

**RULES AND REGULATIONS  
WATERFRONT OWNERS ASSOCIATION, INC.  
UPDATED NOVEMBER 2021 RULES AND REGULATIONS  
Approved December 7, 2021**

The Rules and Regulations hereinafter enumerated constitute the Rules and Regulations of the Association, promulgated pursuant to the Declaration of Condominium for Waterfront at Main Street, a condominium (the "Declaration"), and shall be in effect until amended by the Board of Directors. Capitalized terms used herein shall have the meanings given them in the Declaration, unless otherwise expressly defined herein. These Rules and Regulations shall apply to and be binding upon all Owners, Tenants, Occupants, and Guests.

**1. APPEARANCE AND MAINTENANCE:**

- (a) The streets, drives, drive isles, sidewalks, walkways, entrances, stairs, and landings must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the Units, nor shall any carriages, bicycles, wagons, shopping carts, chairs, benches, tables, or any other object of a similar type and nature be left therein or thereon. However, pursuant to Section 12.11 of the Declaration, there may be a single welcome mat in the walkway immediately in front of the entry door to a Unit.
- (b) Personal property of Occupants shall not be stored outside their Units, unless properly stored within the Storage Locker assigned to that Unit or another storage area designated by the Board.
- (c) No garbage cans, supplies, containers, or other articles of any Occupant shall be placed in or on the walkways, stairs, landings, hallways, and entry ways, nor shall any linens, cloths, clothing, curtain, rugs, mops, or laundry of any kind, or other articles be shaken or hung from any of the windows, doors, walkways, stairs, landings, Terraces, Architectural Features, railings, or entry ways, or exposed on any part of the Limited Common Elements or Common Elements. The Limited Common Elements and the Common Elements shall be kept free and clear of refuse, debris and other unsightly material..
- (d) No person shall allow anything whatsoever to fall from the windows, walkways, stairs, landings, Terraces, Architectural Features, balconies, entry ways or doors of the Condominium, nor sweep or throw any dirt, waste or other substances out of the Unit or its Limited Common Elements, or on the Common Elements of the Condominium.
- (e) Refuse and garbage shall be deposited only in the areas and receptacles provided therefore. All garbage must be bagged and secured. Each Occupant shall comply with any applicable recycling laws, rules or ordinances.
- (f) No floor covering shall be permitted on a Terrace that is determined by the Board to have a deleterious impact on the structural or waterproofing integrity of the building, including but not limited to, carpeting, whether indoor or outdoor.
- (g) No exterior radio, television, or other radio or telecommunication antenna installation, or sending or receiving device, or other wiring, is permitted, except as provided in Section 12.9 of the Declaration.
- (h) No sign, advertisement, notice or other similar material shall be exhibited, displayed, inscribed, painted or affixed, in or upon any part of the Units, Limited Common Elements or Common Elements, by any Owner or Occupant without written permission of the Association. See Section 12.7 of the Declaration.
- (i) No flammable, combustible, or explosive fluid, chemical or other substance shall be kept in any Unit or Limited Common Element, except those necessary and suited for normal household use.
- (j) Owners, Occupants, Guests, and their Families, servants, employees, agents, or visitors shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of any building, except for entry reasonably necessary to inspect, service, maintain, and replace air conditioning equipment located thereon, if any.

- (k) All blinds, drapes, curtains, shutters, shades, and other window treatments that are or may be visible from outside a Unit must be white or off-white in color, unless otherwise expressly approved in writing by the Board, and the Board shall not approve any color that does not harmonize with the exterior appearance of the building. No reflective film or coating is permitted on any such window. However, Architectural Review Committee approved white or frosted window film is allowed on front door sidelight windows. See Section 11.4(e) of the Declaration.

**2. ALTERATION OF CONDOMINIUM:** Owners are specifically cautioned that their right to make any addition, change, alteration, or decoration to their Unit or the exterior appearance of any portion of the Condominium is subject to the provisions of the Declaration of Condominium, and is also subject to prior approval of the Board and the Modifications Committee of the Community Association. For example, no Owner may install screen doors, paint any exterior surface, or apply any type of film or covering to the inside or outside of window or door glass without the prior approval of the Board and the Modifications Committee. All such additions, changes or alterations must be presented in writing to the Board of Directors for approval, accompanied by written plans when requested or drawings and specifications. The Board of Directors may approve such requests only if the Association is protected against, or indemnified as to, construction liens and/or claims arising from such work. If the Board approves of any such alteration, the request must then be forwarded to the Community Association for approval by the Modifications Committee. See Article 11 of the Declaration.

