

WATERCREST CONDOMINIUM ASSOCIATION

SUMMARY OF RULES AND REGULATIONS

Following are the principal rules and regulations of the Association that apply to all Unit Owners, their Tenants and Guests. This document is intended as a summary, to complement, not replace, the Declaration of Condominium.

Use Restrictions

Age

Residents are responsible for the occupants and guests of their unit who are under the age of 18.

Pets

The Occupants of a Unit may keep two (2) household pets, of no more than thirty-five (35) pounds each, or a single household pet of no more than sixty (60) pounds, in the Unit. "Household pets" means dogs, domestic cats and such other animals, if any, as may be expressly permitted by the Association. Pets must be leashed, caged or carried at all times while outside of the Unit. Each pet owner is responsible for cleaning up after his pet. The Board of Directors may order and enforce the removal of any pet which becomes a nuisance or an unreasonable source of annoyance to other Occupants of the Condominium.

Nuisance

No Owner shall use his Unit, or permit it to be used, in any manner that is unreasonably disturbing, detrimental or a nuisance to the Occupants of another Unit, or which would not be consistent with the maintenance of the highest standards for a first class residential condominium, nor permit the premises to be used in a disorderly or unlawful way. Occupants shall at all times conduct themselves in a peaceful and orderly manner.

All parts of the Condominium Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate, nor shall a fire hazard be allowed to exist.

Vehicles: Parking

Because the number of available parking spaces is limited, the Occupants of each Unit, collectively, shall be permitted to keep, park or store no more than two (2) Vehicles upon the Condominium Property at any given time.

Vehicle(s) belonging to the Occupants of a Unit shall be required to be kept, parked and stored in the garage assigned to that Unit. Except for temporary parking of Commercial Vehicles carrying out business, such as making deliveries or service calls, or for temporary loading or unloading, no Vehicle belonging to an Occupant may be parked, kept or stored anywhere on the Condominium Property, except within a garage.

You may request a guest pass from the manager for overnight guests. Each pass is limited to two weeks.

If you are in violation of this rule, the Association will give you written notice. The Association reserves the right to have the illegal vehicle(s) towed at the homeowner's expense.

Hybrid/Electric Vehicles:

Electric/Hybrid Motor Vehicles may not be charged using Common Element (CE) or Limited Common Area (LCE) garage receptacles, electric lines or any other Association electrical component.

A dedicated electric line to the garage from the owner's meter in the FACP room must be installed at the owner's expense by a licensed electrician. An Architectural Modification Application Form must be submitted to the Association and approved beforehand.

Signs

No sign, flag, banner, billboard, notice or advertisement of any kind shall be displayed anywhere within the Condominium Property, including but not limited to those posted in windows of buildings or motor vehicles.

Criteria for Open Houses

Open Houses are permitted on either Saturday or Sunday.

1. One (1) Open House sign may be placed in front of the building, no larger than 18x24, in which a unit is for sale, between dawn and dusk of the day. No other marketing materials, directional signs or balloons permitted.
2. Owners are responsible to instruct their realtors or agents that they are permitted to post a small note with their cell phone at the guest entrance gate box for prospective buyers to call and receive a gate code from the realtor.

Association Access

The Association has the irrevocable right of access to the Units for the purposes of protecting, maintaining, repairing and replacing the Common Elements or portions of a Unit to be maintained by the Association under the Declaration, and as necessary to prevent damage to one or more Units or the Common Elements.

Garbage and Trash Disposal

All garbage must be in sealed plastic bags. Use bags no larger than 14 gallons for the trash chute.

All other items that are not recycled, see below, should be placed in the dumpsters on Mondays and Fridays.

Recycling is encouraged. A large dumpster is located in the white fenced area between the Clubhouse and Building 9 (6406). See notes on door.

The recycling is picked up on Tuesdays and Fridays. If the recycling dumpster is overflowing, please hold your items until the dumpster can accommodate more items-

Large items, i.e, televisions, refrigerators, mattresses and anything that will not fit into the dumpster are your responsibly to dispose of.

Swimming Pool and Spa – See Posted Rules

The pool and spa are for residents and their guests only. Guests not accompanied by the resident owner will be asked to identify themselves and to give the homeowner's name with whom they are staying.

