

# WATERGARDEN CONDOMINIUM ORIENTATION PACKAGE

Unit # \_\_\_\_\_  Purchase or  Lease

Date of Orientation: \_\_\_\_\_  
(Call Management Office or Concierge to Schedule)

New Resident Name \_\_\_\_\_

New Resident Name \_\_\_\_\_

New Resident Name \_\_\_\_\_

New Resident Name \_\_\_\_\_

**Parking Space #** \_\_\_\_\_

*The Management Office will indicate any paperwork that we have already received.*

Association Representatives Present at Orientation:

\_\_\_\_\_

\_\_\_\_\_

**PLEASE READ AND COMPLETE ALL FORMS**

**KEEP ALL FORMS THAT STATE "RESIDENT COPY"**



**MOTOR VEHICLE REGISTRATION FORM**

(CARS, MOTORCYCLES, MOEPEDS, ETC.)

**\* ATTACH A COPY OF STATE REGISTRATION CERTIFICATE \***

Unit # \_\_\_\_\_  Owner  Lessee (check which applies)

Resident Name \_\_\_\_\_

**Vehicle 1**

Handicap Permit # \_\_\_\_\_ State \_\_\_\_\_ Expiration Date \_\_\_\_\_

Make \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_

Color \_\_\_\_\_ State \_\_\_\_\_ License Plate # \_\_\_\_\_

WG Space Assignment # \_\_\_\_\_ WG Reg. Sticker # \_\_\_\_\_ WG Garage Access Tag # \_\_\_\_\_

---

**Vehicle 2**

Handicap Permit # \_\_\_\_\_ State \_\_\_\_\_ Expiration Date \_\_\_\_\_

Make \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_

Color \_\_\_\_\_ State \_\_\_\_\_ License Plate # \_\_\_\_\_

WG Space Assignment # \_\_\_\_\_ WG Reg. Sticker # \_\_\_\_\_ WG Garage Access Tag # \_\_\_\_\_

---

**Vehicle 3**

Handicap Permit # \_\_\_\_\_ State \_\_\_\_\_ Expiration Date \_\_\_\_\_

Make \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_

Color \_\_\_\_\_ State \_\_\_\_\_ License Plate # \_\_\_\_\_

WG Space Assignment # \_\_\_\_\_ WG Reg. Sticker # \_\_\_\_\_ WG Garage Access Tag # \_\_\_\_\_

---

***Note: Vehicles must be parked in assigned space(s) only.***

***Unauthorized or unstickered vehicles and vehicles parked in unauthorized areas are subject to being towed.***

Resident Signature \_\_\_\_\_ Date \_\_\_\_\_

**PET REGISTRATION FORM**

Unit #: \_\_\_\_\_

Resident Name: \_\_\_\_\_

The Association permits a maximum of two domestic pets per condominium unit.

Type of Pet (please circle one): DOG CAT BIRD OTHER (Specify) \_\_\_\_\_

Pet's Name: \_\_\_\_\_ Pet's Age: \_\_\_\_\_

Pet's Weight: \_\_\_\_\_ Pet's License/Tag Number: \_\_\_\_\_

Breed (*Be specific – give complete description, color, etc.*): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



Resident to Sign Below:

\_\_\_\_\_

I am aware of WATERGARDEN CONDOMINIUM ASSOCIATION, INC.'s Rules, Regulations, and Restrictions regarding pets on the property and agree to abide by them.

Signature \_\_\_\_\_ Date: \_\_\_\_\_



RETURN FORM WITH PHOTO  
TO THE MANAGEMENT OFFICE

**BICYCLE REGISTRATION**

Unit # \_\_\_\_\_

Print Resident Name \_\_\_\_\_

Bicycle #1 Description \_\_\_\_\_

Serial # \_\_\_\_\_ Sticker # \_\_\_\_\_

Bicycle #1 Description \_\_\_\_\_

Serial # \_\_\_\_\_ Sticker # \_\_\_\_\_

Bicycle #1 Description \_\_\_\_\_

Serial # \_\_\_\_\_ Sticker # \_\_\_\_\_

**THE UNDERSIGNED, an owner/lessee of Unit listed above, representing all occupants, owners and/or lessee's of the unit located at the WATERGARDEN CONDOMINIUM ASSOCIATION, INC., hereby requests access to the WATERGARDEN CONDOMINIUM ASSOCIATION, INC. (the "Association") Bicycle Room for the sole purpose of storing the above described bicycle(s) without imposing any liability thereon for the storage and security of the aforementioned bicycles.**

**Understanding that this access and storage is solely for the benefit of the undersigned and those they represent, we hereby release the Association, its employees and agents, from any liability arising from this access and storage, including, without limitation, liability arising from the removal or theft of said bicycles and/or the negligence of the Association, its employees or agents in such regard.**

**For reasons of limited storage area, bicycles with no registration sticker will be removed and disposed of immediately upon Association recognition.**

EXECUTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Signature: \_\_\_\_\_

(On behalf of all occupants/residents of above unit)



**DELIVERY/RENOVATION/MOVING  
ELEVATOR RESERVATION & DEPOSIT FORM**

<b>NAME:</b>	<b>UNIT:</b>	<b>PHONE:</b>
<b>DEPOSIT RECEIVED:</b>		<b>DEPOSIT RETURNED:</b>
<b>DATE &amp; NAME OF DELIVERY/RENOVATION/MOVING:</b>		

I agree that all work performed or delivered to improve and / or furnish my condominium unit by the above party is being performed on my behalf, by such party as my agent. I assume full liability for damages caused by such agent, whether to any person, or whether to my unit, the building, its common elements or the property of any other party. If any damage occurs, the Association, its management or agents, in their sole discretion, will determine if any deduction from the \$750.00 deposit is required or if it is required to withhold the deposit as payment for repairs and charge my assessment account for any damage requiring repair in excess of the deposit.

The above date has been reserved for me and any rescheduling must coincide with an available date on the Association reservation calendar.

I acknowledge that large/heavy deliveries and moving in/out are to be made through the receiving area on the ground level.

Procedures

1. Please provide the management office 14 days notice of expected move-in &/or move-out date and time.
2. Deposit a check or money order in the amount of \$750.00 as a security deposit towards damage (refundable).
3. No overnight storage permitted.

Notes

1. **Movers are not permitted to begin unloading after 3:00pm.**
2. **No items may be stored or left in common areas.**
3. **Residents or residents' agent must be at home to accept deliveries of furniture and packages.**
4. **Residents must take full responsibility for the delivery of large items; Security will not supervise delivery of furniture.**
5. **Owner or the owner's agent must remove cartons, crates, and packing materials from the property.**
6. **Trucks, moving vans, or other oversized vehicles 14' or higher will not be able to enter the garage. Notify your deliverers and movers to use an appropriately sized vehicle.**
7. **Oversized items that will not fit in the elevator will need to be scheduled for transport through Otis Elevator Company (see management office).**

I hereby agree to indemnify and hold harmless **THE WATERGARDEN CONDOMINIUM ASSOCIATION, INC.** and its employees or agents for any claim against the Association arising from any situation in connection with this authorization. I have read and understand the delivery, renovation, and moving procedures at The WaterGarden.

Signature \_\_\_\_\_

Date \_\_\_\_\_



**PARCEL RECEIPT AUTHORIZATION**

TO: WATERGARDEN CONDOMINIUM ASSOCIATION, INC.

UNIT # \_\_\_\_\_

RESIDENT \_\_\_\_\_

THE UNDERSIGNED, the owner(s) of Unit listed above (the "Unit") of THE WATERGARDEN CONDOMINIUM hereby authorizes the personnel employed by WATERGARDEN CONDOMINIUM ASSOCIATION, INC. (the "Association") to accept, receive, and sign for any parcels, deliveries, or mail addressed to the Unit, without imposing any liability thereon for the condition or substance of any such parcels so received.

Understanding that this Authorization is solely for the benefit of the undersigned, we hereby release the Association, its employees and agents, from any liability arising from this Authorization, including, without limitation, liability arising from the misplacement of parcels, and/or the negligence of the Association, its employees, or agents in such regard.

EXECUTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

By \_\_\_\_\_  
(Sign on behalf of all residents of above unit)

Print Name \_\_\_\_\_

**Package Size and Weight Restrictions**

Maximum of forty (40) pounds in weight and six (6) cubic feet in size  
All expected deliveries exceeding these limits must be pre-arranged through the  
Management Office or Concierge.



**UNIT ACCESS AUTHORIZATION**

**Date:** \_\_\_\_\_

**Unit Owner/Resident:** \_\_\_\_\_ **Unit#:** \_\_\_\_\_

THIS IS TO AUTHORIZE AND REQUEST you to grant access to the above-described Unit in the WATERGARDEN CONDOMINIUM to the person(s) named below.