**3. USE RESTRICTIONS:**

- (a) No Occupant shall make or permit any disturbing noises by himself, his Family, servants, employees, agents, Guests, or licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Occupants. All sound, including without limitation, talking, singing, television, radio, tape, disc or record player, power tools or devices, or musical instrument, shall be maintained at such a volume that the sound is not audible outside the Unit from which the sound emanates.
- (b) No exterior radio, television, or other radio or telecommunication antenna installation, or sending or receiving device, or other wiring, is permitted, except as provided in Section 12.9 of the Declaration.
- (c) Children of Occupants or Guests shall at all times be directly supervised by, and the responsibility of, their parent(s), or another responsible adult. Full compliance with the Condominium Documents and the Rules and Regulations is required of children. Playing is not permitted in any of the hallways, stairways, balconies, elevators, lobbies, vehicle parking areas, or other areas where it could be disturbing to Occupants, and loud noises will not be tolerated.
- (d) Quiet shall be maintained from 11:00 p.m. until 8:00 a.m., but at all times Occupants must be considerate of their neighbors.
- (e) No radio, television, or other electronic equipment shall be permitted in any Unit if it interferes with radio, television, or other telecommunication reception of another Unit.
- (f) The Common Elements shall not be obstructed, littered, defaced or misused in any manner.
- (g) The Owner of a Unit is liable for any injury or damage caused by any object falling or blown from his Terrace or from an adjacent Architectural Feature, if the Owner or other Occupant placed such item on the Architectural Feature. The Association reserves the right to require any item placed or stored on any Terrace that is not screened to be secured if the item might be a safety hazard.
- (h) Watering of plants and sweeping or mopping of Terraces shall be carried out so as not to bother Occupants in lower Units or common areas. Hosing of Terraces is allowed per a schedule approved by the Board. The schedule will be posted on the Association website calendar.
- (i) Skateboarding, roller boarding or roller skating on the walkways, driveways, or in hallways or in parking areas is prohibited.
- (j) No glass of any kind will be permitted in the pool area. Any food or liquid refreshments consumed near the pool area must be in non-breakable containers.
- (k) Boating, fishing, and other use of Lake Uihlein must comply with the rules of the District, as they may be amended from time to time.

**4. ACCESS TO UNITS:** The Association is entitled to access to the Units pursuant to Section 11.8 of the Declaration. It is each Owner's responsibility to make sure the Association has a pass key or duplicate key to the Unit. If there is a security system or other access code or device, the Owner shall provide the Association with such code or other information as is necessary for the Association to enjoy access to the Unit. The locks of each Unit are not to be changed or altered without providing the Association with a duplicate key.

**5. ABSENCE OF OWNER:** Any Owner who plans to be absent from his Unit for an extended period of time must prepare his Unit prior to his departure in the following manner:

- (a) By removing all furniture, plants and other objects from around the outside of the Unit, including the Terrace; and
- (b) By designating a responsible caretaker to care for, monitor, and inspect his Unit, and to report or address, as appropriate, any damage caused by storms, hurricanes, winds or other violent acts of nature, any leaks or other water intrusion or problems, and the settings and operation of equipment to control temperature and humidity, in order to inhibit growth of mold and mildew. The Manager and the Association shall be provided with the name of each Owner's aforesaid designated caretaker.

**6. PETS:** No pet shall be allowed to roam on the Condominium Property, all pets to be on a leash or be carried. Occupants or other persons accompanying pets shall promptly pick up and properly dispose of any excrement left by a pet. The Board may order that any pet which is an unreasonable source of annoyance to the residents of the Condominium, whether because of barking, aggressive behavior or otherwise, be removed from the Condominium. All pet owners must register their pet(s) with the Board prior to occupancy. Feeding of birds, raccoons, or other wild animals, or maintaining a bird feeder station on Common Elements, is prohibited. Guests shall not be permitted to bring pets onto the Condominium Property. Service Animals are not pets and are therefore not bound by pet restrictions, but any service animal entering upon Condominium Property must be approved by the board as a disability accommodation and said animal must not become a nuisance. No domestic birds of a variety that will emit sounds that could be heard in other Units can be kept in a Unit. See Section 12.3 of the Declaration.

See Section 12.3 of the Declaration for additional requirements, which include:

- a) It is expressly understood and agreed by all Owners that the keeping of pets within the Condominium is a privilege and not a right.
- b) Maximum of two household pets.
- c) Maximum weight: 40 pounds.
- d) Dangerous dog breeds, purebred or mix, may not be kept or maintained within the Condominium Property at any time. Declaration 12.3 includes a list and provides additional details.
- e) In no event shall there be at any time any reptile, rodent, poultry, amphibians, or swine permitted on the Condominium Property.
- f) The Board has the authority to impose a "Pet Fee" against any Owner desiring to keep a pet on the Condominium Property and such fee may, in the discretion of the Board, be adjusted at any time.

