



## THE WATERGARDEN, A CONDOMINIUM RULES AND REGULATIONS

The following Rules and Regulations apply regarding the use, operation and maintenance of the Condominium Property, and any other properties which the Board of Directors of the Association (hereinafter the "Board") has authority to administer.

- 1. (a).** Passenger automobiles, sport/utility vehicles, pick-up trucks, passenger vans, motorcycles and mopeds (used for personal transportation and not commercially) that do not exceed the size of one parking space may be parked in the areas provided for that purpose. After May 15, 2007, all such vehicles, except those of guests parked in the valet area or in designated guest parking spaces, shall be registered with the association and shall have affixed to the rear window, if practical, and otherwise to the front window, a numbered registration sticker issued by the association. The association may remove from common elements any vehicle not displaying the registration sticker, or any vehicle displaying the registration sticker which is parked in an unauthorized area. Only registered residents' vehicles are permitted to be parked in the resident's garage and/or assigned parking space (s). Commercial vehicles, commercial trucks, commercial vans, campers, recreational vehicles, motor homes, trailers, house trailers, boats and boat trailers shall not be parked or stored at any place on the Condominium Property; provided, however, the Board shall have the right to permit commercial vans to be parked for a specified period in designated service parking areas. Vehicle maintenance or repairs, except car washing in designated areas, if any, or emergency repairs, is not permitted on the Condominium Property. All vehicles must be currently licensed. No inoperable vehicles may be kept on Condominium Property for more than forty-eight (48) hours. The Developer shall be exempt from this regulation for vehicles which are engaged in any activity relating to construction, maintenance, improvement, installation, and repair or marketing of any portion of the Condominium Property, as are commercial vehicles used by any vendor while engaged in work at the Condominium Property. The prohibition on parking of certain vehicles as set forth in this paragraph shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and other temporary commercial services.

**(b).** Every bicycle kept on common elements of the condominium property, including, but not limited to, bicycle storage areas, on or after May 15, 2007, shall be registered with the condominium association, and shall have affixed prominently to its frame a numbered registration sticker issued by the association. Bicycles kept on common elements shall be kept only in bicycle storage areas, or other locations designated by the Board. After May 15, 2007, bicycles on common elements, including, but not limited to, bicycle storage areas, not displaying the registration sticker, will be removed by the association and disposed of without recourse against the association. Registered bicycles parked in unauthorized areas of common elements will be removed by the association and moved to an authorized area.
- 2.** Recreational facilities will be used in such a manner as to respect the rights of others, and the Board may regulate duration of use, hours of opening and closing and schedule their use.
- 3.** No exterior radio, television or data reception antenna or any exterior wiring for any purpose may be installed without the written consent of the Board; provided however, a Unit Owner may install television and/or telecommunications equipment as provided by Federal law.
- 4.** To maintain harmony of exterior appearance, no one (other than the Commercial Unit Owner as more fully described in the Declaration) shall make any changes to, place anything upon, affix anything to or exhibit anything from any part of the Condominium or Association Property visible from the exterior of the Building, the Common Elements or any other Unit, without the prior written consent of the Board; provided, however, that any Owner may display one portable, removable United States flag in a respectful way. All curtains, shades, drapes and blinds which face exterior windows or glass doors of Units shall be white or off-white in color or lined with material of these colors. Moreover, except only with respect to the Commercial Unit, no articles other than plants and/or patio furniture shall be placed by the Unit Owner on the balcony appurtenant to his or her Unit.

5. All Common Elements inside and outside the Building will be used for their designated purposes only, and nothing belonging to Unit Owners, their family, tenants or guests shall be kept therein or thereon without the approval of the Board, and such areas shall at all times be kept free of obstruction. Owners are financially responsible to the Association for damage to the Common Elements caused by themselves, their tenants, guests and family members.
6. Disposition of garbage and trash shall be only by use of receptacles approved by the Association or by use of garbage disposal units. Specifically, trash placed in the trash chutes must be securely bagged. Newspapers are required to be bundled. Food and vegetable scraps are to be disposed of in the individual residence garbage disposals. Bulky items must be carried down to the trash room on the garage level. No garbage or trash shall be left or placed in hallways or corridors.
7. All persons occupying residences other than the Owners shall be registered with the on-site manager or other designate of the Association at or before the time of their occupancy of the residence. This includes renters and house guests.

Residences may not be rented for periods of less than three (3) consecutive months, with the maximum number of rentals for any unit not to exceed three (3) leaseholds in any calendar year. A copy of these Rules and Regulations must be given to the tenants and guests by the Owner, or the Owner's agent. No residence may be permanently occupied by more persons than the number of bedrooms multiplied by two, nor may more persons, including guests, occupy a residence overnight than the number of bedrooms times two, plus four.

This regulation may not be amended in a way that would be detrimental to the sale of residences by the Developer so long as the Developer holds the residences for sale in the ordinary course of business.

8. The Association may retain a pass key to the residences and, if so retained, the Owners shall provide the Association with a new or extra key whenever locks are changed or added for the use of the Association pursuant to its statutory right of access to the residences. If a pass key is retained, no Owner shall change the locks to his or her Unit without so notifying the Association and delivering to the Association a new set of keys to such Unit. Duplication of Owner's keys to Common Element facilities is restricted in the interest of security. Such keys shall be duplicated only with the assistance of the on-site manager.
9. Children shall be under the direct control of a responsible adult. Children under the age of 16 may not use the pool or spa unaccompanied by an adult and they shall not be permitted to run, play tag or act boisterously on the Condominium Property. Skateboarding, "Big wheels", or loud or obnoxious toys are prohibited. Children may be removed from the Common Elements for misbehavior by or on the instructions of the Board, the Association or the on-site manager.
10. Loud and disturbing noises are prohibited. All radios, televisions, tape machines, compact disc players, stereos, singing and playing of musical instruments, etc. shall be regulated to sound levels that will not disturb others and if used at or in the vicinity of the pool shall be used only with earphones. No vocal or instrumental practice is permitted after 9:00 p.m. or before 9:00 a.m.
11. No barbecue grills will be permitted on any portion of the Condominium Property other than the BBQ grills provided by and maintained by the association located on the 5<sup>th</sup> floor pool deck area.
12. Illegal and immoral practices are prohibited.
13. Lawns, shrubbery or other exterior plantings shall not be altered, moved or added to without permission of the Association.
14. No glass of any kind shall be permitted in the pool area. Any liquid refreshments consumed near the pool area shall be in paper or plastic containers.

