RULES AND REGULATIONS

THE WATCH AT WATERLEFE CONDOMINIUM ASSOCIATION, INC.

Updated 2-18-2025

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 Watch 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 Watch 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 Watch 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, interior hurricane shutters may be installed provided these are approved by the Board and provided they comply with the Association's established guidelines (see Hurricane Preparation on Page 8)

- 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, or 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 48 hours for the purpose of moving in or out of a unit and prior notice to Property Management. 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. No vehicle should be parked so that the tires of the vehicle are on the grass as this could damage the irrigation system.
- 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 Watch 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 airconditioning 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 <u>carriages</u>, <u>plants</u>, <u>bicycles</u>, tricycles, scooters, roller skates, wheeled toys, <u>toys</u>, <u>benches</u>, 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.

<u>SECURITY</u>

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 (DRB). Common elements include landscaping, 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, landscaping, parking areas, balcony walls, ceilings, railings and doors. All regulations for the DRB will also be in effect.
- 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, any landscaping except for the Waterlefe DRB rules on garden pots and garden ornaments which allow 3 max, ventilators, fans, air conditioning or any dehumidifying devices, wiring, lighting, curbs, sidewalks, brick, tile, chattahoochee (stones), concrete slabs, decorative or security bars or gates, wood decks or walls, or flag poles. However, interior Lanai hurricane shutters may be installed provided these are approved in writing by the Board and provided they comply with the Association's (DRB) established guidelines. See 'Hurricane Preparation' on page 8.
- 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, lam1d:ry 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) which can be easily removed in the event of a storm. 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 INSIDE THE BUILDING or on the 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 or on the roads.
- 2. No vehicle which cannot operate on its power or which has an expired license plate, or which has no licenses 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 asphalt, paver, 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. A RV, boat or other recreational vehicle can only be on property for 24 hours to pack and unpack and must be removed from the Waterlefe community after that. Any vehicle that has any commercial names, information or any advertising is not allowed to be parked on the driveways or streets overnight.
- 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. Any vehicles parked on the streets in the same spot must be moved every 48 hours or it can be towed, and you cannot block any driveways, mailboxes, park anywhere in the cul-dsacs, or be within 20 feet of the intersections. No vehicle should be parked so that the tires of the vehicle are on the grass as this could damage the irrigation system. The space(s) at the end of the driveway is common property and is on a first come, first served basis. It is not to store or keep a vehicle parked and must be moved within 48 hours, or to block access to any of the garages or front doors. Adequate room must be given so homeowners can get out their front doors. Generally, these spots should be available for guests. Parking outside of your garage door is allowed as long as it doesn't interfere with others being able to get in and out, including for the space at the end of the driveway.

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 plants, furniture 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, and of damage as it occurs.

- 2. Hurricane or storm screens may be installed inside the lanai at owners expense if they are clear or see through and will require prior written consent of the Association. Storm shutters outside the unit are not permitted. Replacement of windows, like for like with hurricane resistant window panes are allowed without permission at homeowners expense.
- 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 advised 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

- 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) A maximum of (2) household pets (excluding fish and birds) may be kept at the discretion of the Association's Board of Directors, provided they do not become a nuisance or annoyance to any neighbor in the sole opinion of the Board. Cats, dogs, fish and birds are the only pets permitted. If the resident keeps (2) dogs/cats in the unit, they may not weigh over (100) pounds cumulatively. If only (1) dog/cat is kept in the unit, then it shall not weigh over (100) pounds.
 - (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, titles, 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 (including a lease app. and pay any fees for MPOA).
- 2. No unit owner may enter into a lease agreement for a unit unless the term of said lease is at least one month (3x a year). 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.

with the architectural design and decor of the community, and the installation of alarm boxes and/or horns is as inconspicuous as possible.

- 2. Association must be advised of the name and phone number(s) of a local persons that will be available to turn the alarm off should it begin ringing. Owners with car alarms should provide the same information to the Association.
- 3. In event no local contact person or number is available, the Association will make whatever arrangements are necessary in order to silence the alarm, at the unit or on the cars (to include towing) at the owners' expense.

MAINTENANCE FEES and ANY ASSESSMENTS

- 1. Maintenance fees are due on the first (1st) day of each month payments not RECEIVED on the 15th day of the month will incur a late charge. If the 15th falls on a weekend or holiday, payments must be received on the last working day prior to the 15th. The Association will furnish each unit an address that the payment will be mailed or delivered along with a coupon, invoice, or billing statement. Should the owner not have any payment information, they should deliver the payment to the Association office.
- 2. Payments should be by personal checks, cashier's check or money order made payable to the THE WATCH AT WATERLEFE CONDOMINIUM. ASSOCIATION, INC. The account number and unit address must appear on the face of the check or money order.
- 3. Receipts will not be issued for maintenance fee payments as the cancelled check or money order will be considered the receipt.
- 4. Inquiries regarding the status of an account must be made by the owner or their agent by phone or in writing, with reference to the account, to the management company.
- 5. Special Assessments will fundamentally comply with the same procedures as the maintenance fee collections. In the event there are changes, the owner will be notified.
- 6. Returned checks will have bank and service charges applied to the unit account. The check must be replaced immediately or the Association will begin legal action.