An adult (who can swim) must accompany children under fourteen (14) years of age and non-swimmers at all times.

Babies with diapers or non-toilet trained persons are not allowed in the pool at any time.

No diving, jumping or horseplay is allowed in the pool at any time.

No roller-skating, bicycling, running, horseplay, etc. is allowed in the pool area.

Food is not allowed in the pool, spa, or pool deck area.

Exercise Room

No children under fourteen (14) years of age are permitted in the exercise room.

Before exiting, turn off all lights and ceiling fans, set the thermostat fan to "auto" and temperature to 78 degrees.

After using the fitness room, wipe everything you have used including all machines and/or weights with the supplied antimicrobial wipes.

Recreation Room

The recreation room may be reserved by residents except on Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and the next day, and Super Bowl Sunday, or when Association functions are scheduled.

Contact the Association manager for the Clubhouse Reservations Policy and Agreement Form to submit for approval of your reservation. A usage fee and security deposit may be required when reserving the Recreation Room.

The facilities must be left clean and in order. Lights, fans, microwave, dishwasher and water must be turned off and all the doors locked.

Modifications to Unit

An Architectural Modifications Application Form must be submitted to the manager prior to commencing project. Examples: Flooring install, Kitchen and Bathroom renovations, any contemplated modification to the existing floor plan. Please reference the form for specific requirements. The Architectural/Engineering Committee must provide approval prior to undertaking any alteration or improvements proposed.

Visual Clutter

No garments, rugs, towels or other material may be hung from windows, railing, patios, balconies or lanais or be otherwise placed on or around the exterior of any building. This includes leaving shoes, toys, strollers, carriages, coolers, beach chairs, etc. in front of a unit entry door.

Halls and Landings

No owner shall place, store or use any item within an elevator landing or service hall without the approval of the association other than a welcome mat, umbrella stand and small potted plant. No furniture of any kind may be left in between 12 plex entry doors or hallways.

Storage areas, near the trash chute of 6 plex buildings are to be shared with no items stored behind doors or infringing past the recessed shared storage space.

Decorations

Holiday decorations on a unit door or at the entrance to the unit, are permitted from November 15th to January 10th. Holiday lighting on your balcony is also permitted during this period. No Owner may place any holiday decoration in the building lobbies or other Common Element, per Article 12.8 of the Declaration of Condominium, without approval of the association.

Smoking: Smoking is prohibited on any 12 plex walkway, in the elevators, in the garage areas, in the stairwells, or within 12 feet of the entrance to any building. Smokers must dispose of their cigarette/cigar butts in a proper fashion and not throw into the landscaping or down the elevator chute.

Balcony Cleaning: No owner may utilize a hose or similar type cleaning apparatus for cleaning of their balconies railings and/or screens, unless neighbors of the same vertical stack i.e., 02' 03' and 04' units, have amicably agreed to coordinate to do the cleaning on the same day.

RENTALS

1. An Owner wishing to lease his Unit must provide a copy of the Lease to the Association Manager at least twenty (20) days prior to the starting date of the proposed Lease. The Owner must also provide the following information with respect to the prospective Tenant(s), including children: pet information, make and tag number of all automobiles, home, work and cell phone numbers of the Tenant(s).
2. Any person occupying a Unit for more than the minimum lease term permitted for that unit, without the presence of the Owner, shall not be deemed a Guest as defined in Article 1.23 of the Declaration, but rather, shall be deemed a Tenant, and subject to all rules and regulations that apply to Leases and Tenants.
3. An Owner wishing to lease his or her Unit is required to provide a security deposit to the Association of the lesser of one month's rent or \$1000, to protect against damage to the Common Elements. Upon expiration of the Lease, vacating the Unit by the Tenant(s), and a determination that there has been no damage to the Common Elements, the security deposit, without interest, shall be returned to the Owner.
4. An Owner who has leased his Unit must notify the Association Manager at least twenty (20) days prior to the expiration of the Lease if the Lease will be renewed and the terms of the renewal. If the Lease is not being renewed, the Owner or Tenant must provide notice of the move-out and a deposit of \$500, as required by the rules relating to moves.
5. The minimum lease term is ninety (90) days, except those units grandfathered in under the prior rules. No subleasing or assignment of lease is permitted.
6. An owner leasing their unit is responsible for the actions of their tenant.