15. Laundry and bathing apparel shall not be maintained outside of the residences or Limited Common Elements (balconies and terraces), and such apparel or laundry shall not be exposed to view. No Unit Owner shall permit anything to fall from a window or door of the Condominium or Association Property, nor sweep or throw from the Condominium or Association Property any dirt or other substance onto any of the balconies or elsewhere in the Building or upon the Common Elements.
16. No nuisance of any type or kind shall be permitted on the Condominium Property.
17. Nothing shall be done or kept in any residence or in the Common Elements, which would increase the rate of insurance on the building or contents thereof, without the prior written consent of the Board. No Owner shall permit anything to be done or kept in his residence or in the Common Elements which would result in the cancellation of insurance on the building, or contents thereof, or which would be in violation of any law or building code.
18. Persons moving furniture and other property into or out of residences must notify the on-site manager in advance and use the designated access door into the Condominium. All such moving must be Mondays through Fridays between the hours of 8:00 a.m. and 4:30 p.m. and Saturdays from 8:00 a.m. to 2:00 p.m. Moving vans and trucks used for this purpose must park in the loading dock and only remain on Condominium Property when actually in use.
19. Repair, construction, decorating or remodeling work shall only be performed on Mondays through Fridays between the hours of 8:00 a.m. and 4:30 p.m. and Saturdays from 8:00 a.m. to 2:00 p.m.
20. Pets, birds, fish and other animals, shall neither be kept nor maintained in or about the Condominium Property except in accordance with the following, in addition to the applicable terms of the Declaration:
  - (a) Dogs and cats shall not be permitted outside of their Owner's Unit unless attended by an adult and on a leash not more than six (6) feet long. Said dogs and cats shall only be walked or taken upon those portions of the Common Elements designated by the Association from time to time for such purposes. In no event shall said dog or cat ever be allowed to be walked or taken on or about the pool area or any recreational facilities contained within the Condominium Property.
  - (b) Fish or caged domestic (household-type) birds may be kept in the Units, subject to the provisions of the Declaration.
  - (c) Unit Owners shall pick up all solid wastes from their pets and dispose of same appropriately.
  - (d) Pets that are vicious, noisy, or otherwise unpleasant will not be permitted in the Condominium. In the event a pet has, in the opinion of the Board, become a nuisance or an unreasonable disturbance, written notice will be given to the Owner or other person responsible for the pet, and the pet must be removed from the Condominium Property within three (3) days.
  - (e) Prohibited pets are listed as follows: Pit Bulls and any variety there of (including Staffordshire Terriers), Doberman Pinchers, Rottweilers, Chows, Akitas, and any Wolf-hybrid, Huskies and Presa Canarios or any part/combination of the stated breed.
21. The Management Office is authorized to perform the following services for the specified fees:  
Notary Service - \$5 per stamp, Photocopies - \$.25 each page, Faxes – Local \$.50 first page and \$.25 each additional page, Faxes – Domestic Long Distance \$1.00 first page and \$.25 each additional page. International faxes are not permitted.
22. (a) For use only on vehicles registered with the Association, a unit is entitled to a total of not more than one garage access sticker per assigned space plus two (2). After a complete change of ownership of a unit, the first garage access sticker issued per assigned parking space will be without charge. Additional or replacement stickers will be issued at

\$25.00 each. Stickers being replaced will be deactivated. Stickers must be assigned to a particular vehicle and affixed to that vehicle.

**(b)** An Owner or Lessee may receive a garage access wand from the Association for temporary use by residents of their unit or house guests for a period not to exceed two (2) weeks. A wand will be issued upon receipt of a deposit of \$100.00, which will be refunded if the wand is returned on or before its expiration date. If the wand is not returned on or before its expiration date the security deposit becomes the property of the Association and the wand will be deactivated. Every vehicle entering the garage by use of a wand must display either a registration sticker or a temporary parking permit issued by the Association.

**(c)** If because of the construction of a particular vehicle, a garage access sticker will not function properly in that vehicle, or if a resident customarily uses a different rental vehicle on each visit to the condominium, the unit owner or lessee may purchase a wand at a cost of \$100.00 in lieu one of the garage access stickers to which that owner or lessee is otherwise entitled, but no more than one (1) wand will be issued for any unit.

**23.** Key fobs or common area access devices will only be activated for registered residents of the condominium. Upon the sale or rental of a residential unit, the previous owner's fobs will be surrendered. Surrendered fobs will be activated and issued to the new owner/tenant at no cost. If a unit owner leases their unit out, the unit owner's key fobs will be deactivated. Only unit owners may purchase key fobs with a maximum number of key fobs being issued to any one unit owner being four (4) and any lessee being (2). Fobs will be replaced at no cost for one (1) year from purchase, after the initial one year there will be a charge of \$100.00 per fob.

**24.** (Repealed)

**25.** These Rules and Regulations shall apply equally to owners, their families, guests, staff, invitees and lessees.

**26.** The Board shall have all legal remedies available under law, including, but not limited to the right to impose fines and/or levy Individual Assessments for each violation of these Rules and Regulations or any of the Condominium documents, as provided in the Declaration of Condominium.

