

WATERSIDE LUXURY TOWNHOMES, A CONDOMINIUM

INITIAL RULES AND REGULATIONS

Under the condominium documents, the Board of Directors of WATERSIDE LUXURY TOWNHOMES CONDOMINIUM ASSOCIATION, INC. has the responsibility and authority for the operation of the Association, management of the Condominium Property and for the establishment and enforcement of Rules and Regulations.

These Initial Rules and Regulations may be modified, added to or repealed at any time by the Board. Any consent or approval given by the Association under these Rules and Regulations shall be revocable at any time, except for its approval of re-sales or leases. These Rules and Regulations and all others hereinafter promulgated shall apply to and be binding upon all Unit Owners. The Unit Owners shall at all times obey said Rules and Regulations and shall use their best efforts to see to it that they are faithfully observed by their families, guests, invitees, servants, lessees and other persons over whom they exercise control and supervision. Said Initial Rules and Regulations are as follows:

1. The sidewalk, entrances, passages, if applicable, and all of the Common Elements must not be obstructed or encumbered or used for any purpose other than ingress and egress, to and from the premises; nor shall any carriages, bicycles, shopping carts, chairs, benches, tables or any other object of a similar type and nature be stored therein. Children shall not play or loiter in public areas. For security purposes, all doors leading from the building to the outside shall be closed at all times and shall not be blocked open.
2. The personal property of all Unit Owners shall be stored within their Condominium Units.
3. No garbage cans, supplies, milk bottles or other articles shall be placed in the courtyard or balcony areas, nor shall any linens, cloths, clothing, curtains, rugs, mops or laundry of any kind, or other articles, be shaken or hung from any of the windows, doors, balconies or courtyards, or exposed on any part of the Common Elements. Fire exits shall not be obstructed in any manner, and the Common Elements shall be kept free and clear of rubbish, debris and other unsightly material.
4. No Owner shall allow anything whatsoever to fall from the windows or doors of the premises; nor shall he sweep or throw from the premises any dirt or other substance into any of the balconies or courtyards, ventilators, or elsewhere in the building or upon the grounds.
5. Refuse and bagged garbage shall be deposited only in the area provided therefor. In this regard, all refuse must be bagged in sealed garbage bags.
6. Water closets and other water apparatus and plumbing facilities on the Condominium Property shall not be used for any purpose other than those for which they were constructed. Any damages resulting from misuse of any of such items in the Condominium Unit or elsewhere shall be paid for by the Unit Owner in whose Unit it shall have been caused or by the Unit Owner whose family, guest, invitee, servant, lessee or other person who is on the Condominium Property pursuant to the request of the Unit Owner shall have caused such damage.
7. No wind chime shall be placed in balcony or courtyard areas.
8. Employees of the Association shall not be sent out of the building by any Unit Owner at any time for any purpose. No Unit Owner or resident shall direct, supervise or in any manner attempt to assert any control over the employees of the Association.
9. The parking facilities shall be used in accordance with the regulations therefore adopted from time to time.
10. The type, color and design of chairs and other items of furniture and furnishings that may be placed and used, where applicable, on any balcony or courtyard may be determined by the Board of Directors of the Association, and a Unit Owner shall not place or use any item, where applicable, upon any balcony or courtyard without the approval of the Board of Directors of the Association.

11. The exterior of the Condominium Units and all other exterior areas appurtenant to a Condominium Unit, including, but not limited to, railings, ceilings or doors, shall not be painted, decorated or modified by a Unit Owner in any manner without the prior consent of the Association.