To prevent malodors, damage, and unnecessary repair and cleaning expense, pets are not allowed in landscaped areas (such as flower beds, mulched beds, rock or other hardscaped areas, and other planted areas), in or around the clubhouse, or the pool area.

The designated dog walk areas are the three grass areas described below:

- a. Along the lake, on the west side of the parking lot,
- b. Along the front wall on the south side of the parking lot, and
- c. On the south side of building 3, near the movie theatre.

Solid pet waste is to be picked up, bagged, and disposed of at any pet waste station. Pet waste stations dispense bags for this purpose. Do not place pet waste, even if bagged, in any other Association trash can.

If a waste accident occurs, for example, inside a building (including elevators, lobbies, walkways, and stairwells), or on a sidewalk, driveway or parking space, all waste must be promptly picked up, and the affected areas cleaned or washed.

**7. VEHICLE RESTRICTIONS:**

- (a) LCE Covered Parking Spaces and Common Element parking spaces have been provided for the parking of Vehicles of Occupants and their Guests. Driveways and other paved areas are not intended for the parking or storage of Vehicles, and parking of Vehicles on the Condominium Property is not permitted, except as expressly provided in the Declaration. Any Vehicle parked in violation of the parking restrictions is subject to towing, with the owner of the Vehicle responsible for all costs of towing. See Section 12.5 of the Declaration for details on the classification of Vehicles and where permitted Vehicles must be parked.
- (b) Recreational vehicles including trailers, campers, motor homes, boat trailers, camper vans, conversion vans, and camper cabs may not be parked, kept or stored anywhere on Condominium Property. See Declaration 12.5 (a) & 12.5 (d).
- (b) No repairs or maintenance of Vehicles may be performed, except emergency repairs. Vehicles may not be washed on Condominium Property.
- (c) Oil or fluid leaks onto a Covered Parking Space floor, open parking space or other area are the responsibility of the owner of the Vehicle causing the leak. Any damage from oil or other such leaks will be repaired at the expense of the Owner of the Unit from which the offending Vehicle originated.
- (d) Bicycles may not be kept or stored on a Terrace or in any hallway, entry, or Common Element parking space, but must be kept and stored inside the Unit, its Storage Locker, or its covered garage parking space. See Declaration 12.5 and 12.6 for additional requirements.
- (e) Owners, Tenants, Guests and other Occupants, shall observe traffic directional signals, and one way signs at all times.

**8. COVERED PARKING SPACES:** Covered Parking Spaces are intended for the purpose of parking Vehicles. Bicycles, folding shopping carts, and powered medical mobility devices (such as powered wheelchairs) are allowed to be stored by Unit Owners in their appurtenant Covered Parking Spaces between the tire stop and end wall provided that (1) all tires touch the ground, (2) usability or safety of an adjacent Covered Parking Space is not adversely affected, and (3) the parked Vehicle does not protrude into the drive serving the Covered Parking Spaces. See Declaration Sections 12.5 Vehicles; Parking and 12.6 Covered Parking Spaces for additional requirements.

**9. TERRACES:** Electric grills (but not gas or charcoal grills) that meet all applicable fire codes are permitted on the Terraces of a Unit, provided there is adequate ventilation so that such use will not interfere with Occupants of adjacent or other nearby Units. The Occupant is responsible for monitoring the use of same, and shall be responsible for any damage caused by such grill. If the Board determines that the grill on the Terrace of any Unit is not properly operated or monitored, or that it is causing excessive smoke or flames, or that the Terrace is not adequately ventilated, then the Board may require that such grill be removed. Per East Manatee Fire Rescue District's March 31, 2021 letter, electric grills may not exceed 200 square inches. See Section 12.10 of the Declaration.

**10. DESIGNER AND CONTRACTOR IMPROVEMENT REGULATIONS.** This Section sets forth certain rules and regulations (collectively, the "Improvement Regulations"), which are applicable to any construction, alterations, decorating, remodeling, repair, renovation, or other work upon or within a Unit by, or on behalf of, an Owner or other Occupant (an "Owner Project"). Each Owner shall be fully responsible to ensure that all contractors and others involved in an Owner Project (a "Contractor") are provided with a copy of the Improvement Regulations. To the extent applicable, the Improvement Regulations shall also apply to deliveries to a Unit.