**27.** Other than the concierge, the Condominium and management staff is not permitted to do private work for owners, their families, tenants or guests while on duty. If both parties are agreeable, staff may assist such persons privately when off duty.

**28.** These Rules and Regulations do not purport to constitute all of the restrictions affecting the Condominium and Association Property. Reference should be made to the Condominium documents.

**29.** No person whose right to use common elements, common facilities and other Association property is under suspension shall use such elements, facilities or property. The fine for violation of this rule is \$100 per violation, to be imposed against the violator, and if the violator is other than the owner or lessee of the unit, also against the owner and lessee.

**30.** Monetary obligations to the Association are to be paid not later than the due date, or, if applicable, not later than the last day of any grace period. The fine for violation of this rule is \$75 per violation, to be imposed against the violator, and if the violator is other than the owner or lessee of the unit, also against the owner and lessee. This fine is in addition to the late fee of \$25.

**31.** Visitors not accompanied by a resident are required to register at the front desk and to be photographed prior to being admitted into the building. Those refusing to be photographed will be denied access to the premises.



## **WATER GARDEN RULES AND REGULATIONS: RECREATIONAL AND COMMONLY USED FACILITIES**

### **INTRODUCTION**

The following is a list of the recreational and other commonly used facilities to be utilized by the Unit Owners who are residing in the Condominium, their tenants, guests and invitees:

**First Floor-** Garage Areas, Lobby, Mail Room, Clubroom, Patio/Terrace, Library, Multimedia Center and Men's and Women's Restroom.

**Second Floor-** Business Center, Board Room, Sports Lounge and Fitness Room Annex.

**Fourth Floor-** Fitness Center including associated areas.

**Fifth Floor-** Locker rooms including saunas, massage room, recreation deck (including green areas, heated pool, Jacuzzi and recreation building including men's and women's restrooms).

A complete description of these facilities is located in the Condominium Documents, "General Information Concerning the Condominium" #2 page 2.

### **I. GENERAL RULES REGARDING ALL AREAS**

In no event shall any individual or family, other than the individual or family residing in the Unit and their guests, be entitled to use the recreational facilities. (Declaration of Condo. Page 54 XXIX 29.6).

- (a) A maximum of 10 guests is permitted for any common area without prior notification to management.
- (b) All costs for maintenance, repairs and replacements in or to the Recreational or Common Areas arising from or necessitated by the negligence, misuse or neglect of a specific Unit Owner is to be paid solely by the Unit Owner (Maintenance and Repairs, D of C VIII #8.1 page 15).
- (c) In the case where a guest of either the Unit Owner or Lessee causes damage to a common area, the Unit Owner or Lessee will be solely responsible for the costs of repairs.
- (d) Recreational Facilities will be used in such a manner as to respect the rights of others, and the Board may regulate duration of use, hours of opening and closing and schedule their use (R and R #2 pg.1).
- (e) All Common Elements inside and outside the Building will be used for their designated purposes only, and nothing belonging to Unit Owners, their family, tenants or guests shall be kept therein or thereon without the approval of the Board, and such areas shall at all times be kept free of obstruction. Owners are financially responsible to the Association for damage to the Common Elements caused by themselves, their tenants, guests and family members (R and R #5 pg 2).
- (f) Children shall be under the direct control of a responsible adult. Children under the age of 16 may not use the Pool or Jacuzzi unaccompanied by an adult and they shall not be permitted to run, play tag or act boisterously on the Condominium Property. Skateboarding, "Big wheels", or loud or obnoxious toys are prohibited. Children may be removed from the Common Elements for misbehavior by or on the instructions of the Board, the Association or the on-site manager (R and R #9 pg 2), including any employee or contracted employee of management.
- (g) Loud and disturbing noises are prohibited. All radios, televisions, tape machines, compact disc players, stereos, singing and playing of musical instruments, etc. shall be regulated to sound levels that will not disturb others and if used at or in the vicinity of the pool shall be used only with earphones. No vocal instrumental practice is permitted after 9:00 p.m. or before 9:00 a.m. (R and R # 10 pg. 2).



- (h) No nuisance of any type or kind shall be permitted on the Condominium Property (R & R #16 pg.3).
- (i) Smoking is not allowed in any common area or element unless specifically addressed hereto.
- (j) Report vandalism and/or rule violations immediately to the management office or front desk.
- (k) Residents sponsoring events in common areas may utilize valet parking for a total of not more than ten vehicles, including vehicles of event guest and guests visiting the units of sponsors. Availability of valet parking is not guaranteed and is on a first come first served basis with all others using valet parking.

## **II. INDIVIDUAL AREA RULES**

### **A. MAILROOM**

Do Not Enter the Mailroom when mail is being delivered.

Keep area free of clutter. Use the trash can provided to discard any unwanted material.

Bulletin Board under glass is for direct use of The Board and Management Office.

Any notice placed on Bulletin Board not under glass must be with the consent of the Management Office which shall not be reasonably denied.

### **B. CLUBROOM**

Do not move the piano or furniture without the consent of the Board or Management Office.

#### **Regulations for Use of the Clubroom for Private Parties are as Follows:**

The clubroom must be reserved through the Concierge or the Management Office.

A contract must be filled out two weeks prior to the event in order to get approval for the event.

A maximum of 50 guests is permitted.

A list of all guest names is required 72 hours prior to function.

The approved contract and guest list must be at the Front Desk prior to the event.

Residents requiring exclusive use of a common area shall pay a "Use Fee" to be determined by the association. For events with fewer than 20 people no fee is required. Events with 20-50 attendees the fee shall be \$250.00. This rule shall not apply to any organized Committee of the Association.

A refundable deposit must be submitted prior to function and will be returned upon inspection by the Management Office within a reasonable amount of time. Assessments against this deposit will be made if damages have occurred.

