

# APPLICATION FOR PURCHASE

## WATERSIDE HOMEOWNERS ASSN, INC.

THE FOLLOWING ITEMS MUST BE COMPLETED AND SIGNED AND SUBMITTED BEFORE APPLICATION IS CONSIDERED COMPLETE.

1. COMPLETE APPLICATION FOR PURCHASE AND SIGNED BY ALL APPLICABLE PARTIES. A COPY OF YOUR CONTRACT NEEDS TO BE ATTACHED TO THE APPLICATION AS WELL AS A COPY OF YOUR DRIVERS LICENSE OR ID.
2. CASHIER'S CHECK OR MONEY ORDER PAYABLE TO: Banyan Property Management, Inc. IN THE AMOUNT OF \$100.00 (CASH NOT ACCEPTED)
3. UPON COMPLETION OF THE ABOVE A CERTIFICATE OF APPROVAL WILL BE ISSUED AT THE END OF THE ORIENTATION.

BANYAN PROPERTY MANAGEMENT SERVICES, INC.  
2328 S CONGRESS AVE, SUITE 1C  
WEST PALM BEACH, FL 33406  
(561) 649-8585      FAX: (561) 649-0188



**BANYAN**  
PROPERTY MANAGEMENT, INC.  
*Dedicated to Your Community*

**APPLICATION FOR PURCHASE**

ASSOCIATION \_\_\_\_\_

ADDRESS OF UNIT: \_\_\_\_\_

OWNERS NAME: \_\_\_\_\_

TENANT NAME: \_\_\_\_\_

TENANT PHONE # \_\_\_\_\_

REALTORS NAME/PHONE # \_\_\_\_\_

A fully completed application, along with appropriate photo I.D must be submitted before consideration or processing will commence. To ensure proper and timely processing, the forgoing must be received a minimum of 30 days prior to any closing or move in date.

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(561) 649-8585 • Fax (561) 649-0188

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*www.banyanproperty.com*



**BANYAN**  
PROPERTY MANAGEMENT, INC.  
*Dedicated to Your Community*

**APPLICATION FOR PURCHASE**

ASSOCIATION: \_\_\_\_\_

ADDRESS OF UNIT: \_\_\_\_\_

Last name	First name	Middle	Birth date
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Social Security No.	Drivers License No.	State of license
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Marital Status: Single \_\_\_\_\_ Married \_\_\_\_\_ Separated \_\_\_\_\_

Co-applicant last name	First name	Middle	Birth date
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Social Security No.	Drivers License No.	State of license
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Expected move in date \_\_\_\_\_

Will the above listed person(s) be the only occupants? \_\_\_ Yes \_\_\_ No If No, list other occupants with Date(s) of Birth below:

**NUMBER OF OCCUPANTS TO LIVE IN RESIDENCE** \_\_\_\_\_

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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**RESIDENCE HISTORY**

Current address City/State Zip code

Area code/phone number own rent how long

Name and address of present landlord or mortgage co. area code/phone no. monthly payment

Previous address (include landlord and apartment community) area code/phone no. how long

**EMPLOYMENT HISTORY**

Applicant employed by Supervisors name How long

Address Area code/phone number

Position held Wage Per hour/week/bi-weekly/monthly

Applicant previously employed by Supervisors name How long

Address Area code/phone number

Position held Wage Per hour/week/bi-weekly/monthly

Co-applicant employed by Supervisor name How long

Address Area code/phone number

Position held Wage Per hour/week/bi-weekly/monthly

Co-applicant previously employed by Supervisors name How long

Address Area code/phone number

Position held Wage Per hour/week/bi-weekly/monthly

**ADDITIONAL INCOME**

Sources Amount per year

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**HOMEOWNERS' ASSOCIATION  
PET REGISTRATION FORM**

Registration Date: \_\_\_\_\_

Pets shall be restricted to no more than two pets per dwelling. The term 'pet' shall mean a cat or dog, and dogs shall exceed 40 pounds in weight (at its full size)...Article IX, Section C2.

OWNER/TENANT'S NAME: \_\_\_\_\_  
 OWNER/TENANT'S ADDRESS: \_\_\_\_\_  
 PHONE NUMBER: \_\_\_\_\_ EVENING NUMBER: \_\_\_\_\_

**ANIMAL INFORMATION:**

Dog(s)  
 Total Number \_\_\_\_\_

AGE: Years \ Months	
Dog 1	_____ / _____
Dog 2	_____ / _____
Dog 3	_____ / _____
Dog 4	_____ / _____

Cat(s)  
 Total Number \_\_\_\_\_

AGE: Years \ Months	
Cat 1	_____ / _____
Cat 2	_____ / _____
Cat 3	_____ / _____
Cat 4	_____ / _____