In giving this authorization and request, the undersigned ACKNOWLEDGES AND AGREES:

- a. Although the purpose(s) of the entry is stated below (for information only), WaterGarden Condominium Association, Inc. is not responsible to see to such purpose(s) as being fulfilled, nor for limiting access for the accomplishment of such purpose(s). This authorization is for entry into the building, not the stated unit. A key or other mode of granting access to the unit must be provided by the unit owner or resident;
- b. WaterGarden Condominium Association, Inc. is not responsible in any manner for supervising, observing or controlling the conduct of the person(s) to whom access and/or the key was given, and;
- c. The undersigned agrees to fully indemnify and hold harmless WaterGarden Condominium Association, Inc. and all of its officers, directors, members, employees and agents (including, without limitation, the WaterGarden Management Company, Security Company and their officers, directors and employees) whether in the Unit, the Common Elements of the Condominium or otherwise (such agreement to include all attorneys fee and court costs regardless or whether suit is brought or any appeal is taken there from).

**PERSON(S) AUTHORIZED ACCESS:**

NAME: \_\_\_\_\_ COMPANY/PURPOSE: \_\_\_\_\_

EXPIRATION DATE: \_\_\_\_\_ ACCESS HOURS: \_\_\_\_\_  TEMPORARY  PERMANENT

NAME: \_\_\_\_\_ COMPANY/PURPOSE: \_\_\_\_\_

EXPIRATION DATE: \_\_\_\_\_ ACCESS HOURS: \_\_\_\_\_  TEMPORARY  PERMANENT

NAME: \_\_\_\_\_ COMPANY/PURPOSE: \_\_\_\_\_

EXPIRATION DATE: \_\_\_\_\_ ACCESS HOURS: \_\_\_\_\_  TEMPORARY  PERMANENT

NAME: \_\_\_\_\_ COMPANY/PURPOSE: \_\_\_\_\_

EXPIRATION DATE: \_\_\_\_\_ ACCESS HOURS: \_\_\_\_\_  TEMPORARY  PERMANENT

NAME: \_\_\_\_\_ COMPANY/PURPOSE: \_\_\_\_\_

EXPIRATION DATE: \_\_\_\_\_ ACCESS HOURS: \_\_\_\_\_  TEMPORARY  PERMANENT

INTENDED TERMINATION DATE OF AUTHORIZATION: The undersigned agrees to notify Management, in writing, of the termination of this authorization. You are entitled to assume that this authorization is in full force and effect until you actually forward a written notice of such termination.

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date



**INDEMNIFICATION AND RELEASE FORM**

WHEREAS, the undersigned Unit Owner(s) or Tenant(s) in Unit No. \_\_\_\_\_ of WaterGarden Condominium located at 347 N. New River Drive East, Fort Lauderdale, FL 33301 is/are desirous of having \_\_\_\_\_ (the "Association") and/or The FirstService Residential Florida, Inc. f/k/a The Continental Group, Inc. ("FirstService") its authorized agent, perform the following service on my/our behalf and not on behalf of the Association:  
(Circle if appropriate)

1. Use of key to my/our unit which Association has to allow access to me/us, or my/our guests or tenants if locked out.
2. Use of key to my/our unit which Association has to allow access to contractors who are to perform work in my/our unit.
3. Accept UPS, Federal Express or similar deliveries at front desk.
4. Provide key to my/our unit which Association has to allow access to my/our unit by delivery persons.

WHEREAS, to protect the Association, FirstService, their officers, directors, partners, parent company, members, agents and employees (hereinafter the "Association Parties") from any claims, damages, demands, suits, judgments, actions, causes of actions, debts, sums of money, accounts, claims and demands arising out of, or related to, the services performed hereunder on behalf of the undersigned unit Owner(s) or Tenant(s), I/we agree to indemnify and hold harmless the Association Parties from any such actions, demands, suits, etc., and

WHEREAS, the Association and FirstService are not willing to provide the above referenced services to the undersigned unit Owner(s)/Tenant(s) without the benefit of this Indemnification and Release Form.

NOW THEREFORE, for Ten (\$10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the Association Parties and the undersigned, it is hereby agreed that the undersigned Unit Owner(s) or Tenant(s) hereby agrees/agree to hold harmless and indemnify the Association Parties from any claims, demands, suits, etc., including, but not limited to reasonable attorney's fees and costs whether pre-litigation, or at the trial or appellate levels, if applicable, against it or them by any party, resulting from or related to the performance or the above services for the undersigned and the undersigned hereby releases said Association Parties and will not assert any claims against such Association Parties for services performed hereunder. This indemnification and hold harmless shall apply even in those situations where the claims may result directly or indirectly, in whole or in part from the negligence of the Association Parties. The Association and/or FirstService shall have the right to limit or condition performance of the above-referenced services as either of said parties may reasonably determine from time to time in the exercise of its sole discretion.

Witnesses:

\_\_\_\_\_

\_\_\_\_\_

Unit Owner(s)/Tenant(s)

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





## Guidelines for Reserving the Common Areas

**All reservations are to be made through the Concierge**

### Reservations for Private Parties in Clubroom

1. Maximum of 50 attendees permitted.
2. Residents requiring exclusive use of a common area with 20-50 attendees shall pay a "Use Fee" of \$250.00 for events. For events with fewer than 20 people no fee is required.
3. A refundable \$1,000.00 deposit is required.
4. A non-refundable cleaning fee of \$125.00 is required.
5. The Resident hosting the party must organize parking for their guests off site after the ten cars are space are used. A private company or utilizing public parking, parking on WaterGarden property is not permitted.
6. A complete list of guests must be supplied 7 days in advance of the function, with a copy of your guest invitation.
7. Security Officer is required for parties in the Clubroom at the rate of \$65.72 for the first 4 hours; each additional hour is \$16.43.
8. Only cocktails and finger food are permitted.
9. Contract must be submitted 2 weeks prior to the event in order to get approval for event.

### Private Parties in the Garden Area

1. Maximum of 50 attendees permitted.
2. Residents requiring exclusive use of a common area with 20-50 attendees shall pay a "Use Fee" of \$250.00 for events. For events with fewer than 20 people no fee is required.
3. A refundable deposit of \$1,000.00 is required.
4. A non-refundable cleaning fee of \$125.00 is required.
5. A complete list of guests must be supplied 7 days in advance of the function.
6. The Resident hosting the party must organize parking for their guests off site through a private parking company or utilizing public parking. Parking on WaterGarden property is not permitted.
7. Security Officer is required for parties in the Garden Area at the rate of \$16.43 per hour with a minimum of 4 hours.
8. Full-catered events are permitted utilizing paper and plastic only – no glassware or real dishware allowed. One Grill is assigned for the Garden Area functions.
9. The landscaping and/or grass cannot be penetrated in any way.
10. Contract must be submitted 2 weeks prior to the event in order to obtain approval.
10. Furniture or plants can't be moved from there designed area.

### Board Room and Theater

1. A refundable deposit of \$500.00 is required for reserving the Board Room for full day meetings; it's required to reserve of the Board Room and Theater Room for exclusive use.

**Fitness Room Annex and Sports Lounge cannot be reserved. Common Areas cannot be booked on Holidays.**

**All Deposits/Fees must be in the form of a Check**

**---RESIDENT COPY---**



## THE WATERGARDEN, A CONDOMINIUM RULES AND REGULATIONS

The following Rules and Regulations apply in connection with the use, operation and maintenance of the Condominium Property, and any other properties which the Board of Directors of the Association (hereinafter the "Board") has authority to administer.

1. **(a).** Passenger automobiles, sport/utility vehicles, pick-up trucks, passenger vans, motorcycles and mopeds (used for personal transportation and not commercially) that do not exceed the size of one parking space may be parked in the areas provided for that purpose. After May 15, 2007, all such vehicles, except those of guests parked in the valet area or in designated guest parking spaces, shall be registered with the association and shall have affixed to the rear window, if practical, and otherwise to the front window, a numbered registration sticker issued by the association. The association may remove from common elements any vehicle not displaying the registration sticker, or any vehicle displaying the registration sticker which is parked in an unauthorized area. Commercial vehicles, commercial trucks, commercial vans, campers, recreational vehicles, motor homes, trailers, house trailers, boats and boat trailers shall not be parked or stored at any place on the Condominium Property; provided, however, the Board shall have the right to permit commercial vans to be parked for a specified period of time in designated service parking areas. Vehicle maintenance or repairs, except car washing in designated areas, if any, or emergency repairs, is not permitted on the Condominium Property. All vehicles must be currently licensed. No inoperable vehicles may be kept on Condominium Property for more than forty eight (48) hours. The Developer shall be exempt from this regulation for vehicles which are engaged in any activity relating to construction, maintenance, improvement, installation, and repair or marketing of any portion of the Condominium Property, as are commercial vehicles used by any vendor while engaged in work at the Condominium Property. The prohibition on parking of certain vehicles as set forth in this paragraph shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and other temporary commercial services.  
  