12. Other than an United States flag respectfully displayed, nothing, including, but not limited to, radio or television aeriels or antennas, signs, notices or advertisements, awnings, curtains, shades, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans or air conditioning devices, or other items shall be attached or affixed to the exterior of any Unit or exposed on or projected out of any window or door of any Unit without the prior written consent of the Association. No one shall alter the outside appearance of any window of any Unit without the prior written consent of the Association. The consent of the Association to all or any of the above may be withheld on purely aesthetic grounds within the sole discretion of the Board of Directors of the Association. In addition, pursuant to 718.113(4), Florida Statutes, which was amended by Chapter 2003-23, Laws of Florida, effective July 1, 2003, a unit owner on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day is permitted to display in a respectful way, portable, removable official flags, not larger than 4-1/2 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.

13. No interior of a Condominium Unit shall be altered in any manner as such would have any effect on the structural elements of the building or its electrical, mechanical, plumbing or air conditioning systems or on any of the Common or Limited Common Elements without the prior written consent of the Association, except that, to the extent permitted by law, this rule shall not apply to the Developer.

14. No Unit Owner shall make or permit any disturbing noises in the building by himself, his family, servants, employees, agents, visitors and licensees, nor do or permit anything by such persons that will interfere with the rights, comfort or convenience of the Unit Owners. No Unit Owner shall play upon or suffer to be played upon any musical instrument, or operate or suffer to be operated a phonograph, television, radio or sound amplifier in his Unit in such a manner as to disturb or annoy other occupants of the Condominium. All parties shall lower the volume as to the foregoing after 11:00 p.m. of each day. No Unit Owner shall conduct or permit to be conducted vocal or instrumental instruction at any time.

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

16. No awning, canopy, shutter or other protection shall be attached to or placed upon the outside walls or doors or roof of the building without the written consent of the Board of Directors of the Association. The exterior appearance of all window coverings shall be white in color.

17. The Association may retain a passkey to all Units. In lieu of a passkey, the Association shall have a duplicate key. In the event the Unit Owner fails to supply either a pass-key or duplicate key, and entry into the Unit by the Association is permitted in accordance with the Declaration, Articles, By-Laws or these Regulations, the Association shall not be responsible for any costs or expenses incidental to a forced entry into the Unit. The agents of the Association and any contractor or workman authorized by the Association may enter any Unit at any reasonable hour of the day for any purpose permitted under the terms of the Declaration of Condominium or By-Laws of the Association. Entry will only be made after pre-arrangement with the respective Unit Owner or the occupant of the Condominium Unit. Nothing herein shall relieve the Association of its duty of ordinary care in carrying out its responsibilities, nor from its negligence or willful activities that caused damage to a Unit Owner's property.

18. Complaints regarding the service of the Condominium shall be made in writing to the Association.

19. No inflammable, combustible or explosive fluid, chemical or substance shall be kept in any Unit or Limited Common Element assigned thereto or storage area, except such as are required for normal household use.

20. Payments of monthly maintenance amounts shall be made at the office of the Association. Payments made in the form of checks shall be made to the order of the Association. Payments of regular assessments are due on the first (1st) day of each month, and if such payments are ten (10) days or more late, they are subject to charges as provided in the Declaration of Condominium.

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

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

23. A Unit Owner shall not permit or suffer anything to be done or kept in his Condominium Unit which will increase the insurance rates on his Unit, the Common Elements or any portion of the Condominium or which will obstruct or interfere with the rights of other Unit Owners of the Association.

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

25. Rugs, mats, etc. may not be placed outside the Condominium Unit entrance doors.

26. No solicitors are to be permitted on the Condominium Property at any time except by individual appointment with residents.

27. The Association must approve any flooring placed in the Units other than carpeting.

28. Unit Owners are responsible for any damages to the Common Elements or Limited Common Elements caused by themselves, their family, guests, invitees, servants, lessees and persons who are on the Condominium Property because of such Unit Owner.

29. Food and beverages may not be consumed outside of a Unit, except in such areas as are designated by the Board of Directors of the Association.

30. Provisions in the nature of Rules and Regulations are specified in the Declaration of Condominium.

31. The Board of Directors of the Association reserves the right to make additional Rules and Regulations as may be required from time to time. These additional Rules and Regulations shall be as binding as all other Rules and Regulations previously adopted.