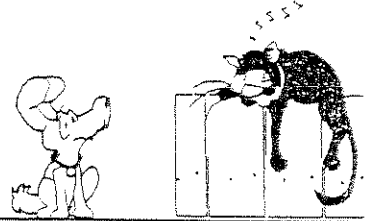
**SIZE:**

Dog 1	<input type="checkbox"/> Under 20 lbs.	<input type="checkbox"/> 61-80 lbs.
	<input type="checkbox"/> 20-40 lbs.	<input type="checkbox"/> 81-100 lbs.
	<input type="checkbox"/> 40-60 lbs.	<input type="checkbox"/> Over 100 lbs.
Dog 2	<input type="checkbox"/> Under 20 lbs.	<input type="checkbox"/> 61-80 lbs.
	<input type="checkbox"/> 20-40 lbs.	<input type="checkbox"/> 81-100 lbs.
	<input type="checkbox"/> 40-60 lbs.	<input type="checkbox"/> Over 100 lbs.
Dog 3	<input type="checkbox"/> Under 20 lbs.	<input type="checkbox"/> 61-80 lbs.
	<input type="checkbox"/> 20-40 lbs.	<input type="checkbox"/> 81-100 lbs.
	<input type="checkbox"/> 40-60 lbs.	<input type="checkbox"/> Over 100 lbs.
Dog 4	<input type="checkbox"/> Under 20 lbs.	<input type="checkbox"/> 61-80 lbs.
	<input type="checkbox"/> 20-40 lbs.	<input type="checkbox"/> 81-100 lbs.
	<input type="checkbox"/> 40-60 lbs.	<input type="checkbox"/> Over 100 lbs.

**DOG'S NAME:**

Dog 1 Name: \_\_\_\_\_  
 Dog 2 Name: \_\_\_\_\_  
 Dog 3 Name: \_\_\_\_\_  
 Dog 4 Name: \_\_\_\_\_

Cat 1	<input type="checkbox"/> Under 15 lbs.	<input type="checkbox"/> Over 16 lbs.
Cat 2	<input type="checkbox"/> Under 15 lbs.	<input type="checkbox"/> Over 16 lbs.
Cat 3	<input type="checkbox"/> Under 15 lbs.	<input type="checkbox"/> Over 16 lbs.
Cat 4	<input type="checkbox"/> Under 15 lbs.	<input type="checkbox"/> Over 16 lbs.



**SEX:**

Dog 1	<input type="checkbox"/> Male	<input type="checkbox"/> Female
	<input type="checkbox"/> Neutered Male	<input type="checkbox"/> Spayed Female
Dog 2	<input type="checkbox"/> Male	<input type="checkbox"/> Female
	<input type="checkbox"/> Neutered Male	<input type="checkbox"/> Spayed Female
Dog 3	<input type="checkbox"/> Male	<input type="checkbox"/> Female
	<input type="checkbox"/> Neutered Male	<input type="checkbox"/> Spayed Female
Dog 4	<input type="checkbox"/> Male	<input type="checkbox"/> Female
	<input type="checkbox"/> Neutered Male	<input type="checkbox"/> Spayed Female

**CAT'S NAME:**

Cat 1 Name: \_\_\_\_\_  
 Cat 2 Name: \_\_\_\_\_  
 Cat 3 Name: \_\_\_\_\_  
 Cat 4 Name: \_\_\_\_\_

Cat 1	<input type="checkbox"/> Male	<input type="checkbox"/> Female
	<input type="checkbox"/> Neutered Male	<input type="checkbox"/> Spayed Female
Cat 2	<input type="checkbox"/> Male	<input type="checkbox"/> Female
	<input type="checkbox"/> Neutered Male	<input type="checkbox"/> Spayed Female
Cat 3	<input type="checkbox"/> Male	<input type="checkbox"/> Female
	<input type="checkbox"/> Neutered Male	<input type="checkbox"/> Spayed Female
Cat 4	<input type="checkbox"/> Male	<input type="checkbox"/> Female
	<input type="checkbox"/> Neutered Male	<input type="checkbox"/> Spayed Female

**BREED AND COLOR:**

Dog 1	Primary Breed _____
	Secondary Breed _____
Dog 2	Primary Breed _____
	Secondary Breed _____
Dog 3	Primary Breed _____
	Secondary Breed _____
Dog 4	Primary Breed _____
	Secondary Breed _____

Dog 1	Primary Color: _____
	Secondary Color: _____
	Other Color: _____
Dog 2	Primary Color: _____
	Secondary Color: _____
	Other Color: _____
Dog 3	Primary Color: _____
	Secondary Color: _____
	Other Color: _____
Dog 4	Primary Color: _____
	Secondary Color: _____
	Other Color: _____

**CAT BREED AND COLOR:**

Breed (If Known): _____	
Cat 1	<input type="checkbox"/> Short Hair
	<input type="checkbox"/> Medium Hair
	<input type="checkbox"/> Long Hair
COLORS: _____	
Cat 2	<input type="checkbox"/> Short Hair
	<input type="checkbox"/> Medium Hair
	<input type="checkbox"/> Long Hair
COLORS: _____	
Cat 3	<input type="checkbox"/> Short Hair
	<input type="checkbox"/> Medium Hair
	<input type="checkbox"/> Long Hair
COLORS: _____	
Cat 4	<input type="checkbox"/> Short Hair
	<input type="checkbox"/> Medium Hair
	<input type="checkbox"/> Long Hair
COLORS: _____	

**PALM BEACH COUNTY  
RABIES LICENSE TAG NUMBER:**

(Required by Palm Beach County Ordinance 98-22)

Dog 1: County License Tag # _____	Cat 1: County License Tag # _____
Dog 2: County License Tag # _____	Cat 2: County License Tag # _____
Dog 3: County License Tag # _____	Cat 3: County License Tag # _____
Dog 4: County License Tag # _____	Cat 4: County License Tag # _____

