

April 1, 2008

RULES AND REGULATIONS
OF
WATERSIDE VILLAGE OF PALM BEACH
CONDOMINIUM ASSOCIATION, INC.

PREAMBLE:

For the mutual benefit of all Unit Owners, the following Rules and Regulations ("Rules") have been established by your Board of Directors pursuant to the requirements of the Association's By-Laws. The enjoyment of Condominium living will be greatly enhanced by careful observation of all of these Rules. Please read and familiarize yourself with them. Unit Owners shall be responsible to ensure that the Rules are followed by all family members, Guests, invitees, licensees, tenants and visitors. The Board has designated the Manager to be responsible for their enforcement. These Rules supersede all preceding adopted Rules.

TABLE OF CONTENTS

	Page No.
1. DEFINITIONS	3
2. KEYS	3
3. SALE OF A UNIT	4
4. LEASE OF A UNIT	4
5. SCREENING	5
6. INSURANCE	5
7. BALCONIES, TERRACES AND WINDOWS	5
8. COMMON ELEMENTS AND THEIR USE	6
9. SIGNAGE	6
10. USE AND OCCUPANCY RESTRICTIONS	7
11. VEHICULES, PARKING	7
12. BICYCLES, ROLLER BLADES AND SKATEBOARDS	11
13. GUESTS, VISITORS AND FAMILY MEMBERS	11
14. CONDUCT	12
15. GARBAGE DISPOSAL	12
16. BARBECUES/FIREWORK	12
17. STORAGE SPACES	12
18. ANIMALS AND PETS	13
19. NOISE/NUISANCE	14
20. PESTS AND VERMIN	14
21. SWIMMING POOLS	14
22. DRESS CODE	16
23. REPAIRS AND RENOVATIONS	16
24. HURRICANE SHUTTERS	17
25. HURRICANE PREVENTIVE ACTION	18
26. USE OF COMMUNITY CENTER	18
27. ACCESS CARDS	20
28. MAIL	21
29. POSTDATED CHECKS	21
30. NOTICES	21
31. HEDGES	21
32. VIOLATION OF PROVISIONS OF GOVERNING DOCUMENTS AND RULES AND REGULATION	21

1. DEFINITIONS

1.1 "Building" shall mean the buildings on the property, and the associated grounds as per the plans filed in the Declaration of Condominium ("Declaration").

1.2 "Common Facilities" or "Amenities" shall include, but not be limited to, the main office, community center, stairways, pool deck, tennis courts, meter rooms and service area.

1.3 "Manager" shall mean the Property Manager hired by the Association.

1.4 "Guest" shall mean a person who stays overnight, or longer, but no longer than 30 days, with the permission of an owner or authorized occupant, and where no financial transaction with respect to the use of the unit has occurred or will occur.

1.5 "Visitor" shall mean one who is invited to the condominium property by a unit owner or resident for a day or part thereof.

1.6 "Tenant" shall mean one who occupies a unit for a fixed period in exchange for providing some form of consideration to the Unit Owner.

1.7 "Security" shall mean the employees of the security company with which the Board has contracted for the provision of services from time to time, or shall mean the employees hired by the Association for the provision of security services.

1.8 "Resident" shall mean a Unit Owner or Tenant who is occupying a Unit in accordance with the provisions of the governing documents and the rules and regulations.

All other capital terms used herein shall have the same meaning as the definitions found in Article II of the Declaration.

2. KEYS

The Association has the irrevocable right of access to each Unit during reasonable hours, when necessary for the maintenance, repair or replacement of any common elements or of any portion of a Unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the common elements or to a Unit or Units. In order to effectuate this access, all Unit Owners must provide the management office with two (2) complete sets of working keys to their Unit, including keys for any assigned storage lockers. If a working key is not provided and the Association is required to force entry into a Unit in the absence of the Unit Owner and/or Tenant, the Association shall not be responsible for the damages which could be prevented had a key been provided.

If a locksmith is required in order to open a door in an emergency situation, and the office has no keys to the Unit, the cost of the locksmith will be charged to the Unit Owner, with an additional administrative fee of \$35.00

3. SALE OF A UNIT

In the case of a sale, Article XVIII states in part that, prior to the sale, the Unit Owner shall notify the Board of Directors of the Association, in writing, of the name and address of the person to whom the proposed sale is to be made and furnish such other information as may be required by the Board of Directors including but not limited to the offer or contract submitted by the offeror. **This information is required at least 30 days prior to the closing of the sale.**

BROKERS AND AGENTS. Owners intending to sell or lease their Units must abide by the policies established in Article XVIII of the Declaration of Condominium. The following Rules are also in effect:

3.1 Management, employees, directors and officers of the Association are prohibited from selling or leasing a unit on behalf of a Unit Owner.