**Failure to abide by these procedures may lead to excluding those hired from further work on the property.**

- (a) **Owner Requirements Prior to Starting Work.** No Owner Project may be commenced until the Owner has record title and ownership of the Unit. If the Owner Project involves any Improvements subject to Chapter 713, Florida Statutes, then a Notice of Commencement, in compliance with Section 713.13, must be prepared, executed, and recorded in the Manatee County Clerk's office, and be posted as required by law prior to commencement of the Owner Project. If requested, the Association shall provide the statutory form of notice of commencement to an Owner.
- (b) **Association Forms.**

(1) Together with the application as required by Section 11.4 (g) of the Declaration, the Owner must provide the Association with the names of all Contractors and others who will carry out an Owner Project, and the dates for such work. Such information shall be provided on a form obtained from the Association (a "Unit Access Authorization - Entry Form"), which shall list each Contractor's name, be signed by the Owner or the Owner's authorized agent, and be filed with the Association prior to the commencement of work on the Owner Project. Such form shall also list the name(s) of any person(s) who will or have been given a key to the Unit in order to implement the Owner Project. NOTE: The Association is neither responsible for, nor permitted to, provide access to a Unit to those persons implementing an Owner Project.

(2) For all deliveries of items or materials to a Unit that will require more than one "move" in an elevator, whether associated with an Owner Project or not, the Owner must complete a "Move-In/Delivery Procedure Form," listing the date and time of expected deliveries, and identifying the person or company making the delivery, which form must be filed with the Association prior to the delivery.

(3) Prior to commencement of work on an Owner Project, an Owner must submit to the Association, on a form reasonably acceptable to the Association, the written agreement of such Owner's Contractor(s) that it has received a copy of these Improvement Regulations, and that it agrees to be bound by such Improvement Regulations, including any indemnifications and liability for expenses set forth herein.

- (c) **Parking and Access.** All Contractors, service contractors, service representatives, and move-in/delivery vehicles are limited to guest parking spaces located in front or adjacent to the building on a first-come, first-serve basis.

Access to and from the building, common grounds, walkways, and drives shall not be obstructed.

- (d) **Deliveries and Work Hours.** Delivery of materials and work on an Owner Project shall take place only Monday through Saturday, 8:00 AM to 5:00 PM. Such time limits shall be strictly observed.

**NO SUNDAY, HOLIDAY OR EVENING WORK DELIVERIES ARE PERMITTED.**

The foregoing restrictions shall not apply to emergency repairs.

- (e) **Elevator Usage.** All designers and Contractors should coordinate and schedule deliveries carefully and communicate scheduling with ample time to avoid delays. Contractors must provide hand trucks and small dollies for movement of materials. The Owner is responsible to observe the weight and size restrictions of elevators. Any unnecessary shutdowns will delay the delivery progress in the building and subject the Owner to additional expenses in the event of damage.

The following are the approximate dimensions of elevators in the Condominium.

Approximate Dimensions	Door	Cab Interior
Height	8'	9'
Depth		5' 4"
Width	3' 5"	6' 9"
Diagonal		12'
Weight		2500 lbs

**NOTE:** Dimensions will be slightly smaller due to protection on elevator walls.

- (f) **Remodeling/Support Costs.**

(1) Prior to commencement of an Owner Project, and prior to moving into a Unit, the Owner shall be

required to pay a refundable deposit to the Association to help defray and pay for any damage caused to the building or other Common Elements during move-in or carrying out of the Owner Project. The deposit shall be \$500, or such greater amount as the Board may determine, at any time, in its sole discretion, due to the type, size, or scope of the Owner Project. After first deducting any expenses incurred by the Association for repairs, cleanup, or trash removal, the deposit will be returned to the Owner at the conclusion of the Owner Project or move-in, and inspection by the Association or its representative. The deposit check is to be made out to Waterfront Owners Association, Inc.

***NOTE: IF THERE ARE DAMAGES TO THE BUILDING OR OTHER COMMON ELEMENTS, OR THE ASSOCIATION INCURS OTHER COSTS IN TRASH OR DEBRIS REMOVAL, OR CLEANUP CAUSED BY SUCH MOVE-IN OR OWNER PROJECT, WHICH COSTS EXCEED THE AMOUNT OF SUCH DEPOSIT, THE OWNER SHALL NEVERTHELESS REMAIN RESPONSIBLE FOR SUCH COSTS, WHICH SHALL BE AN OWNER CHARGE.***

(2) The Association shall have the right to immediately shut down the Owner Project for failure of the Owner and/or his Contractors to comply with these Improvement Regulations. All costs associated with the shutdown shall be borne by the Owner, and be an Owner Charge.

(3) Daily cleanup is required to ensure that no safety or fire hazard exists in a Unit. Special attention must be placed on any materials such as oily rags and flammable liquids that could ignite through spontaneous combustion. No materials, debris, trash, or scrap out is to be left in common areas or corridors overnight. Any special requirements for temporary storage of materials must be coordinated and approved by the Association. All trash, debris, hazardous material and scrap material shall be removed from the Unit by the Contractors at the end of each workday. THE CONDOMINIUM TRASH CHUTE SYSTEM IS NOT TO BE USED. VIOLATION OF THIS RULE CAN RESULT IN THE OWNER PROJECT BEING SHUT DOWN BY THE ASSOCIATION.

