



**THE WATERGARDEN, A CONDOMINIUM
RULES AND REGULATIONS**

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

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

PART ONE: GENERAL RESPONSIBILITIES

RESIDENT RESPONSIBILITIES AND BEHAVIOR

1. Exterior Appearance and Modifications

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. However, any Owner may display one portable, removable United States flag in a respectful manner. 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. The Commercial Unit may have a sign over the unit entrance. This sign must be approved by the Board of Directors.

2. Holiday Lighting

Holiday lighting may be placed on balconies from Thanksgiving night through the first week of January. No flashing lights or inappropriate displays are allowed. No items may hang over or be placed on the outside of the balcony railings or glass.

3. Garbage and Trash Disposal

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. Boxes, (including pizza boxes), and any large items of any type (e.g. ironing boards, lamps, folding chairs, rugs, paint cans etc.) must NOT be disposed of in the trash chute. No garbage or trash shall be left or placed in the trash chute area, hallways or corridors. In the event the trash chute is out of service, garbage must be double bagged and disposed in the dumpster on the first-floor garage level. Cardboard boxes must be flattened and disposed of in the cardboard recycle dumpster only.

4. Nuisance

No nuisance of any kind affecting the quiet enjoyment of other residents or neighbors shall be permitted on the Condominium Property.

5. Noise Regulation

Loud and disturbing noises are prohibited. All cell phones, radios, televisions, tape machines, compact disc players, stereos, computers, singing and playing of musical instruments, online meetings, online chats, etc. shall be regulated to sound levels that will not disturb others. If used at or near the pool, these devices must be used only with earphones. No vocal or instrumental practice is permitted after 9:00 p.m. or before 9:00 a.m.

6. Barbecue Grills

Barbecue grills are NOT permitted on any portion of the Condominium Property other than the BBQ grills provided by and maintained by the Association located on the 5th floor pool deck area.

7. Illegal Practices

Illegal practices are prohibited.

8. Laundry and Bathing Apparel

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.

9. Building Safety

No Unit resident shall permit anything to fall from a window or door of the Condominium or Association Property. Residents will not sweep or throw substances from the Condominium or Association Property onto balconies, other areas of the building or the Common Elements.

10. Insurance and Common Elements

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 its contents, 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 violate laws, fire, or safety building codes.

11. Floor Coverings

No unit owner, resident, or guest shall install or place any type of floor coverings on any portion of the common elements or limited common elements, including but not limited to unit balconies. This includes artificial turf, carpeting, rugs, tile, or any other surface covering. The installation of impermeable materials that trap moisture is strictly prohibited, as such coverings can lead to water retention, promote mold growth, and accelerate the deterioration and erosion of the underlying concrete surfaces. Any unapproved floor covering may be removed by the association at the owner's expense, and violators may be subject to fines and/or other enforcement action as permitted by the association's governing documents.

12. Furniture and Property Moving

Residents moving furniture and other property into or out of residences must notify the management office in advance and use the designated service elevator. 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 during your scheduled window.

13. Renovation and Construction

Upon submission and approval of Architectural Modification form, 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.

14. Management Office Services

The Management Office is authorized to perform the following services for the specified fees:

- a. Notary Service - \$5 per stamp,
- b. Photocopies - \$.25 for each page,
- c. 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.

15. Access to Residences

The Association will retain a pass key to each residence, and the Owner shall provide the Association with a new or extra key whenever locks are changed or added for the Association's statutory right of access. No Owner shall change the locks to their Unit without notifying the Association and providing a new set of keys. Duplication of Owner's keys and/or fobs 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. This key is held for emergency purposes only and cannot be given to any visitors, realtors, contractors, or service providers.

16. Key Fobs and Access Devices

Key fobs or common element access devices will only be activated for registered residents. Fobs will be surrendered immediately to new owner or tenant. If a unit owner leases their unit, the unit owner's key fobs will be deactivated. Owners and tenants should not provide their fobs to non-registered visitors or guest. Additional key fobs can be purchased with a maximum of four (4) fobs issued to any one-unit owner and two (2) fobs to any lessee. Contractors and realtors are not permitted to use resident's fobs but may request a fob at the front desk.

16. Fines and Suspension of Rights

The board may suspend use rights and/or impose a fine up to the maximum allowed by law, against the violator and the owner, occupant, licensee, invitee or lessee of the unit, as applicable, for violation of the governing documents and Association rules.

VISITORS, GUESTS AND RENTERS

1. 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. Visitors may provide his/her picture ID in lieu of getting photographed.
2. 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.
3. All persons occupying residences for more than 72 hours other than the Owners must be registered with the Management Office or other designated representative of the Association and submit a unit access authorization form at or before the time of their occupancy of the residence. This includes renters and house guests.