3.2 Unit Owners must inform the Manager that a Unit is for sale and advise, in advance, when real estate brokers or agents will be entering the Condominium for the purpose of showing their Unit.

3.3 Open houses or public invitation showing of a Unit may only be held with the prior written authorization of the Board of Directors or Manager of the Association. The cost of any additional security or for additional parking arrangements necessitated by the open house or public invitation showing shall be determined in advance and said costs shall be paid by the Unit Owner.

3.4 Unit Owners must ensure that all brokers and agents exhibit conduct that is, at all times, in accordance with these Rules and provisions of the Association governing documents.

3.5 The Association shall have the right to refuse to give written approval to any sale or transfer of a Unit, until all amounts owed in respect to the particular Unit are paid in full in advance or at the closing date by the title company.

4. LEASE OF UNIT

4.1 In the case of a lease or rental, a Unit shall not be leased or rented without the prior written approval of the Association, which approval shall not be unreasonably withheld.

4.2 The Board of Directors shall have the right to require that a standardized form of lease be used, such form being available at the Association's office.

4 . 3 Notwithstanding the foregoing, a Unit Owner may, from time to time, permit Guests to occupy his Unit, for periods no longer than 30 days, in his absence and without consideration without such occupancy being deemed to be a lease agreement subject to the requirement of approval by the Association.

4 . 4 The Association shall have the right to refuse to give written approval to any lease until all assessments owed with respect to the particular unit are paid in full.

5. SCREENING

All potential purchasers and Tenants, including seasonal Tenants, are subject to a screening procedure as outlined in Article XVIII of the Declaration which states that there shall be deposited and delivered to the Association, a reasonable screening fee not to exceed \$100, per applicant other than husband/wife or parent/dependent child, which are considered one applicant, simultaneously with the giving of notice to the Association of intention to sell or lease. It is understood that no charge shall be made in connection with an extension or renewal of a lease or sublease.

6. INSURANCE

All real or personal property located within the boundaries of the Owner's Unit which is excluded from the coverage to be provided by the Association as required by Section 718.111(11), Florida Statutes, and the Association's governing documents shall be insured by the individual Unit Owner. Unit Owner insurance must include, but not be limited to, all floor, wall and ceiling coverings, electrical fixtures, appliances, air conditioner serving the unit regardless of its location, or heating equipment, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware and similar window components, or replacements of any of the foregoing which are located within the boundaries of a Unit and serve only one Unit and all air conditioning compressors that service only an individual Unit, whether or not located within the Unit boundaries. All personal belongings and property should also be covered by a Unit Owner's insurance. In addition, Tenants shall also obtain insurance for their personal belongings.

7. BALCONIES, TERRACES AND WINDOWS

7.1 No awnings, shade screens or other structures shall be placed on or over a balcony, terrace or the exterior face of a window without the prior written approval of the Board.

7.2 The throwing, disposing or dropping of articles or objects from a balcony, terrace or window is strictly prohibited.

7.3 All objects within the balcony or terrace must be contained within such boundaries. No objects shall be hung from or otherwise protrude beyond the boundary of the Unit.

7.4 The hanging or drying of clothes, beach towels or other items on a balcony, terrace or window is not permitted.

7.5 Mops, dusters, carpets or other items shall not be shaken from or otherwise hung from a balcony, terrace or window.

7.6 Storage is not permitted in the balcony or terrace areas. Patio furniture and plants are permitted.

7.7 The Association provides cable television programming to all unit owners, therefore, no antenna, aerial, tower, satellite dish or similar structure shall be fastened to or erected to the exterior portions of a Unit, the Limited Common Elements or Common Elements.

8. COMMON ELEMENTS AND THEIR USE

8.1 Common Elements are those areas outside of the Unit boundaries, excluding areas designated in the Declaration as Limited Common Elements, and include, the Common Facilities and Amenities.

8.2 For their own safety, children under 12 years of age, shall be accompanied by and, under the constant supervision of, a responsible adult whenever using the Common Elements or Amenities.

8.3 The use of the Amenities is intended for the enhancement of the Resident's lifestyle. Therefore, use of these Amenities is limited to Owners and Tenants. Guests and Visitors may also use the Amenities.