**WATERSIDE HOME OWNERS ASSOCIATION, INC.  
BAR CODE RELEASE FORM FOR OWNER/TENANT**

OWNER'S NAME: \_\_\_\_\_

TENANT'S NAME: \_\_\_\_\_

PROPERTY ADDRESS: \_\_\_\_\_

OWNER/TENANT PHONE #: (HOME) \_\_\_\_\_

(WORK) \_\_\_\_\_

OLD BAR CODE #: \_\_\_\_\_

NEW BAR CODE #: \_\_\_\_\_

MAKE/MODEL OF VEHICLE: \_\_\_\_\_

PIN CODE #: \_\_\_\_\_ (ONLY FOUR DIGITS)

DATE ENTERED IN COMPUTER: \_\_\_\_\_

ENTERED IN COMPUTER BY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

# PARKING FORM

Association Name: \_\_\_\_\_

Driver License # \_\_\_\_\_ State: \_\_\_\_\_

## Vehicle #1

License # \_\_\_\_\_

Make \_\_\_\_\_

Year \_\_\_\_\_

Color \_\_\_\_\_

## Vehicle #2

License # \_\_\_\_\_

Make \_\_\_\_\_

Year \_\_\_\_\_

Color \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

AMENDMENT AND RESTATEMENT OF THE RULES AND REGULATIONS  
OF WATERSIDE HOMEOWNERS ASSOCIATION, INC.

KNOW ALL PERSONS BY THESE PRESENTS that the Board of Directors of the Waterside Homeowners Association, Inc., which Association is responsible for the management and control of the property and owners of property described in Plat Book 34, pages 193 and 194, Public Records of Palm Beach County, Florida, pursuant to the authority granted in the Declaration of Covenants, Conditions and Restrictions of Waterside Estates, and recorded among the public records of Palm Beach County, Florida, in Official Records Book 2849, Page 887, and pursuant to the authority of Florida Statutes, and the other governing documents of the Association, declares that:

(1) The Rules and Regulations of the Association with effective date of December 16, 1985, were amended and restated by the Board of Directors, at a duly called meeting of the Board held on the 6th day of February, 2001.

(2) The Amended and Restated Rules and Regulations are attached hereto as Exhibit "A".

And that said Amended and Restated Rules and Regulations shall run with the following land, until amended or deleted by the Board of Directors of the Association:

The land comprising Waterside Estates, recorded in Plat Book 34, pages 193 and 194, Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, WATERSIDE HOMEOWNERS ASSOCIATION, INC. has caused these AMENDED AND RESTATED RULES AND REGULATIONS, to be executed by its duly authorized officer and its seal to be affixed this 12 day of April, 2001.

IN THE PRESENCE OF:

Leigh Robinson  
Witness Leigh Robinson  
Fabrizio Scalici  
Witness Fabrizio Scalici

Waterside Homeowners Association, Inc.

BY: Debbie Trombley  
Debbie Trombley, Its President

ATTEST: Julia Poquet  
Julia Poquet, Its Secretary

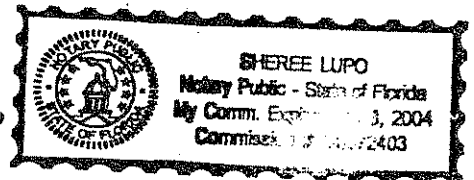
STATE OF FLORIDA  
COUNTY OF PALM BEACH

ss:

The foregoing instrument was acknowledged before me this 12 day of April, 2001, by Debra Trombley and Julia Poquet, the President and Secretary, of the Waterside Homeowners Association, Inc., a Florida corporation not for profit, on behalf of the corporation. They are personally known to me or have each produced \_\_\_\_\_, as identification.

Sheree Lupo  
Notary Public Sheree Lupo

(SEAL)  
expires October 3, 2004  
Commission #



**AMENDED AND RESTATED RULES AND REGULATIONS OF  
WATERSIDE HOMEOWNERS ASSOCIATION, INC.**

The Rules and Regulations hereinafter enumerated as to the association property, the common elements, the limited common elements and the units 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, servants, lessees and persons over whom they exercise control and supervision. These rules and regulations will apply equally to owners, their families, guests, visitors and lessees.

These Rules and Regulations amend and restate the Rules and Regulations dated December 16, 1985, as follows:

1. All definitions and terms used in the Declaration of Covenants, Conditions and Restrictions of Waterside Estates and the Articles of Incorporation and By-Laws of the Waterside Homeowners' Association, Inc. are incorporated herein by reference.

2. "Guest" or "Visitor" as used in these Rules and Regulations shall mean any individual who is not an Owner, Lessee or resident, who stays for any length of time (even for part of one day) in the Townhouse Unit, and who is not required to pay any monies, perform any services or provide any other consideration for the privilege of occupying or staying in the Unit. In addition, a guest or visitor must have another permanent resident in addition to the unit he is temporarily residing in at Waterside.

3. "Resident" as used in these Rules and Regulations shall mean any individual(s) occupying a Unit which is/are not a guest or visitor.

4. The units shall be used for single-family residences only.

Children will be under the direct control of a responsible adult. Children under 15 may not use the pool or waterfront areas unaccompanied by an adult. Children also will not be permitted to run, play tag, or act boisterously on association property. Skateboarding, roller skating or loud or obnoxious toys are prohibited. Children may be removed from the common areas for misbehavior by or on the instructions of the directors.