There must be a Cleaning Fee paid for each event as per the Common Area Agreement.

There must be a Security Guard Fee paid for each event as per the Common Area Agreement.





Only cocktail and finger food is permitted.

The function may not extend later than 11 P.M.

All music must be reduced to a non-invasive level by 10 P.M.

The Clubroom and all other common areas cannot be reserved for private parties on the following days: New Year's Eve or Day, Super Bowl Sunday, Valentine's Day, St. Patrick's Day, Easter Sunday, Passover, Mother's Day, Father's Day, Memorial Day, Labor Day, Independence Day, Rosh Hashanah, Yom Kippur, Halloween, Thanksgiving Day, Christmas Eve and Christmas Day and during Hurricane warnings or emergencies, or on any day so designated by the Board.

This room is under surveillance at all times.

### **C. CLUBHOUSE EXTERIOR PATIO/TERRACE SEATING AREA**

Smoking is permitted on the exterior patio area. Please properly dispose of used cigarette butts.

### **D. LIBRARY**

Please turn off the television when you leave the room.

### **E. MULTIMEDIA CENTER**

Hours: From 8:30 A.M. to Midnight.

Private use of this room requires approval from the Board or the Management Office.

A maximum of 16 guests is permitted.

A refundable deposit is necessary for private reservations as per the Common Area Reservation Agreement. Refund of this deposit shall follow the schedule set for the Clubroom.

This room may be under surveillance at any time.

May not be reserved on the excluded days (See Clubroom).

This room is under surveillance at all times.

### **F. BUSINESS CENTER**

This room is equipped with computer stations, fax and laser printer.

This room is under surveillance at all times.

### **G. BOARD ROOM**

Hours: From 8:30 A.M. to Midnight.



The Board of Directors and Association Management have priority use of the Board Room for conduct of the affairs of the Association except when it has been reserved in advance by an owner or lessee;

Owners and lessees may reserve the Board Room through the Concierge or Management Office for occasional and non-successive periods of up to four (4) hours when it is not in use by the Board or Management;

Owners and lessees may use the Board Room without reservation when it is not in use by others, but must vacate on request of the Board or Management or, after four (4) hours of use, on the request of another owner or lessee:

The Board Room may not be used by owners or lessees for any business or employment purpose, except that it may be used for the conduct of their own personal matters. As examples, an owner may use the room to meet with his or her real estate agent, attorney, insurance agent, decorator, etc., but an owner who is a real estate agent, attorney, insurance agent, decorator, etc., may not use the room for any purpose in conjunction with his or her business or employment, such as for meetings with his or her clients, prospective clients, colleagues, etc...;

Maximum occupancy of the Board Room is 10 persons;

The Board Room may not be used for meals or other food service, except that light food and beverages are permitted when coincidental to a working meeting; and

After use, the owner or lessee shall return the Board Room to the same state of cleanliness in which it was found and remove everything brought into the room.

This room is under surveillance at all times.

## **H. SPORT LOUNGE**

Hours: From 8:30 A.M. to Midnight.

Children under the age of 12 years are not permitted to use the pool table unless under direct supervision of an adult.

No food or drink other than water in a plastic container is permitted.  
Return equipment to its appropriate storage area after use.

This room is under surveillance at all times.  
Please turn off the television and lights before leaving the room.

## **I. FITNESS CENTER, FITNESS CENTER ANNEX AND SAUNA**

Hours: From 5A.M. to Midnight.

This room cannot be reserved.

Use the Fitness Center at your own risk.

For safety reasons, individuals under the age of 16 are not permitted in The Fitness Center.

All equipment must be wiped down with provided disinfectant and towels after use.

There is a half hour time limit on all aerobic equipment while others are waiting.





Proper attire and shoes must be worn.

Sandals and swimming attire are not permitted.

No food or beverages other than water in plastic containers are allowed.

Under no circumstances is any additional equipment to be brought in to the Fitness Center.

The Fitness Center is under surveillance at all times. This should in no manner be considered security or health safety monitoring.

Report vandalism or rule violations immediately to the management office or front desk on weekends.

Check with your health care professional prior to starting or modifying any exercise program.

Please turn off the television and stereo before leaving this room.

In case of Emergency call 9-911.

#### **J. POSTED WARNING REGARDING USE OF SAUNA**

Sauna exposes the users to elevated temperature.

If used improperly or by inappropriate persons, exposure to heat can be harmful to health; causing overheating, hypothermia, or even death.

Leave Sauna Immediately if Uncomfortable, Dizzy or Sleepy.

Staying too long in Sauna can cause overheating and even death.

Especially at risk are children under the age of 10, the elderly, and those using alcohol drugs or medicine.

Check with your Doctor before using Sauna if pregnant or under medical care.

#### **K. POOL AND JACUZZI RULES**

Hours: From 5:30 A.M. to Midnight.

No glass items or pets are allowed in pool/Jacuzzi area.

No food is allowed while in or within ten (10) feet of the pool or Jacuzzi.

Persons under 16 years of age are prohibited, unless accompanied by an adult.

No running, horseplay or ball playing in pool/Jacuzzi or on pool deck.

No diving or jumping into pool/Jacuzzi. Enter utilizing ladders.

Persons with infection or contagious health conditions are not permitted in water.



Unless approved by Management, no foreign floating object, other than life preservers when used for safety, are permitted in pool.

Scuba equipment is prohibited unless authorized by The Board.

No bicycles, tricycles, skates, scooters or skateboards are permitted on the pool deck.

Persons in diapers must wear approved swim pants.

Smoking is not permitted in the pool/Jacuzzi or within ten (10) feet of the pool/Jacuzzi area.

Pool furniture must be covered with a towel before use if suntan/oil products, et al, will come into contact with furniture. Music and noise must be kept at levels not disturbing to others. Use earphones (as per R and R #10 pg.3).