(g) **Restroom Facilities.** Those persons involved in deliveries to a Unit, or carrying out an Owner Project, may only use restrooms located in the Unit to which such delivery is made, or in which such Owner Project is occurring.

(h) **Water Shutdowns.** Any Owner Project requiring the shut down of a fire sprinkler or any modifications/changes in the water supply lines requires coordination with the local fire district, monitoring company, and the Association. Anyone wishing to shut down water must advise the Association a minimum of one (1) week in advance to schedule work.

(i) **Alteration of Units or Common Elements by Owners. .**

(1) The Declaration contains detailed provisions with respect to an Owner wishing to make any material alterations or substantial additions to his Unit or the Common Elements. No Owner shall commence any Owner Project except in full compliance with the Declaration, specifically including, but not necessarily limited to, Section 11.4 of the Declaration. Before commencing any Owner Project, an Owner must either notify the Association under Section 11.4(b), or obtain approval of the Board under Section 11.4(a). If an Owner proposes an Owner Project that alters or improves only the interior of his Unit, and if such Owner believes that such alteration or improvement meets the requirement of Section 11.4(b) of the Declaration, then such Owner must notify the Association, describe generally the alterations or improvements proposed, and specifically detail any modification, movement, removal, or replacement of interior partition walls and any other structural changes proposed. The Association may request additional information. If the Board reasonably determines within thirty (30) days of receipt of the proposal and all requested additional information that the proposed Owner Project may not comply with Subsection 11.4(b), then the Association shall notify the Owner within such time, and the Owner shall not commence or complete such work until approval of the Board has been obtained.

(2) Certain interior walls contain lines, pipes, wires, or other facilities for Utilities, or provide structural support. Some of the walls or areas are noted on the Plat. However, some walls not noted on the Plat may also contain Utilities. Prior to beginning any work on interior walls that could affect any such Utilities, an Owner and/or Contractor must contact the Association to determine the approximate locations of such Utility installations. The Owner and his Contractor shall not do anything to damage or disturb such Utility installations. Any movement or relocation shall require Association approval. An Owner is responsible to the Association and other Owners for any damages caused by any impact such Owner Project may have on such Utility Installation.

(3) Any alteration or improvement other than one to the interior of the Unit complying with Subsection 11.4(b) requires Board Approval. **NOTE: Pursuant to Section 11.3(f) of the Declaration, Owners making any modifications, installations or additions to Common Elements have certain financial responsibilities.**

**(j) License, Proof of Insurance.**

(1) Prior to commencement of work on an Owner Project, the Owner shall ensure that all Contractors have in force and have agreed to continuously carry during the period of construction, comprehensive general liability insurance with contractual liability coverage in the minimum amount of One Million Dollars (\$1,000,000), comprehensive auto liability insurance in the minimum amount of Five Hundred Thousand Dollars (\$500,000), combined single limits, and workperson's compensation insurance as required by State Law, and shall provide a Certificate of Insurance to the Association for each Contractor.

(2) The comprehensive general liability insurance policy and the comprehensive auto liability shall each name the Association and the Owner as additional insured's as their interest appear. Before commencing any work on the Owner Project, all of the Owner's Contractors shall furnish to the Association written proof of the insurance coverages in the form of insurance certificates in a form satisfactory to the Association. A minimum of thirty (30) days "Notice of Cancellation" to the Association is required and this shall be set forth in the certificate.

(3) In the event that any of the Owner's Contractors fail to have at the time of the commencement of construction and continuously carry during the course of the performance of their work on the Owner Project, the insurance herein provided, then, pursuant to Section 11.3(g) of the Declaration, the "Owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance or the contractor."

**(k) Liens and Damages.** Pursuant to Section 11.4(d) of the Declaration, an Owner carrying out an Owner Project provides a broad indemnification to the Association, Developer, and all other Owners for any liability or damage to the Condominium Property, Association Property, the property of other Owners within their Units, expenses arising therefrom, and for any and all costs, claims, demands, causes of action, and expenses that may be related to any claim of lien, pursuant to Chapter 713 or otherwise, that may be asserted against anyone other than the Owner effecting such Owner Project, which arises out of or is in any way related to such Owner Project. If any lien pursuant to Chapter 713, Florida Statutes, is filed against any Condominium Property or Association Property other than the Unit of the Owner effecting the Owner Project, then such Owner shall cause all such other property to be released from such lien within ten (10) days of the filing such lien in the Public Records. Failure to effect such release within such time makes the Owner liable for damages and costs resulting therefrom. See Section 11.4(d) for more details.