5. The common elements shall be used for the furnishing of services and facilities for which the same are reasonably intended for the enjoyment of the unit owners.

6. In order to assure a community of congenial residents and thus protect the value of property in the WATERSIDE community, the sale or lease of Units shall be subject to the these provisions. No Unit owner may dispose of a Unit or any interest therein by sale or by lease without approval of the Association. If the purchaser or lessee is a corporation, approval may be conditioned upon the approval of those individuals who will be occupants of the Unit. Approval of the Association shall be obtained as follows:

A. **Leasing of Units.**

(a) **Definition.** "Leasing", for purposes of these Rules and Regulations, is defined as regular, exclusive occupancy of a Unit by any person or persons other than the Owner for which the Owner receives any consideration or benefit,

including, but not limited to a fee, service, gratuity, or emolument.

- (b) **Notice / Information Required.** Any Unit Owner intending to make a bona fide lease of his Unit shall give to the Association written notice of such intention, together with the required fee, and if required by the Board, a damage deposit to protect the Association from damage to the common elements by lessee, the amount of which fee and damage deposit, shall be set from time to time by the Board of Directors, the name and address of the intended lessee, an executed copy of the proposed lease, and such other information, in the form of an application or otherwise, to be established from time to time by the Board of Directors, concerning the intended lessee as the Association may reasonably require.
- (c) **Leasing Provisions.**
- (i) **General.** Units may be rented only in their entirety; no fraction or portion may be rented. There shall be no subleasing of Units or assignment of leases unless prior written approval is obtained as set forth herein. No transient tenants may be accommodated in a Unit.
- (ii) **Compliance with Declaration, By-Laws, and Rules and Regulations.**  
The Board may establish a Lease Review Committee, and/or appoint an agent or Approval Committee for the purpose of providing lease/prospective tenant and/or occupant review, which committee or appointee shall, within fourteen (14) days of receipt of the fully completed application, lease and lease addendum, and application fee, make a decision to accept or reject the proposed tenancy. Approval or disapproval of a prospective lessee shall be based upon the criteria set forth herein, or such other criteria as the Board may from time to time may approve. The decision of the Committee/Appointee shall be communicated to the lessor/owner in writing. The time used by the postal service to deliver the decision will be in addition to the number of days for the review required above. Members of the Committee or the Board's designated agent shall be appointed by the Board and need not, but may be, composed of members of the Association, including Board members.
- (iii) **Owners and Lessees Responsible.** Each Owner shall cause all occupants of his or her Unit to comply with the Declaration, By-Laws, and the Rules and Regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Unit are fully liable and may be sanctioned directly by the Association for any violation of the Declaration, By-Laws, and Rules and Regulations. All leases of Units shall be automatically deemed to include a covenant on the part of the tenant to comply with, and be fully bound, by the provisions of these Rules and Regulations of the Association. This Section shall also apply to Subleases of Units and assignments of leases.
- (iv) **Association as Agent.** The Association is empowered to act as non-

exclusive agent of Owner/lessor with full power and authority to take such action, including eviction, as may be required to compel compliance by the lessee and/or lessee's family or guests, with the provisions of the governing documents, state law, applicable city and county ordinances and building, health, fire and safety codes.

- (v) **Approval Is Conditional.** Approval of the Association is to be expressly conditioned upon the lessee's continuing observance of the provisions of the governing documents. Any breach of the terms thereof shall give the Association the authority to take immediate steps to terminate or otherwise enforce the Lease Agreement and the Association shall have the right to directly enforce the governing documents against lessee, notwithstanding the fact that the owner remains ultimately responsible for the acts of lessee and lessee's family and guests, including costs of repair, court costs and attorney's fees incurred in remedying violations.
- (d) **Failure to Give Notice.** If the above required notice to the Association is not given, then, at any time after receiving knowledge of a lease or possession of a Unit, the Association, at its election and without notice, may approve or disapprove the lease transaction. If the Association disapproves the lease or lessee, the Association shall proceed as if it had received the required notice on the date of such disapproval.
- (e) **Time for Approval / Disapproval.** Within fifteen (15) days after such written notice and information and receipt of the required fee, the Association must either approve or disapprove the proposed transaction. Such approval or disapproval shall be in writing and transmitted to the lessor within the aforesaid fifteen (15) day period and failure to do so shall constitute approval of the lease.
- (f) **Failure of Owner to Comply With These Requirements.** The failure of a unit owner to give notice or allow possession or continued possession by a disapproved lessee shall constitute a separate violation of these rules and regulations for each day the disapproved lessee remains in possession beyond the date of receipt of notice of disapproval by the Association. Said owner shall be subject to separate fines levied by the Association for each daily violation or any other enforcement alternative permitted under the governing documents and/or Florida Statutes.

**B. Sales of Units.**

- (a) **Definition.** "Sales", for purposes of these Rules and Regulations, is defined as a voluntary transfer any interest in the real property, but shall exclude transfers solely between co-owners, or transfers through operation of law such as foreclosure sales or through the laws of descent and distribution.
- (b) **Notice / Information Required.** Any Unit Owner intending to make a bona fide sale of his Unit shall give to the Association written notice of such intention,

together a copy of the Contract for Purchase and Sale, contingent upon approval of the Association, with the required fee, the amount of which fee shall be set from time to time by the Board of Directors, the name and address of the intended purchaser, and such other information, in the form of an application or otherwise, to be established from time to time by the Board of Directors, concerning the intended purchaser as the Association may reasonably require.