**(b).** Every bicycle kept on common elements of the condominium property, including, but not limited to, bicycle storage areas, on or after May 15, 2007, shall be registered with the condominium association, and shall have affixed prominently to its frame a numbered registration sticker issued by the association. Bicycles kept on common elements shall be kept only in bicycle storage areas, or other locations designated by the Board. After May 15, 2007, bicycles on common elements, including, but not limited to, bicycle storage areas, not displaying the registration sticker, will be removed by the association and disposed of without recourse against the association. Registered bicycles parked in unauthorized areas of common elements will be removed by the association and moved to an authorized area.
2. Recreational facilities will be used in such a manner as to respect the rights of others, and the Board may regulate duration of use, hours of opening and closing and schedule their use.
3. No exterior radio, television or data reception antenna or any exterior wiring for any purpose may be installed without the written consent of the Board; provided however, a Unit Owner may install television and/or telecommunications equipment as provided by Federal law.
4. To maintain harmony of exterior appearance, no one (other than the Commercial Unit Owner as more fully described in the Declaration) shall make any changes to, place anything upon, affix anything to or exhibit anything from any part of the Condominium or Association Property visible from the exterior of the Building, the Common Elements or any other Unit, without the prior written consent of the Board; provided, however, that any Owner may display one portable, removable United States flag in a respectful way. All curtains, shades, drapes and blinds which face exterior windows or glass doors of Units shall be white or off-white in color or lined with material of these colors. Moreover, except only with respect to the Commercial Unit, no articles other than plants and/or patio furniture shall be placed by the Unit Owner on the balcony appurtenant to his or her Unit.
5. All Common Elements inside and outside the Building will be used for their designated purposes only, and nothing belonging to Unit Owners, their family, tenants or guests shall be kept therein or thereon without the approval of the



Board, and such areas shall at all times be kept free of obstruction. Owners are financially responsible to the Association for damage to the Common Elements caused by themselves, their tenants, guests and family members.

6. Disposition of garbage and trash shall be only by use of receptacles approved by the Association or by use of garbage disposal units. Specifically, trash placed in the trash chutes must be securely bagged. Newspapers are required to be bundled. Food and vegetable scraps are to be disposed of in the individual residence garbage disposals. Bulky items must be carried down to the trash room on the garage level. No garbage or trash shall be left or placed in hallways or corridors.
7. All persons occupying residences other than the Owners shall be registered with the on-site manager or other designate of the Association at or before the time of their occupancy of the residence. This includes renters and house guests.

Residences may not be rented for periods of less than three (3) consecutive months, with the maximum number of rentals for any unit not to exceed three (3) leaseholds in any calendar year. A copy of these Rules and Regulations must be given to the tenants and guests by the Owner, or the Owner's agent. No residence may be permanently occupied by more persons than the number of bedrooms multiplied by two, nor may more persons, including guests, occupy a residence overnight than the number of bedrooms times two, plus four.

This regulation may not be amended in a way that would be detrimental to the sale of residences by the Developer so long as the Developer holds the residences for sale in the ordinary course of business.

8. The Association may retain a pass key to the residences and, if so retained, the Owners shall provide the Association with a new or extra key whenever locks are changed or added for the use of the Association pursuant to its statutory right of access to the residences. If a pass key is retained, no Owner shall change the locks to his or her Unit without so notifying the Association and delivering to the Association a new set of keys to such Unit. Duplication of Owner's keys to Common Element facilities is restricted in the interest of security. Such keys shall be duplicated only with the assistance of the on-site manager.
9. Children shall be under the direct control of a responsible adult. Children under the age of 16 may not use the pool or spa unaccompanied by an adult and they shall not be permitted to run, play tag or act boisterously on the Condominium Property. Skateboarding, "Big wheels", or loud or obnoxious toys are prohibited. Children may be removed from the Common Elements for misbehavior by or on the instructions of the Board, the Association or the on-site manager.
10. Loud and disturbing noises are prohibited. All radios, televisions, tape machines, compact disc players, stereos, singing and playing of musical instruments, etc. shall be regulated to sound levels that will not disturb others and if used at or in the vicinity of the pool shall be used only with earphones. No vocal or instrumental practice is permitted after 9:00 p.m. or before 9:00 a.m.
11. No barbecue grills will be permitted on any portion of the Condominium Property other than the BBQ grills provided by and maintained by the association located on the 5<sup>th</sup> floor pool deck area.
12. Illegal and immoral practices are prohibited.
13. Lawns, shrubbery or other exterior plantings shall not be altered, moved or added to without permission of the Association.
14. No glass of any kind shall be permitted in the pool area. Any liquid refreshments consumed near the pool area shall be in paper or plastic containers.
15. Laundry and bathing apparel shall not be maintained outside of the residences or Limited Common Elements (balconies and terraces), and such apparel or laundry shall not be exposed to view. No Unit Owner shall permit



anything to fall from a window or door of the Condominium or Association Property, nor sweep or throw from the Condominium or Association Property any dirt or other substance onto any of the balconies or elsewhere in the Building or upon the Common Elements.

16. No nuisance of any type or kind shall be permitted on the Condominium Property.
17. Nothing shall be done or kept in any residence or in the Common Elements, which would increase the rate of insurance on the building or contents thereof, without the prior written consent of the Board. No Owner shall permit anything to be done or kept in his residence or in the Common Elements which would result in the cancellation of insurance on the building, or contents thereof, or which would be in violation of any law or building code.
18. Persons moving furniture and other property into or out of residences must notify the on-site manager in advance and use the designated access door into the Condominium. All such moving must be Mondays through Fridays between the hours of 8:00 a.m. and 4:30 p.m. and Saturdays from 8:00 a.m. to 2:00 p.m. Moving vans and trucks used for this purpose shall only remain on Condominium Property when actually in use.
19. Repair, construction, decorating or remodeling work shall only be performed on Mondays through Fridays between the hours of 8:00 a.m. and 4:30 p.m. and Saturdays from 8:00 a.m. to 2:00 p.m.
20. Pets, birds, fish and other animals, shall neither be kept nor maintained in or about the Condominium Property except in accordance with the following, in addition to the applicable terms of the Declaration:
  - (a) Dogs and cats shall not be permitted outside of their Owner's Unit unless attended by an adult and on a leash not more than six (6) feet long. Said dogs and cats shall only be walked or taken upon those portions of the Common Elements designated by the Association from time to time for such purposes. In no event shall said dog or cat ever be allowed to be walked or taken on or about the pool area or any recreational facilities contained within the Condominium Property.
  - (b) Fish or caged domestic (household-type) birds may be kept in the Units, subject to the provisions of the Declaration.
  - (c) Unit Owners shall pick up all solid wastes from their pets and dispose of same appropriately.
  - (d) Pets that are vicious, noisy, or otherwise unpleasant will not be permitted in the Condominium. In the event a pet has, in the opinion of the Board, become a nuisance or an unreasonable disturbance, written notice will be given to the Owner or other person responsible for the pet, and the pet must be removed from the Condominium Property within three (3) days.
  - (e) Prohibited pets are listed as follows: Pit Bulls and any variety there of (including Staffordshire Terriers), Doberman Pinchers, Rottweilers, Chows, Akitas, and any Wolf-hybrid, Huskies and Presa Canarios or any part/combination of the stated breed.
21. The Management Office is authorized to perform the following services for the specified fees:  
Notary Service - \$5 per stamp, Photocopies - \$.25 each page, Faxes – Local \$.50 first page and \$.25 each additional page, Faxes – Domestic Long Distance \$1.00 first page and \$.25 each additional page. International faxes are not permitted.
22. (a) For use only on vehicles registered with the Association, a unit is entitled to a total of not more than one garage access sticker per assigned space plus two (2). After a complete change of ownership of a unit, the first garage access sticker issued per assigned parking space will be without charge. Additional or replacement stickers will be issued at



\$25.00 each. Stickers being replaced will be deactivated. Stickers must be assigned to a particular vehicle and affixed to that vehicle.

**(b)** An Owner or Lessee may receive a garage access wand from the Association for temporary use by residents of their unit or house guests for a period not to exceed two (2) weeks. A wand will be issued upon receipt of a deposit of \$100.00, which will be refunded if the wand is returned on or before its expiration date. If the wand is not returned on or before its expiration date the security deposit becomes the property of the Association and the wand will be deactivated. Every vehicle entering the garage by use of a wand must display either a registration sticker or a temporary parking permit issued by the Association.

**(c)** If because of the construction of a particular vehicle, a garage access sticker will not function properly in that vehicle, or if a resident customarily uses a different rental vehicle on each visit to the condominium, the unit owner or lessee may purchase a wand at a cost of \$100.00 in lieu one of the garage access stickers to which that owner or lessee is otherwise entitled, but no more than one (1) wand will be issued for any unit.

**23.** Key fobs or common area access devices will only be activated for registered residents of the condominium. Upon the sale or rental of a residential unit, the previous owner's fobs will be surrendered. Surrendered fobs will be activated and issued to the new owner/tenant at no cost. If a unit owner leases their unit out, the unit owner's key fobs will be deactivated. Only unit owners may purchase key fobs with a maximum amount of key fobs being issued to any one unit owner being four (4) and any lessee being (2). Fobs will be replaced at no cost for one (1) year from purchase, after the initial one year there will be a charge of \$100.00 per fob.

**24.** (Repealed)

**25.** These Rules and Regulations shall apply equally to owners, their families, guests, staff, invitees and lessees.

**26.** The Board shall have all legal remedies available under law, including, but not limited to the right to impose fines and/or levy Individual Assessments for each violation of these Rules and Regulations or any of the Condominium documents, as provided in the Declaration of Condominium.