Safety equipment must be used for its intended purposes only.

Residents are responsible for their own and their guests compliance with these rules and all others governing the use of recreational facilities.

In case of an Emergency call 9-911. Phone is located at Bathroom Area behind countertop.

#### **L. SPECIAL JACUZZI RULES**

A max bathing load: 11

No glass is permitted in this area.

Max temperature 104 degrees.

Shower before entering Jacuzzi.

For health reasons, a 15 minute use limit is mandatory.

Use of Jacuzzi is at your own risk.

Do not use if pregnant, you suffer from diabetes or you have high blood pressure.

Do not use if you have consumed alcohol, narcotics or drugs that cause drowsiness or the lowering of high blood pressure.

Enter and exit Jacuzzi slowly.

For safety reasons, do not fully immerse head.

#### **M. RECREATION DECK/GARDEN AREA**

Hours: From 5:30 A.M. to Midnight.

Absolutely no pets are allowed on the Recreational Deck/Garden Area.

No glass or breakable items are allowed on this area.



No Association owned property or common element located on the Recreation Deck may be reserved in advance without authorization from the Property Manager.

**Regulations for Use of This Area for Private Parties are as Follows:**

All private events hosted on the Recreation Deck must be arranged thru the Property Manager.

Contract must be filled out 2 weeks prior to the event to ensure appropriate time for approval for the event.

A Maximum of 50 guests is permitted.

A refundable deposit must be submitted prior to function and will be returned upon inspection by the Management Office within a reasonable amount of time. Assessments against this deposit will be made if damages have occurred.

A list of all guest names is required 72 hours prior to function.

The approved contract and guest list must be at the Front Desk prior to the event.

There must be a Cleaning Fee paid for each event as per the Common Area Agreement.

There must be a Security Guard Fee paid for each event as per the Common Area Agreement.

Full catered events are allowed.

This area cannot be reserved on excluded days (see Clubroom).

**N. BBQ GRILL AREA RULES AND REGULATIONS**

Grills are available between 10:00 AM until 9:00 PM (7 Days).

Grills are available on a first come / first serve basis.

Grills and surrounding areas must be cleaned immediately after use.

The Cabana wet bar sink may not be used to clean grilling tools, utensils, and plates.

No one under 18 years of age may operate the grills without adult supervision.

A closed container (Tupperware etc.) must be used when transporting both cooked and un-cooked food throughout the common areas.

The BBQ grills / area will be cleaned by the Staff once a day in the AM.

BBQ grills area monitored by 24 hr CCTV cameras. Failure to comply with the above written rules and regulations may result in loss of use rights of the BBQ grills.



**WATERGARDEN RULES AND REGULATIONS:  
ADDITIONAL SPECIFICATIONS AND REVISIONS**

**III. PARKING & VEHICLE USE**

- A. Safety Rules for driving on WaterGarden entryways, ramps and in the parking garage are strictly enforced. Be alert. Watch for oncoming traffic, especially at turns in the garage, and watch for vehicles backing out of parking spaces. Be careful when backing out of your space.
- a. Do not exceed the Ten (10) mile per hour speed limit.
  - b. Stop for Pedestrians.
  - c. Obey all traffic and parking signs. "Rolling Stops" at stop signs strictly prohibited.
  - d. Stay in your lane. Remain on designated driveways and ramps.
  - e. Do not drive over curbs, gardens or pedestrians walkways.
  - f. Do not tailgate at entry gates.
  - g. Do not transport or store hazardous materials on WaterGarden property.
  - h. Do not park leaking vehicles. All vehicles must be properly maintained and free of oil, transmission, and other fluid leaks.
  - i. Violators are subject to fines a towing at violator's expense, and where applicable, prosecution.
  - j. Violators will be responsible for any resulting damages to the Association's property and/or their own.

**B. DRIVER COURTESY**

- a. Park in designated areas only. Do not block right-of-way. No double parking. Unattended vehicles in violation are subject to towing at violator's expense.

**C. ASSIGNED RESIDENT PARKING AND GUEST PARKING**

**b. Vehicle Requirements**

- i. Vehicle must be currently licensed
- ii. Vehicle must be operable
- iii. Vehicle must be registered with the management office

**c. Prohibited Vehicles**

- i. Non-Licensed Vehicles.
- ii. Commercial Vehicles. Trucks, vans or other vehicles are not permitted. Vehicles featuring conspicuous advertising or business identification are not permitted. Tool sand equipment may not be visible.
- iii. Oversized Vehicles. Vehicles must be parked within the floor stripes marking the boundaries of each parking space. Vehicles that exceed the width and/or length of these boundaries are not permitted.
- iv. Specialized or Multi-Purpose Vehicles, such as, but not limited to: campers, recreational vehicles, motor homes, boats or trailers of any kind (including house, boat or utility trailers).
- v. Bicycles or Mopeds. Registered bicycles or mopeds may be parked only in Bicycle Storage areas, if available.
- vi. Improperly Parked Vehicles. All vehicles are strictly prohibited from parking in spaces other than those specifically designated for Assigned Resident Parking, Designated Motorcycle Parking Areas, or Bicycle Storage, as applicable.
- vii. Unregistered Vehicles. All vehicles in Resident or Guest Parking must be registered according to WaterGarden procedures.
- viii. Disabled or Inoperable Vehicles. No inoperable vehicles may be kept on Condominium Property for more than forty eight (48) hours. All other prohibited vehicles must be removed immediately upon notice by the Property Manager's Office or the Board of Directors. Vehicles in violation shall be towed at violator's expense. The Board of Directors may also levy a fine against Owner or Lessee who is responsible for the vehicle in violation, as allowed by Florida Statutes.