7. Delinquent accounts (any account not current after the first of the month when due) are subject to late charges, interest, collection charges, fees, attorney's cost, court costs or any other collection expenses. The Association has the right to lien and foreclose, and take other action to collect the delinquent account. The owner is responsible for any charges incurred by the collection procedures.

OWNER INFORMATION

- 1. Each owner is responsible to furnish the Association their current mailing address, phone numbers, emergency contacts or agents, occupants living in the unit, automobiles and their tag numbers and other information that may be needed for operations of the Association. Each owner is responsible to report any changes to the Association Office as soon as possible.
- 2. Each owner/resident or resident is responsible to report the failure of any association equipment to the Association Office.
- 3. Anyone observing a hazardous (non-emergency) situation in the condominium, should report the situation to the management company office. (see SECURITY, elsewhere in this document).

<u>CHILDREN</u>

- 1. Children are the responsibility of their parents.
- 2. No non-resident child may come on the condominium property without a resident adult acting as the host and accompanying that child and remaining with that child. A resident child may not "vouch for" a non-resident child.
- 3. Loitering, groups, or gangs of children are to be discouraged.

ELECTRIC VEHICLES

Any homeowner who has any type of Electric Vehicle or Hybrid Vehicle, and stores their vehicle in a garage in The Watch property will be required to:

1. Advise the Board of Directors of the Vehicle and, if installing an Electric Vehicle charging device in the unit's garage, advise before installation so the Board can ascertain that it will be installed correctly. No charging devices are allowed outside of the unit's garage.

- 2. Required insurance –The homeowner must obtain liability or hazard insurance for the electric vehicle, as well as a charging device, and to name The Watch at Waterlefe Condominium Association as an additional insured on this policy with \$1,000,000 worth of coverage and show the Board proof of coverage. If a charging device is installed, the contractor installing the charging stations must provide evidence of liability insurance in the limit of \$1,000,000 per occurrence naming the association as additional insured. (this was at the advice of our Insurance Agent) Any vehicle parked outside the unit but connected to a charging device inside any unit's garage will require this insurance as well.
- 3. Proof that the electricity from said charging device is on the homeowners Electric account and that no electricity will be charged to The Watch at Waterlefe Condominium Association, Inc. in any way, and if found that any electricity is charged to The Watch, the charges will be forwarded to the homeowner for collection. If homeowner does not pay the charges within 10 days, The Watch collection policy for payments will be enforced.
- 4. For Homeowners that have renters in their unit that has an Electric Vehicle or Hybrid Vehicle, the homeowner will be responsible for the insurance and electric component of this rule and must provide prior to the renter moving in.
- 5. Any Homeowner who has already installed a charging station in their garage, will need to provide proof of insurance and that the electricity is billed to the owner and not any part of it will be charged to The Watch at Waterlefe Condominium Association, Inc.
- 6. Homeowners who desire to install an electric vehicle charging station and related infrastructure or equipment ("EVCS") in their Limited Common Element garage shall:
 - (i) Provide written notification of their intent to do so along with such other information as the Association may reasonably require from time to time, including, without limitation, plans and specifications for any such EVCS and using any application form which may be adopted by the Association from time to time:
 - (ii) Comply with Section 718.113(8), Florida Statutes;
 - (iii) Enter into forms of agreements adopted or to be adopted by the

-13-

Association to address compliance, cost payment, insurance, payment for electricity used, increased insurance costs for the Association and other related, reasonable matters in connection with the planned installation of an EVCS;

- (iv) Pay to record such agreements as the Association may specify in the public records of Manatee County, Florida to ensure that the obligations thereunder pass to successors and assigns in interest and title; and
- (v) Not install any EVCS until the Association has received sufficient information, as may be required from time to time, and the Homeowner has submitted a completed application form, which may be adopted by the Association from time to time, about the planned installation of the EVCS, has received written confirmation from the Association that the Unit Owner's proposed EVCS is approved and the agreement(s) is/are recorded in the Manatee County public records.

 The Association shall use reasonable diligence to complete its review of a Homeowner's complete submission of any proposed installation of an EVCS within thirty (30) days of its receipt of the Homeowner's submitted proposal. The Association shall provide written notification to the Homeowner that the Homeowner's submission is incomplete or missing any information required to be provided to the Association, the Association shall have no obligation to consider such submission, but the Association shall notify the Homeowner in writing of the specific deficiencies with their submission within a reasonable time.