- (c) **Compliance with Declaration, By-Laws, and Rules and Regulations.** Prior to approval of any prospective purchaser, every prospective purchaser shall be required to interview or otherwise certify to the Approval Committee or the Board's designated agent for that purpose that they have read and will comply with the governing documents and rules and regulations of the Association. Members of the Committee or the Board's designated agent shall be appointed by the Board and need not, but may be, composed of members of the Association, including Board members. Said Committee or designated agent shall make recommendations to the Board, which shall be the sole authority for approval/disapproval of sales. The purpose of this requirement is to review the Association's governing documents, including its rules and regulations, with prospective purchasers, and to have said prospective purchasers execute an acknowledgment that they have reviewed, understand and will abide by said governing documents, to review the prospective purchaser's application and other required material and thereafter approve or disapprove the prospective purchaser(s), based on the results of said interview and review of purchaser's application and such background checks as may be required by the Board.
- (d) **Failure to Give Notice.** If the above required notice to the Association is not given, then, at any time after receiving knowledge of a transfer of interest in a Unit, the Association, at its election and without notice, may approve or disapprove the transaction. If the Association disapproves the transaction, the Association shall proceed as if it had received the required notice on the date of such disapproval.
- (e) **Time for Approval / Disapproval.** Within fifteen (15) days after such written notice and information and receipt of the required fee, the Association must either approve or disapprove the proposed transaction. Such approval or disapproval shall be in writing and transmitted to the prospective purchaser/purchaser within the aforesaid fifteen (15) day period and failure to do so shall constitute approval of the purchaser and the transfer.
- (f) **Failure to Comply With Requirements.** The failure of a unit owner or prospective purchaser to give notice or allow transfer of an interest in the Unit shall make said transfer voidable at the option of the Association.
- (g) **Approval Certificate Required To Be Recorded With Deed.** If a purchaser is approved by the Association, the Association shall furnish an Approval Certificate in a form to be prescribed by the Board, which Approval Certificate shall be recorded together with the instrument of conveyance on the Public Records of Palm Beach County, Florida.

- (h) **Copy of Deed To Be Furnished To Association.** In the event of a sale, it shall be the responsibility of the purchaser of the Unit to furnish the Association with a recorded copy of the Deed of Conveyance indicating the owner's mailing address for all future assessment notices and other correspondence from the Association. Prior to the issuance by the Association of a Certificate indicating the Association's approval of the transaction, the new purchaser shall be required to execute an agreement acknowledging that he takes title subject to the By-Laws, Rules and Regulations of the Association, which he agrees to abide by. The Association shall retain the purchaser's certificate in its records, and shall furnish the purchaser a copy of the By-Laws, Rules and Regulations.

C. **Other Transfers of Interest in Units.**

Any other transfer of an interest in a Unit, other than those described above, "Other Transfers", shall be required to comply with the following provisions:

- (a) **Notice / Information Required.** Transferees through any Other Transfers shall be required to provide the Association, within thirty (30) days after obtaining said interest, written notice of said Other Transfer, and shall include in said notice a copy of the instrument of conveyance, the name and address of all transferees receiving an interest in a Unit through an Other Transfer, an application and such other information, which may be reasonably required by the Board of Directors.
- (b) **Failure of Owner to Comply With These Requirements.** The failure of a transferee to give notice as required above shall constitute a separate violation of these rules and regulations for each day beyond thirty (30) days said violation continues. Said transferee shall be subject to separate fines levied by the Association for each daily violation or any other enforcement alternative permitted under the governing documents and/or Florida Statutes.

7. No nuisance shall be allowed upon the property nor shall any use or practice be allowed which is a source of annoyance to residents or which interferes with the peaceful possession, rights, comforts, convenience and proper use of the property by its residents.

8. No immoral, improper, offensive or unlawful use shall be made of the property nor any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The respective responsibilities of apartment owners and the Association of complying with the requirements of governmental bodies which require maintenance, modification or repair of the property shall be the same as hereinabove provided for the maintenance and repair of that portion of the property subjected to such requirements.

9. Regulations concerning the use of the Association property may be promulgated by the Board of Directors provided, however, that copies of such regulations shall be furnished to each unit owner. Although the Association shall have the right to enforce any such Rules and Regulations against a violator, the Unit Owner shall ultimately be responsible for any damage or loss suffered by the Association as the result of any such violation(s), including attorney's fees and costs of any enforcement activity.

10. **Fines.** The Association may levy reasonable fines against a unit for the failure of the

owner of the unit, or its occupant, licensee, or invitee, to comply with any provision of the Articles of Incorporation, Declaration, the By-Laws, or Rules and Regulations of the Association. The Association is authorized to collect any fines levied, and shall be entitled to its reasonable attorney's fees and costs incurred in the process of levying or collecting fines whether or not suit is filed. No fine shall exceed such limits as may from time to time be set by Florida Statutes, and the Board shall have discretion to levy fines less than those permitted by law. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the unit owner and, if applicable, the unit owner's licensee or invitee. The hearing must be held before a committee of at least three unit owners who shall not be members of the Board of Administration, nor related by blood or marriage nor residing in the same unit as a Board member. No fine shall be levied by the Association unless a majority of the committee agree with the fine. The Board may establish other such procedures as may be necessary to carry out the intent of this provision.