32. Bicycle riding, skateboarding or roller-blading is prohibited in common areas.

32. All owners, guests and renters must register at the office upon arrival and acknowledge receipt of all House Rules and comply with same.

33. Assigned parking is in the parking areas throughout the buildings and each numbered space is assigned to a unit. PLEASE DO NOT PARK IN SOMEONE ELSE'S PARKING SPACE. Under no circumstances can you park in another owner's space without written permission from the management or the owner. Parking spaces may be used for parking automobiles that are in operating condition and for no other purposes. Owners must vacate their space when the unit is rented. You must provide parking for your guest or renter. Otherwise, the renter must park outside in the undesignated space. Trucks, commercial vehicles, campers, recreational vehicles, boats, trailers or any vehicle not susceptible to registration by the State of Florida as an "automobile" may not be parked in parking spaces and may not be kept on the common property. [This pertains to scooters, motorcycles and mopeds.] Driving and parking violations are subject to a fine. Commercial vehicles of any type are not permitted to park overnight in any parking area or on premises. A fee of \$100.00 will be charged per day for any parking violation; however, pursuant to Section 718.303(3), Florida Statutes no fine may exceed \$1,000 in the aggregate. This charge will be billed directly to the unit owner. If the vehicle is not moved within five days after violation, it will be towed.

34. No livestock, reptiles, insects, poultry or other animals of any kind shall be kept in any Unit except that usual and ordinary domestic dogs, cats, fish, and birds inside bird cages may be kept as household pets within any Residential Unit provided that they are not kept, bred or raised therein for commercial purposes or in unreasonable quantities or sizes. As used in the Declaration, "unreasonable quantities" shall ordinarily mean no more than two (2) pets not to exceed twenty-five (25) pounds (except with regard to quantities of fish) per Unit; provided, however, that the Board may determine that a reasonable number in any instance may be more. No potbellied pigs, snakes, pitbull dogs, Doberman dogs, or any other animals determined in the Board's sole discretion to be dangerous or a nuisance may be brought onto or kept on the Project at any time. The Board shall have the right to require that any pet which, in the Board's opinion, endangers the health or security of any Owner or occupant of a Unit or creates a nuisance or unreasonable disturbance, be permanently removed from the Project upon seven (7) days written notice. Animals

belonging to Owners, occupants or their licensees, tenants or Invitees within the Property must be kept inside the Unit (and shall not be left or located unattended on the patio area of that Unit), and must be held by a person capable of controlling the animal when outside of a Unit. Furthermore, any Owner shall be liable to each and all remaining Occupants, their families, guests and Invitees, for any unreasonable noise or damage to person or property caused by any animals brought or kept upon the Project by an Occupant or by members of his family, his tenants or his guests. It shall be the duty and responsibility of each such Owner to clean up after such animals which have deposited droppings on any public street abutting or visible from the Property and properly dispose of any animal waste. Any Occupant who keeps or maintains any pet upon the Project shall be deemed to have indemnified and agreed to hold the Association, its directors, officers, and agents, and the Declarant free and harmless from any loss, claim, or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Project.

35. The use of gas-fired or charcoal-fired cooking grills is prohibited. There is no cooking allowed of any type on balconies or courtyards.

36. In the event any Rule or Regulation heretofore set forth or hereinafter promulgated, or any sentence, clause, paragraph, phrase or word thereof is determined to be invalid or unenforceable, all remaining provisions or portions thereof shall be and shall remain in full force and effect.