UNIT OWNER PARTICIPATION AT BOARD & ASSOCIATION MEETINGS, & MISC.

I. BOARD AND COMMITTEE MEETINGS

- A. Board and Committee Meetings Defined.
 - 1. "Meeting of the Board of Directors" is hereby defined as a quorum of Directors gathered to discuss official Association business."
 - 2. <u>"Meeting of a Committee"</u> is hereby defined as a quorum of committee members gathered to discuss the official business of the committee as set forth in the resolution creating the committee."

B. Attendance at Board and Committee Meetings.

1. Every unit owner shall have the right to attend Board of Director and Committee meetings except as may be provided by law. No person other than a unit owner may be permitted to attend such meetings, except for persons invited or permitted to attend by the Board or Committee.

C. Participation at Board and Committee Meetings.

- 1. Every unit owner shall have the right to participate in meetings of the Board of Directors, and Committees to the extent required and permissible under applicable law, subject to the following rules.
- 2. Statements by unit owners at meetings shall be restricted solely to agenda items. However, unit owners may ask questions about reports on the status of construction or repair projects, the status of revenues and expenditures during the current fiscal year, and other issues affecting the condominium. No other statements shall be permitted except as may be authorized by the chairperson of the Board or a Committee, in their sole discretion
- 3. Notwithstanding the unit owner's right to ask questions, a unit owner may speak only once on each agenda item and the unit owner's statement may not exceed three (3) minutes. However, the chairperson, in his or her discretion, may permit additional time to allow a unit owner to conclude his or her thoughts. The chairperson of the meeting shall give the floor to any unit owner desiring to speak subsequent to the calling of the agenda item and prior to the vote of the Board or Committee upon the agenda item. After each unit owner has had an opportunity to speak, the chairperson shall announce that unit owner statements are concluded thereby ending owner discussion on that agenda item.

- 4. Unit owners may not reserve any portion of their three (3) minutes for use on another topic or reserve any portion for use by another unit owner. If the unit owner does not use the entire three (3) minutes the remaining time is forfeited.
- 5. If a unit owner asks questions of the Board or an invited guest during his or her three (3) minutes, both the question and answer count against that time. Unit owners may not "reclaim" their time when a question they pose is being answered but may do so if interrupted by another non-Board-member unit owner during their three (3) minutes.
- 6. Unit owners may not make or second motions, may not participate in discussions after unit owner discussion is concluded on that subject, and may not vote.
- Anyone speaking on behalf of a unit owner must have previously filed a Power of Attorney form with the Secretary of the Association at least twenty-four (24) hours prior to the start of the meeting. The Power of Attorney form must comply with Florida law, as amended from time to time, and must designate that individual as the unit owner's Attorney-in-Fact. Power of Attorney forms will not be accepted at the meeting. Attorneys-at-Law may not speak on behalf of unit owners at Board and Committee meetings, nor do they have a right to be present at such meetings without the Board's authorization. The one exception is that unit owners may have legal counsel present at fining or grievance committee hearings to represent their interests if prior notification is provided to the Board of their attendance. During such fining or grievance committee meetings an Attorney-at-Law may speak on behalf of the unit owner.

D. Recording Board or Committee Meetings.

- 1. No owner may tape record or videotape any Board Meeting or any Committee Meeting except as permitted by law.
- 2. As the meetings and their contents are available only to members (Unit owners), members may not live stream a meeting on any social media or other digital platform.
- 3. An owner who wants to tape record or videotape a Board Meeting or Committee Meeting must submit a written request to tape record or videotape the meeting to the Association Secretary (or Manager) prior to the time for the meeting. The written request must specify the method of recording the owner will utilize. A separate written request must be made for each Board Meeting and each Committee Meeting the owner wants to tape record or videotape. Blanket or general written requests to record meetings, such as "All Board Meetings", are prohibited and cannot be honored.
- 4. No tape recording or videotaping of any Board Meeting or any Committee Meeting shall interfere with or obstruct the meeting.

-16-

- a. None of the equipment used for taping can interfere with or obstruct any owner's or director's view of the meeting, ability to hear the meeting, block access to or from the meeting or to or from the seating in the meeting or constitute a tripping hazard.
- b. Extra lighting for videotaping is prohibited.
- c. All video and audio taping equipment used must conform to the electrical codes.
- d. No accessory can be attached to any electrical outlet that enables more equipment to utilize the outlet than would normally and safely utilize the outlet.
- e. No one may move about the room to audio or video tape the proceedings.
- f. The use of wearable technology including but not limited to Google Glass to surreptitiously tape any Board Meeting or any Committee Meeting will result in the user of such technology being ejected from the meeting in addition to the penalty set forth in Subsection 5.
- 5. Owners attending meetings virtually via the use of platforms such as Zoom must advise the board in advance if they wish to tape record the meeting. If the owner does tape the virtual meeting, such video recording is for the owner's personal use and reference only and may not be posted anywhere online.

