

## **WATERSIDE III, A CONDOMINIUM RULES AND REGULATIONS**

The Rules and Regulations hereinafter enumerated shall be deemed in effect until amended by the Board of Directors of the Association, and shall apply to and be binding upon all unit owners. The unit owners shall, at all times obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, lessees and persons over whom they exercise control and supervision. No rule or regulation will supersede the provisions of the Association's Bylaws and Declaration. All owners are required to have read and abide by the Associations' Bylaws, Declarations and Rules and Regulations. The Waterside III Rules and Regulation are as follows:

### **1. BUILDING APPEARANCE AND MAINTENANCE**

- (A)** Unit owners, residents, their families, guests, employees, agents or visitors must turn off their main water input valve to their unit when it will be unoccupied for a period of 48 hours or longer. Failure to ensure water is turned off to the unit when it is vacant, per the Rules and Regulations will be construed as gross negligence.
- (B)** Unit owners, residents, their families, guests, employees, agents or visitors must close and latch all windows and sliding doors when the unit will unoccupied for a period of 48 hours or longer. Failure to ensure windows and doors are closed and latched when the unit is vacant, per the Rules and Regulations will be construed as gross negligence.
- (C)** The streets, sidewalks entrances, parking areas, lobbies, elevators, stairs and other common elements 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, towels, footwear or any other object of similar type and nature be left therein or thereon.
- (D)** No garbage cans, supplies containers, or other articles shall be placed in or on the walkways, driveways, hallways, lobbies and entryways, nor shall any linens, cloths, clothing, curtains, rugs, mops or laundry of any kind, or other articles be shaken or hung from any of the windows, doors, walkways or entryways, 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.
- (E)** Personal property of unit owners shall not be stored outside their units or garage space.
- (F)** No person shall sweep or throw any dirt, waste or other substances out of the unit or onto the common elements; or sweep water from their lanais.
- (G)** Recycling, refuse and garbage shall be deposited only in the areas provided. All garbage must be bagged. Place all recyclables in bins located in the trash room. Only un-shredded paper cardboard, aluminum and steel cans, and plastics marked with the recycling symbols may be placed in the recycling containers – no plastic bags or Styrofoam. What to include and exclude is printed on signage over the bins. Crush or disassemble boxes before placing them in the paper products bin; all large boxes must be disassembled and laid on top of empty recycling containers. Bag and securely close all trash dropped down the chutes.
- (H)** No unit owner shall make or permit any disturbing noises by himself, his family, employee, agents, visitors or lessees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other unit owners. No unit owner shall play upon or permit to be operated a phonograph, television, radio, any electronic device or musical

instrument in such a manner as to unreasonably disturb or annoy other occupants of the Condominium.

**(I)** No exterior radio or television antenna installation, or other wiring, shall be made without the written consent of the board of Directors.

**(J)** 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 person without written permission of the Association.

**(K)** No flammable, combustible or explosive fluid, chemical or substance shall be kept in any unit or limited common element, except those necessary and suited for normal household use.

**(L)** Unit owner, residents, their families, guests, employees, agents or visitors shall not at any time or for any reason whatsoever trespass upon the roofs of the building, unless accompanied by an officer, Director or manager of the Association.

**2. ALTERATION OF CONDOMINIUM.** Unit owners are specifically cautioned that their right to make any addition, change, alteration of decoration to the exterior appearance of any portion of the Condominium is subject to the provisions of the Declaration of Condominium. For example, no unit owner may install screen doors, or apply any type of film or covering to the inside or outside of window or door glass without the prior approval of the Association. All 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 specification. The Board of Directors will approve such requests only if the Association is protected against, or indemnified as to mechanics liens and or claims arising from such work.