EXTENDED ABSENCE FROM CONDOMINIUM UNIT

1. When a condominium unit will be unoccupied for seven (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.
2. When a condominium unit will be unoccupied for fifteen (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 case of an emergency warning, if Association staff are required to clear the balcony of any items, a fine will be charged to the unit owner and/or resident. The Association will not be liable for any damages.
3. Water leak detectors that send remote notifications are highly recommended.

MOLD, MILDEW AND SIMILAR TOXIC GROWTH

1. 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.
2. **If water is present or if there is water and/or mold damage present in their unit, Unit Owners/Residents are required to immediately take all reasonable action to mitigate the spread and report this damage to the Association Management as well as any event that could lead to the growth of mold such as:**
 - a. Any water leak or water infiltration or excessive moisture in their unit or in the common elements.
 - b. Any evidence of mold within their unit or 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.
3. Any mold remediation company hired by the owner to test, mitigate, and remediate any mold-like substance and/or water damage in the unit should be qualified, licensed and insured.
4. Homeowner's Insurance is highly recommended.

RING DOORBELLS / CAMERA / AI ROBOTS

1. Any door camera or a small white doorbell (1x1x3) must be installed with double-sided tape on the interior left side of the door frame. No drilling is allowed.
2. Residents, guest of residents or visitors are not permitted to use robots in hallways or common elements. What constitutes a robot is in the sole discretion of the Board.

PET RULES & REGULATIONS

1. 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, Rottweilers, Chows, Akitas, any Wolf Hybrid, Huskies and Presa Canarios or any part/combination or the stated breed. This list may be added to or revised at the discretion of the Board which may include, without limitation, that the pet could be permanently removed from the condominium property.
2. No more than two (2) domestic dogs, cats, or combination thereof may be maintained in a Residential unit
3. Unit owners and residents are responsible for the pets of their guests at all times while on Association property and are subject to all rules and regulations, as if the guest's pets are their own pets.
4. Pets shall not be permitted outside of their Owner's Unit unless on a leash not more than six (6) feet in length or carried. Furthermore, they must be under the direct control of their owner. These pets shall only be walked or taken upon those portions of the Common Elements designated by the Association from time to time for such purposes. Under no circumstances shall these pets be allowed in or around the pool area or any recreational facilities contained within the Condominium Property.
5. Fish or caged domestic (household-type) birds may be kept in the Units, subject to the provisions of the Declaration.
6. 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

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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 under the law and the governing documents, including, but not limited to the right to fine and/or require any pet to be permanently removed from the Condominium Property.

7. All proper grooming for pets should be performed within the unit and/or outside of the Condominium Property, on a frequent and regular basis, to minimize dog dander, or hair from being airborne in common elements.
8. No pets are permitted in any limited common element (excluding owner balconies) or common element (including restrooms) other than to enter/exit the building.
9. Pets are not permitted anywhere on the pool deck or in any of the recreational facilities within the Condominium Property
10. 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.
11. 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 element in the front entry areas of the condominium up to and including along North New River Drive East, this also includes the garage area. Designated dog walk areas are any grass area adjacent to any side of the garage structure.
12. Unit Owners shall pick up all solid wastes from their pets and dispose of same appropriately. Any pet waste accident which occurs on the common elements, such as a hallway, elevator, lobby or garage, 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 fine for each failure to clean-up promptly after a pet accident.
13. While entering, exiting and using the elevators, elevator lobbies (all floors) and mailroom, pets must be well behaved and tightly controlled. Dog owners must ensure that their dogs stay closely at their side and do not disturb (including unwanted licking, sniffing, etc.) other occupants of these and other common elements. No more than two (2) pets are allowed in an elevator at any one time.
14. No one person is permitted to walk more than two (2) pets at any one time while on or within association common property.
15. Pets that are vicious, noisy, or otherwise a nuisance, as determined in the sole discretion of the Board, will not be permitted in the Condominium. In the event a pet has, in the sole discretion of the Board, become a nuisance or an unreasonable disturbance, written notice will be given to the pet owner and



unit Owner (if the unit Owner is not the pet owner), to address the violation, which may include, without a limitation, that the pet must be permanently removed from the Condominium Property.