**27.** Other than the concierge, the Condominium and management staff is not permitted to do private work for owners, their families, tenants or guests while on duty. If both parties are agreeable, staff may assist such persons privately when off duty.

**28.** These Rules and Regulations do not purport to constitute all of the restrictions affecting the Condominium and Association Property. Reference should be made to the Condominium documents.

**29.** No person whose right to use common elements, common facilities and other Association property is under suspension shall use such elements, facilities or property. The fine for violation of this rule is \$100 per violation, to be imposed against the violator, and if the violator is other than the owner or lessee of the unit, also against the owner and lessee.

**30.** Monetary obligations to the Association are to be paid not later than the due date, or, if applicable, not later than the last day of any grace period. The fine for violation of this rule is \$75 per violation, to be imposed against the violator, and if the violator is other than the owner or lessee of the unit, also against the owner and lessee. This fine is in addition to the late fee of \$25.

**31.** Visitors not accompanied by a resident are required to register at the front desk and to be photographed prior to being admitted into the building. Those refusing to be photographed will be denied access to the premises.



**WATER GARDEN RULES AND REGULATIONS:  
RECREATIONAL AND COMMONLY USED FACILITIES**

**INTRODUCTION**

The following is a list of the recreational and other commonly used facilities to be utilized by the Unit Owners who are residing in the Condominium, their tenants, guests and invitees:

**First Floor-** Garage Areas, Lobby, Mail Room, Clubroom, Patio/Terrace, Library, Multimedia Center and Men’s and Women’s Restroom.

**Second Floor-** Business Center, Board Room, Sports Lounge and Fitness Room Annex.

**Fourth Floor-** Fitness Center including associated areas.

**Fifth Floor-** Locker rooms including saunas, massage room, recreation deck (including green areas, heated pool, Jacuzzi and recreation building including men’s and women’s restrooms).

A complete description of these facilities is located in the Condominium Documents, “General Information Concerning the Condominium” #2 page 2.

**I. GENERAL RULES REGARDING ALL AREAS**

In no event shall any individual or family, other than the individual or family residing in the Unit and their guests, be entitled to use the recreational facilities. (Declaration of Condo. Page 54 XXIX 29.6).

- (a) A maximum of 10 guests is permitted for any common area without prior notification to management.
- (b) All costs for maintenance, repairs and replacements in or to the Recreational or Common Areas arising from or necessitated by the negligence, misuse or neglect of a specific Unit Owner is to be paid solely by the Unit Owner (Maintenance and Repairs, D of C VIII #8.1 page 15).
- (c) In the case where a guest of either the Unit Owner or Lessee causes damage to a common area, the Unit Owner or Lessee will be solely responsible for the costs of repairs.
- (d) Recreational Facilities will be used in such a manner as to respect the rights of others, and the Board may regulate duration of use, hours of opening and closing and schedule their use (R and R #2 pg.1).
- (e) All Common Elements inside and outside the Building will be used for their designated purposes only, and nothing belonging to Unit Owners, their family, tenants or guests shall be kept therein or thereon without the approval of the Board, and such areas shall at all times be kept free of obstruction. Owners are financially responsible to the Association for damage to the Common Elements caused by themselves, their tenants, guests and family members (R and R #5 pg 2).
- (f) Children shall be under the direct control of a responsible adult. Children under the age of 16 may not use the Pool or Jacuzzi unaccompanied by an adult and they shall not be permitted to run, play tag or act boisterously on the Condominium Property. Skateboarding, “Big wheels”, or loud or obnoxious toys are prohibited. Children may be removed from the Common Elements for misbehavior by or on the instructions of the Board, the Association or the on-site manager (R and R #9 pg 2), including any employee or contracted employee of management.
- (g) Loud and disturbing noises are prohibited. All radios, televisions, tape machines, compact disc players, stereos, singing and playing of musical instruments, etc. shall be regulated to sound levels that will not disturb others and if used at or in the vicinity of the pool shall be used only with earphones. No vocal instrumental practice is permitted after 9:00 p.m. or before 9:00 a.m. (R and R # 10 pg. 2).



- (h) No nuisance of any type or kind shall be permitted on the Condominium Property (R & R #16 pg.3).
- (i) Smoking is not allowed in any common area or element unless specifically addressed hereto.
- (j) Report vandalism and/or rule violations immediately to the management office or front desk.
- (k) Residents sponsoring events in common areas may utilize valet parking for a total of not more than ten vehicles, including vehicles of event guest and guests visiting the units of sponsors. Availability of valet parking is not guaranteed and is on a first come first served basis with all others using valet parking.

## **II. INDIVIDUAL AREA RULES**

### **A. MAILROOM**

Do Not Enter the Mailroom when mail is being delivered.

Keep area free of clutter. Use the trash can provided to discard any unwanted material.

Bulletin Board under glass is for direct use of The Board and Management Office.

Any notice placed on Bulletin Board not under glass must be with the consent of the Management Office which shall not be reasonably denied.

### **B. CLUBROOM**

Do not move the piano or furniture without the consent of the Board or Management Office.

#### **Regulations for Use of the Clubroom for Private Parties are as Follows:**

The clubroom must be reserved through the Concierge or the Management Office.

A contract must be filled out two weeks prior to the event in order to get approval for the event.

A maximum of 50 guests is permitted.

A list of all guest names is required 72 hours prior to function.

The approved contract and guest list must be at the Front Desk prior to the event.

Residents requiring exclusive use of a common area shall pay a "Use Fee" to be determined by the association. For events with fewer than 20 people no fee is required. Events with 20-50 attendees the fee shall be \$250.00. This rule shall not apply to any organized Committee of the Association.

A refundable deposit must be submitted prior to function and will be returned upon inspection by the Management Office within a reasonable amount of time. Assessments against this deposit will be made if damages have occurred.

There must be a Cleaning Fee paid for each event as per the Common Area Agreement.



There must be a Security Guard Fee paid for each event as per the Common Area Agreement.

Only cocktail and finger food is permitted.

The function may not extend later than 11 P.M.

All music must be reduced to a non-invasive level by 10 P.M.

The Clubroom and all other common areas cannot be reserved for private parties on the following days: New Year's Eve or Day, Super Bowl Sunday, Valentine's Day, St. Patrick's Day, Easter Sunday, Passover, Mother's Day, Father's Day, Memorial Day, Labor Day, Independence Day, Rosh Hashanah, Yom Kippur, Halloween, Thanksgiving Day, Christmas Eve and Christmas Day and during Hurricane warnings or emergencies, or on any day so designated by the Board.

This room is under surveillance at all times.

### **C. CLUBHOUSE EXTERIOR PATIO/TERRACE SEATING AREA**

Smoking is permitted on the exterior patio area. Please properly dispose of used cigarette butts.

### **D. LIBRARY**

Please turn off the television when you leave the room.

### **E. MULTIMEDIA CENTER**

Hours: From 8:30 A.M. to Midnight.

Private use of this room requires approval from the Board or the Management Office.

A maximum of 16 guests is permitted.

A refundable deposit is necessary for private reservations as per the Common Area Reservation Agreement. Refund of this deposit shall follow the schedule set for the Clubroom.

This room may be under surveillance at any time.

May not be reserved on the excluded days (See Clubroom).

This room is under surveillance at all times.

### **F. BUSINESS CENTER**

This room is equipped with computer stations, fax and laser printer.

This room is under surveillance at all times.

### **G. BOARD ROOM**

Hours: From 8:30 A.M. to Midnight.





The Board of Directors and Association Management have priority use of the Board Room for conduct of the affairs of the Association except when it has been reserved in advance by an owner or lessee;

Owners and lessees may reserve the Board Room through the Concierge or Management Office for occasional and non-successive periods of up to four (4) hours when it is not in use by the Board or Management;

Owners and lessees may use the Board Room without reservation when it is not in use by others, but must vacate on request of the Board or Management or, after four (4) hours of use, on the request of another owner or lessee:

The Board Room may not be used by owners or lessees for any business or employment purpose, except that it may be used for the conduct of their own personal matters. As examples, an owner may use the room to meet with his or her real estate agent, attorney, insurance agent, decorator, etc., but an owner who is a real estate agent, attorney, insurance agent, decorator, etc., may not use the room for any purpose in conjunction with his or her business or employment, such as for meetings with his or her clients, prospective clients, colleagues, etc...;

Maximum occupancy of the Board Room is 10 persons;

The Board Room may not be used for meals or other food service, except that light food and beverages are permitted when coincidental to a working meeting; and

After use, the owner or lessee shall return the Board Room to the same state of cleanliness in which it was found and remove everything brought into the room.

This room is under surveillance at all times.

## **H. SPORT LOUNGE**

Hours: From 8:30 A.M. to Midnight.

This room cannot be reserved.

Children under the age of 12 years are not permitted to use the pool table unless under direct supervision of an adult.

No food or drink other than water in a plastic container is permitted.

Return equipment to its appropriate storage area after use.

This room is under surveillance at all times.

Please turn off the television and lights before leaving the room.