**3. EMERGENCIES IN OWNER'S ABSENCE.** In order that proper steps and procedures may be taken in a minimum amount of time during an emergency situation, the Association shall retain passkeys to all units and storage areas. The locks of each unit and storage area are not to be changed or altered without providing the Association with a duplicate key for entry during the time the unit is vacant. Any unit owner who plans to be absent from his unit for an extended period of time must prepare the unit prior to departure in the following manner:

**(A)** In order that proper steps and procedures may be taken in a minimum amount of time during an emergency situation, the Association shall retain pass-keys to all units and utility closets. The locks of each unit and utility closet are not to be changed or altered without providing the Association with a duplicate key for entry during the time a unit is vacant.

**(B)** Any unit owner who plans to be absent from his unit for an extended period of time (14 days or more, or a declared emergency) must prepare the unit prior to departure by removing all furniture, rugs, electrical devices, plants and other objects from around the outside of the unit and from lanais without closed approved hurricane shutters.

**(C)** Each owner will designate a responsible caretaker to inspect and care for their unit: should their unit suffer any damage caused by storm, hurricanes, winds or other violent acts of nature, or to facilitate the repair or maintenance within the unit necessitated to remedy or prevent damage to another owners unit or common property; or to remedy any situation arising with the unit that would diminish the quality of life of other residents. The Manager and the Association shall be provided with the name of each unit owner's aforesaid designated caretaker. Such caretaker will be an agent of the owner and during an emergency affecting the entire building notify the Association prior to making any entry to the unit during the owner's absence.

(D) Each unit owner will be responsible for any cost incurred by the Association due to their or their caretakers' inaction, necessitating Management Action.

**4. PETS.** The Owner of each Unit is permitted to keep no more than two (2) pets of normal domesticated household type (dog or cat) in the Unit, subject to all the provisions of the Declaration; only some of which are presented here. The Board may impose reasonable restrictions upon how and where pets may be permitted upon the common elements. Any pet which becomes a reasonable source of annoyance to the other residents may be required to be removed from the premises.

(A) Owners are responsible for the cleanup of their animals. Animals are to be leashed or caged while on common property, inside or outside, and in no instances are they allowed in flower beds or shrubbery.

(B) Pets may not be left unattended on limited common elements or common elements nor are they allowed in the pool or on the pool deck.

(C) Owners cannot keep reptiles, rodents, amphibians, poultry, livestock, Pitbull dogs or mixed Pitbull dogs, or any other aggressive breed, as pets in their Unit.

(D) Pets must be leashed, caged or carried under the owner's arms at all times while on the condominium property or association property outside of the unit, and the pet owner must immediately remove any droppings left by the pet upon the common elements.

(E) Pets are not allowed in any rented unit.

(F) Pets are not allowed in guest suites.

(G) Guest's pets are allowed only if the unit owner is in residence.

**5. PARKING OF VEHICLES AND BICYCLES.** Only registered motor vehicles and bicycles may be parked on premises. Obtain a parking sticker for your personally owned car from the Property Manager; owners may also obtain a barcode for registered vehicles from the WMA Gate Attendant. Do not park or allow guest parking in others' numbered spaces.

(A) Parking under the building or garage space has been provided for the parking of private passenger automobiles of the owners of each unit. These spaces are not intended for use by boats, recreational vehicles, campers, motor homes, trailers, commercial vehicles, commercial trucks or non-operational automobiles. No repairs of or maintenance of vehicles may be performed on the condominium property, except emergency repairs. Vehicles may not be washed in the parking areas, except in an area which may be specifically designated therefore by the Board of Directors. Because parking spaces are very limited in number, each owner is specifically cautioned that the Association may prohibit owners and/or occupants of any unit from keeping more than two motor vehicles on the premises on a regular or permanent basis. All vehicles parked in a garage or carport must be parked in the effective center of their parking space and no part of the vehicle or its contents may protrude more than six inches beyond the plane of the structural pillars in the garage or carport.