ASSISTANCE/EMOTIONAL SUPPORT ANIMAL RULES AND REGULATIONS

1. Assistance/emotional support animal shall be limited to a single animal and no additional assistance/emotional support animal shall be permitted for a reasonable accommodation unless the need for that additional animal (and/or extenuating circumstances) can be documented by a treating health professional or verifiable 3rd party source.
2. Prior to the placement of any assistance/emotional support animal at the Condominium, the requesting party will be asked to submit the following:
 - a. Recent photograph of the animal;
 - b. Statement from veterinarian of current health certificate and evidence of all necessary vaccinations;
 - c. All applicable city and county licensing.
 - d. A letter from a licensed healthcare or mental health professional, issued within the past 12 months, verifying that the resident has a disability-related need for the emotional support animal.
3. Assistance/emotional support animal may not be tethered or left on balcony unaccompanied by owner/renter.
4. At all times in the building, the walker of the assistance/emotional support animal shall keep such animal confined to the walker's side until the animal is exited from the building;
5. All proper grooming for the assistance/emotional support animal should be performed within the unit and/or outside of the Condominium Property, on a frequent and regular basis, to minimize dog dander, or hair from being airborne in common elements;
6. Unless the information from the health professional or other verifiable 3rd party source demonstrates a need for the animal to be present in the following areas, or other extenuating circumstances can be documented by a health professional or other verifiable 3rd party source, all assistance/emotional support animals are prohibited from the following areas for reasons of safety and hygiene:
 - a. Pool;
 - b. Jacuzzi or Sauna;
 - c. On any Community Furniture;
7. At all times on property, unit owner/renter when accompanied by an assistance/emotional support animal is requested to have plastic bags and paper towels to address animal discharge.

8. Discharge must be immediately addressed with removal, through bagging, sealing the bag and disposal in an appropriate receptacle.
9. Assistance/emotional support animal fecal matter produced within the unit must be appropriately bagged, sealed and disposed of in trash chutes. This also applies to animal pads and diapers.
10. All assistance/emotional support animals must be contained within the unit at all times, unless it is on a controlled leash no longer than six (6) feet long or carried. All solid waste or droppings from the assistance/emotional support animal must be placed in a sealed plastic bag and disposed of in designated receptacles. Equally, the owner of the assistance/emotional support animal shall promptly clean up any urine or other liquids from the Condominium Property and/or common elements due to the presence of the assistance/emotional support animal. The owner of the assistance/emotional support animal will be required to have the assistance/emotional support animal regularly inoculated against rabies, and any other diseases required by law or ordinance. Proof of current valid licensure, if required by any governmental agencies and inoculation by a duly qualified and licensed veterinarian must be provided to the Association and it is the owner's responsibility to provide such current information to the Association.
11. Notwithstanding the approval of the requested accommodation for the assistance/emotional support animal, the Association reserves the right to withdraw this approval at any time should the assistance/emotional support animal become a nuisance to others, which includes, but is not limited to: barking, biting, aggressive behavior, attacking, owner's failure to properly dispose of waste and excrement, walking the dog to relieve itself in prohibited areas, failure to comply with all state and local ordinances and statutes, not maintaining the dog on a leash at all times when outside the unit, insect/extermination problems, sanitation/odor problems.
12. In addition to the foregoing, the individual seeking reasonable accommodation through the availability of an assistance/emotional support animal must abide by the following: The party requesting the accommodation, and the owner shall be responsible for any and all damages caused by their assistance/emotional support animal(s) to any portion of the common elements or Condominium property and to the person or property of other owners, residents or renters.

SATELLITE DISH GUIDELINES

1. Residents may install satellite dishes in their units. 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 boundaries of the unit or balcony that is part of the unit.
 - b. Owners may not install a satellite dish on any common element such as the roof, and must install a dish entirely within the boundaries of your unit or balcony if you choose.

- c. Satellite dish must not be larger than one meter in diameter (39.37”).
 - d. Dish must be securely mounted and may not extend beyond the boundary of the unit or balcony.
 - e. Dish must be mounted in such a manner so that it cannot be dislodged.
 - f. Installation must not damage the unit.
2. Provided that the following restriction does not unduly delay the installation, maintenance or use of the dish: unreasonably increase the cost of installation, maintenance or use of the dish; or preclude reception of an acceptable quality signal, no dish may be installed on the balcony railing or glass, or unit window.
 3. Dish must be professionally installed on industry approved mounting devices.
 4. WaterGarden Condominium Association, Inc. reserves the right to remove any dish deemed unsafe, unsecured or in violation of these conditions.
 5. Owner is liable for any injury or damage to persons or property caused by your dish and must maintain liability insurance covering any such injury or damage.
 6. Installation and operation of dish is at owner’s own risk.
 7. In the event of high winds and/or storms, owner must secure dish.
 8. WaterGarden Condominium Association, Inc. will not be responsible for any vandalism, damage or theft of the satellite dish system.

