

RULES AND REGULATIONS

THE WATCH AT WATERLEFE CONDOMINIUM ASSOCIATION, INC.

(Revised September 19, 2005)

GENERAL

1. The green areas and walkways in front of the condominium units and the entrance-ways to the condominiums units shall not be obstructed permanently or used for any purpose other than ingress to and egress from the condominium units.
2. The exterior of the condominium units and the balconies, terraces, storage areas and all other areas appurtenant to a condominium unit shall not be painted, decorated or modified by any owner in any manner without prior consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association.
3. No article shall be hung from the doors or windows or placed upon the outside window sills or balconies of the condominium units.
4. No bicycles, scooters, baby carriages or similar vehicles or toys or other personal articles shall be allowed to stand in any of the common areas or driveways, except in any areas specifically designated by the Board of Directors.
5. No owner shall make or permit any noise that will disturb or annoy the occupants of any of the condominium units in the development or do or permit anything to be done which will interfere with the rights, comfort or convenience of other owners.
6. Each owner shall keep his condominium unit clean and in a good state of repair. No owner or occupant shall sweep or throw, or permit to be swept or thrown, therefrom or from the doors or windows thereof, or from the balconies, any dirt or other substance.
7. No shades, awnings, windows guards, light reflective materials, ventilators, fans or air conditioning devices shall be used in or about the building except as shall have been approved by the Association, which may be withheld on purely aesthetic grounds within the sole discretion of the Association. The Association, acting through its initial Board of Directors, has designated the color, type and specifications for all drapery liners to be used in all draperies which are exposed in any way to view from areas outside of any condominium unit. Guidelines are available from the Association upon request. Also, hurricane shutters may be installed provided these are approved by the Board and provided they comply with the Association's established guidelines.

8. Each condominium unit owner who plans to be absent from his unit during the hurricane season must prepare his unit prior to his departure by (a) removing all furniture, plants, and other objectives from his balcony or terrace, and (b) designating a responsible firm or individual satisfactory to the Association to care for his condominium unit, should the unit suffer hurricane damage. Such firm or individual shall contact the Association for permission to install or remove hurricane shutters.
9. No sign, notice or advertisement shall be inscribed or exposed on or at any window, or other part of the condominium units except as shall have been approved in writing by the Association, nor shall anything be projected out of any window in the condominium units without similar approval.
10. All garbage and refuse from condominium units shall be deposited with care in garbage containers which shall be kept in such locations as the Association shall direct. Unit owners or their tenants not complying with these provisions will be charged for any required cleanup.
11. Water-closets and other water apparatus in the buildings shall not be used for any purpose other than those for which they were constructed, nor shall any sweepings, rubbish, rags, paper, ashes or any other article be thrown in same. Any damage resulting from misuse of any water-closet or other apparatus shall be paid for by the owner whose condominium unit it shall have been caused.
12. No owner shall request or cause any employee of the Association to perform any private business of the owner.
13. No radio or television aerial or antenna shall be attached or hung from the exterior of the condominium units or the roofs thereon.
14. The agents of the Association and any contractor or workman authorized by the Association may enter any condominium unit, balcony or terrace at any reasonable hour of the day for any purpose permitted under the terms of the Declarations of the Condominium, By-Laws of the Association, or management agreement. Except in case of emergency, entry will be made by pre-arrangement with the owner.
15. All owners who will be absent from their condominium unit shall provide for emergency access to their unit by the Association, to be used solely in the event of an emergency. An absentee owner shall leave the name and phone number of any individual or responsible firm with a pass key to their unit, or shall leave a pass key with the Association (or Management Company of the Association). In the event of an emergency, such as fire or water pipe problems, the protection of life and property may depend upon being able to enter a particular unit.