**(l) Protection of Association Property.** Owners effecting Owner Projects and their Contractors are responsible for protecting the walls, ceilings, doors, floors, and other common areas from damage. Extreme caution must be used in transporting materials and equipment. Pursuant to Section 11.4(d) of the Declaration, the Owner is responsible for any damage.

**(m) Construction Safety and Health Provisions.**

(1) Owners shall require in all contracts for implementing an Owner Project that the Contractor shall be in full compliance with the current requirements and regulations of the Occupational Safety and Health Act of 1970 ("OSHA"), Construction Safety Act of 1969 and OSHA Hazard Communication Standard for Construction of 1989, including all amendments thereto and standards and regulations which have been or shall be promulgated by the government authorities which administer such acts (the "Governmental Regulations").

(2) Each Contractor shall require and be directly responsible for compliance with the above Governmental Regulations and the requirements of Subsection (3) of this Section 10(m) by such Contractor or its agents, employees, material men and subcontractors. Such Contractors shall directly receive and be responsible for all citations, assessments, fines or penalties which may be incurred by reason of Contractor's failure or failure on the part of its agents, employees, material men or subcontractors to so comply.

Contractors shall indemnify, defend and hold harmless the Association and other Owners from any and all fines levied on the Association or such Owners for cited acts caused by any Contractors, its agents, employees, subcontractors or vendors.

(3) No alcohol or illegal drugs or substances shall be consumed on the Condominium Property by any of the Contractors' personnel. Contractors shall enforce this policy and none of their subcontractors, employees, or agents shall be allowed to work at the Condominium Property if they are, in the sole opinion of the Association (as determined by the Board, or the Board's designee), performing their work under the influence of alcohol or illegal drugs or substances. The Association shall have the right,

on oral notice to the Contractors, to require immediate removal from the Condominium Property of any workmen of Contractors or subcontractors or vendors whom the Association designates, based upon the Association's opinion that such person is under the influence of alcohol or illegal drugs or substances. Furthermore, the Association may prohibit such individual from performing any further work on the project, in the Association's sole discretion.

- (n) **Subcontractors, Vendors Access.** All persons working on an Owner Project shall venture only into areas of the building directly related to their work requirements. Contractors shall be responsible for the security of all tools, materials, vehicles and vehicles contents. Any incident of vandalism or suspected theft shall be reported to the Association immediately.
- (o) **Storage of Materials.** All materials and equipment used for Unit improvements MUST be stored within the Unit. No items may be stored or left for any amount of time in elevator lobbies, walkways, ground level parking areas, etc.
- (p) **Sound Control Requirements.** Section 11.3(d) of the Declaration contains certain standards for sound impact transmission that must be met with respect to any proposed change in floor coverings or materials. Where existing floor coverings meeting such requirements will be replaced with materials of like kind and quality, no Board approval is necessary. All other changes in flooring will require approval of the Board. All requests for approval must be accompanied by a material specification sheet and laboratory sound test results, demonstrating that the flooring will, upon installation, have an impact insulation class as required by Section 11.3(d) of the Declaration. If testing is required to demonstrate or confirm compliance with the foregoing requirements, such testing shall be conducted, at the sole expense of the Owner requesting the approval, by a laboratory that adheres to ASTM standards

During the installation of flooring, it is imperative that contractors do not under cut doors to the unit beyond the recommended door limits. Any weather stripping removed at the time of cutting MUST be replaced. The Owner will be responsible for replacing any doors that do not meet local government requirements after the installation of flooring.

- (q) **A/C Units.** In the event unit air conditioning units are run during modification work, air filters should be changed regularly. Accumulation of debris can damage coils and misuse can jeopardize equipment warranty.
- (r) **Plumbing.**
  - (1) Relocation/addition of plumbing requiring core drilling is not permitted.
  - (2) Removal and re-set of existing plumbing fixtures (flooring installation or replacement of fixture) should be performed by a licensed plumber. Wax rings improperly set can cause leakage to the unit below and result in unnecessary damages and expense.
  - (3) The refrigerator or other appliances with water lines should be reinstalled by a professional if removed during flooring installation.
  - (4) Accessing lower unit(s) to perform plumbing modifications must be according to the Declaration.
- (s) **Fire Safety System.** Those Contractors authorized to perform fire sprinkler work may only perform the shutdown or the relocation of fire sprinklers. Prior approval must be obtained by the Association and arrangements made through the Association for the water shut down scheduling. This also includes installation of built in units necessitating sprinkler head alterations.
- (t) **Smoke Detectors/Speakers-Units.**
  - (1) During the installation of flooring, drywall alterations, and similar work, smoke detectors can be falsely activated and damaged by dust. Special care must be taken to protect these devices during the improvements.
  - (2) The auditory speakers are part of the fire safety system and must not be removed for painting or general aesthetics by any Contractor.
  - (3) The fire sprinklers may not be painted. Overspray may cause damage to sensors and necessitate the replacement of sprinkler at Owner's expense.
  - (4) Contractors tampering with the safety systems in the building are subject to back charges for damages and Owners will be financially responsible for any necessary repairs.