(B) No bicycles will be allowed to be parked or stored on any parking space or Common Area except in the Association designated bicycle racks: one set located outside at the end of the carport area and a second small rack inside the northwest garage. These bicycle racks are available for use by all residents on a first come first served basis. Only bicycles with a proper bicycle sticker may be parked in these racks; with the exception that if you have short term visitors or lessee. Bicycles must be removed from the racks anytime an owner leaves the property for an extended period of time. Garage owners may park bicycles between their

vehicle and the garage wall or, hang bicycles on a floor to ceiling bike rack approved by the Property Manager that does not affix to the wall, as long as the vehicle meets the parking requirements. No part of a bicycle or mounting equipment may protrude into a neighbor's surface or wall space.

## **6. GUEST SUITE PROCEDURES.**

**(A)** Guest Suites are Common Elements for the use and convenience of owners and their guests while the owner is in residence, and are not for public use. Unit owner must be present during the duration of his or her guest's stay at Waterside III; and should be considered an extension of their unit.

**(B)** Only unit owner may reserve Guest Suites. At least one-week advance notification for reserving Guest Suites is required. Reservations will be made on a first come first serve basis, but not more than three months in advance of the reservation date. However, please be considerate of your fellow residents when making reservations well in advance.

**(C)** All reservations must be made through the Property Manager's office by telephone, Fax, or in writing at 4198 Bay Beach Lane-Office, Fort Myers beach, Florida 33931. The Property Manager may assist in authorizing access for your guest onto the Waterside property.

**(D)** The Guest Suite Use Fee is currently \$55.00 per day payable at the time of reservation by the unit owner only, and is subject to change without notice, which shall be for cleaning of the Suite, laundry, wear and tear remaking beds upon departure and utility usage.

**(E)** The minimum stay for guest will be three (3) days and the maximum stay for guests will be seven (7) days unless specifically authorize by the Property Manger.

**(F)** Please notify the Property Manager of any cancellation at least (24) hours prior to the arrival date. Fees are non-refundable.

**(G)** The host Unit owner will be responsible for any damage to the premises by the guest and for the guest's compliance with all applicable rules. Host Unit owner shall inspect Guest Suite prior to occupancy by their guest and upon departure to ensure that windows are closed, A/C is set as required and that there was no damage or misuse of the Guest Suite.

**(H)** Unit owners are required to inform their guests that they must follow the Rules and Regulations set forth in the Condominium Documents. A copy of the Associations rules will be available in the Guest Suite.

**(I)** Keys must be picked up and returned at the property management office by the Unit owner during regular office hours unless other arrangements have been made with the Property Manager.

**(J)** Payment for the Guest Suite must be paid upon making reservation, which shall be non-refundable.

**(K)** These rules and procedures may be changed without notice.

**(L)** Check-in time will be 3:00pm. Check-out time will be at 11:00am.

**(M)** Guest Suites will be limited to three occupants. No pets allowed.

**(N)** There will be no housekeeping duties on a daily basis. Guest Suites are cleaned before guests arrive and after they depart. It is the responsibility of the guest for daily upkeep of the unit during their stay.

**7. COMMUNICATION NOT REQUIRING A MAILING.** Email and similar electronic forms of communication can be used to convey information not required to be mailed by the Condominium Documents. If an owner has requested to have all their communications sent via email, rather than

mailed, they are responsible to ensure that the Association has the current information necessary to do so.

**8. ROSTER.** Paragraph 9.11 Roster – of the Declaration of Condominium requires the Association to maintain a current roster of all names and mailing address of unit owners. A copy of the roster shall be provided to any Member request. FL SB1196 effective 2013 does not allow the distribution of owner email addresses.

**(A)** Effective immediately any roster provided to an owner will be limited to the person's name, unit designation, property address and telephone number.

**(B)** The Association property manager, accounting firm, attorney and the Board of Directors will maintain or have access to complete contact information; including but not limited to: email address, telephone numbers, emergency contact information and caretaker contact information.

**(C)** Upon termination of an authorized person noted in (B) above the individual or firm will either return or destroy their complete contact information.