d. Rules Specific to Resident Parking

- i. Each Condominium Unit is required to retain a minimum of one parking space. The required space may not be assigned or sold separately from the Unit.
- ii. A Unit Owner may sell or assign additional Resident parking space(s) to another Owner, or assign such space(s) to a Lessee. A parking space may not be sold to a non-Owner.
- iii. All vehicles parked in Owner/Lessee Parking must display the appropriate identification that they have been registered by the Property Manager's Office. Violators are subject to towing at violator's expense.
- iv. Parking permits are available on a long term or short term basis for rental cars registered under Owner/Tenant's name. Certain restrictions apply. See the Property Manager for details.
- v. Resident parking spaces may not be used for the storage of non-vehicles, including but not limited to grocery carts, storage containers, etc.

di. Rules Specific to Valet Parking

- i. The area of the garage bounded by spaces 36 through 100, and the adjacent driveways, is the guest parking area, and except as hereafter set forth, may be used by guests only while visiting residents in the building, and by guests of the Manager only while conducting Association business.
- ii. No person other than a valet shall park a vehicle in, or retrieve a vehicle from, the guest parking area, except that a vendor, if advance permission is given by the Manager, may Self Park and self-retrieve a vehicle.
- iii. All parking in the guest parking area is on a first come first served basis, and no person may reserve parking. Residents do not have priority over guests.
- iv. A vehicle may remain in the guest parking area for no more than 48 hours unless specific advance permission is given by the Manager. The Manager may require that a vehicle not having permission be removed and the vehicle may not again enter the guest parking area for twenty-four hours.
- v. A guest may have no more than a total of one vehicle parked in guest parking
- vi. Residents, who are utilizing all of their assigned spaces for their own vehicle(s), may have per unit not more than one additional vehicle of their own parked in the guest parking area. This additional vehicle must be registered with the Association.
- vii. If a parking space assigned to one unit is leased to a resident of another unit, the vehicles' of the residents and guests of the first unit may not be parked in the guest parking area.
- viii. The fine for a violation of this guest parking rule is, \$100.00 per occurrence. Allowing a vehicle to remain in the guest parking area in violation of these rules for more than one day without being removed from the area constitutes a continuing violation and the fine for each continuing violation is \$100.00 per day, not to exceed a total of \$1,000.00. The fine is joint and several against the unit owner(s) and in addition, if applicable, the tenant(s), licensee(s) and invitee(s) of the unit owner(s). The fine for violation of this Rule is in addition to, and not in lieu of, all other remedies available to the Association, including towing. Vehicles not in compliance with these rules will be towed at sole expense of the owner of the vehicle. Provided that if the sole violation is of Rule iv above, a vehicle will be towed, upon giving 48-hour notice of intent to tow.
- ix. The Board or Manager may temporarily alter procedures relating to the use of the guest parking area during special community events such as parades, festivals and celebrations.

dii. EXPRESS DELIVERY PARKING

- a. Standard-sized delivery vehicles carrying small packages, dry cleaning, restaurant food and similar items for dropping off at the front desk or to Residents may be parked temporarily ONLY in the designated service parking area near the main entrance, subject to availability. Rules prohibiting double-parking and blocking driveways are strictly enforced.
- b. Express delivery parking may not exceed 10 minutes.

#### E. SERVICE VEHICLES

- a. Service vehicles may be parked in designated areas of the parking garage while providing non-Express deliveries or other services to Residents. All service vehicles and their personnel must be registered and scheduled in advance by the Property Manager's Office. Service Parking is permitted between the hours of 8a.m. and 4:30p.m. Monday through Friday and Saturdays from 8:00a.m. to 2:00p.m. All WaterGarden procedures and rules must be followed. Moving trucks and vans must be moved off WaterGarden property immediately upon completion of loading or unloading.

#### F. EMPLOYEE VEHICLES

- a. Must be pre-registered by the Property Manager and may park in designated parking areas only. Employee vehicles must be removed from the parking garage immediately upon completion of the work day, as employee spaces may be reassigned during off-work hours for additional guest or service parking, as needed.

#### G. ASSOCIATION PARKING: PROPERTY SERVICES

- a. The Property Manager's Officer will register and monitor vehicles that are parked in the WaterGarden for purposes of providing deliveries or services of the Association.

#### H. HANDICAP PARKING

- a. No vehicle shall be parked in any space marked "Parking by Disabled Permit Only" except in compliance with law, nor shall a vehicle parked in compliance with law remain in a handicap space for more than 48 hours without being moved from the space, and if required by the Manager to be moved, the holder of the handicap parking permit shall not return a vehicle to any handicap space on the premises for a period of twenty-four hours. This rule is strictly enforced and vehicles in violation shall be towed at violator's expense. The fine for violation of this Rule is \$100.00 per occurrence. Allowing a vehicle which is in violation of this rule to remain in a handicap space for more than one day without being moved from the space, constitutes a continuing violation and the fine for each continuing violation is \$100.00 per day until the vehicle is removed, not to exceed a total of \$1000.00. The fine is joint and several against the unit owner(s) and in addition, if applicable, the tenant(s), licensee(s) and invitee(s) of the unit owner(s). The fines and prohibitions for violation of this Rule are in addition to, and not in lieu of, all other remedies available to the Association, including towing. If the holder of a valid handicap parking permit has filed a copy of the permit with the manager of the Association, a vehicle registered with the WaterGarden occupying a handicap space will not be towed and no fine will be levied where the sole violation is failure to display that holder's valid permit.