HURRICANE SHUTTER SPECIFICATIONS

1. All shutters must be Dade County approved accordion HR “hi-rise” shutters (Broward County adopts Dade Counties shutter codes).
2. The shutter product must be approved and designed to comply with the Height Velocity Hurricane Zone of the Florida Building Code.
3. 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”.
4. Permits will be required for all shutter installations.
5. 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.
6. Missile Impact Rating: Large and Small Missile Impact

7. Hardware:
 - a. Stainless steel and galvanized.
 - b. Tap cons to masonry walls (all penetrations must be waterproofed).
8. Color: Ivory (baked on). Must match office sample.

PART II: COLLECTIVE RESPONSIBILITIES: RECREATIONAL AND COMMON ELEMENTS

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, HUB 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".

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.

GENERAL RULES REGARDING ALL SHARED AREAS

1. 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.
2. All costs for maintenance, repairs and replacements in or to the Recreational or Common Elements arising from or necessitated by the negligence, misuse or neglect of a specific Unit Owner or Lessee is to be paid solely by the Unit Owner or Lessee.
3. In the case where a guest of either the Unit Owner or Lessee causes damage to a common element, the Unit Owner or Lessee will be solely responsible for the costs of repairs.
4. 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.

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. No nuisance of any type or kind shall be permitted on the Condominium Property.
7. Smoking and/or vaping is not allowed in any Common Element or Element unless specifically addressed hereto.
8. Report vandalism and/or rule violations immediately to the management office or front desk.
9. Residents sponsoring events in common elements may utilize valet parking for a total of not more than ten vehicles, including vehicles of event guests 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.
10. Commercial use of the Recreational areas and all Common Elements, including, without limitation, the Clubroom, Board Room, Lobby, and Pool Deck is prohibited at all times. This includes, without limitation, providing or receiving paid services such as hair styling, cosmetics, photography, training, instruction, or similar services. Notwithstanding the foregoing, personal training services are permitted within the Fitness Center only with the prior written approval of Management

RULES REGARDING SPECIFIC SHARED AREAS:

MAILROOM

1. Do Not Enter the Mailroom when mail is being delivered.
2. Keep the area free of clutter. Use the trash can provided to discard any unwanted material.
3. Bulletin Board under glass is for direct use of The Board and Management Office.
4. Any notice placed on the Bulletin Board not under glass must be with the consent of the Management Office which shall not be unreasonably denied.

HUB ROOM / PACKAGE AND DELIVERY

1. The front desk will only accept hand delivered packages/envelopes addressed to current residents. The sender's and recipient's name must be clearly indicated on the package. The front desk will not take or hold keys at any time.

2. Deliveries of ready-to-eat food (such as take-out food, pizza, Uber Eats etc.) groceries delivery from Shipt, Instacart etc. and flower deliveries may be delivered 24/7 through the lobby to the Front Desk. The Front Desk staff will contact the resident to announce the delivery. Residents are required to pick up groceries and food deliveries at the front desk. Delivery drivers are not allowed to deliver food to residents at their units. The Association does not provide cold storage for perishable items or medicine; these items must be picked up immediately upon arrival.
3. Dry cleaning deliveries will be processed by the Front Desk for input into Connect tracking software, notifying the resident of the delivery. These items will be stored in the storage area behind the front desk. Front Desk staff are responsible for handing items to residents. Residents are not permitted to enter the storage room to retrieve their items.
4. Packages and deliveries from Amazon Prime, FedEx, UPS and other carriers enter through the loading dock at the rear of the building. Packages are to be placed in the HUB for resident self-retrieval. Oversized packages that do not fit in the HUB or if the HUB is full to capacity, the Front Desk staff will sign for the package and make notification through Connect tracking system, and the package will be stored in the storage room behind the front desk.
5. Storage is limited. Residents should not order delivery items if they are not present at the WaterGarden to retrieve the item from the HUB within 72 hours after being delivered. Items not retrieved within 72 hours will be removed from the HUB and returned to the sender.
6. Large delivery items such as furniture, TV's, appliances, etc., or construction items must be scheduled in advance, through the management office. Moving services, vendors and contractors performing a service in a unit must provide a Certificate of Insurance (COI). The Certificate of Insurance must include the Association as additional insured and certificate holder. Not scheduling in advance with the management office may cause refusal of the delivery or service. The resident, or their designated representative should be present at the property to sign for and receive any deliveries. Deliveries may be scheduled from Monday through Friday between the hours of 8:00am and 4:30pm, and Saturday from 8:00am to 2:00pm. Delivery vans and trucks used for this purpose may remain on WaterGarden property during delivery time scheduled only.

CLUBROOM

1. Do not move the piano or furniture without the consent of the Board or Management Office.
2. The Clubroom must be reserved through the Concierge or the Management Office.
3. A contract must be filled out two weeks prior to the event in order to get approval for the event.
4. A maximum of 50 guests is permitted.