II. UNIT OWNER MEETINGS

A. Unit Owner Meeting Defined.

"Meeting of the unit owners" is defined as a quorum of unit owners gathered to discuss official Association business.

B. Unit owners shall have the right to attend and speak at meetings subject to the following rules.

- 1. Except as otherwise permitted by the Condominium Act, as amended from time to time, statements by unit owners at meetings shall be restricted solely to agenda items.
- 2. A unit owner will be permitted to speak only once on each agenda item and the unit owner's statement shall not exceed three (3) minutes. However, the chairperson, in his or her discretion, may permit additional time to allow a unit owner to conclude his or her thoughts. The chairperson of the meeting shall open the floor to unit owner statements on an agenda item subsequent to the calling of the agenda item, and prior to the vote of the unit owners upon the agenda item. Unit owners may not "reclaim" their time when a question they pose is being answered but may do so if interrupted by another unit owner (who is not the chairperson) during their three (3) minutes.

- 3. Unit owners may not reserve any portion of their three (3) minutes for use on another topic or reserve any portion for use by another unit owner. If the unit owner does not use the entire three (3) minutes the remaining time is forfeited.
- 4. If a unit owner asks questions of the Board or an invited guest during his or her three (3) minutes, both the question and answer count against that time.
- 5. Anyone speaking on behalf of a unit owner must have previously filed a Power of Attorney form with the Secretary of the Association at least twenty-four (24) hours prior to the start of the meeting. The Power of Attorney form must comply with Florida law, as amended from time to time, and must designate that individual as the unit owner's Attorney-in-Fact. Power of Attorney forms will not be accepted at the meeting. Attorneys-at-Law may not speak on behalf of unit owners nor do they have a right to be present at such meetings without the Board's prior authorization.

C. Recording Owner Meetings.

- 1. No owner may tape record or videotape any Owner Meeting except as permitted by law.
- 2. As the meetings and their contents are only meant for the Association's members, the meeting may not be live streamed by any unit owner on any social media or other platform.
- 3. A person who is not an owner, who is permitted to attend the meeting by the Board, cannot tape record or videotape an Owner Meeting.
- 4. The use of any type of wearable technology, including but not limited to Google Glass, to surreptitiously record a meeting, falls within the definition of "tape recording" or "videotaping" a meeting and owners and/or users of such devices must comply with this subsection entitled "Recording Owner Meetings". An owner who wants to tape record or videotape an Owner Meeting must submit a written request to tape record or videotape the Owner Meeting to the Secretary (or Manager). The written request must specify the method of recording the owner will utilize. A separate written request must be made for each meeting the owner wants to tape record or videotape. Blanket or general written requests for tape recording or videotaping, such as "All Owner Meetings", are prohibited and cannot be honored.

- 5. No tape recording or videotaping of any Owner Meeting can interfere with or obstruct the meeting.
 - a. None of the equipment used for taping can interfere with or obstruct any owner's or director's view of the meeting, ability to hear the meeting, block access to or from the meeting or to or from the seating in the meeting or constitute a tripping hazard.
 - b. Extra lighting for videotaping is prohibited.
 - c. All taping equipment used must conform to the electrical codes.
 - d. No accessory can be attached to any electrical outlet that enables more equipment to utilize the outlet than would normally and safely utilize the outlet.
 - e. No one may move about the room to audio or video tape the proceedings.
- 6. Owners attending meetings virtually via the use of platforms such as Zoom must advise the board in advance if they wish to tape record the meeting. If the owner does tape the virtual meeting, such video recording is for the owner's personal use and reference only and may not be posted anywhere online.

III. ENFORCEMENT OF MEETING RULES

A. Ejection.

- 1. Any person not authorized by law to attend a meeting may be prohibited from attending the meeting or ejected therefrom.
- 2. Any unit owner who fails to comply with these rules and causes a disruption at a Board Meeting, Committee Meeting, or Members' Meeting shall be subject to ejection in the sole discretion of the chairperson. The chairperson shall give any non-complying person one warning regarding ejection and, thereafter, may call for immediate ejection of that person, and the removal of any of their equipment (if they were recording the meeting).
- 3. The chairperson of the meeting may contact a law enforcement representative to remove such person if they fail to voluntarily leave upon being asked to do so by the chairperson.

B. Legal Action.

The Board of Directors may take whatever action which is appropriate at law or in equity against any person who fails to comply with these rules.

IV. OFFICAL RECORDS

All official records of The Watch at Waterlefe Condominium Association shall be on the website in conjunction with Florida State Statues and shall be amended from time to time for update.