#### I. SPECIALIZED TRANSPORT EQUIPEMENT & BICYCLES

- a. No vehicles of any kind may be brought into, used or parked in non-garage areas of the WaterGarden building, except for the following specially transport equipment:
  - x. Ambulatory equipment for the handicapped, such as wheelchairs and motorized scooter.
  - xi. Hand-pushed child transports such as strollers or prams.
  - xii. Small carts for such purposes as transporting medical equipment, groceries and other personal goods, or for Valet services.
  - xiii. Certain hand [pushed] transports that may be deemed necessary for the maintenance and upkeep of the WaterGarden Property, for deliveries, or to service owner Units. The transports must be pre-approved and registered by the Property Manager's Office and must adhere to strict guidelines provided at the time of registration.
  - xiv. Bicycles may be stored in owner's units but must not be stored on patio area. Bicycles must be clean/wiped of any debris proof to entry into the building, and must be lifted/carried across common areas (Floors, hallway carpet, etc.) and special care must be taken so as not to leave marks or damage carpet/flooring/walls/elevators.



#### J. VEHICLE WASHING, MAINTENANCE & REPAIRS

- a. Vehicle maintenance or repairs are not permitted on the Condominium Property, except washing of Resident vehicles as follows:
  - xv. Vehicle washing is permitted, on a first come first served basis, in the designated vehicle washing area only.
  - xvi. The wash area is restricted to use by Residents only.
  - xvii. If a Resident vehicle is to be washed by a non-Resident, the non-Resident(s) must be pre-registered at the Front Desk and be supervised by the Resident.
  - xviii. The vehicle and all cleaning rags and other equipment must be removed from wash area immediately upon completion of cleaning.
  - xix. A vehicle may not be left unattended in the wash area.
  - xx. Violators are subject to a fine and the vehicles may be towed at violators' expense. The Residents shall be responsible for any damages to the WaterGarden or other property.

#### IV. SATELLITE DISH GUIDELINES

Residents may install satellite dishes in their apartments. Residents living in units that can receive satellite signals and wish to install satellite dishes must adhere to the following guidelines:

- A. Dish must be installed within the apartment or on a balcony that is part of the apartment.

You may not install a satellite dish in a common area or on the roof. You may not install a satellite dish outside of your apartment except on a balcony and you may not install a dish on an exterior wall or balcony railing or glass. You may install a dish entirely inside your apartment if you choose.
- B. Satellite dish must not be larger than one meter in diameter.
- C. Dish must be securely mounted and may not extend beyond the edge of the apartment or balcony.

Your dish must be mounted in such a manner it cannot be dislodged. It must not extend beyond the edge of the balcony. You may not hang a dish out any window.
- D. Installation must not damage the apartment.

You must not damage the apartment when installing your dish. You may not drill holes in railings, exterior walls, or any other location where holes might impair the building's weatherproofing or there is risk of striking electrical or water lines.
- E. Dish must be professionally installed on industry approved mounting devices.

WaterGarden Condominium Association, Inc. reserves the right to remove any dish deemed unsafe, unsecured or in violation of these conditions.
- F. You are liable for any injury or damage to persons or property caused by your dish, and you must maintain liability insurance covering any such injury or damage.

Installation and operation of your dish is at your own risk.
- G. In the event of high winds and/or storms you must secure dish inside of your residence.

WaterGarden Condominium Association, Inc. will not be responsible for any vandalism, damage or theft of satellite dish system.

## V. PET RULES & REGULATIONS

- A. No more than two (2) domestic dogs, cats, or combination thereof may be maintained in a Residential unit.
- B. Other domesticated pets may be kept in reasonable numbers. Fish or caged domestic (household-type) birds may be kept in the Units, subject to the provisions of the Condominium Declaration.
- C. Domesticated pets are permissible, provided such pets:
  - a. Are in compliance with applicable laws and regulations.
  - b. Are not left unattended on balconies.
  - c. Are not nuisances to neighboring residents.
  - d. Are not a breed considered to be dangerous by the Board of Directors. Neither the Board nor the Association shall be liable for any personal injury, death or property damage resulting from a violation of the foregoing and any occupant of a Unit committing such a violation shall fully indemnify and hold harmless the Board of Directors, each Unit Owner and the Association in such regard. Prohibited pets include: Staffordshire Bull Terriers (including Pit Bulls and any variety thereof, Doberman Pinschers, Rotweilers, Chows, Akitas, any Wolf Hybrid, Huskies and Presa Canarios or any part/combination or the stated breed. This list may be added to or revised at the discretion of the Board.
  - e. Unit owners and residents are responsible for the pets of their guests at all times while anywhere on Association property, and are subject to all rules and regulations as if the guest's pets are their own pets.
- D. If a Resident's or Guest's pet causes damage to Landscaping or to any other Common Element, that Unit Owner is responsible for repairing such damage. The Association retains the right to implement said repairs and charge the Unit Owner or resident. Therefore, without limiting the generality of Article 22 of the Condominium Declaration, a violation of the provisions of this paragraph shall entitle the Association to all of the rights and remedies, including, but not limited to the right to fine or individually assess Unit Owners and/or require any pet to be permanently removed from the Condominium Property. Any fines issued will be in accordance with Florida Statute 718.303(3).
- E. Pets, birds, fish and other animals, shall neither be kept nor maintained in or about the Condominium Property except in accordance with the following:
  - a. Dogs and cats shall not be permitted outside of the Resident's Unit unless attended by an adult or a responsible person at least 12 years old. Dogs and cats must be on a leash at all times, including hallways and all other common areas. The leash cannot exceed six (6) feet in length.
  - b. Pets are only permitted in the Front Lobby when entering and exiting the building, and may only stop and pause within the lobby when residents are dropping off or picking up deliveries at the front desk. Unruly pets must use the rear entry / exit, and are not allowed in the front lobby or mailroom.
  - c. Dogs and cats are not permitted anywhere on the pool deck or in any of the recreational facilities within the Condominium Property.
  - d. No pets are permitted in any Limited Common Element storage space.
- F. Dogs may be walked in designated "dog walk" areas only. Residents are specifically prohibited from allowing their or their guest's pets to urinate or defecate on any common area in the front entry areas of the condominium up to and including along North New River Drive East. Designated dog walk areas are any grass area adjacent to any side of the garage structure.
- G. Loitering with dogs is not permitted anywhere on association property. Lingering or congregating with one (1) or more dogs present in any main entry area (front lobby, elevator lobby, lobby hallway, mailroom, outside of front door, around outdoor benches) is not permitted.
- H. Any pet accident which occurs in a common area, such as a hallway, elevator or lobby must immediately be cleaned by pet owner. A "Clean-Up Kit" (cleaning spray, pet waste bags, paper towels) is available at the Front

Desk. Any occurrence of accident on the property not properly cleaned should be brought to the attention of the front desk. Owners are subject to a clean-up fee and/or a fine for each failure to clean-up promptly after a pet accident.