5. A list of all guest names is required 72 hours prior to function.
6. The approved contract and guest list must be at the Front Desk prior to the event.
7. Residents requiring exclusive use of a common element 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.
8. A refundable deposit must be submitted prior to function and will be returned upon inspection by the Management Office within (10) Business Days, provided there was no damage to the Clubroom. The security deposit may be used by the Association to pay expenses of cleaning and/or repairs or replacement required after use of the facilities by the user. The user remains liable for any additional expenses over the amount of the security deposit that the Association is forced to incur to address any cleaning or repairs/replacement.
9. There must be a Cleaning Fee paid for each event as per the Common Element Agreement. See Management Office for current rates.
10. There must be a Security Guard Fee paid for each event as per the Common Element Agreement. See Management Office for current rates.
11. Additional valet attendees are required for events with 20-50 attendees. Fee must be paid in advance. See Management Office for current rates.
12. Cocktails and food are permitted, provided they are served and consumed in a contained and orderly manner that maintains the cleanliness of the premises and prevents any potential damage to the property.
13. The function may not extend later than 11 P.M.
14. All music must be reduced to a non-invasive level by 10 P.M.
15. The Clubroom and all other common elements 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, Boat Parade, Christmas Eve and Christmas Day and during Hurricane warnings or emergencies, or on any day so designated by the Board.
16. This room is equipped with security cameras.

CLUBROOM EXTERIOR PATIO/TERRACE SEATING AREA

1. Smoking and/or vaping is not permitted on the exterior patio area.

LIBRARY

1. Cell phones may be used only if no other residents are in the library.
2. Please turn off the television when you leave the room.

MULTIMEDIA CENTER

1. Hours: From 8:30 A.M. to Midnight.
2. Private use of this room requires approval from the Board or the Management Office.
3. A maximum of 16 guests is permitted.
4. A refundable deposit is necessary for private reservations as per the Common Element Reservation Agreement. Refund of this deposit shall follow the schedule set for the Clubroom.
5. May not be reserved on excluded 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, Boat Parade, Christmas Eve and Christmas Day and during Hurricane warnings or emergencies, or on any day so designated by the Board.
6. The room is equipped with security cameras.

BUSINESS CENTER

1. This room is equipped with computer stations, fax, and laser printer.
2. Computers are for personal, not business, use by residents and house guests.
3. Computers are available on a first-come, first-served basis. Computer use is limited to twenty (20) minutes per person.
4. Keep telephone conversations very brief and very quiet or step into the vestibule
5. The room is equipped with security cameras.

BOARD ROOM

1. Hours: From 8:30 A.M. to Midnight.
2. The Board of Directors and Association Management have priority use of the Board Room for conducting the affairs of the Association except when it has been reserved in advance by an owner or lessee.

3. 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.
4. 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.
5. The Board Room may not be used by owners or lessees for any business or employment purpose, except that it may be used to conduct personal matters. Examples include, but are not limited to, 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.
6. Maximum occupancy of the Board Room is 10 persons.
7. 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. Hot containers are not allowed on the wood table or console table.
8. 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.
9. The room is equipped with security cameras.

SPORT LOUNGE

1. Hours: From 8:30 A.M. to Midnight.
2. Persons under the age of-14 years must be accompanied by an adult eighteen (18) years of age or older or parent/guardian when using the pool table.
3. No food or drink unless a plastic container is permitted.
4. Return equipment to its appropriate storage area after use.
5. Please turn off the television and lights before leaving the room.
6. The room is equipped with security cameras.

FITNESS CENTER, FITNESS CENTER ANNEX AND SAUNA

1. Hours: From 5:00 A.M. to Midnight.
2. This room cannot be reserved.



3. Use the Fitness Center at residents' own risk.
4. For safety reasons, individuals under the age of 14 must be accompanied by a parent/guardian or an adult eighteen (18) years of age or older when using The Fitness Center.
5. All equipment must be wiped down with provided disinfectant and towels after use. Weights and free-standing equipment must be returned to its proper place after use
6. DROPPING WEIGHTS IS NOT PERMITTED. Please be mindful of handling weights properly.
7. There is a half-hour time limit on all aerobic equipment while others are waiting.
8. Proper attire and shoes must be worn.
9. Sandals and swimming attire are not permitted.
10. No food or beverages other than water in plastic containers are allowed.
11. Under no circumstances is any additional equipment to be brought into the Fitness Center.
12. Cell Phone use is NOT permitted in the Fitness Center.
13. Report vandalism or rule violations immediately to the management office or front desk on weekends.
14. Check with your health care professional prior to starting or modifying any exercise program.
15. The Fitness Center is equipped with security cameras. This should in no manner be considered security or health safety monitoring.
16. Please turn off the television and stereo before leaving this room.
17. In case of Emergency call 9-911.
18. Personal training services are permitted within the Fitness Center only with the prior written approval of Management. Residents must contact Management for information regarding applicable restrictions, insurance requirements, and required application documentation.