11. PETS. The following shall apply to pets occupying a Unit as well as visiting a Unit and using the Common Property. Lessees shall not keep pets in a leased unit. Owners, their guests and visitors may have pets subject to the following:

- (a) Pets shall be restricted to fish, small domestic birds, hamsters, gerbils, small turtles, guinea pigs, cats or dogs. Except dogs that are pit bulls or pit bull mixes which are strictly prohibited. Fish, turtles, hamsters, gerbils and guinea pigs shall be permitted without restriction as to number. Small domestic birds shall be restricted to no more than two (2) per Unit. No more than two (2) cats or two (2) dogs (or one of each), shall be permitted in any Unit at any time.
- (b) Dogs and cats shall be on a leash at all times and shall be walked only in the posted pet walk areas on the perimeter of the lake at Waterside Estates. Pets found running loose may be reported to the County and/or City and may be picked up and impounded by the County and/or City.
- (c) The owner of each pet and/or the individual walking same shall be required to clean up after the pet.
- (d) The pet owner and/or custodian of the pet shall immediately remove his or her pet from Waterside Estates when such pet emits excessive noise.
- (e) The pet owner and Unit Owner shall be strictly liable for damages caused to the Common Property and Association property by the pet.
- (f) Any pet owner's right to have a pet reside or visit Waterside Estates shall have such right revoked if the pet shall create a nuisance or shall become a nuisance as may be determined by the Board of Directors of the Association in its sole discretion.
- (g) If, after receipt of written notice by the Association, that an owner, lessee, guest, resident, invitee is violating the provisions of this paragraph, and that individual does not correct such violations within the time specified by the Association, the Association shall have the right to impose a fine to be set by the Association not to be greater than the statutory limitation, per occurrence, on the owner of said unit. Fines collected shall be deposited to the general maintenance account of the Association. In the event of non-compliance or failure of payment of fines, then the Association shall also have the right to seek appropriate legal action against the owner in order to obtain compliance of this rule and payment of the fine and, in addition, shall be entitled to a

judgment for all attorneys' fees and costs incurred in such action.

12. VEHICLES AND PARKING.

No unit owner shall store or leave boats or trailers on association property. The use of motor vehicles / trucks / boats / trailers / motor homes / buses and other such vehicles shall be regulated as follows:

- a. A commercial vehicle is any car, truck, van, panel truck, or any other vehicle used for the conduct of business or commercial purposes, except passenger cars used solely for the transportation of people, and not for the transportation of any goods, supplies, tools of a trade or business products if these items are visibly exposed.
- b. Commercial vehicles and vehicles bearing a commercial sign or display, shall not be permitted to park on the common elements or limited common elements of Waterside. Notwithstanding the foregoing, commercial vehicles providing necessary services to the residents of Waterside may park in Waterside but for only that period of time required to provide said necessary services. "Necessary services" as referred to in the preceding sentence are defined as any services provided by a government agency (including but not limited to the U.S. Postal Service, police, fire/rescue, etc.), non-profit agency, at the request of a resident, and other services, for a fee and which are requested by a resident of Waterside for the benefit of that resident, his family, guests or the unit being serviced.

It is the intention of this rule to reduce, to a minimally necessary level, the commercial vehicle traffic using the parking facilities of Waterside, by allowing only such commercial vehicles of third party providers of necessary services to park for the minimally required time. This rule disallows parking and use of the roads of Waterside by residents, their agents and employees, in furtherance of any commercial enterprise in which they may be employed or with which they may be otherwise associated.

Notwithstanding any restrictions on commercial vehicles to the contrary in this rule, passenger motor vehicles bearing the insignia of and actually used by the Florida Highway Patrol, Palm Beach County Sheriff's Department or any law enforcement agency, fire department or an emergency medical facility, fully authorized to operate in Palm Beach County, Florida, may park in Waterside, subject to the same terms and conditions governing the parking of private passenger motor vehicles.

- c. Motor homes, buses, and trucks over 3/4 tons shall not be allowed to park on the Waterside property between the hours of 10:00 p.m. and 7:00 a.m. without the written permission of the Association. Boats on trailers, boat trailers and recreational vehicles shall not be permitted to park on Waterside property.
- d. Parking is permitted on designated paved areas which are designated for that purpose, or posted parking areas only. Each owner and resident must park in his or her two (2)