- 16. All repairs, renovation and painting or other maintenance required or permitted to be done by the condominium unit owner shall be accomplished or performed only by personnel or firms approved by the Association.
- 17. No vehicle belonging to an owner or to a member of the family or to a guest, tenant of an owner, shall be parked in such manner as to impede or prevent ready access to another owner's unit, or limited common elements or other parking spaces. The owners, their servants, agents, visitors and licensees and the owner's family, will obey the parking regulations posted at the private streets, parking areas and drives and any other traffic regulations promulgated in the future for the safety, comfort and convenience of the owners. No unit owner shall store or park or leave boats, trailers, campers or any commercial vehicle on the condominium property. Commercial storage units may be placed on asphalt surfaces for up to 72 hours for the purpose of moving in or out of a unit. No vehicle which cannot operate on its own power shall remain within the condominium property for more than twenty-four (24) hours, and no repair of vehicles shall be made within the condominium property.
- 18. The owner shall not cause or permit the blowing of any horn from any vehicle of his own, or which his guests or family shall occupy, anywhere within the condominium property.
- 19. No owner shall use, or permit to be brought into the condominium property or units, any flammable oils or fluids, such as gasoline, kerosene, naphtha or benzine, or other explosives or articles deemed hazardous to life, limb or property.
- 20. No owner or resident shall be allowed to put his name on any entry of the condominium units or mail receptacles appurtenant thereto except in the proper places and in the manner prescribed by the Association for such purposes.
- 21. Any damage to buildings, recreational facilities or the common areas or condominium equipment caused by any resident or his guests shall be repaired at the expense of the owner who has himself, or whose guests or family have caused the damage.
- 22. Complaints regarding management of the condominium units and grounds or regarding actions of other residents shall be made in writing to the Management Company.
- 23. Any consent or approval given under these rules and regulations by the Association shall be revocable at any time.
- 24. These Rules and Regulations may be modified, added to or repealed at any time by the Board of Directors.

CONDOMINIUM UNIT USE AND BASIC RESPONSIBILITIES

1. The condominium unit shall be used only as a single family residence.
2. No separate part of a unit may be rented, and no trade, business, professional or any type of commercial activity may be conducted from any unit.
3. A unit may not be divided or sub-divided for sale or lease.
4. A resident may not make any use of a unit which violates any laws, ordinances or regulations of any governmental body having jurisdiction thereof.
5. A resident may not permit anything to be done or kept in his unit which will increase the insurance rates on the unit, common elements or any portion of the condominium, or which will obstruct or interfere with the rights of any other residents.
6. A resident may not speak, sing, play a musical instrument, operate a radio, phonograph, television or sound amplifier, or create or cause to be created, any noise or sound in such a manner or at such a level as to disturb or annoy other residents.
7. A resident may make no repairs to plumbing or electrical wiring within a unit except by employing a properly licensed plumber or electrician. Plumbing and electrical repairs made within a unit shall be the financial responsibility of the owner of the unit.
8. The interior of the unit may not be altered in any manner which will affect the structural elements of the building or its electrical, mechanical, plumbing or air-conditioning systems, or any of the common or limited common elements, without prior, written consent of the Association. Requests for architectural repairs and alterations must be applied for in writing addressed to the Board of Directors in time to allow for consideration and approval before the work begins.
- 9. The owner or resident shall allow the Board of Directors or agents or employees of the Association to enter the unit for the purpose of maintenance, inspection, repair, replacement or improvement within the unit or common elements, or in case of emergency threatening the unit or the common elements, or to determine compliance with the provisions of the condominium documents or the rules and regulations. Except in the case of emergency entry will be made by appointment with the resident.

10. A resident shall maintain in a clean and sanitary manner and in good repair, the unit and all interior surfaces within or surrounding the unit, including the walls, ceilings and floors, whether they are a part of the unit or of the common elements, and shall maintain and repair all fixtures, plumbing and appliances therein, and pay for any utilities separately metered to the unit.

11. Residents shall abide by any regulations regarding children as may be established from time to time by the Association.

SAFETY

1. The parking areas, sidewalks, entrances, passages, and all common and limited common elements must not be obstructed or encumbered or used for any purpose other than for parking or ingress and egress to the premises. No carriages, plants, bicycles, tricycles, scooters, roller skates, wheeled toys, toys, benches, chairs, tables or other objects of a similar nature be stored in such areas.

2. All personal property of residents shall be stored within the condominium unit.

3. No garbage cans, supplies, or other articles may be placed in halls, on balconies or on staircase landings, nor may any linens, cloths, clothing, curtains, rugs, mops or laundry of any kind, or other articles be shaken or hung from any window, door or balcony, or exposed on any part of the common or limited common elements.

4. A resident shall not allow anything to fall from a window, door or balcony, nor throw from the premises any dirt or other substances onto the grounds.

5. No flammable, combustible or explosive fluid, chemical or substance shall be kept in a unit or on the common or limited common elements, except as are required for normal housekeeping use.