## Vendors Rules and Regulations

### Construction Guidelines

1. **Vendors, Movers and Cleaning Services** are not permitted to work on weekends. Work is permitted Monday thru Friday between the hours of 9:00 a.m. to 5:00 p.m. **Please notify your vendor of this rule in advance.**
2. **Unit Access** The owner must e-mail, fax, or call the office giving permission to allow unit access. This rule applies to family members. No entry is granted without authorization.
3. **License and Insurance** License and insurance information must be provided to the management before the subcontractors will be given permission to commence work.
4. **Notification of Construction Crews to be on Site** The contractor, sub-contractors or owner of the unit must submit a specification plan and authorization form to the Manager at least three days in advance. This will allow staff to protect the common areas and to review the plans to ensure compliance.
5. **Sub-contractors' Parking** Loading and unloading of construction materials, furniture, etc., must be done designated areas. Vendors are required to park vehicles in designated parking areas. Vendors must register at Management Office.
6. **Specifications** A copy of specifications outlining the exact procedure, color and material to use in order to remain uniform throughout the property may be obtained at the Management Office and must be followed. [Written approval must be obtained from the Board of Directors for the following trades: 1- Hurricane Shutters, 2- Satellite Dish, 3- Floor tile for correct underlayment. ]
7. **Trash Removal** Trash generated from sub-contractors may not be disposed of on the Property.
8. **Responsibility for Damage to Building** Grout or thin set may not be disposed of in the unit plumbing. Workers will be expected to remove their own material. Sub-contractors are not to leave or perform any work in the common areas. Trades using material such as paint, tile, woodwork, etc., must neatly lay heavy paper or plastic from the elevator door to the unit in order to prevent any damage to carpet. All common areas will be inspected at the end of each day. The cost of any repairs to the common area or to the other units will be assessed to the owner/sub-contractors.

**ANY VENDOR FOUND TO BE IN VIOLATION OF THESE GUIDELINES WILL NOT BE PERMITTED TO RETURN TO THE PROPERTY UNTIL THE VIOLATION HAS BEEN CORRECTED AND PAYMENT HAS BEEN MADE FOR DAMAGES.**

## POOL RULES

1. NO LIFEGUARD ON DUTY, SWIM AT YOUR OWN RISK.
2. Pool hours are 9 a.m. to 10 p.m.
3. No radios, tape decks or DC's are allowed without earphones.
4. No diapers in the pool. Children not toilet trained must wear approved water proof pants over diapers. Disposable diapers are not allowed. Swim diapers only.
5. No floating devices in pools. No rafts, beach balls, surf boards or similar beach equipment are permitted in pool or pool areas.
6. No reserved seating areas.
7. Children under 12 may not swim or use the pool areas unless accompanied and supervised by an adult.
8. Cover-ups and footwear are required in all common areas. A towel does not constitute a cover-up.
9. Suntan lotion and sand must be removed before entering pools. Use the shower provided at corner of each pool.
10. Cover lounge chairs with a towel if using suntan lotion.
11. Lounges or chairs are not to be removed before from the pool decks. Do not drag chairs across pool decks.
12. Running, horseplay, climbing, ball or Frisbee playing or other noisy activities are not permitted in or near pool areas. Parents are responsible for the behavior of their children.
13. Glassware is not permitted in or near the pools are, only non-breakable plastic containers (State Law).
14. Pets are not permitted in pool areas, even if carried.
15. Shower before entering the pools.

#### RENTERS/RENTAL RULES

1. Leasing or renting of a unit by an owner, either directly or through an agent, is permitted with a minimum lease of not less than six (6) months and no more than two (2) times per year. All rental agreements must be sent to the office within seven (7) days in advance of arrival.
2. Upon arrival all occupants (owners, guest and renters) must register within 24 hours.
3. Renters have full use of the facilities. Owners will be held responsible for the actions of their guests or renters. Any damage to the Property will be the responsibility of the owner.
4. Renters and guests are subject to all House Rules adopted by the Board of Directors. It is the responsibility of the owner to see that a copy of the House Rules is given to each renter/guest. Any violation of these rules can be cause to request immediate vacating of the unit.
5. Subletting by renters is not permitted.

**None of the above referenced rules shall apply to commercial Unit owners who are using their property for a lawful purpose, other than the rules dealing with use of the common elements.**