- assigned parking spaces and may not park in assigned spaces belonging to others without the others' permission. Vehicles using appropriate parking areas shall park, front end forward (no backing in), in said parking space. Driving, or parking on grassy areas, except where designated, or parking a vehicle other than front end forward in an approved space, is not allowed at any time for any reason. Vehicles shall not be parked so close to trash receptacles so as to prevent waste collection. No vehicle shall be parked on the grass or within posted no parking zones.
- e. Motorized vehicles that cannot operate under their own power shall not remain on the property for more than twenty-four hours without express written approval of the Board of Directors.
  - f. All vehicles must bear a valid, current license tag and must be properly registered with the appropriate motor vehicle department. Motorized vehicles which are not legal for use on public roadways (e.g. ATV, go-carts, or the like) are not permitted to be used on Waterside property.
  - g. There shall be no assembling or disassembling of motor vehicles, boats, boat motors or trailers within Waterside, except for ordinary maintenance such as the changing of a tire or battery. For the purposes of this rule, ordinary maintenance does not include the changing of oil, lubricants or any other fluids of a motor vehicle.
  - h. Damage done to the common areas, including but not limited to the pavement as a result of oil leaks, motorcycle kick-stands, etc., shall be the responsibility of the owner and the lessee of the unit who himself, a family member, guest or visitor created said damage.
  - i. All vehicles must be equipped with appropriate noise muffling devices in accordance with county and city ordinances. The Association shall be authorized to bar from Waterside any motorcycle or other motor vehicle that operates so as to disturb others. Except in an emergency, Apartment owners shall not cause or permit the blowing of any horn from any vehicle or boat of which he, his family, guests, tenants or employees shall be responsible therefore.
  - j. Motorcycles shall not be parked or placed in any area other than in the parking areas designated for that purpose. No motorcycle shall be allowed to be driven upon common areas other than roadways or parking areas.
  - k. Parking in areas not designated for that purpose, or on any unpaved area will result in the offending vehicle being towed away at the owner's expense, and at the option of the Association, the imposition of a fine or any other remedy allowed by the Rules, By-Laws or by the Declaration of Covenants, Conditions and Restrictions of Waterside.
  - l. A vehicle owner in violation of any of the provisions of this Regulation may be towed at the option of the Association, at the owner's / tenant's expense. In addition to the above, the owner / tenant of the Apartment responsible for said vehicle shall be liable for fine or any other remedy allowed in these documents, including reasonable attorney's fees for the enforcement of this provision. Apartment owners are strictly responsible to ensure that their representatives, employees, agents, guests, visitors, etc., or any other occupants of the Apartments comply with these rules and as such are responsible and liable to the Association for violations.

m. The remedies available to the Association stated herein shall be in addition to any other remedies permitted under the Articles of Incorporation, Declaration of Covenants, Conditions and Restrictions and By-Laws of the Association.

n. Remedy of Towing. If an offending vehicle owner does not remove a prohibited or improperly parked vehicle from Waterside Estates, as violative of the recorded covenants, or rules of the Association, the Association shall have the option and right to have the vehicle towed away at the vehicle owner's expense. By this provision, each unit owner and vehicle owner provides the Association with the necessary consent to effect the tow. In the event that the vehicle owner refuses to pay such costs upon demand, the Association shall have the right to collect said charges by a personal action from the Unit Owner in questions, that is, the unit owner for himself/herself as the owner of the vehicle or for his/her family, lessees, guests, employees, visitors, etc. as owner(s) of the vehicle (as such, the unit owner is liable for the vehicle violations of his/her family, lessees, guests, visitors, etc.); the Owner shall be liable for interest at the rate of 18% per annum thereon, along with costs and attorneys fees.

o. Unit Owners are strictly responsible to ensure that their representatives, employees, agents, lessees, guests, visitors, etc. or any occupants of their units comply with this Section 12; and as such, are responsible and liable to the Association for violations of same by their representatives, employees, agents, lessees, guests, visitors, etc. or any occupants of their units.

p. Alternative/Concurrent remedies. Whether or not the Association exercises its right to have the vehicle so towed, the Association shall nonetheless have the right to seek compliance with this Section 12 by injunctive and other relief through the Courts; and/or any other remedy conferred upon the Association by law or the Declaration, Articles of Incorporation or By-Laws. The Association's right to tow shall in no way be a condition precedent to any other remedies available to the Association incident to the enforcement of this Section 12.

13. The personal property of all unit owners shall be stored within their units. No clothes or other articles shall be hung on the balconies of the Townhouse Units or outdoors for any purpose whatsoever, except within the courtyard of the Unit and below the height of the courtyard fence. There shall be no barbecue cookers (grills) used on the Common Property.

14. No bicycles, toys or clutter shall be left on the Common Property at any time. Such articles must be stored within the Townhouse Unit or courtyard. The Association shall be permitted to impound bicycles, toys or clutter left on the Common Property, without liability to the owner or user of the articles so impounded.

15. No garbage cans, supplies, bottles, or other articles shall be placed on the common property or balconies 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 terraces, balconies or as to be exposed to view from any part of the limited common elements or common elements. The common elements shall be kept free and clear of rubbish, debris, and other unsightly material.

16. Refuse and bagged garbage shall be deposited only in the area provided therefor. All bulk items, including but not limited to construction trash and debris, that are not picked up by the sanitation service must be removed from the premises at the owner's expense. In no event shall trash be placed outside the trash receptacles. It is the resident's responsibility to dispose of items that do not go into receptacles.

Toxic or hazardous waste products, such as poisons, paints, petroleum products, cleaning fluids, etc. shall not be placed in trash receptacles, stored in storage bins, or disposed of in or around Waterside. All such toxic or hazardous waste products must be properly disposed of according to city, county, state and federal law. No explosive material or substance, including but not limited to gasoline, kerosene, naphtha or benzine or the like shall be stored or kept on association property or within a Unit.