- (u) **Concrete Core Drilling Is Not Permitted.** Due to the presence of post tension cables within the floor and ceiling concrete slabs, the concrete shall in no manner be disturbed, including installing small anchors.
- (v) **Working Within Common Areas is not Permitted.**  
This includes cutting of moldings, carpeting, etc. and work on walkways, drives, Covered Parking Spaces, and open parking areas..  
SMOKING is prohibited in all common areas and vicinity of hazardous conditions.
- (w) **Prohibited Work.** The Owner shall ensure that no work will be performed by any of their Contractors that will modify any building system or change any building fire rating or otherwise violate any of the restrictions or regulations contained in these Improvement Regulations. The Owner shall be fully responsible to the Association for any and all violations of these Improvement Regulations. The Association shall be notified in advance of any planned modifications of life support systems and the mechanical/electrical systems in the Unit. Should any unplanned requirement for a system modification arise during the alteration process, the Association shall be notified prior to making the modification.
- (x) **Safety.** All Contractors shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to all employees performing any part of an Owner Project, Contractors shall exercise the utmost care in the usage or storage of flammable or other hazardous materials or equipment used in the performance of work.

*Please remember, any lack of cooperation will only serve to delay the completion of the improvements being performed. It is the intent of these Improvement Regulations to facilitate the process of improvements while minimizing the inconvenience to other Owners and work in progress, and at the same time minimize the possibility of damages throughout the property and maintain a safe working environment.*

**11. MOVE-IN, MOVE-OUT, AND DELIVERY REGULATIONS.** The following regulations shall apply to Owners and other Occupants moving into or out of a Unit, or the delivery of furniture, appliances, or other articles of significant size.

- (a) All move-in, move-outs, and deliveries (including furniture deliveries) must be scheduled with the Association, or the management company, if there is a management company. Only one move may be scheduled at a time.
- (b) On-site maintenance personnel *must* be contacted by moving/delivery companies upon their arrival at the Condominium.
- (c) Move-in, move-out, and delivery staff must inspect condition of property and report any existing damage to on-site maintenance personnel prior to unloading.
- (d) Elevator pads *must* be installed in the elevator cab prior to move-in/delivery.
- (e) Any damage as a result of the move-in, move-out, or delivery will be billed to the unit owner taking delivery.
- (f) It is strongly recommended that move-in, move-out, and delivery personnel visit the Condominium and inspect the site conditions and access available prior to arrival. It is recommended that the Owner or other Occupant accompany the move-in/delivery personnel.
- (g) **NO TRACTOR TRAILERS (SEMI TRUCKS) ARE ALLOWED.**

**12. RULES REGARDING OWNER PARTICIPATION AT ASSOCIATION MEETINGS.**

- (a) **Attendance at Board and Committee Meetings.** Every Owner shall have the right to attend Board and Committee Meetings except as may be provided by law. No person other than an Owner may be permitted to attend such meetings, except for persons invited or permitted to attend by the Board or committee.
- (b) **Participation at Meetings.**

(1) Every Owner shall have the right to participate in meetings of the Board and Committees, to the extent required and permissible under applicable law, subject to the rules contained herein.

(2) Statements by Owners at meetings shall be restricted solely to agenda items. No other statements shall be permitted, except as may be authorized by the chairperson or a committee, in his, her, or its sole discretion.

(3) An Owner may speak only once on each agenda item and the Owner statement shall not exceed three (3) minutes. The chairperson of the meeting shall give the floor to any Owner desiring to speak subsequent to the calling of the agenda item, and prior to the discussion and vote of the Board or committee, as applicable, upon the agenda item. After each Owner has had an opportunity to speak, the chairperson shall announce that the Owner statements are concluded, thereby ending Owner discussion on, or participation with respect to, that agenda item.

(4) Owners may not make or second motions, may not participate in the discussions after Owner discussion is concluded on that subject, and may not vote.

(5) Owners shall have the right to attend and speak at meetings of the members of the Association, but statements by Owners at such meetings shall be restricted solely to agenda items and other matters that may properly come before the Association meeting. An Owner will be permitted to speak only once on each agenda item, or any other topic brought before the membership, and the Owner's statement shall not exceed three (3) minutes. The chairperson of the meeting shall open the floor to Owner statements subsequent to the calling of the agenda item, and prior to the vote of the Owners upon the agenda item.