6. No cooking shall be permitted on any patio, terrace, balcony or common or limited common areas.

SECURITY

1. Police or fire Emergency should be called first at 911. Security problems, including trespassers and suspicious persons or vehicles and acts of vandalism, should be reported immediately to Manatee County Sheriff and then to the front guard gate.

2. Solicitors are not permitted on the condominium property at any time, except by individual appointment with residents. Handbills should be forwarded to the Association Office.

3. All residents must comply with guard instructions.

TRASH

1. Trash and garbage shall be secured in hard sided containers and should not be placed in visible common areas prior to 5:00P.M. on the day immediately before scheduled pick up. All refuse containers must be removed from the visible areas by no later than 6:00 P.M. the day of pick up.

ARCHITECTURAL CONTROL

1. The following shall not be altered, modified, changed, repaired, replaced, decorated, removed, added to, extended, enclosed or painted without prior written consent of the Association and the Waterlefe Design review Board. Common elements, limited common elements, any outside or exterior portion of the building or condominium unit, or other exterior areas appurtenant to a condominium unit, including but not limited to balconies, patios, terraces, parking areas, balcony walls, ceilings, railings and doors.

2. The following shall not be installed, erected, attached to, constructed, exhibited or displayed on the common elements, limited common elements, or other exterior areas appurtenant to a condominium unit: Awnings, patio covers, screens, shades, fences, gutters, canopies, window guards, jealousies, enclosures, light reflective material, radio or television, or citizen band radio broadcasting or receiving devices, aerials or antennas, landscaping features, ventilators, fans, air conditioning or dehumidifying devices, wiring, lighting, curbs, sidewalks, brick, tile, chattahoochee, concrete slabs, decorative or security bars or gates, wood decks or walls, or flag poles. However, hurricane shutters may be installed provided these are approved in writing by the Board and provided they comply with the Association's established guidelines.

3. The following shall not be hung, exhibited, displayed, painted, inscribed or affixed in, on or upon the interior of a unit, including windows and/or sliding glass doors, in such a manner as to be visible from outside of the unit, without prior written consent of the Association: Signs, notices, advertisements, decorations, laundry garments, towels, solar film, flags, foil, paper, paint, or other objectives, except for (standard) draperies, blinds, shades or other suitable window coverings. Blinds and drapery backings in colors other than white, off white and pale natural must be approved in writing by the Association.

4. Installation of extra load electrical or plumbing equipment is not authorized. Such equipment would include but not limited to hot tubs and whirlpools.
5. The owner is responsible for keeping the balconies in "clean and orderly condition".

ITEMS ALLOWED ON PATIOS ARE AS FOLLOWS:

1. Patio furniture (outdoor furniture). No appliances or indoor furniture will be allowed.
2. Plants arranged in an attractive manner, which can be easily removed in the event of a storm.

ITEMS NOT ALLOWED ON PATIOS:

1. Cartons, boxes or any type of storage containers.
2. Loose building materials (boards, etc.)
3. Garbage containers of any kind.
4. Cleaning materials or implements of any kind.
5. No shopping carts of any kind.
6. No toys will be stored on balcony (patio).
7. No animal shelters of any kind will be permitted on balcony.
8. No boats of any kind will be permitted on balcony.
9. No motorcycles will be permitted IN THE BUILDING or on balcony.
10. No clothing or material of any kind will be hung on the balcony to dry.
11. Nothing unsightly will be allowed on the balconies, This includes any items which will cause the exterior of the building to look shabby, littered or messy.

PARKING

1. Boats, boat trailers, trucks, commercial vehicles and all other vehicles not specifically authorized herein shall not be permitted in any parking space.
2. No vehicle which cannot operate on its power or which has an expired license plate, or which has no license plate, shall remain on the condominium premises for more than twenty-four hours and no repair of vehicles shall be made on the Condominium premises.
3. No vehicles may be repaired on the property.
4. All vehicles must be insured according to the minimal required by local and state requirements.
5. No vehicle may store or contain any explosive or flammable material, except normal operating fuels and amounts as listed in the standard handbook of the vehicle and contained within the regular vehicle fuel tank.
6. Any vehicle leaking fluids, oils, fuels or chemicals of any type will be removed immediately from the property. Protection of the parking and driveways will be the responsibility of the owner. Any pavers, asphalt, sod, sewer system, or any other common or limited common elements, or private property damage will be charged to the owner.
7. Any vehicle not in legal operating condition, not properly insured, missing body parts, having added parts and equipment to over improve (such as racing equipment), or body paints or signs that indicate a commercial vehicle shall be restricted from the property or towed at the owner's expense.
8. All vehicles will only use the driveways, roadways, parking roads and streets to move vehicles to and from the entrance/exit and the appropriate parking spot. They will not exceed 20 MPH. Nor drive in an unsafe way.