## **I. FITNESS CENTER, FITNESS CENTER ANNEX AND SAUNA**

Hours: From 5A.M. to Midnight.

This room cannot be reserved.

Use the Fitness Center at your own risk.

For safety reasons, individuals under the age of 16 are not permitted in The Fitness Center.

All equipment must be wiped down with provided disinfectant and towels after use.

There is a half hour time limit on all aerobic equipment while others are waiting.



Proper attire and shoes must be worn.

Sandals and swimming attire are not permitted.

No food or beverages other than water in plastic containers are allowed.

Under no circumstances is any additional equipment to be brought in to the Fitness Center.

The Fitness Center is under surveillance at all times. This should in no manner be considered security or health safety monitoring.

Report vandalism or rule violations immediately to the management office or front desk on weekends.

Check with your health care professional prior to starting or modifying any exercise program.

Please turn off the television and stereo before leaving this room.

In case of Emergency call 9-911.

#### **J. POSTED WARNING REGARDING USE OF SAUNA**

Sauna exposes the users to elevated temperature.

If used improperly or by inappropriate persons, exposure to heat can be harmful to health; causing overheating, hypothermia, or even death.

Leave Sauna Immediately if Uncomfortable, Dizzy or Sleepy.

Staying too long in Sauna can cause overheating and even death.

Especially at risk are children under the age of 10, the elderly, and those using alcohol drugs or medicine.

Check with your Doctor before using Sauna if pregnant or under medical care.

#### **K. POOL AND JACUZZI RULES**

Hours: From 5:30 A.M. to Midnight.

No glass items or pets are allowed in pool/Jacuzzi area.

No food is allowed while in or within ten (10) feet of the pool or Jacuzzi.

Persons under 16 years of age are prohibited, unless accompanied by an adult.

No running, horseplay or ball playing in pool/Jacuzzi or on pool deck.

No diving or jumping into pool/Jacuzzi. Enter utilizing ladders.

Persons with infection or contagious health conditions are not permitted in water.



Unless approved by Management, no foreign floating object, other than life preservers when used for safety, are permitted in pool.

Scuba equipment is prohibited unless authorized by The Board.

No bicycles, tricycles, skates, scooters or skateboards are permitted on the pool deck.

Persons in diapers must wear approved swim pants.

Smoking is not permitted in the pool/Jacuzzi or within ten (10) feet of the pool/Jacuzzi area.

Pool furniture must be covered with a towel before use if suntan/oil products, et al, will come into contact with furniture. Music and noise must be kept at levels not disturbing to others. Use earphones (as per R and R #10 pg.3).

Safety equipment must be used for its intended purposes only.

Residents are responsible for their own and their guests compliance with these rules and all others governing the use of recreational facilities.

In case of an Emergency call 9-911. Phone is located at Bathroom Area behind countertop.

#### **L. SPECIAL JACUZZI RULES**

A max bathing load: 11

No glass is permitted in this area.

Max temperature 104 degrees.

Shower before entering Jacuzzi.

For health reasons, a 15 minute use limit is mandatory.

Use of Jacuzzi is at your own risk.

Do not use if pregnant, you suffer from diabetes or you have high blood pressure.

Do not use if you have consumed alcohol, narcotics or drugs that cause drowsiness or the lowering of high blood pressure.

Enter and exit Jacuzzi slowly.

For safety reasons, do not fully immerse head.

#### **M. RECREATION DECK/GARDEN AREA**

Hours: From 5:30 A.M. to Midnight.

Absolutely no pets are allowed on the Recreational Deck/Garden Area.

No glass or breakable items are allowed on this area.



No Association owned property or common element located on the Recreation Deck may be reserved in advance without authorization from the Property Manager.

**Regulations for Use of This Area for Private Parties are as Follows:**

All private events hosted on the Recreation Deck must be arranged thru the Property Manager.

Contract must be filled out 2 weeks prior to the event to ensure appropriate time for approval for the event.

A Maximum of 50 guests is permitted.

A refundable deposit must be submitted prior to function and will be returned upon inspection by the Management Office within a reasonable amount of time. Assessments against this deposit will be made if damages have occurred.

A list of all guest names is required 72 hours prior to function.

The approved contract and guest list must be at the Front Desk prior to the event.

There must be a Cleaning Fee paid for each event as per the Common Area Agreement.

There must be a Security Guard Fee paid for each event as per the Common Area Agreement.

Full catered events are allowed.

This area cannot be reserved on excluded days (see Clubroom).

**N. BBQ GRILL AREA RULES AND REGULATIONS (Revised 9/25/2008)**

Grills are available between 10:00 AM until 9:00 PM (7 Days).

Grills are available on a first come / first serve basis.

Grills and surrounding areas must be cleaned immediately after use.

The Cabana wet bar sink may not be used to clean grilling tools, utensils, and plates.

No one under 18 years of age may operate the grills without adult supervision.

A closed container (Tupperware etc.) must be used when transporting both cooked and un-cooked food throughout the common areas.

The BBQ grills / area will be cleaned by the Staff once a day in the AM.

BBQ grills area monitored by 24 hr CCTV cameras. Failure to comply with the above written rules and regulations may result in loss of use rights of the BBQ grills.



**WATERGARDEN RULES AND REGULATIONS:  
ADDITIONAL SPECIFICATIONS AND REVISIONS**

**III. PARKING & VEHICLE USE (Revised 4/18/2008)**

- A. Safety Rules for driving on WaterGarden entryways, ramps and in the parking garage are strictly enforced. Be alert. Watch for oncoming traffic, especially at turns in the garage, and watch for vehicles backing out of parking spaces. Be careful when backing out of your space.
- a. Do not exceed the Ten (10) mile per hour speed limit.
  - b. Stop for Pedestrians.
  - c. Obey all traffic and parking signs. "Rolling Stops" at stop signs strictly prohibited.
  - d. Stay in your lane. Remain on designated driveways and ramps.
  - e. Do not drive over curbs, gardens or pedestrians walkways.
  - f. Do not tailgate at entry gates.
  - g. Do not transport or store hazardous materials on WaterGarden property.
  - h. Do not park leaking vehicles. All vehicles must be properly maintained and free of oil, transmission, and other fluid leaks.
  - i. Violators are subject to fines a towing at violator's expense, and where applicable, prosecution.
  - j. Violators will be responsible for any resulting damages to the Association's property and/or their own.
- B. DRIVER COURTESY
- a. Park in designated areas only. Do not block right-of-way. No double parking. Unattended vehicles in violation are subject to towing at violator's expense.
- C. ASSIGNED RESIDENT PARKING AND GUEST PARKING
- b. Vehicle Requirements
    - i. Must be currently licensed as a passenger vehicle.
    - ii. Must be registered with either the Property manager (Resident Parking) or the Front Desk (Guest Parking).
  - c. Prohibited Vehicles
    - i. Non-Licensed Vehicles.
    - ii. Commercial Vehicles. Trucks, vans or other vehicles used primarily for commercial purposes are not permitted. Vehicles featuring conspicuous advertising or business identification are not permitted. Tools and equipment may not be visible.
    - iii. Oversized Vehicles. Vehicles must be parked within the floor stripes marking the boundaries of each parking space. Vehicles that exceed the width and/or length of these boundaries are not permitted.
    - iv. Specialized or Multi-Purpose Vehicles, such as, but not limited to: campers, recreational vehicles, motor homes, boats or trailers of any kind (including house, boat or utility trailers).
    - v. Bicycles or Mopeds. Registered bicycles or mopeds may be parked only in Bicycle Storage areas, if available.
    - vi. Improperly Parked Vehicles. All vehicles are strictly prohibited from parking in spaces other than those specifically designated for Assigned Resident Parking, Designated Motorcycle Parking Areas, or Bicycle Storage, as applicable.
    - vii. Unregistered Vehicles. All vehicles in Resident or Guest Parking must be registered according to WaterGarden procedures.
    - viii. Disabled or Inoperable Vehicles. No inoperable vehicles may be kept on Condominium Property for more than forty eight (48) hours. All other prohibited vehicles must be removed immediately upon notice by the Property Manager's Office or the Board of Directors. Vehicles in violation shall be towed at violator's expense. The Board of Directors may also levy a fine against and Owner or Lessee who is responsible for the vehicle in violation, as allowed by Florida Statutes.

d. Rules Specific to Resident Parking

- i. Each Condominium Unit is required to retain a minimum of one parking space. The required space may not be assigned or sold separately from the Unit.
- ii. A Unit Owner may sell or assign additional Resident parking space(s) to another Owner, or assign such space(s) to a Lessee. A parking space may not be sold to a non-Owner.
- iii. All vehicles parked in Owner/Lessee Parking must display the appropriate identification that they have been registered by the Property Manager's Office. Violators are subject to towing at violator's expense.
- iv. Parking permits are available on a long term or short term basis (i.e. for temporary parking in an assigned Resident space of rental, loaner or guest vehicles). Certain restrictions apply. See the Property Manager for details.
- v. Resident parking spaces may not be used for the storage of non-vehicles, including but not limited to grocery carts, storage containers, etc.

