

AMENDED RULES AND REGULATIONS
WATERSIDE HOMEOWNERS' ASSOCIATION, INC.
EFFECTIVE DECEMBER 16, 1985.

SECTION 1. PREAMBLE AND DEFINITIONS. These Rules and Regulations shall replace those Rules and Regulations executed by the Developer and the Association previous to the effective date of these Rules and Regulations. The following definitions shall apply:

1.1 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.

1.2 "Guest" or "Visitor" as used in these Rules and Regulations shall mean any individual who is not an Owner, Lessee or resident and related family member of same, 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 residence in addition to the unit he is temporarily residing in at the Condominium.

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

SECTION 2. NUISANCE. No Owner, Lessee, Guest, Visitor or other individual shall create or permit any disturbance or unsightly condition which shall interfere with the rights, comforts or convenience of other(s).

SECTION 3. TRASH AND GARBAGE. Garbage shall be placed in plastic bags and tied securely before being placed in receptacles which are provided as the only garbage receptacles. Trash (such as mattresses, chairs, sofas, newspapers and tree limbs) shall not be placed in receptacles, and shall be removed from the confines of Waterside Estates by the particular resident involved.

SECTION 4. BARBEQUE COOKERS. Barbeque cookers shall be prohibited for use on the Common Property.

SECTION 5. CLOTHES AND CLUTTER.

5.1 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.

5.2 Bicycles, toys or clutter shall not 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.

SECTION 6. PETS. The following shall apply to pets occupying a Unit as well as visiting a Unit and using the Common Property:

6.1 Pets shall be restricted to fish, small domestic birds, hamsters, gerbils, small turtles, guinea pigs, cats or dogs. 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.

6.2 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.

6.3 The owner of each pet and/or the individual walking same shall be required to clean up after the pet.

6.4 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.

6.5 The pet owner and Unit Owner shall be strictly liable for damages caused to the Common Property and Association property by the pet.

6.6 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.

SECTION 7. VEHICLES AND PARKING.

7.1 Except as allowed in Section 7.2 below, no truck, van, boat, recreational vehicle, motor home, mobile home, camper, trailer, bus, three-wheel motorized vehicle, or any such motor vehicles, shall be placed, parked or stored within the confines of Waterside Estates between the hours of 9:00 P.M. and 7:00 A.M. inclusive.

7.2 Exceptions to Section 7.1 above: The following vehicles shall not be subject to the parking restrictions contained in Section 7.1 above, and shall be entitled to park subject to restrictions contained in Sections 7.3 thru 7.14 below:

- (1) Vehicles, regardless of classification, necessary for the maintenance, care or protection of the Common Property.
- (2) A golf cart owned by the Association and used in connection with maintenance and operation of the Association and the Common Property.
- (3) Official emergency or police vehicles, regardless of classification.
- (4) Trucks and vans which are sixteen (16) feet in length or less, as measured from bumper to bumper by the particular manufacturer, and provided that there contain not more than two axles.

7.3 Definition of Truck and Van: The most current edition of the N.A.D.A. Official Used Car Guide shall determine the classification of whether a vehicle is in fact a truck or van, or whether same is a passenger automobile. If said Guide does not contain reference to a particular vehicle, then the manufacturer's classification shall control. If publication of such Guide shall be discontinued, an equivalent publication shall be selected by the Board of Directors to be used to determine vehicle classifications hereunder. Except as otherwise provided in this Section 7, a State registration and/or title classification shall have no bearing on determination of the classifications hereunder.

7.4 All motor vehicles must be maintained as to not create an eyesore in the community.

7.5 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. No vehicle shall be parked on the grass or within posted no parking zones.

7.6 Guest parking spaces shall be reserved for guest use and shall not be used for permanent parking by residents of Waterside Estates.

7.7 Posted Speed Limits must be observed.

7.8 Except for safety measures, horns shall not be used or blown while a vehicle is parked, standing in or driving through driveways and/or parking areas. Racing engines, loud exhausts and noisy mufflers shall be prohibited. No vehicle shall be parked with motor running.

7.9 No motorized vehicles with the exception of lawn maintenance equipment shall be driven or allowed over walkways or on any grass area.

7.10 No self-powered vehicles which appear to be unable to operate on its own power shall remain within Waterside Estates for more than twenty-four (24) hours, and no repair (including changing of oil) of a vehicle shall be made within Waterside Estates except for minor repairs necessary to permit removal of a vehicle.

A license tag expired for more than thirty days is considered to be a vehicle that is not in operating condition.

7.11 All Owners and Residents and their visitors and guests must comply with the following parking sticker system:

- (1) All Owners and Residents must continuously display a rear bumper parking sticker supplied by the Board of Directors of the Association.
- (2) All visitors and guests of an Owner or Resident must prominently display a guest parking sticker (visible from the front windshield). Owners and Residents shall obtain such stickers from the Board of Directors and shall supply same to their visitors and guests, and shall ensure that their visitors and guests so prominently display same.
- (3) Any vehicle which does not properly and continuously display its sticker as required herein shall fall within the class of improperly parked vehicles.

7.12 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 question, 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.

7.13 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 7; 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.

7.14. 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 7 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 7.

SECTION 8. POOL RULES. The following shall apply to the pool and pool area:

- 8.1 All posted rules and regulations shall be observed.
- 8.2 Use of pool facilities is at user's own risk; no lifeguard is on duty.
- 8.3 All residents or guests must utilize a pool security key furnished by the Association. Use shower before entering pool.
- 8.4 No scuba or animals allowed in pool or pool area.
- 8.5 All children under 15 years must be accompanied by an adult 18 years or older.
- 8.6 No running, shoving, loud noises or disturbances in pool area.
- 8.7 No glass containers permitted in or around pool area. No food or drink in pool area.
- 8.8 Maximum of 12 persons in pool at one time. Ordinance Number 10 D-5.78(1)
- 8.9 The Association is and will be held harmless from any liability claims arising out of the use of the pool facilities.

8.10 Closest emergency phone is located at Waterside Shopping Plaza.

8.11 The Rules in this Section 8 shall be strictly enforced.

8.12 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 that said person is not abiding by the pool rules as posted and as contained in the Rules and Regulations of the Association.

SECTION 9. COMPLIANCE AND DEFAULT.

9.1 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.

9.2 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, sublessees, 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.

9.3 Parents shall be responsible to the Association for any property damage caused to the Common Property by their children.

9.4 Owners are strictly responsible to ensure that their agents, lessees, sublessees, 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, sublessees, guests, visitors, etc. or any occupants of their Units.

9.5 Any violation of these Rules and Regulations shall entitle the Association to the same remedies provided for in Article 15 of 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.

9.6 Owners and Residents shall notify the Board of Directors of any of their guest(s) or visitor(s) staying more than seven (7) consecutive days.

9.7 Each Owner shall be responsible to supply to each Lessee and occupant of a Unit, a copy of the Declaration, Articles of Incorporation and By-laws and these Rules and Regulations; as amended from time to time. Each Owner and Resident shall be responsible to inform visitors and guests of the Declaration, Articles of Incorporation and By-Laws and Rules and Regulations; as same may be amended from time to time.

PETS The following shall apply to pets occupying a Unit as well as visiting a Unit and using the Common Property. Lessors 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 an 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