POSTED WARNING REGARDING USE OF SAUNA

1. Sauna exposes the users to elevated temperature.
2. Staying too long in sauna can cause overheating and even death.
3. Especially at risk are persons under the age of 14, the elderly, and those using alcohol drugs or medicine.
4. Check with your Doctor before using sauna if pregnant or under medical care.

POOL AND JACUZZI RULES

1. Hours: From 5:30 A.M. to Midnight.
2. No glass items or pets are allowed in pool/Jacuzzi area.

The WATER GARDEN

3. No food is allowed while in or within ten (10) feet of the pool or Jacuzzi.
4. Persons under 14 years of age must be accompanied by someone who can swim or a parent/guardian.
5. No running, horseplay or ball playing in pool/Jacuzzi or on pool deck.
6. No diving or jumping into pool/Jacuzzi. Enter utilizing ladders.
7. Persons with infection or contagious health conditions are not permitted in water.
8. Unless approved by Management, no foreign floating object, other than life preservers when used for safety, are permitted in the pool.
9. Scuba equipment is prohibited unless authorized by The Board.
10. Bicycles, tricycles, skates, scooters or skateboards are not permitted on the pool deck.
11. Appropriate swimming attire is required, including coverups, and sandals or shoes.
12. Persons who are incontinent must wear protective garments when using the pool.
13. Smoking and/or vaping is not permitted in the pool/Jacuzzi area.
14. Pool furniture must be covered with a towel before use if suntan/oil products, et al, come into contact with furniture.
15. Music and noise must be kept at levels not disturbing to others. Use of earphones is suggested.
16. Safety equipment must be used for its intended purposes only.
17. Residents are responsible for their own and their guests' compliance with these rules and all others governing the use of recreational facilities. No more than 4 guests per unit are allowed in the pool deck area.
18. In case of an emergency call 9-911. The phone is located in the Bathroom Area behind countertop at cabana bar area.

SPECIAL JACUZZI RULES

1. Maximum bathing load: 11
2. No glass is permitted in this area.
3. Max temperature 104 degrees.
4. Shower before entering Jacuzzi.
5. Use of Jacuzzi is at residents' own risk.
6. Do not use if pregnant, you suffer from diabetes or you have high blood pressure.
7. Do not use if you have consumed alcohol, narcotics or drugs that cause drowsiness or the lowering of high blood pressure.
8. Enter and exit Jacuzzi slowly.
9. For safety reasons, do not fully immerse the head.



RECREATION DECK/GARDEN AREA

1. Hours: From 5:30 A.M. to Midnight.
2. Absolutely no pets are allowed on the Recreational Deck/Garden Area.
3. No glass or breakable items are allowed in this area.
4. No more than 10 guests per unit are allowed in this area.
5. No Association owned property or common element located on the Recreation Deck may be reserved in advance without authorization from the Property Manager.
6. Regulations for Use of This Area for Private Parties are as Follows:
 - a. All private events hosted on the Recreation Deck must be arranged by the Property Manager or Concierge.
 - b. A contract must be filled out **2 weeks prior** to the event to ensure appropriate time for approval for the event.
 - c. A Maximum of 50 guests is permitted.
 - d. A refundable deposit must be submitted prior to function and will be returned upon inspection by the Management Office within 10 Business Days. The security deposit may be used by the Association to pay expenses of cleaning and/or repairs or replacement required after use of the facilities by the user. The user remains liable for any additional expenses over the amount of the security deposit that the Association is forced to incur to address any cleaning or repairs/replacement.
 - e. A list of all guest names is required 72 hours prior to function.
 - f. The approved contract and guest list must be at the Front Desk prior to the event.
 - g. There must be a Cleaning Fee paid for each event as per the Common Element Agreement.
 - h. There must be a Security Guard Fee paid for each event as per the Common Element Agreement.
 - i. Fully catered events are allowed.
 - j. This area and all other common elements 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, Boat Parade, Christmas Eve and Christmas Day and during Hurricane warnings or emergencies, or on any day so designated by the Board.