e. Rules Specific to Valet Parking

- i. The area of the garage bounded by spaces 36 through 100, and the adjacent driveways, is the guest parking area, and except as hereafter set forth, may be used by guests only while visiting residents, and by guests of the Manager only while conducting Association business.
- ii. No person other than a valet shall park a vehicle in, or retrieve a vehicle from, the guest parking area, except that a vendor, if advance permission is given by the Manager, may Self Park and self-retrieve a vehicle.
- iii. All parking in the guest parking area is on a first come first served basis, and no person may reserve parking. Residents do not have priority over guests.
- iv. A vehicle may remain in the guest parking area for no more than 48 hours unless specific advance permission is given by the Manager. The Manager may require that a vehicle not having permission be removed and the vehicle may not again enter the guest parking area for twenty-four hours.
- v. A guest may have no more than a total of one vehicle parked in the parking garage, including both the guest parking area and the assigned parking area.
- vi. Residents, who are utilizing all of their assigned spaces for their own vehicles or the vehicles of their guests, may have per unit not more than one additional vehicle of their own parked in the guest parking area. This additional vehicle must be registered with the Association.
- vii. If a parking space assigned to one unit is leased or loaned to the resident or guest of another unit, the vehicles of residents and guests of the first unit may not be parked in the guest parking area.
- viii. The fine for a violation of this guest parking rule is, \$100.00 per occurrence. Allowing a vehicle to remain in the guest parking area in violation of these rules for more than one day without being removed from the area constitutes a continuing violation and the fine for each continuing violation is \$100.00 per day, not to exceed a total of \$1,000.00. The fine is joint and several against the unit owner(s) and in addition, if applicable, the tenant(s), licensee(s) and invitee(s) of the unit owner(s). The fine for violation of this Rule is in addition to, and not in lieu of, all other remedies available to the Association, including towing. Vehicles not in compliance with these rules may be towed at the joint and several expense of the unit owner(s) and in addition, if applicable, the tenant(s), licensee(s) and invitee(s) of the unit owner(s), provided that if the sole violation is of Rule iv above, a vehicle may be towed, and a fine levied, only after giving the unit owner and lessees 48 hours notice of intent to tow.
- ix. The Board or Manager may temporarily alter procedures relating to the use of the guest parking area during special community events such as parades, festivals and celebrations.

D. EXPRESS DELIVERY PARKING

- a. Standard-sized delivery vehicles carrying small packages, dry cleaning, restaurant food and similar items for dropping off at the front desk or to Residents may be parked temporarily ONLY in the designated service parking area near the main entrance, subject to availability. Rules prohibiting double-parking and blocking driveways are strictly enforced.
- b. Express delivery parking may not exceed 15 minutes.



#### E. SERVICE VEHICLES

- a. Service vehicles may be parked in designated areas of the parking garage while providing non-Express deliveries or other services to Residents. All service vehicles and their personnel must be registered and scheduled in advance by the Property Manager's Office. Service Parking is permitted between the hours of 8 a.m. and 5 p.m. Monday through Friday and Saturdays from 8:00 a.m. to 2:00 p.m. All WaterGarden procedures and rules must be followed. Moving trucks and vans must be moved off WaterGarden property immediately upon completion of loading or unloading.

#### F. EMPLOYEE VEHICLES

- a. Must be pre-registered by the Property Manager and may park in designated parking areas only. Employee vehicles must be removed from the parking garage immediately upon completion of the work day, as employee spaces may be reassigned during off-work hours for additional guest or service parking, as needed.

#### G. ASSOCIATION PARKING: PROPERTY SERVICES

- a. The Property Manager's Officer will register and monitor vehicles that are parked in the WaterGarden for purposes of providing deliveries or services of the Association.

#### H. HANDICAP PARKING

- a. No vehicle shall be parked in any space marked "Parking by Disabled Permit Only" except in compliance with law, nor shall a vehicle parked in compliance with law remain in a handicap space for more than 48 hours without being moved from the space, and if required by the Manager to be moved, the holder of the handicap parking permit shall not return a vehicle to any handicap space on the premises for a period of twenty-four hours. This rule is strictly enforced and vehicles in violation shall be towed at violator's expense. The fine for violation of this Rule is \$100.00 per occurrence. Allowing a vehicle which is in violation of this rule to remain in a handicap space for more than one day without being moved from the space, constitutes a continuing violation and the fine for each continuing violation is \$100.00 per day until the vehicle is removed, not to exceed a total of \$1000.00. The fine is joint and several against the unit owner(s) and in addition, if applicable, the tenant(s), licensee(s) and invitee(s) of the unit owner(s). The fines and prohibitions for violation of this Rule are in addition to, and not in lieu of, all other remedies available to the Association, including towing. If the holder of a valid handicap parking permit has filed a copy of the permit with the manager of the Association, a vehicle registered with the WaterGarden occupying a handicap space will not be towed and no fine will be levied where the sole violation is failure to display that holder's valid permit.

#### I. SPECIALIZED TRANSPORT EQUIPEMENT & BICYCLES

- a. No vehicles of any kind may be brought into, used or parked in non-garage areas of the WaterGarden building, except for the following specially transport equipment:
  - x. Ambulatory equipment for the handicapped, such as wheelchairs and motorized scooter.
  - xi. Hand-pushed child transports such as strollers or prams.
  - xii. Small carts for such purposes as transporting medical equipment, groceries and other personal goods, or for Valet services.
  - xiii. Certain hand [pushed] transports that may be deemed necessary for the maintenance and upkeep of the WaterGarden Property, for deliveries, or to service owner Units. The transports must be pre-approved and registered by the Property Manager's Office and must adhere to strict guidelines provided at the time of registration.
  - xiv. Bicycles may be stored in owner's units but must not be stored on patio area. Bicycles must be clean/wiped of any debris proof to entry into the building, and must be lifted/carried across common areas (Floors, hallway carpet, etc.) and special care must be taken so as not to leave marks or damage carpet/flooring/walls/elevators.



#### J. VEHICLE WASHING, MAINTENANCE & REPAIRS

- a. Vehicle maintenance or repairs are not permitted on the Condominium Property, except washing of Resident vehicles as follows:
  - xv. Vehicle washing is permitted, on a first come first served basis, in the designated vehicle washing area only.
  - xvi. The wash area is restricted to use by Residents only.
  - xvii. If a Resident vehicle is to be washed by a non-Resident, the non-Resident(s) must be pre-registered at the Front Desk and be supervised by the Resident.
  - xviii. The vehicle and all cleaning rags and other equipment must be removed from wash area immediately upon completion of cleaning.
  - xix. A vehicle may not be left unattended in the wash area.
  - xx. Violators are subject to a fine and the vehicles may be towed at violators' expense. The Residents shall be responsible for any damages to the WaterGarden or other property.

#### IV. SATELLITE DISH GUIDELINES (Revised 8/24/2011)

Residents may install satellite dishes in their apartments. Residents living in units that can receive satellite signals and wish to install satellite dishes must adhere to the following guidelines:

- A. Dish must be installed within the apartment or on a balcony that is part of the apartment.

You may not install a satellite dish in a common area or on the roof. You may not install a satellite dish outside of your apartment except on a balcony and you may not install a dish on an exterior wall or balcony railing or glass. You may install a dish entirely inside your apartment if you choose.

- B. Satellite dish must not be larger than one meter in diameter.

- C. Dish must be securely mounted and may not extend beyond the edge of the apartment or balcony.

Your dish must be mounted in such a manner it cannot be dislodged. It must not extend beyond the edge of the balcony. You may not hang a dish out any window.

- D. Installation must not damage the apartment.

You must not damage the apartment when installing your dish. You may not drill holes in railings, exterior walls, or any other location where holes might impair the building's weatherproofing or there is risk of striking electrical or water lines.

- E. Dish must be professionally installed on industry approved mounting devices.

WaterGarden Condominium Association, Inc. reserves the right to remove any dish deemed unsafe, unsecured or in violation of these conditions.

- F. You are liable for any injury or damage to persons or property caused by your dish, and you must maintain liability insurance covering any such injury or damage.

Installation and operation of your dish is at your own risk.

- G. In the event of high winds and/or storms you must secure dish inside of your residence.

WaterGarden Condominium Association, Inc. will not be responsible for any vandalism, damage or theft of satellite dish system.