**9. SAFETY AND SECURITY.** The primary concern for the Association is the safety and security of its residents, their guests and visitors. A secondary concern is the concern for Association property as well as individual's property. In that endeavor the following items are noted and require compliance.

**(A)** Emergencies and reporting of seriously inappropriate behavior – dial 911 for medical and other emergencies. For rowdiness that won't stop after your courteous request to end it; and grossly inappropriate behavior first call the Sheriff at 239-477-1200. Request a case number be filed. After notifying the Sheriff inform the Property Manager of the incident during normal business hours. Additionally call the Gate at 239-463-0784 to inform them of your request for the Sheriff's help.

**(B)** The buildings and owners units' primary security lies in restricted and limited access to the building. Each owner has assigned secure serialized keys for building access. The owner is responsible for accounting and controlling the keys. Owners allowing or providing indiscriminant building access face potential liability in case of injury, theft or damage. Lost or stolen keys need to be reported immediately.

**(C)** Propping doors open initiates an alarm that must be reset. Unpinning the second of the dual lobby doors and leaving them unattended is a security violation. Any contractor caught violating the security of the building will be asked to leave and barred from future work in the building.

**(D)** Any person temporarily, for more than 48 hours, or permanently vacating the unit **must** ensure that the water to the unit is turned off and all windows and doors are closed and latched. The unit owner is responsible and may be liable for failure of their guests, lessees, contractors, cleaning staff, caretaker, etc. to turn off the water as well as closing and latching all windows and doors at the time they vacate the unit.

**(E)** Quiet time is designated 11:00 PM to 7:00 AM.

**(F)** Owners are responsible for damage to all Association property including the elevator. Owners must ensure that elevator pads are put in place prior to allowing any item for which they are responsible to be placed in the elevator. This includes items put in by their action, their guests, their contractors or any person that they allow into the building. Owners are also responsible to ensure that the elevator pads are removed and re-hung after the work is completed and in no event longer than every evening. Failure to do so will at the owner's

expense, initiate the procurement of man power to remove the pads. Elevator pads are located in the Southeast garage.

**(G)** Owners must ensure that any contractor using the elevators does not lock out an elevator from service. Any contractor caught locking out an elevator by any means, will be asked to leave the building and barred from further work.

**(H) NO Glass on the Pool Deck or in the Pool.** This is a severe safety issue. On inspection and possible cleaning to ensure no glass is in the pool, the owner will be billed for the costs involved. No swimming after dark. Children under the age of 12 may not be at the pool without adult supervision. Familiarize yourself with the posted rules.

**(I)** Shoes must be cleaned or changed before entering the building after playing tennis. Do not track water into the lobby or elevators. Make sure doors close after you enter or exit especially during high winds.

**(J)** Common sense and consideration for others and property must be used when utilizing the Fitness Room, pool, and Social Room. No one under the age of 12 may use or be present without responsible adult supervision. Both rooms are to be returned to the order they were upon arrival of the first person. Private use of the Social Room is a controlled procedure. ~~and~~ Responsibilities are posted above the calendar by the Social Room entrance and on the Waterside III website.

**(K)** The Social Room may be reserved for personal parties. Schedule and receive the procedure for use of the Social Room by contacting the Chair of the Social Committee.

**(L)** Fitness Room - Children under 12 are not allowed in the Fitness Room without adult supervision and must be instructed and monitored in the proper use of the equipment.

**M)** Any person bringing alcoholic beverages into the Social Room or Kitchen is responsible for its consumption or disposition and must remove it upon their departure from the Social Room and Kitchen.

**10. GUESTS AND LESSEES.** The unit owner is responsible for all guests, lessees and contractors. Let the Gate Attendant (463-0784) know visitor details to allow entry on to the complex. If you have persons that visit regularly you may have them placed on a permanent guest entry list by notifying the Property Manager and the Gate Attendant. Lessees may purchase a temporary barcode from the Gate Attendant. Also it is the owner's responsibility to insure guest and renters are familiar with and comply with all rules and guidelines.