BBQ GRILL RULES AND REGULATIONS

1. Grills are available between 10:00 AM until 9:00 PM (7 Days).
2. Grills are available on a first -come / first-serve basis.
3. Grills and surrounding areas must be cleaned immediately after use.
4. The Cabana wet bar sink may not be used to clean grilling tools, utensils, and plates.
5. Per the manufacturer's requirements, individuals under the age of eighteen (18) are not permitted to operate the grills without adult supervision.
6. Proper use of grills is expected. This includes not tampering with the ignitor switch or gas valves. If a resident is having difficulty with the grill functioning properly, they are required to reach out to the Front Desk to request staff assistance. Evening and weekend staff help is limited, please take this into consideration if there isn't someone available to assist.
7. A closed container (Tupperware etc.) must be used when transporting both cooked and un-cooked food throughout the-common elements, elevators, and hallways.
8. Failure to comply with the above written Rules and Regulations may result in loss of use rights of the BBQ grills. The BBQ grills / area will be cleaned by the Staff once a day in the AM.

GARAGE: PARKING & VEHICLE USE

1. 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.
2. Do not exceed the Ten (10) mile per hour speed limit.
3. Stop for Pedestrians.
4. Obey all traffic and parking signs. "Rolling Stops" at stop signs are strictly prohibited.
5. Park in designated areas only.
6. Do not block right-of-way.
7. No double parking.
8. Do not leave vehicles unattended.
9. Stay in your lane. Remain on designated driveways and ramps.
10. Do not drive over curbs, gardens or pedestrian walkways.
11. Do not tailgate at entry gates.
12. Do not transport or store hazardous materials on WaterGarden property.



13. Do not park leaking vehicles. All vehicles must be properly maintained and free of oil, transmission, and other fluid leaks.
14. Violators are subject to fines and/or towing at violator's expense, and where applicable, legal action.
15. Violators will be responsible for any resulting damage to the Association's property and/or the property of others.

ELECTRIC VEHICLE (EVSE) CHARGING

1. The EVSE is available on a first-come, first-served basis.
2. The EVSE spaces are for Electric Charging only, not parking.
3. EV must be moved promptly after the charging is complete.
4. Violation of the EVSE charging rules may result in a fine or suspension of use rights.

ASSIGNED RESIDENT PARKING AND VALET PARKING

1. **Resident Vehicle Requirements:**
 - a. Vehicle must be currently licensed.
 - b. Vehicle must be operable.
 - c. Vehicle must be registered with the Association by completing the Vehicle Registration Form.
2. **Prohibited Vehicles:** Non-Licensed Vehicles are not permitted.
 - a. **Commercial Vehicles:** A "commercial vehicle" shall mean any vehicle containing outside lettering on any such vehicle designating a business of any kind. It shall also include any vehicle which has visible tools or equipment of a trade or business anywhere in or on a vehicle. A vehicle with a removable sign or logo shall not, with the sign/logo removed, be considered to be a commercial vehicle unless it meets the definition of "commercial vehicle" even without the sign or logo. The prohibition of parking shall not apply to the temporary parking of commercial vehicles for pick-up, delivery or other commercial services rendered to and on behalf of the residents of the Condominium. It shall also not apply to a contractor or its agent during construction of improvements on Condominium Property.
 - b. **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.
 - c. **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).

- d. **Bicycles, Electric Bikes or Mopeds:** Registered Bicycles, Electric Bikes or Mopeds may be parked only in Bicycle Storage areas, if available. Owners are advised to lock their bicycles with an appropriate lock, even when kept in the Bicycle Storage area. It is the resident's responsibility to keep their personal property safe.
- e. **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.
- f. **Unregistered Vehicles:** All vehicles in Resident or Valet Parking must be registered according to WaterGarden procedures.
- g. **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 an Owner or Lessee who is responsible for the vehicle in violation, as allowed by Florida Statutes.

RULES SPECIFIC TO RESIDENT PARKING

1. 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.
2. 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.
3. All vehicles, including motorcycles, scooters and golf carts parked in Owner/Lessee Parking must display the appropriate identification that they have been registered by the Management Office. Violators are subject to towing at violator's expense.
4. Motorcycles must follow the same rules as other vehicles. Parking is only permitted within the boundaries of a parking space.
5. Parking permits are available on a long-term basis (i.e., resident's rental vehicles). Certain restrictions apply.
6. Resident parking spaces may not be used for the storage of non-vehicles, including but not limited to grocery carts, storage containers, etc.
7. 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. After a complete change of ownership of a unit, the first garage access RFID 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.

8. An Owner or Lessee may receive a garage access control device from the Association for temporary use by residents of their unit for a period not to exceed two (2) weeks. A control device 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 control device is not returned on or before its expiration date the security deposit becomes the property of the Association, and the control device will be deactivated. Every vehicle entering the garage by use of a control device must display either a registration sticker or a temporary parking permit issued by the Association.
9. If because of the manufacturing 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.

