE LOBBY**

Please help keep the lobby and mailbox area clean. Do not leave trash or discard mail there. If you spill anything, please clean up.

## **THE ROOF**

Each unit's air conditioner compressors, and plumbing vents, are located on the roof, above the tier in which the unit is located.

The rooftop for most tiers of the building is above the 4<sup>th</sup> floor and is restricted access; the entries have been gated and locked, as required by our insurance company. The rooftop for tiers 07 through 11 is on the top of the 5<sup>th</sup> floor and is not gated, but is accessible only by ladder from the 5<sup>th</sup> floor.

Only licensed professionals are allowed on the roof area and owners must notify a Board member and obtain a key to the gate, if required, prior to allowing a contractor to go on to the roof.

## **RECREATION AREAS**

A clubhouse, swimming pool, and recreation areas are provided and maintained by the Lakeside Point Gardens Recreation Association, representing the buildings in the Lakeside Point Gardens complex, of which our Association is a member. Under a Long Term Lease established by the original developers in 1968, which is a part of your condominium documents, a portion of the monthly maintenance assessment for each unit covers our share of these costs.

These facilities may only be used by residents and their social guests.

Rules for use of the Clubhouse and the Swimming Pool are published at the front of the Lakeside Point Gardens Phone Book (issued for all buildings in the complex by the President's Council) and apply to residents of all the buildings. Each resident and guest must comply with these rules.

## **SALES / TRANSFERS, LEASES**

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the apartments, the transfer of apartments by any owner ... shall be subject to [certain] provisions.... (DEC 13)

### **SALES**

No apartment owner may dispose of an apartment or any interest in an apartment by sale without approval of the Association.... (DEC, 13.1.a.)

The Buyer must meet age requirements.

The Buyer must be approved by the Association, including a background check and credit check, in advance. A copy of the sales contract and a processing fee in the amount of \$100.00 payable to the Condominium is required.

Mortgages must be institutional unless approved by the Association [DEC 13.4].

A copy of the Deed must be provided to the Secretary of the Board after closure of a sale.

See Para. 13 of the Declaration of Condominium concerning other requirements.

### **LEASES**

The building is not intended as a rental community.

Leasing. After approval by the Association elsewhere required, entire apartments may be rented once in a consecutive twelve (12) month period, provided the occupancy is only by the lessee, his family, and guests, when he/she is present and for no other purposes. No rooms may be rented or sublet, and no transient tenants may be accommodated. (DEC, 12.5. as amended 1999)

No apartment owner may dispose of an apartment or any interest in an apartment by lease without approval of the Association.... (DEC, 13.1.b.)

The age restrictions for residents and occupants apply to leases.

The Lessee must be approved by the Association, including a background check, in advance. A copy of the lease and a processing fee in the amount of \$100.00 payable to the Condominium is required.

The Association's Rules and Regulations also apply to lessees. The Association will hold the owner of the apartment (the lessor) responsible for the behavior of the

See Para. 12.5.1 of the Declaration of Condominium, as amended, for other restriction or requirements applicable to leasing an apartment.

### **SPECIAL SITUATIONS**

See the Declaration of Condominium (Para. 13.1) for restrictions and requirements for transferring ownership of apartments by gift, inheritance, or other ways.

## **THE ASSOCIATION**

### **RULES AND REGULATIONS**

Apartment owners, lessees, residents and occupants have a responsibility to follow the Association's Rules and Regulations.

The Board of Directors of the Association has the authority and obligation to issue and enforce the rules.

The Board's policy on enforcing the rules is to provide the resident (and the apartment owner, if applicable) with written notification of a violation. If the resident or owner does not come into compliance, the Board will take further action as it deems necessary.

### **MONTHLY MAINTENANCE ASSESSMENTS (DEC, Para. 8)**

Depending on the annual budget, a monthly charge for maintenance is set for each unit in relation to its size.

Payment is due the first of each month. If not paid on or before the 10th of the month there is a \$25 late fee, plus interest.

The Association shall have a lien on each apartment for any unpaid assessments, together with interest, against the owner of such apartment, together with a lien on all tangible personal property located within the apartment. (DEC, 8.3.)

The Board of Directors may take such action as they deem necessary to collect assessments of the Association. (DEC, 8.4.)

### **PROPERTY MANAGEMENT**

Currently the Association is self-managed, with the services of a professional bookkeeper. Members of the Board of Directors do the functions that are normally done by a Property Manager. Board members are unpaid volunteer residents, elected by the owners annually.

Because the Association is self-managed, members of the Board work hard, on their own time, to assure that the Association meets financial and other obligations, and the building stays in good repair and meets requirements. Cooperation and assistance by all residents is appreciated so that costs are contained.

## RECOMMENDATIONS FOR CLOSING APARTMENTS FOR EXTENDED PERIODS

1. Fill out address change form at Post Office at least two weeks before
2. Put on hurricane shutters or close sliders
3. Close jalousie in front door, if applicable, and add shutter
4. Clear walkway of furniture, movable items & potted plants
5. Raise roll-up shades on porch (tuck in cords)
6. Turn off main water valve (put Vaseline on stems before closing)
  - a. Lavatory (hot & cold)
  - b. Toilet (one each)
  - c. Kitchen sink (hot & cold)
  - d. Main water valve to apartment
  
7. Add 2 cups of water & 1/2 cup vegetable oil to toilet bowl, or some gel/liquid toilet-bowl cleaner, and cover under seat with saran wrap, to prevent evaporation (or, a 14"x11" oval aluminum foil roasting pan fits nicely in some toilet bowls).  
Close the lid and put a weight on it. This is important to prevent pests from entering the apartment through a dry toilet trap.
8. Turn off electricity at breakers (some leave on fans or A/C, or refrigerator)
9. Unplug: microwave, tv, stereo, phones and any other electrical items
10. Remove batteries from clocks, TV remotes, phones, & other battery operated equipment, except smoke detector
11. Put a fresh battery in your smoke detector (if the battery runs low during your absence, the detector continually chirps for weeks)
12. Request suspension of telephone, cable & internet
13. Stop delivery of newspaper
14. Prepare car for storage:
  - a. If you disconnect battery (negative post), check with your dealer or owner's manual for correct way to safely store the car; on-board computers or audio/nav systems may be affected by long term disconnection of the battery
  - b. Add blocks under wipers so blades are clear of the glass
  - c. Lock doors
  - d. If you use a car cover, strap it securely so summer storms or wind won't blow it away or make it flap (damaging paint)
  
15. Lock windows and sliding glass doors; double lock the front door.



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