8.4 Lawns, small courtyards and parking areas are not for playing games or to be monopolized by any group.

9. SIGNAGE

9.1 Each Unit Owner shall exhibit no sign, advertisement or notice of any type on the Common Elements or Owner's Unit except as may be approved by the Association.

10. USE AND OCCUPANCY RESTRICTION

10.1 No Owner or occupant shall do, or permit anything to be done in his Unit, or have or keep anything therein which will in any way increase the risk of fire or the rate of fire insurance for any building or on property kept therein.

10.2 No Occupant shall obstruct or interfere with the rights of other Unit Owners or occupants, or in any way injure or annoy them.

10.3 No Occupant shall do anything in his or her Unit which conflicts with the regulations of the Fire Department or in derogation of the applicable Fire Codes, as may be amended from time to time.

10.4 No Occupant shall intentionally do anything on the Condominium property which conflicts with or would cause a claim to be filed with any insurance policy carried by the Association or any other Unit Owner.

10.5 No Occupant shall do anything on the Condominium property, including with their individual Unit, which conflicts with any of the rules and ordinances of the Board of Health.

10.6 No Unit Owner or family member, Tenant, Guest, Visitor, invitee, Licensee or agent of an Unit Owner, may threaten, intimidate or verbally or physically harass another Unit Owner, or another Unit Owner's family members, Guests, Visitors, invitees, Licensees, or Board members, employees or contractors of the Association.

11. VEHICLES, PARKING

11.1 The following guidelines shall apply with regard to permitted and prohibited vehicles on the Condominium property (including, without limitation, any Limited Common Element parking spaces):

- (a) Only 2 vehicles per unit are permitted. Exception may be granted by the Association. In such situation the third vehicle will have to use a designated parking space along the reservoir on the east side of the site. A Second parking fee to be determined from time to time by the Board will then be charged
- (b) Only vehicles showing a decal issued by the Management Office are authorized to park on the Condominium property. If a Resident (or people cohabiting in the same Unit) owns two (2) vehicles, a second parking decal will be issued.

- (c) Parking decals must be placed in the rear window of the vehicle, on the driver's side. Where the rear window is tinted, the decal can be posted on the back side window or windshield on the driver side.
- (d) Tenants must register vehicle with the Management Office who will issue the applicable parking decal.
- (e) Guests staying at a Condominium more than 24 hours must obtain a guest card which must be displayed from the vehicle. This must be obtained from the Management Office.
- (f) Residents must park their vehicle in the parking space assigned to their Unit. Second vehicles must be parked in guest spaces.
- (g) Guest parking spaces shall not be occupied by Owners or Tenants vehicles. Any Owner who has an extra car must have a decal before it may be parked on the property. There are spare parking spaces along the reservoir on the east side of the site.
- (h) From November 15 to April 15, protective covers for vehicles are not allowed. Between April 15 and November 15, a suitable protective cover will be allowed but the vehicle must be parked alongside the reservoir on the east side.
- (i) A written notice will be given to the owner of a non-authorized vehicle requiring that said vehicle be registered within 72 hours or leave the site. At the end of the notice period, the Association reserves the right to have the vehicle towed at the vehicle owner's expense.
- (j) All vehicles must be parked with the front end facing the concrete parking stoppers.
- (k) Vehicle washing with a hose is prohibited.
- (l) Vehicles shall only be parked within the lines of the designated space for the vehicle and shall not be parked in any manner that extends beyond the limits of the parking space or in a manner that may impede the use of any adjacent parking space or any other portion of the parking lot.
- (m) Parking spaces shall not be used for the storage of any material other than authorized vehicles.
- (n) A vehicle shall not be placed, left or parked in or upon a parking space, the Common Elements, or any other portion of the

Condominium property, which does not have a valid license plate, which is not in running condition, or if the vehicle, in the reasonable opinion of the Board or the Manager, poses a security risk or physically damages the property of the Association, either by its length of unattended stay or its poor physical condition (e.g. fluid leaks, flat tires). Upon receipt of notice by the Board or Manager, the person responsible for such vehicle shall be required to attend to the vehicle as directed by the Board or Manager.

- (o) When an Owner or Tenant plans to leave Waterside Village for more than one week (seven consecutive days) a key to any vehicle(s) being left on the property must be provided to the management office in case an emergency occurs requiring that the vehicle be moved. If a key is not left with the management office, and an emergency occurs, the vehicle will be towed at the owner's expense.
- (p) When work is to be performed on the parking lot, including, but not limited to, repaving or repainting the parking lot, vehicles must be removed from the work area or they may be towed at the vehicle owner's expense.