**V. PET RULES & REGULATIONS** (Revised 4/9/13)

- A. No more than two (2) domestic dogs, cats, or combination thereof may be maintained in a Residential unit.
- B. Other domesticated pets may be kept in reasonable numbers. Fish or caged domestic (household-type) birds may be kept in the Units, subject to the provisions of the Condominium Declaration.
- C. Domesticated pets are permissible, provided such pets:
  - a. Are in compliance with applicable laws and regulations.
  - b. Are not left unattended on balconies.
  - c. Are not nuisances to neighboring residents.
  - d. Are not a breed considered to be dangerous by the Board of Directors. Neither the Board nor the Association shall be liable for any personal injury, death or property damage resulting from a violation of the foregoing and any occupant of a Unit committing such a violation shall fully indemnify and hold harmless the Board of Directors, each Unit Owner and the Association in such regard. Prohibited pets include: Staffordshire Bull Terriers (including Pit Bulls and any variety thereof, Doberman Pinschers, Rotweilers, Chows, Akitas, any Wolf Hybrid, Huskies and Presa Canarios or any part/comboination or the stated breed. This list may be added to or revised at the discretion of the Board.
  - e. Unit owners and residents are responsible for the pets of their guests at all times while anywhere on Association property, and are subject to all rules and regulations as if the guest's pets are their own pets.
- D. If a Resident's or Guest's pet causes damage to Landscaping or to any other Common Element, that Unit Owner is responsible for repairing such damage. The Association retains the right to implement said repairs and charge the Unit Owner or resident. Therefore, without limiting the generality of Article 22 of the Condominium Declaration, a violation of the provisions of this paragraph shall entitle the Association to all of the rights and remedies, including, but not limited to the right to fine or individually assess Unit Owners and/or require any pet to be permanently removed from the Condominium Property. Any fines issued will be in accordance with Florida Statute 718.303(3).
- E. Pets, birds, fish and other animals, shall neither be kept nor maintained in or about the Condominium Property except in accordance with the following:
  - a. Dogs and cats shall not be permitted outside of the Resident's Unit unless attended by an adult or a responsible person at least 12 years old. Dogs and cats must be on a leash at all times, including hallways and all other common areas. The leash cannot exceed six (6) feet in length.
  - b. Pets are only permitted in the Front Lobby when entering and exiting the building, and may only stop and pause within the lobby when residents are dropping off or picking up deliveries at the front desk. Unruly pets must use the rear entry / exit, and are not allowed in the front lobby or mailroom.
  - c. Dogs and cats are not permitted anywhere on the pool deck or in any of the recreational facilities within the Condominium Property.
  - d. No pets are permitted in any Limited Common Element storage space.
- F. Dogs may be walked in designated "dog walk" areas only. Residents are specifically prohibited from allowing their or their guest's pets to urinate or defecate on any common area in the front entry areas of the condominium up to and including along North New River Drive East. Designated dog walk areas are any grass area adjacent to any side of the garage structure.
- G. Loitering with dogs is not permitted anywhere on association property. Lingering or congregating with one (1) or more dogs present in any main entry area (front lobby, elevator lobby, lobby hallway, mailroom, outside of front door, around outdoor benches) is not permitted.

- H. Any pet accident which occurs in a common area, such as a hallway, elevator or lobby must immediately be cleaned by pet owner. A “Clean-Up Kit” (cleaning spray, pet waste bags, paper towels) is available at the Front Desk. Any occurrence of accident on the property not properly cleaned should be brought to the attention of the front desk. Owners are subject to a clean-up fee and/or a fine for each failure to clean-up promptly after a pet accident.
- I. Pets that are vicious, noisy, or otherwise unpleasant will not be permitted in the Condominium. In the event a pet has, in the opinion of the Board, become a nuisance or an unreasonable disturbance, a written notice shall be given to the Pet Owner or person responsible for the pet, and the pet must then be removed from the Condominium Property within three (3) days.
- J. While entering, exiting and using the elevators, elevator lobbies (all floors) and mailroom, pets must be well behaved and tightly controlled. Dog owners must assure their dogs stay closely at their side and do not disturb (including unwanted licking, sniffing, etc.) other occupants of these and other common areas. No more than two (2) pets are allowed in an elevator at any one time.
- K. No one person is permitted to walk more than two (2) pets at any one time while on or within association common property.

## VI. HURRICANE SHUTTER SPECIFICATIONS (Revised 9/25/2008)

All shutters must be Dade County approved accordion HR “hi-rise” shutters (Broward County adopts Dade Counties shutter codes).

The shutter product must be approved and designed to comply with the Height Velocity Hurricane Zone of the Florida Building Code.

Labeling: Each unit shall bear a permanent label with the manufacturers name or logo, city, state and the following statement “Miami-Dade or Broward County product Control Approved”.

Permits will be required for all shutter installations.

### A. Description:

- a. HR “hi-rise” Aluminum Accordion Shutters for all floors.
- b. Top and bottom rails according to code will have a minimum of 2.5’ from edge of concrete to the fastener, maximum of 3’.
- c. Patio doors will be ceiling and floor mounted.
- d. Wall thickness of all extrusion varies from .054 to .105. The product approval drawings show all detaches as well as all proper span charts.

### B. Missile Impact Rating:

- a. Large and Small Missile Impact

### C. Hardware:

- a. Stainless steel and galvanized.
- b. Tap cons to masonry walls (all penetrations must be waterproofed).

### D. Color:

- a. Ivory (baked on). Must match office sample.



**ADMENDMENT TO WATERGARDEN RULES & REGULATIONS  
EXTENDED ABSENCE FROM CONDOMINIUM UNIT; MOLD, MILDEW AND SIMILAR TOXIC GROWTH**

**VII. EXTENDED ABSENCE FROM CONDOMINIUM UNIT (Adopted as of 7/16/13)**

- A. When a condominium unit will be unoccupied for 7 or more consecutive days, the unit owner or resident must:
  - a. Turn off both the main hot and cold water supply valves to the unit to prevent accidental water damage. Be careful NOT to turn off the air conditioner supply line valves. See Association management if there are questions or assistance needed.
  - b. Set air conditioner to 78 degrees or below to lower humidity to avoid mold.
  - c. In case of a resident alert to remove all items from balconies, arrange to have someone bring in all items including all furniture.
- B. When a condominium unit will be unoccupied for 15 or more consecutive days, the unit owner or resident must:
  - a. Arrange to have someone routinely and periodically (approximately every 2 weeks) inspect the unit, in order to maintain a continuous and meaningful monitoring of the unit, to determine whether any mold, moisture, water leaks, or damage has occurred. Immediately notify the unit owner of any problems. If needed, the building's concierge can arrange to check the unit.
  - b. Bring in everything off the balconies, including heavy furniture.
  - c. In the case Association staff is needed to clear your balcony of items, a service fee will be charged to the unit owner and/or resident. The fee is determined by Association management.

**VIII. MOLD, MILDEW AND SIMILAR TOXIC GROWTH (Adopted as of 7/16/13)**

- A. Unit owners are required to maintain the interior of their unit at all times in a manner that would prevent the development of mold growths defined here to also include mildew, bacterial, fungal and other similar toxic growths.
- B. In the event that mold growth occurs in the unit, the unit owner must take immediate action to remove the mold and sterilize the unit, and the owner and/or occupant must also immediately notify the Association management by phone and in writing (email is preferred).
- C. Every owner, including an owner who does not reside in a unit, is required to routinely and periodically inspect and maintain their unit to ensure the absence of mold, water, moisture, leaks and other conditions that could harm their unit, other units and the Association's common elements.
- D. If water is present or there is water and / or mold damage present in their unit:
  - a. When mold is present, immediately notify the Association management by phone and in writing (email is preferred).
  - b. Immediately remove and thoroughly dry visible moisture or water accumulation or condensation on windows, window sills, floors and any other surfaces within their unit
  - c. Immediately clean, dry, and disinfect all surfaces where liquid spills or leaks occurred within their unit
  - d. Promptly remove damaged materials that cannot be thoroughly and quickly dried, such as drywall and insulation, without causing further damage to their unit, any other unit, or the common elements
  - e. Engage a qualified, professional, licensed, insured remediation company to mitigate and remediate any mold, water or other damage to their unit resulting from moisture, leaks, or spills
- E. Unit owners and occupants are required to immediately report to the Association management any actual evidence of existing mold as well as any event that could lead to the growth of mold such as:
  - a. Any evidence of a water leak or water infiltration or excessive moisture in their unit or in the common elements
  - b. Any evidence of mold within their unit that cannot be completely removed with a common household cleaner or any evidence of mold in the common elements
  - c. Any failure or malfunction of any heating, ventilating, air conditioning, or similar device serving their unit or the common elements



**WATERGARDEN CONDOMINIUM  
ORIENTATION PACKAGE CHECKLIST**

<i>Topics</i>		<i>Resident Initial</i>
1. WELCOME TO WATERGARDEN	<input type="checkbox"/>	_____
2. KEYS	<input type="checkbox"/>	_____
3. GUESTS	<input type="checkbox"/>	_____
4. CONTRACTOR	<input type="checkbox"/>	_____
5. PETS	<input type="checkbox"/>	_____
6. PARKING/VEHICLES	<input type="checkbox"/>	_____
7. ELEVATORS	<input type="checkbox"/>	_____
8. PROPER ATTIRE	<input type="checkbox"/>	_____
9. NO SMOKING	<input type="checkbox"/>	_____
10. EXTERMINATING SERVICE	<input type="checkbox"/>	_____
11. BALCONIES	<input type="checkbox"/>	_____
12. TRASH/RECYCLING	<input type="checkbox"/>	_____
13. RECREATIONAL FACILITIES	<input type="checkbox"/>	_____
14. OCCUPANCY	<input type="checkbox"/>	_____
15. SELLING/LEASING A UNIT	<input type="checkbox"/>	_____
16. CONFIDENTIAL INFORMATION SHEET	<input type="checkbox"/>	_____
17. CONTINENTAL CONNECT	<input type="checkbox"/>	_____
18. NOTICES	<input type="checkbox"/>	_____
19. COMMITTEES AND BOARD SERVICE	<input type="checkbox"/>	_____
20. CONCIERGE	<input type="checkbox"/>	_____
21. ENTIRE RULES & REGULATIONS PACKAGE	<input type="checkbox"/>	_____

Unit Owner/Lessee: \_\_\_\_\_ Date: \_\_\_\_\_

Unit Owner/Lessee: \_\_\_\_\_ Date: \_\_\_\_\_

Association Representative: \_\_\_\_\_



## ORIENTATION GUIDELINE

The following items are only part of the WaterGarden Rules, Regulations, Amenities and Services. Please review the Governing Documents in detail for everything concerning the WaterGarden Community. The Interviewer(s) and the New Owner(s)/Lessee(s) must initial each page as well as sign the last page.