No inflammable, combustible or explosive fluids, chemical or substance shall be kept in any unit or limited common element or common element except such as are required for normal household use.

17. Each 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 and other objects from his balcony or patio; and
- B. Designating a responsible firm or individual to care for his unit should the unit suffer hurricane damage, and furnishing the association with the name of such firm or individual. Such firm or individual shall contact the association for clearance to install or remove hurricane shutters, and such party shall be subject to the approval of the Board of Directors of the association.

18. POOL RULES. The following shall apply to the pool and pool area:

- (a) All posted rules and regulations shall be observed.
- (b) Use of pool facilities is at user's own risk; no lifeguard is on duty.
- (c) All residents or guests must utilize a pool security key furnished by the Association. Use shower before entering pool.
- (d) No scuba gear or animals allowed in pool or pool area.
- (e) All children under 15 years must be accompanied by an adult 18 years or older.
- (f) No running, shoving, loud noises or disturbances in pool area.
- (g) No glass containers permitted in or around pool area. No food or drink in pool area.
- (h) Maximum of 12 persons in pool at one time.
- (i) The Association is and will be held harmless from any liability claims arising out of the use of the pool facilities.
- (j) The Board of Directors and maintenance personnel as designated by the Board shall have the authority to ask a person to leave the pool area or prevent a person from entering the pool area once he/she has been asked to leave in the event the said person is not abiding by the pool rules as posted and as

contained in the Rules and Regulations of the Association.

19. SATELLITE DISHES. In order to protect the aesthetic qualities and property values of Waterside, the following restrictions are applicable for the placement of satellite dishes.
- (a) A satellite dish or receiving antenna may not exceed one meter (3.3 feet) in diameter.
  - (b) Location of the satellite dish or antenna is limited to (1) inside your unit, or (2) in the patio area outside your unit such that the top of the satellite dish or antenna is below the top of the unit's perimeter fence, or (3) on your roof and placed such that the satellite dish, antenna or associated wiring can not be seen from any street or parking lot within Waterside. Installation is not permitted in the Association's common area.
  - (c) Installation (1) must comply with reasonable safety standards; (2) may not interfere with cable, telephone or electrical systems or those of neighboring units; (3) must be safely secured.
20. COMPLIANCE AND DEFAULT.
- (a) Each Owner and any occupant of and guest or visitor to a Unit shall be governed by and shall comply with the terms of the Declaration, Articles of Incorporation and By-Laws and these Rules and Regulations of the Association; as same may be amended from time to time; and by the Statutes which apply.
  - (b) Each Owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his/her negligence or act or by that of any members of his family, agents, lessees, sublessee, guests, visitors, etc. but only to the extent such expense is not met by the proceeds of insurance actually collected by the Association with respect to such negligence or act. Such liability shall include any increase in insurance rate(s) occasioned by the use, misuse, occupancy or abandonment of any Unit or the Common Property.
  - (c) Parents shall be responsible to the Association for any property damage caused to the Common Property by their children.
  - (d) Owners are strictly responsible to ensure that their agents, lessees, sublessee, guests, visitors, etc. or any occupants of their Units do not cause damage to the Common Property and comply with the Declaration, Articles and By-Laws and these Rules and Regulations of the Association; as amended from time to time; and the Statutes which apply; and as such, are responsible and liable to the Association for such damage and violations of the aforesaid documents by their employees, agents, lessees, sublessee, guests, visitors, etc. or any occupants of their Units.
  - (e) Any violation of these Rules and Regulations shall entitle the Association to the same remedies provided for in the Declaration as to violation of the covenants for Waterside Estates and any additional remedies provided for by

law. Furthermore, the Association shall be entitled to reasonable costs and attorneys fees incident to the enforcement of these Rules and Regulations.

21. The Board of Directors of the association reserves the right to change, amend or make additional Rules and Regulations as may be required from time to time without consent of the association members. These additional Rules and Regulations shall be as binding as all other Rules and Regulations previously adopted.

22. VIOLATIONS GRANDFATHERED: Owners or Lessees who were not, at the time of approval of the above Rules and Regulations, in violation of the former Rules, dated December 16, 1985, but solely by virtue of the above rule changes, may now be in violation of these Rules and Regulations, must, within forty-five (45) days from the date of mailing of these Rules and Regulations or recording of same (whichever date shall be later):

- (a) Notify the Association, in writing, to Waterside Homeowners Association, Inc., c/o Banyan Property Management Services, Inc., 2328 South Congress Avenue, Suite 1-C, West Palm Beach, FL 33406, that you were not in violation of the former Rules and Regulations, but are now in violation because of the rule change; and
- (b) State the nature of each current violation which was not a violation under the former rules.

Any such violations which are registered with the Association in writing within the time period given shall be grandfathered for a period of time to be set by the Board of Directors. All violations which are not so registered as required herein shall not be grandfathered.

Notwithstanding the foregoing, all owners and lessees shall comply with these new rules on the earlier of the following occurrences: (1) upon the sale or transfer of any commercial vehicle, boat, trailer, motor home, bus or truck over 3/4 tons or other such violating vehicle, or (2) if a lessee, the end of the current lease term, or (3) upon sale, lease or lease renewal of the unit presently occupied, or (4) within two years from the date of recording on the Public Records of Palm Beach County, Florida.