11.2 ONLY passenger automobiles, station wagons, sport utility vehicles and vans, which must have windows on all body panels, may park on the Condominium property except as noted below.

11.3 Without limiting the general provision set forth above, the following types of vehicles WILL NOT be permitted to park on the Condominium property, except as provided by sub-paragraph 11.4 below:

- (a) Commercial vehicles of any type, including, without limitation, any vehicle showing or displaying any commercial, charitable or institutional (e.g., church or school) markings, signs, displays or otherwise indicating a commercial or other non-personal use;
- (b) Vans, other than passenger vans as described above;
- (c) Motorcycles, scooters or other two-wheeled motorized vehicles;
- (d) Limousines or "stretch" limousines;
- (e) Pick-up trucks will be given access and permitted to park in designated areas if the truck bed is covered with a canvas, vinyl or hard cover available from the manufacturer. Trucks of any other type, including, but not limited to and any vehicle with a passenger cab and cargo bed, whether covered or uncovered, whether with a

bed top or without; the term cargo bed being specifically intended to refer to those vehicles with a bed exposed to the elements or covered by a top (as an aftermarket device) which are designed, manufactured marketed or sold primarily for the purpose of carrying cargo rather than passengers;

- (f) Agricultural véhicules;
- (g) Dune buggies;
- (h) Any trailer or other device transportable by vehicular towing;
- (i) Semis, tractors or tractor trailers;
- (j) Buses;
- (k) Travel trailers; U-Haul™ type trailers for purposes of moving in or out must park in the unit's assigned parking spaces and may be on the property for no longer than 48 hours from the time the vehicle arrives for the first time on the property.
- (l) Boats and boat trailers with or without boats;
- (m) Vehicles which are not fully mechanically operable or not currently licensed for use;
- (n) Motorcycle delivery wagons;
- (o) Recreational vehicles;
- (p) Trust mounted campers attached or detached from the truck chassis;
- (q) Motor homes or motor houses;
- (r) Motor vehicles not having any bodies whatever, or incomplete buggies;
- (s) Swamp buggies;
- (t) Passenger automobiles that have been converted for racing;

11.4 While engaged in making deliveries or service calls, or if being utilized by Association employees, trucks and other commercial vehicles may be parked in designated areas for short periods, but not overnight.

11.5 All vehicles parked on the property contrary to the provisions contained herein shall be subject to being towed in accordance with Section 715.07, Florida Statutes, as amended from time to time, at the expense of the owner of the vehicle. Towing shall not be the exclusive remedy of the Association.

11.6 Notwithstanding anything herein to the contrary, but subject to subparagraph 11.4 above, no vehicle or other device shall be permitted to park on Condominium property for other than delivery or service call purposes, if its dimensions exceed the dimensions of the parking space assigned or designated.

12. BICYCLES , ROLLER BLADES SKATEBOARDS

12.1 Bicycles must be stored in the bicycle racks provided or in the screened porches and must be locked at all times. Bicycles may not be left outside or on open patios, balconies, walkways or stairs.

12.2 When absent, Owners and Tenant must store bicycles inside their Units.

12.3 Persons using roller blades, roller skates, bicycles, skateboards or other conveyances with wheels must use caution, adhere to any posted speed limits and respect pedestrians' rights to use the same paths. Use of bicycles, roller skates, roller blades, skateboards and other such conveyances on sidewalks, the shuffleboard courts, tennis courts or around the pool or spa areas is strictly prohibited.

13. GUESTS, VISITORS AND FAMILY MEMBERS

13.1 The Unit Owner or Tenant shall be responsible for ensuring that all Guests and Visitors of the Unit Owner or Tenant comply with all of the provisions of the governing documents and all Rules established by the Board from time to time.

13.2 The Unit Owner shall be held responsible for all damage to property or injury to persons caused by his or her Guests, Visitors, Licensees, invitees and/or agents or by his or her Tenants or the Tenant's Guests, Visitors, Licensees, invitees and/or agents.

13.3 Guests or Visitors that use the visitor parking facilities must provide their names and vehicle identification to the main office and must comply with the applicable parking Rules or their vehicles are subject to towing at the vehicle owner's sole cost and expense.

13.4 The Association, its directors, officers, employees and/or agents, shall not be responsible for any personal injury and/or loss of, or damage to, personal property during the use by any Unit Owner, Tenant, Guest or Visitor of any Amenities or Common Elements. Unit Owners, Tenants and their family members, Guests, Visitors and invitees use the Common Elements and Amenities at their own risk.