Move-In/Move-Out/Delivery Rules

No less than five (5) days' notice shall be given to the Association prior to any Unit Owner or Tenant moving in or out of a Unit. All Occupants must coordinate a move through the Association manager. It is important that this be completed to arrange for installation of elevator pads.

A \$500 deposit is required prior to any such move, to protect against damage to the Common Elements. If you schedule a move-in or move-out on a Saturday or Sunday you must provide a \$150 **non-refundable fee** to coordinate a staff member's attendance on the weekend.

The delivery of furniture or large item(s) that may require a large delivery vehicle in the community, padding the elevator must be arranged with the Association manager.

NO semi-trailers are permitted on community property.

NO overnight storage of trailers or storage pods.

PERSONNEL

The term “personnel,” “staff,” or other similar words in these Rules and Forms shall mean those individuals who are provided either by the Condominium Association’s off site-management company or if there is no off-site management contract, then the term applies to those individuals hired by the Association.

WaterCrest Residents may not interrupt or interfere with condominium personnel performance of assigned duties from 7:30 am to 4pm.

WaterCrest personnel may not perform in-unit repairs or services for owners/lessees during normal working hours. Before a staff member commences repairs or services during off duty hours, the owner/lessee must sign the unit Owner Access Authorization Form WaterCrest Personnel Form provided in the Forms section of these Rules. By signing this form, the owner/lessee agrees that the staff person is an independent contractor and the owner/lessee is solely responsible for the actions of the independent contractor.

In addition, the authorized staff person must have a signed copy (to be on file at the Manager’s office) of the WaterCrest Personnel Consent Form, which is also in the Forms section of these Rules.

Note: in connection with this Rule, see the attached forms.

WATERCREST

UNIT OWNER ACCESS AUTHORIZATION FOR WATERCREST PERSONNEL

Form required by PERSONNEL rule:

I am the Owner/occupant of Building _____ Unit _____.

As required by Rule "PERSONNEL", I authorize access to my Unit to the following WaterCrest personnel, whether I am present or absent from the unit:

I understand that WaterCrest personnel are not licensed electricians or licensed plumbers and I will only ask them to perform tasks that they can safely perform.

I understand that I have hired them at my own risk.

I will not employ WaterCrest personnel to work for me until their normal work hours (including lunch and other authorized breaks) are completed.

I understand that the WaterCrest personnel may not use WaterCrest supplies or equipment to provide service to me.

I understand that compensation will be reached by an independent agreement between me and the WaterCrest personnel.

I agree that by signing this agreement, I am indemnifying, releasing and holding WaterCrest Condominium Association, Inc. and its Directors and Officers harmless from any situation arising as a result of the this part time/after-hours work performed for me.

Signature of Unit Owner/occupant _____ Date: _____

Printed Name: _____

WATERCREST

PERSONNEL CONSENT FORM

Form required by PERSONNEL rule:

I am a member of the WaterCrest staff. On occasion, I realize that I may be contacted by a Unit Owner/Occupant to provide some private, minor maintenance services for them.

I understand that the following conditions apply to this work.

1. I agree that this work must be set up by appointment and take place only after my hours working for WaterCrest Condominium Association, Inc. My WaterCrest work hours include authorized breaks, including lunch breaks.
2. The Manager must be given the name of the Unit Owner/occupant, the number of the unit I am working in, and a brief description of the work that is involved.
3. Compensation is to be worked out between the Unit Owner/Occupant and me.
4. I may not use WaterCrest supplies or equipment when providing service to Unit Owners.
5. I acknowledge that I have no right against WaterCrest Condominium Association, Inc. for Workers' Compensation claims, personal injury claims or any other claims arising from this private employment.
6. I agree that by signing this agreement, I am indemnifying, releasing and holding the WaterCrest Condominium Association, Inc. and its Directors and Officers, harmless from any situation occurring as a result of this part time/after-ours work for a WaterCrest Owner/Occupant.

Print Name: _____

Date: _____

Signature: _____