(6) Any Owner wishing to video or audio tape a meeting of Members, the Board, or a committee must comply with these provisions.

- (a) Audio and video equipment and devices that Owners are authorized to use at any such meeting must not produce any distracting sound or light emissions.
- (b) Audio and video equipment will be assembled and placed in a location that is acceptable to the Board or the committee before the beginning of the meeting.
- (c) Anyone video taping or recording a meeting will not be permitted to move about the meeting room in order to facilitate the recording.
- (d) At least twenty-four (24) hours advanced written notice will be given to the Board by any Owner desiring to use any audio or video equipment to record a meeting.

**13. PROVISIONS FOR OWNER INQUIRIES AND ASSOCIATION'S OBLIGATION TO RESPOND:** When an Owner files a written inquiry by certified mail with the Board of Directors, the Board shall respond in writing to the Owner within thirty (30) days of the receipt of the inquiry. The Board's response shall either (a) give a substantive response, (b) notify the inquirer that a legal opinion has been requested, or (c) notify the inquirer that advice has been requested from the Division of Florida Condominiums, Timeshares, and Mobile Homes. If advice has been requested from the Division, the Board shall provide a written substantive response to the inquirer within ten (10) days of receipt of the advice. If a legal opinion is requested, the Board shall provide a written substantive response to the inquirer within sixty (60) days of receipt of the inquiry. The Association shall not be obligated to respond to more than one (1) written inquiry from an Owner filed by certified mail in any given 30-day period. Any additional inquiry or inquires shall be responded to in the subsequent 30-day period or periods. Provided, however, that this Section shall be subject to any changes in time periods or otherwise that may be provided by the Amended Act.

**14. HOLIDAY DECORATIONS:** Holiday wreaths are allowed on Unit front doors as follows - see Declaration 12.8:

- a) Only wreaths are allowed
- b) Wreaths may be displayed from the last week in November through the second week in January
- c) Limit of one wreath per door (Units with two entry doors are allowed two wreaths)
- d) Only non-religious themes.
- e) Maximum 20" diameter per wreath.
- f) Wreaths may include battery operated clear lights only with continuous illumination (no blinking).
- g) Illumination may be used between 5:00 pm and 10:00 pm.
- h) No sound or music.
- i) Wreaths may be attached with a door hanger or any other method that will not create holes or other damage to the door (i.e., nails, tacks, staples, or similar methods may not be used).
- j) Any decoration-related damage to the unit door or any other common element will be repaired/replaced by the association per the Declaration of Condominium 11.1.(e) and the unit owner will be held responsible for the cost.

- k) Material should be such that needles, leaves, or any other parts of the decoration do not fall.
- l) The wreath must not create a need for additional cleaning by the association's cleaning service. Should the wreath cause the association to clean any CE or LCE, Owner will be responsible for the cost.
- m) Wreaths are subject to review by the Association upon complaint of any unit owner.
- n) The association has the right to require any owner to remove any wreath.

15. SHOPPING CARTS: Each residential building has been furnished with two shopping carts.

- a) Shopping carts are for use by residents. Contractors and other workers may not use shopping carts.
- b) Carts must be returned to the designated cart storage areas of the building to which the cart is assigned.
- c) Cart storage areas have been designated and marked, adjacent to the storage lockers, on the ground level of each residential building.
- d) See Declaration 12.8.

16. LEASING OF UNITS: See Section 13 of the Declaration and Section 6 of the Rules and Regulations for more information regarding the leasing of units. The following are some of the requirements:

- a) The ability of an Owner to lease their Unit is a privilege, not a right. The privilege may be revoked by the Board of Directors if it is abused by the Owner, or the Owner fails or refuses to follow the required procedures. See Declaration Section 13, introduction.
- b) Before an Owner offers a Unit for rent, the Owner must apply for, and be granted, a "Rental Authorization" from the Board of Directors or its designee. See Declaration 13.7 (3).
- c) A leasing application must be submitted by the Owner at least two (2) weeks prior to any proposed occupancy of a Unit by a tenant. See Declaration 13.1 (2).
- d) Every Owner leasing a Unit is required to provide complete copies of the Declaration and Rules and Regulations to all tenants and occupants of the Unit, ensure complete understanding of said Declarations and Association Rules and Regulations by all tenants and occupants of the Unit and obtain statements of understanding and dated signatures from all tenants and occupants of the to be leased Unit. See Declaration 13.1 (5).
- e) The minimum Lease term is twelve (12 ) consecutive months. See Declaration 13.2.
- f) The maximum number of rental units at any given time is seven (7) Units. See Declaration 13.7 (2).