14. CONDUCT

14.1 Smoking is not permitted at any time in any indoor portion of the Common Elements, including, but not limited to, the community center, washrooms and changing rooms, office as well as the swimming pool and spa areas (both interior and exterior).

14.2 Boisterous or disruptive behavior is not permitted, at any time, in any of the Amenities or on the Common Elements.

14.3 Security, Board members and/or the Manager are authorized to enforce these Rules and ask anyone violating such Rules to immediately cease and desist or to leave the area.

15. GARBAGE DISPOSAL

15.1 All garbage must be tied securely and disposed of in the trash compactor.

15.2 Recyclable materials must be placed in the designated recycle bins situated in the south-east corner of the Waterside Village property.

15.3 All old appliances, furniture, and other large items must be removed from the condominium property by the unit owner's moving/delivery people or, if not possible, placed in the area designated on the East side of the garbage container .

15.4 Contractors doing any work in a unit must remove all debris from the condominium property at the end of each day.

15.5 All cardboard, packing material and boxes must be broken down before being placed in the dumpster.

16. BARBECUES/FIREWORKS

16.1 No Unit Owner may store an LP tank anywhere on the Condominium property except in a location designated by the Board of Directors

16.2 The use of any fireworks (including sparklers) on the Condominium property is strictly prohibited.

16.3 The Board of Administration strongly suggests that Unit Owners and Tenants use an electric barbecue to do their outside cooking.

17. STORAGE SPACES

17.1 The storage spaces under the stairways and balconies of models "A" and "B" are deemed to be part of the Limited Common Elements, as defined by Article II(I), of the Declaration as those Common Elements which are reserved for the use of certain

Unit or Units to the exclusion of all other Units. Pursuant to Article IX.B(2) of the Declaration, the Association has the authority to assign these storage spaces to Unit Owners, and has done so in the following manner:

- (a) The larger storage spaces under the stairways are assigned to Units with odd numbers.
- (b) The smaller storage spaces under the balconies are assigned to Units with even numbers.
- (c) In the areas where there is an electric meter, the second floor Unit will share the space with the first floor Unit. Items shall be stored so as not to interfere with the access to the electric meters.

17.2 No offensive, corrosive, flammable, explosive, or pungent materials shall be stored in any storage space.

17.3 All storage closets (except closets with electric meters) must be kept locked with a lock provided by the Owners, however, a copy of the key must be provided to the Association to access this area to maintain the Common Elements.

17.4 The maintenance of the stored materials within these spaces is the responsibility of the Owners who are storing materials therein.

17.5 Storage is at the Unit Owner or Tenant's own risk. By permitting use of these spaces, the individual storing materials therein agrees to indemnify and hold the Association harmless from any claims for lost, stolen, or damaged articles.

18. ANIMALS AND PETS

18.1 There are pet restrictions at Waterside Village. Article XXX of the Declaration of Condominium states that no pets or animals weighing in excess of ten pounds shall be kept or harbored on the Condominium property or within the confines of a Unit without the prior written consent of the Association

18.2 Owners of pets must at all times pick up and properly dispose of pet excrements without exception.

18.3 No breeding of pets within Units shall be permitted.

18.4 No pets are allowed in the community center and or the swimming pool areas or washrooms.

18.5 No exotic or poisonous pets are allowed in Waterside Village. Only dogs, cats, fish and birds may be kept in the units pursuant to Article XXX of the Declaration.

19. NOISE/NUISANCE

19.1 Owners, Residents and their families, Guests and agents shall not create or permit any noise that, in the reasonable opinion of the Board or the Manager, unduly disturbs or may disturb the reasonable expectation of comfort and quiet enjoyment of any Unit Owner or Tenant within his or her Unit or any of the Common Elements.

19.2 Devices including, but not limited to, musical instruments, stereos, televisions, radios or other electronic or acoustic devices or noise from pets or vehicles which, in the opinion of the Board, disturbs the comfort or quiet enjoyment of the property by any other Resident are prohibited.

19.3 Residents shall not use their Units in a manner that creates a nuisance or unduly disturbs other Residents of the Building nor shall Residents use the Common Elements or Amenities so as to adversely affect or disturb other Unit Owners or Tenants and/or their Guests, Visitors, Licensee, invitees or agents.

19.4 No shouting or loud conversations may be conducted outside of Units or on balconies or terraces after 10:30 p.m. and before 8:00 a.m.

20. PESTS AND VERMIN

20.1 Residents shall not permit any infestation of pests, insects, vermin or rodents to exist at any time in any Unit or assigned storage area.