### 1. WELCOME TO WATERGARDEN:

- a. **New Owners** should read and review the Condominium Documents and/or the Rules and Regulations provided by the previous owner for detailed information on ownership responsibilities of WaterGarden Condominium.
- b. **Lessees** should review the Rules and Regulations for the Condominium. All Rules and Regulations must be observed.

### 2. KEYS:

- a. **For New Owners:** The seller must provide existing Unit keys, mailbox keys, or a locksmith (at the owner/lessee's expense) must be called to re-key the lock. If the seller cannot provide keys to the new owner, the Association will provide the following access devices upon written request by the buyer: Common Area Key Fobs (\$100 each, a maximum of 4 per unit issued). For use only on vehicles registered with the Association, a unit is entitled to a total of not more than one garage access sticker per assigned space plus two (2). After a complete change of ownership of a unit, the first garage access sticker per assigned parking space will be without charge. Additional or replacement stickers will be issued at \$25.00 each. Stickers being replaced will be deactivated. Stickers must be assigned to a particular vehicle and affixed to that vehicle.
- b. **For Lessees:** It is the responsibility of the unit owner to provide unit keys, Common Area key fobs, mailbox keys and storage keys (if applicable) for a new lessee. Gate Access Stickers are available for \$25 each, with a limit of one access sticker per assigned space plus two (2). Key fobs must be brought to the management office to be activated and assigned under the current tenant's name. Fobs and garage access stickers expire on the expiration date of your lease. Remember to provide the Management Office with a copy of your lease renewal in order to avoid deactivation of your access devices. **THE OWNER OR LESSEE MUST PROVIDE MANAGEMENT WITH A KEY FOR ENTRANCE INTO YOUR UNIT IN THE CASE OF EMERGENCIES.**

3. **GUEST:** Guests not accompanied by a resident must be announced and are required to register at the front desk and to be photographed prior to being admitted into the building. The resident must be home to permit entry to a guest or must have issued written authorization to allow the guest entry without being called. A maximum of 5 permanent guests may be listed for any one particular unit. Those refusing to be photographed will be denied access to the premises.

4. **CONTRACTORS:** All Contractors must supply a copy of their License and Insurance to the Management Office prior to being allowed to work in any unit. A Certificate of Insurance listing WaterGarden Condominium Association, Inc. as additional insured, with General Liability coverage of at least \$500,000.00 must be supplied. Proof of coverage or waiver of all State required Workers Compensation Insurance must be supplied. Permits are required for any electrical, plumbing or structural work. Contact the local building department for compliance requirements. Copies of permits must be supplied to the management office prior to commencement of any work.

5. **PETS:** All pets must be registered with the Management Office. Two domestic pets are allowed per unit. Pet owners are responsible for picking up solid waste in any and all common areas. The following breeds of dog are not



permitted: Staffordshire Terriers, Doberman Pinchers, Rotweilers, Chows, Akitas, and any Wolf-hybrid, Huskies and Presa Canarios or any part/combination of the stated breed.

6. **PARKING/VEHICLES:** Please see the rules and Regulations for a complete description of parking regulations. Resident parking is in their assigned spaces only. Any vehicle in disrepair, with an expired tag or parked in another residents assigned space will be towed within 24 hours of being warned. All guests must valet park, tipping is appropriate.
7. **ELEVATORS:** Elevators must be reserved for all move-in/out at least 7 days in advance. Elevators are reserved in 4-hour blocks for move ins/out. These blocks are Monday – Friday 8 a.m. to 12 p.m. or 1 p.m. to 4 p.m. and Saturday 8 a.m. to 2:00 p.m. only (holidays excluded). All deliveries must be scheduled at least twenty-four hours in advance.
8. **PROPER ATTIRE:** Proper attire is required at all times. When going to/from pool bathing attire cover-ups, or a shirt, and shoes must be worn, a towel is not adequate. Individuals must dry themselves prior to entering the building from the pool deck.
9. **NO SMOKING:** Smoking is not permitted in any interior common areas. Smoking is not permitted in the Pool/Jacuzzi or within 10 feet of the Pool/Jacuzzi area.
10. **CABLE AND INTERNET:** The association provides residents with basic cable service through Comcast. To activate your cable service and/or upgrade your service please call Comcast at 954-266-2278. 954-COMCAST.
11. **EXTERMINATING SERVICE:** The Association provides for once a month extermination service on a voluntary basis for all units if the Resident is home. If you want this service even if you are not present, please contact the Management Office to authorize the exterminator to enter your unit.
12. **BALCONIES –** Residents are not permitted to allow any items or substances to fall from their balcony (I.E. water, cigarette butts, ashes, matches, etc...) Take care to remove any items from your balcony that may blow off in windy conditions (such as papers, ashtrays, umbrellas, cushions, etc...) When cleaning the balcony, only a damp mop should be used so as not to allow dirty water falling off the edge of the balcony. When watering plants, care must be taken to prevent water from dripping out of the pot and running off the balcony edge.
13. **TRASH/RECYCLING:** Do not leave trash outside in the hall or on the floor of the trash room. The unit owner/lessee or their agent must remove all boxes, construction debris or discarded appliances/furniture. Recycling is required. Violators are subject the fines. Please be considerate of your neighbors and limit trash disposal to hours after 7 a.m. and before 10 p.m. daily.
14. **RECREATIONAL FACILITIES:**
  - a. **POOL/WHIRLPOOL –** Hours: Dawn to Dusk (Health Department Regulations)
  - b. **FITNESS ROOM ANNEX -** Hours: 5 A.M. to 12 A.M.
  - c. **BOARD ROOM -** Hours: 8:30 A.M. to 12 A.M.
  - d. **GYM/SPA -** Hours: 5 A.M. to 12 A.M.
  - e. **MEDIA/THEATER ROOM -** Hours: 8:30 A.M. to 12 A.M.
  - f. **BUSINESS CENTER –** Open 24 hours, please bring your own paper for use in the printer/fax.
15. **OCCUPANCY:** Occupancy is limited to City, County and State code.



- 16. SELLING/LEASING A UNIT:** A unit owner must notify the Association of their intent to sell or lease their unit. **Sale:** Prospective purchasers must pick up, from the Management Office, and complete a Purchase Application and submit a \$50.00 application fee. **Lease:** Prospective lessees must pick up, from the Management Office, and complete a Purchase/Lease Application. Expect a 14-business day turnaround from the time the application is turned in to the Management Office and the approval is issued. Incomplete applications will delay the approval process.
- 17. CONFIDENTIAL INFORMATION SHEET:** A Confidential Information Sheet was returned with your application package. It should be updated immediately if there are any changes after you purchase/lease the unit. A blank form is attached to this package for your convenience.
- 18. CONTINENTAL CONNECT:** The Association, through its Management Company, the Continental Group, Inc., provides a web site that allows Unit Owners access to their accounts as well as important Association Information. Use the email address and 4 digit P.I.N. you gave on your confidential information sheet to access this website: Go to: [www.continentalconnect.com/watergarden](http://www.continentalconnect.com/watergarden)
- 19. NOTICES:** All Official Association notices are placed in the mailroom.
- 20. COMMITTEES AND BOARD SERVICE:** If any owner is interested in serving on a committee or running for the Board, please contact a Board Member or the Management Office.
- 21. CONCIERGE:** The Association provides a Concierge for the benefit of its members. The Concierge is on duty from 9:30 a.m. to 6 p.m., Tuesday through Friday and 9:30a.m. - 3:30p.m. on Saturday.

If there are ever any questions, contact the Management Office at 954-525-5535.

Interviewer Signature \_\_\_\_\_ Date \_\_\_\_\_

***By signing below, I agree to abide by the WaterGarden Condominium Association, Inc.'s Governing Documents, Rules, Regulations and Policies. I also acknowledge I have received, read and understand the following: Guidelines for Reserving the Common Areas, Entire Rules & Regulations Packet, List of Dog Breed Restrictions and a copy of my Orientation Guide.***

New Resident Signature \_\_\_\_\_ Date \_\_\_\_\_

New Resident Signature \_\_\_\_\_ Date \_\_\_\_\_

New Resident Signature \_\_\_\_\_ Date \_\_\_\_\_

New Resident Signature \_\_\_\_\_ Date \_\_\_\_\_