- I. Pets that are vicious, noisy, or otherwise unpleasant will not be permitted in the Condominium. In the event a pet has, in the opinion of the Board, become a nuisance or an unreasonable disturbance, a written notice shall be given to the Pet Owner or person responsible for the pet, and the pet must then be removed from the Condominium Property within three (3) days.
- J. While entering, exiting and using the elevators, elevator lobbies (all floors) and mailroom, pets must be well behaved and tightly controlled. Dog owners must assure their dogs stay closely at their side and do not disturb (including unwanted licking, sniffing, etc.) other occupants of these and other common areas. No more than two (2) pets are allowed in an elevator at any one time.
- K. No one person is permitted to walk more than two (2) pets at any one time while on or within association common property.

## **VI. HURRICANE SHUTTER SPECIFICATIONS**

All shutters must be Dade County approved accordion HR “hi-rise” shutters (Broward County adopts Dade Counties shutter codes).

The shutter product must be approved and designed to comply with the Height Velocity Hurricane Zone of the Florida Building Code.

Labeling: Each unit shall bear a permanent label with the manufacturers name or logo, city, state and the following statement “Miami-Dade or Broward County product Control Approved”.

Permits will be required for all shutter installations.

- A. Description:
  - a. HR “hi-rise” Aluminum Accordion Shutters for all floors.
  - b. Top and bottom rails according to code will have a minimum of 2.5’ from edge of concrete to the fastener, maximum of 3’.
  - c. Patio doors will be ceiling and floor mounted.
  - d. Wall thickness of all extrusion varies from .054 to .105. The product approval drawings show all detaches as well as all proper span charts.
- B. Missile Impact Rating:
  - a. Large and Small Missile Impact
- C. Hardware:
  - a. Stainless steel and galvanized.
  - b. Tap cons to masonry walls (all penetrations must be waterproofed).
- D. Color:
  - a. Ivory (baked on). Must match office sample.



**ADMENDMENT TO WATERGARDEN RULES & REGULATIONS  
EXTENDED ABSENCE FROM CONDOMINIUM UNIT; MOLD, MILDEW AND SIMILAR TOXIC GROWTH**

**VII. EXTENDED ABSENCE FROM CONDOMINIUM UNIT**

- A. When a condominium unit will be unoccupied for 7 or more consecutive days, the unit owner or resident must:
  - a. Turn off both the main hot and cold water supply valves to the unit to prevent accidental water damage. Be careful NOT to turn off the air conditioner supply line valves. See Association management if there are questions or assistance needed.
  - b. Set air conditioner to 78 degrees or below to lower humidity to avoid mold.
  - c. In case of a resident alert to remove all items from balconies, arrange to have someone bring in all items including all furniture.
- B. When a condominium unit will be unoccupied for 15 or more consecutive days, the unit owner or resident must:
  - a. Arrange to have someone routinely and periodically (approximately every 2 weeks) inspect the unit, in order to maintain a continuous and meaningful monitoring of the unit, to determine whether any mold, moisture, water leaks, or damage has occurred. Immediately notify the unit owner of any problems. If needed, the building's concierge can arrange to check the unit.
  - b. Bring in everything off the balconies, including heavy furniture.
  - c. In the case Association staff is needed to clear your balcony of items, a service fee will be charged to the unit owner and/or resident. The fee is determined by Association management.

**VIII. MOLD, MILDEW AND SIMILAR TOXIC GROWTH**

- A. Unit owners are required to maintain the interior of their unit at all times in a manner that would prevent the development of mold growths defined here to also include mildew, bacterial, fungal and other similar toxic growths.
- B. In the event that mold growth occurs in the unit, the unit owner must take immediate action to remove the mold and sterilize the unit, and the owner and/or occupant must also immediately notify the Association management by phone and in writing (email is preferred).
- C. Every owner, including an owner who does not reside in a unit, is required to routinely and periodically inspect and maintain their unit to ensure the absence of mold, water, moisture, leaks and other conditions that could harm their unit, other units and the Association's common elements.
- D. If water is present or there is water and / or mold damage present in their unit:
  - a. When mold is present, immediately notify the Association management by phone and in writing (email is preferred).
  - b. Immediately remove and thoroughly dry visible moisture or water accumulation or condensation on windows, window sills, floors and any other surfaces within their unit
  - c. Immediately clean, dry, and disinfect all surfaces where liquid spills or leaks occurred within their unit
  - d. Promptly remove damaged materials that cannot be thoroughly and quickly dried, such as drywall and insulation, without causing further damage to their unit, any other unit, or the common elements
  - e. Engage a qualified, professional, licensed, insured remediation company to mitigate and remediate any mold, water or other damage to their unit resulting from moisture, leaks, or spills
- E. Unit owners and occupants are required to immediately report to the Association management any actual evidence of existing mold as well as any event that could lead to the growth of mold such as:
  - a. Any evidence of a water leak or water infiltration or excessive moisture in their unit or in the common elements
  - b. Any evidence of mold within their unit that cannot be completely removed with a common household cleaner or any evidence of mold in the common elements
  - c. Any failure or malfunction of any heating, ventilating, air conditioning, or similar device serving their unit or the common elements