20.2 Observations of pests, insects, vermin or rodents shall be reported promptly to the Manager.

20.3 In the event the Board determines that a treatment program is necessary for the elimination of any pests, insects, vermin or rodents, or any of them, all Owners and Residents shall cooperate fully with management by permitting access to the Unit or storage spaces for the purpose of inspecting and treating the Unit or storage space to eradicate the problem.

21. SWIMMING POOLS

21.1 The Association, its Board, officers, employees and/or agents are not responsible for personal injury, or loss of or damage to personal property, howsoever caused, while Residents and/or their Guests are using the swimming pool areas,

21.2 Use of the pool areas shall be governed by the following rules:

- (a) There is no lifeguard on duty. The pools are unsupervised. Residents, family members, Guest and Visitors use the pools and spa at their own risk.

- (b) For safety reasons, bathers under 14 years of age are not permitted in the pools/spa area unless accompanied by a parent or a guardian over 18 years of age.
- (c) All persons must shower before entering the pools or spa.
- (d) Incontinent persons shall not use the pools or spa.
- (e) Polluting the water in the swimming pools/spa, in any way: e.g. spitting, spouting of water, blowing the nose in the pools/spa or on the decks, or otherwise releasing human secretions/excretions, is absolutely prohibited. Additionally, liquids of any type may not be poured into the pool nor may any food or other materials be thrown into the pool.
- (f) Proper swimming attire (garments sold commercially as swimwear) must be worn at pools/spa.
- (g) Persons with shoulder length or longer hair must use a bathing cap.
- (h) Running on the pool decks, diving, splashing, jumping, or any form of boisterous or disruptive behavior is absolutely forbidden in or about the pools or spa areas.
- (i) No person with a communicable disease, or having any open sores, lesions, or rashes on his/her skin shall enter the pool or spa areas.
- (j) No pets are permitted in the pool or spa areas.
- (k) No food, alcohol or glass receptacles of any kind are permitted in the pool or spa areas. However, plastic water bottles containing water may be brought to the pools and spa.
- (l) Radios, tape recorders, CD players or other electronic devices may not be used in the pool or spa areas unless they are battery operated and used only with ear phones for private listening.
- (m) Pool hours are from 8:00 AM to dusk
- (n) A towel must be placed on chairs. However, it is not permitted to reserve a pool chair with clothing, towels or any other object while not being present at the pool.
- (o) No smoking is permitted at the pools or spa areas.

- (p) The gates to the pool or spa areas are to remain locked at all times.

22. DRESS CODE

Everyone must be properly dressed and wearing shoes when going around the site. Shirts or blouses or swim robes are required at all time. Bathing suits or shorts without shirts/blouses, sweaters or swim robes are only permitted at the swimming pools.

23. REPAIRS AND RENOVATIONS

Each Unit Owner is responsible for the maintenance, repair and replacement of all portions of the Unit at his or her own expense, as set forth in Article X, of the Declaration, which states that the responsibility for the maintenance of the Condominium property and restrictions upon its alteration and improvement shall be as follows:

By the Association: All common elements and portion of the Units (except interior wall surfaces) contributing to the support of the Building which such portions shall include, but not be limited to the outside wall of the Building and load bearing columns.

By the unit owner: All portions of the Unit, except the portions to be maintained, repaired or replaced by the Association, including all plate sliding glass doors, windows, screens and doors opening into or onto the Unit.

All such maintenance, repair and replacement, as well as any alterations, renovations or other changes in a Unit undertaken by a Unit Owner, shall be subject to the following additional guidelines:

- (a) Each Unit Owner is responsible for any damage to any portion of the Condominium Property caused by the Unit Owner, his Guests, invitees, contractors or agents, including, but not limited to, any damages incurred as a result of the Unit Owner discharging his or her obligations or exercising his or her rights under Article X of the Declaration. The Association reserves the right to deny access to the property to any Guest, invitee, contractor or agent of an Owner repeatedly causing damage to the Condominium Property.
- (b) The Association may require verification that any contractor on the property has the requisite licensure and carries appropriate levels of insurance, including, but not limited to, worker's compensation insurance and liability insurance. The Association reserves the right to deny access to the property to any contractor who does not fulfill these requirements. The amount of liability coverage required from any individual contractor may be determined by the Board of Directors and/or the Manager based upon the nature of the work contemplated.