HURRICANE PREPARATION

1. Each unit owner or resident who plans to be absent from the unit during hurricane season must prepare his or her unit prior to departure by: (a) removing all furniture, plants and other objects from the terrace/patio area, (b) designating a responsible firm or individual to care for the unit should the unit suffer hurricane damage. and (c) notifying the management company in writing of the name and telephone number of such firm or individual.

2. Hurricane or storm shutters may not be installed without prior written consent of the Association.

3. Each resident is responsible for his or her unit and during a severe weather alert; they will prepare their unit for the storm to protect it as recommended by those agencies that issue storm warnings. Each resident will follow the warnings and comply as instructed. This will include protection of vehicles as well.

PETS

Revised
1. No resident may keep any pet or animal on the condominium property except with the prior written consent of the Association and in accordance with the Rules and Regulations and additional rules as may be adopted from time to time by the Association. Homeowners are responsible for any pets staying in their unit including that they will immediately remove from the common grounds and elements, any pet waste deposited by such pets.

(a) Only dogs and cats forty (40) pounds and under are allowed in the condominium property. Not more than one (1) dog or one (1) cat is allowed in a unit at any one time.

(b) Each condominium resident who owns or maintains a grandfathered in pet shall indemnify the Association and hold it harmless against any loss or liability or claim of any kind or character whatsoever arising out of or connected with the keeping of any animal or pet upon the condominium property against animal attacks or bites or any other incidents in connection therewith of like character. No owner shall be permitted to keep a pet upon the condominium which shall become obnoxious or which will create a nuisance to any other resident. (The association will consider "grandfathered in" pets on an individual basis).

(c) The pet will not be allowed out of the unit or building unless it is in custody of the owner and on a leash not to exceed six (6) feet in length, or carried.

(d) The unit owner shall be liable for any damage to the building, grounds, flooring, walls, trim, finish, tiles, carpeting, stairs, etc., caused by the pet, and the unit owner must pay all costs involved in restoring any damage to any part of the condominium property or private property.

(e) The unit owner shall be financially responsible for any person injury or property damage caused to any other unit owner, occupant, guest, employee or vendor of the building or to any member of the public, by the pet.

(f) The resident shall put the pet out to board at his or her own expense should it be necessary because of any noise, barking, or damage to the building and/or grounds or any reasonable complaints from other residents.

(g) No pet or animal may be kept by any resident on any part of the condominium property which constitutes a nuisance and which unreasonably interferes with the quiet enjoyment of the premises by other residents.

(h) All pets will be in good health and have the necessary shots, licenses, and any other certificates required by any governmental agencies. Should the Association request proof of licenses, certificates, photographs, and/or medical reports, then the owner will furnish the Association with those reports in a timely manner. Should the Association request a medical report on the pet, then the owner will furnish a medical report from a Florida licensed veterinarian, currently dated, at the expense of the owner. If the Association request verification of weight of the pet, the medical report should also list the weight of the pet.

(i) Pets may not be kept for breeding or other profit ventures within the condominium.

(j) No resident shall feed or permit to be feed any pets or animals on common elements of the property.

SALE OR LEASE

1. A condominium unit shall not be sold, transferred, leased or rented except as permitted in the Declaration of Condominium. Any attempt to sell, rent, or lease a unit without prior approval of the Association shall be deemed a breach of the Declaration.

2. No unit owner may enter into a lease agreement for a unit unless the term of said lease is at least one month. Owners are responsible to provide rules to tenants and to ensure they abide by them. Unit owners are ALWAYS responsible for their tenants' conduct and adherence to the Rules and Regulations.

BURGLAR ALARM

1. Installation of a burglar alarm systems may be permitted with prior written consent of the Board of Directors, providing the exterior portion of the system blends with the architectural design and decor of the community, and the installation of alarm boxes and/or horns is as inconspicuous as possible.