- (c) If the work proposed requires a permit from the local building department, the permit must be issued and presented to the Association for verification before the contractor will be allowed on the property. Additionally, copies of all plans submitted for the permit, as well as any plans for work which does not require a permit, must be submitted to the Association Manager for any work requiring approval from the Board of Directors, as provided in Article X of the Declaration, before the contractor will be permitted on the property.
- (d) No work may start before 8:00 a.m. or end after 6:00 p.m., nor may any work be done on Sundays and legal holidays, except in the event of an emergency.
- (e) No work may be done in a manner that will disturb other Owners or Residents or interfere with the rights of other Owners or Residents, including, but not limited to, the creation of unreasonable levels of garbage or debris deposited into Association containers, excessive levels of noise or vibration, misconduct of workers on the property, improper parking of construction vehicles, or the placing of equipment, debris or any other materials by contractors on any portion of the Common Elements.
- (f) Any Unit Owner performing work in his or her Unit must permit the Association to inspect the construction site periodically to ensure compliance with this rule and the Declaration of Condominium.
- (g) The Association, through the Board of Directors and/or the Manager, may deny access to any contractor or other person involved in work within a Unit where the work is performed in a manner that violates any provision of this rule or any provision of the Declaration of Condominium.
- (h) The Association shall not be required to provide access to the Building or to a Unit for any contractor. All arrangements for access must be made by the Owner.

24. HURRICANE SHUTTERS

All Unit have accordion shutters installed. Garden windows have protective boxes which can be removed or left in place. Sidelight windows have removable metal panels. Owners who will be away from the property for extended periods between June and November **must** close all shutters of their Unit and install the metal panel. Tenants **must** close the shutters and install the metal panel before their departure, unless he has made arrangements with the Owner.

The metal panels for sidelights **must** be stored, when not in use, in the electric meter storage space which remains unlocked.

Storage of garden window boxes, if detached from its normal use, is the responsibility of the Owner.

25. HURRICANE PREVENTIVE ACTIONS

Every Unit Owner or his Tenant, **must** move to the inside of his Unit any object that may become a flying object in case of a hurricane. This includes, but not limited to, chair, table, flower pots, wall decoration and barbecue.

Owners who will be away from the property for extended periods between June and November **must** perform such action before their departure. If the last occupant is a Tenant then he has the responsibility to do same before his departure, unless he has made arrangements with the Owner.

26. USE OF COMMUNITY CENTER

26.1 The Association may condition any Unit owner or Tenant's exclusive use of the Community Center for a private party executing a Licensing Agreement approved by the Board, which sets out the terms and conditions for use of the community center or portion thereof. **THE EXCLUSIVE USE OF THE COMMUNITY CENTER EXCLUDES THE POOL AREA.** This document is available in the management office. The terms of the agreement are set forth below (the term "Licensee" shall refer to the Unit Owner or Tenant who is using the facility for his/her function):

- (a) The Licensee shall provide a refundable security deposit for use of the community center in an amount determined by the Board from time to time. These funds will be used to repair damage and/or clean and restore the room to its previous condition, if necessary. Any unused portion of these funds shall be returned to the Unit Owner/Licensee within fourteen (14) business days after the date of the scheduled event.
- (b) The Licensee shall be responsible for any damage from his own act or that of his guests or suppliers and must remain on the said premises at all times during the said function. Prior to the function's commencement, the Licensee shall complete a take-over inspection with a representative of the Association. Thereafter, any damage to the premises or any other part of the property must be paid for in full by the licensee. The licensee shall be responsible for any damage caused by his own act or that of his family, guests or invitees. At the termination of the function, or within 24 hours thereafter, the Licensee shall complete a further inspection of the premises with a representative of the Association and the Licensee

hereby authorizes the Association to deduct from the security/damage deposit the cost to repair damage noted upon the said inspection.

- (c) The Licensee shall pay the cleaning fee charged by the company contracted by the Association if the Community Center in the opinion of the Manager is left in poor condition and the security deposit is insufficient to cover all such costs. Licensee of the Community Center must be present at the time of inspection both prior to and after having the party, function or event. However, in the absence of the Licensee, the Association may proceed with the inspection and clean up and bill Licensee for any additional costs.
- (d) The function/event to be held shall be restricted to personal use only, and not for the use of any other outside organization or related activity, and the Licensee shall not permit any activities on the premises that conflict with any federal or state statute, municipal law, the Condominium Act, or the Declaration, By-Laws or these Rules.
- (e) The Licensee will ensure that all guests and visitors to the function enter and leave Waterside Village by those entrances and exits designated by the Association or its representatives. The Licensee must provide a guest list of all persons who will be attending the party and this list will form part of the agreement. All guests to the event are to sign in with security before being allowed access to the community center. The security guard will be so notified in writing. When leaving, all guests must check out with Security and leave through the designated exits.
- (f) Live bands or the use of disc jockeys are not permitted. Music played on CD players or other playback devices must end by 10:00 p.m. and the premises must be vacated no later than 10:30 p.m. Upon vacating the Community Center, the Licensee leasing the facility must ensure that all guests have left the Community Center and have left the Condominium property.
- (g) Smoking is strictly prohibited inside the community center or within ten feet of the community center and it will be the responsibility of the Licensee renting the facility to ensure that this rule is strictly adhered to by all attendees at the function.
- (h) The Licensee shall be responsible for ensuring that all function accessories are removed from the room in preparation for cleaning immediately following the function. Inspection for damage will be

done with Management and the Licensee immediately after the function, or within 24 hours thereafter.

- (i) The Licensee assumes responsibility for all claims relating to injuries to persons or damage to property or any other loss arising from the use of the premises in the licensing agreement and agrees to indemnify and save harmless the Association against such claims. The Licensee shall be personally liable for any damage caused to the premises, its contents or to any unit or to any part of the common elements by the Licensee or anyone attending the function.
- (j) The Association covenants and agrees with the Licensee to allow, subject to these Rules and the terms of the License agreement, use of the premises unless such use violates any of these provisions or any provision of the governing documents, local laws or ordinances or the Florida Statutes.
- (k) Representatives of the Association shall be permitted to attend the function from time to time to ensure that the covenants and conditions of the licensing agreement are complied with.
- (l) The Association does not have a liquor license and does not serve alcohol. The Licensee agrees to indemnify and hold the Association harmless from any and all claims for injury, death or property damage which results from the Licensee serving or permitting alcohol to be served or used at his/her function.
- (m) Additional provisions not listed in these Rules, may be incorporated into the Licensing Agreement.

27. ACCESS CARDS

27.1 Access cards are required to enter the site, without exception, and are for the exclusive use of the occupants only.

27.2 Instructions how to use access cards will be provided by the management office.

27.3. Tenants must advise the management office 72 hours prior to their arrival date in order for their access cards to be activated. Upon arrival in Waterside Village, Tenants must register with the management office.

27.4 Lost access cards or broken cards (which must be turned in to the office) may be replaced for a fee.

27.5 Fees for the gate cards will be determined by the Board

28. MAIL

Originally, each Unit Owner was given two (2) mail box keys from the U.S. Post Office. These keys are assigned to the Owner's Unit number and cannot be duplicated. If lost, new keys may be obtained from the Post Office at a cost of \$20.

It is the responsibility of the Unit Owner to provide the U.S. Post Office with a mail forwarding address card, issued by the post office, with departure date from Waterside Village.

The office does not accept any personal mail or packages intended for any Resident, Guest or Tenant. The office is not responsible to permit entry for delivery of packages to individual Units,

29. POSTDATED CHECKS

U.S. Banks do not accept postdated checks. All checks for maintenance or assessment fees or other specific issues must be dated when written. Postdated checks that are returned by the bank will incur a charge of \$30.00

30. NOTICES

All announcements, notices for Board or special meetings must be posted on the bulletin board situated in front of the Community Center. The Board reserves the right to post these notices at other places on the site such as at the postal station, the garbage container, the main office and other places.

31. HEDGES

The hedges surrounding the Waterside Village shall be trimmed and maintained by the Association in accordance with existing standard. Unit Owners shall not make any alterations to hedges or other landscaping.

32. VIOLATIONS OF PROVISIONS OF GOVERNING DOCUMENTS AND RULES AND REGULATIONS

32.1 Any non-compliance with the governing documents of the Association or these rules and regulations should be reported to the management office without delay.

32.2 Violations will be handled in the manner outlined in Article XV of the Bylaws.

32.3 Persons who occupy a Unit, as well as their family members, Visitors, Guests, Licensee, invitees, and/or agents, as well as their Tenants and their Tenants Visitors, Guests, Licensees, invitees and/or agents, must obey all Rules of Waterside

Village. Those who violate these Rules or the provisions of the Declaration, Articles of Incorporation or By-Laws are subject to sanctions as provided in the Condominium documents. The Association may also seek the removal of Tenants or anyone other than the Unit Owner from the Unit for violations.

32.4 The Owner assumes responsibility for any damage that may be caused by the Tenant to Condominium property. An Owner leasing a unit shall be responsible along with his or her Tenant for violations of the governing documents and rules and regulations of the Association. This includes damage caused by intentional or negligent acts, as well as all incidental damage to the property during approved repairs or alterations.