RULES SPECIFIC TO VALET PARKING

1. Residents are not allowed to use valet parking. Valet parking is only for guest or visitors.
2. The area of the garage bounded by spaces 36 through 100, and the adjacent driveways are shared between contactors, valets and staff parking. Valet parking, and except as hereafter set forth, may be used by contractors, visiting the Manager only while conducting Association business.
3. No person other than a valet shall park a vehicle in, or retrieve a vehicle from, the valet parking area.
4. All parking in the valet parking area is on a first come first served basis, and no person may reserve parking. Residents may not park in parking spaces designated for valet.
5. A vehicle may remain in the valet parking area for no more than 48 hours and no more than 4 times per month unless specific advance written permission is given by the Manager. The Manager may require that a vehicle not having written permission be removed and the vehicle may not again enter the valet parking area for twenty-four 24 hours.
6. A vehicle can remain in valet parking for no more than 48 hours, free of charge. After 48 hours, regardless of whether advance written permission is given by the Manager, a daily valet charge of \$20.00 will be charged to the visitor.



7. A guest may have no more than a total of one vehicle parked in valet parking. Guests are not allowed to park their vehicles with valet if they are going out of town or if they are not physically visiting the building.
8. Residents who are utilizing all their assigned spaces for their own vehicle(s), may not use valet parking for any additional personal vehicles.
9. If a parking space assigned to one unit is leased to a resident of another unit, the vehicles of the residents and guests of the first unit may not be parked in the valet parking area.
10. The fine for violation of this valet parking rule is \$100.00 per occurrence. Allowing a vehicle to remain in the valet 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 will be towed at the sole expense of the owner of the vehicle.
11. The Board or Manager may temporarily alter procedures relating to the use of the valet parking area during special community events such as parades, festivals and celebrations.

EXPRESS DELIVERY PARKING

1. Standard-sized delivery vehicles carrying, dry cleaning, restaurant food and groceries for 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.
2. Express delivery parking may not exceed 15 minutes.
3. Realtors, contractors and service providers are not permitted to park in the express parking area.

SERVICE VEHICLES

Service vehicles may be parked in designated areas of the parking garage while providing services to Residents. All service vehicles and their personnel must be registered and scheduled in advance by the Management Office. Service Parking is permitted between the hours of 8 a.m. and 4:30p.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.



EMPLOYEE VEHICLES

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 workday, as employee spaces may be reassigned during off-work hours for additional guest or service parking, as needed.

ASSOCIATION PARKING: PROPERTY SERVICES

The Management Office will register and monitor vehicles that are parked in the WaterGarden for purposes of providing deliveries or services of the Association.

HANDICAP PARKING

1. Vehicles parked in spaces designated as “Parking by Disabled Permit Only” must visibly display a valid disabled person parking permit at all times or have a valid wheelchair license plate.
2. No vehicle shall remain parked in a handicap space for more than forty-eight (48) consecutive hours
3. Vehicles that are relocated or removed from a handicap space may not be parked back in the same handicap space for a period of twenty-four (24) hours thereafter without the prior written approval of management.
4. Violations of this section shall be subject to fines and vehicles may be towed at the violator’s expense.

SPECIALIZED TRANSPORT EQUIPMENT & BICYCLES

5. 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:
6. Ambulatory equipment for the handicapped, such as wheelchairs and motorized scooter.
7. Hand-pushed child transports such as strollers or prams.
8. Small carts for such purposes as transporting medical equipment, groceries and other personal goods, or for Valet services.
9. 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.

BICYCLES

1. Bicycles may be stored in owner's units but must not be stored on patio area. Bicycles must be clean/wiped of any debris prior to entry into the building. Entry and Exit must be made through the loading dock and use the service elevator, not through the lobby. Bicycles must be lifted/carried across common elements (Floors, hallway carpet, etc.) and special care must be taken so as not to leave marks or damage on carpet/flooring/walls/elevators.
2. Bicycles kept on common elements of the Condominium Property, including, but not limited to, bicycle storage areas, must be registered with the Association, and shall have affixed prominently to its frame a numbered registration sticker issued by the Association.
3. Bicycles kept on common elements shall be kept only in the bicycle storage areas, or other locations designated by the Board. 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.

VEHICLE WASHING, MAINTENANCE & REPAIRS

Vehicle maintenance or repairs are not permitted on the Condominium Property, except as follows:

1. Vehicle washing is permitted in the designated area only on a first come first served basis.
2. The wash area is restricted to use by Residents only. If a Resident vehicle is to be washed by a non-Resident, the non-Resident(s) must be pre-registered at the Front Desk.
3. The vehicle and all cleaning rags and other equipment must be removed from the wash area immediately upon completion of cleaning.
4. A vehicle may not be left unattended in the wash area.
5. The EV Charging space is not allowed to be used for washing vehicles, nor shall vehicle washing areas be used for EV charging.
6. 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

WATERGARDEN CONDOMINIUM ASSOCIATION, INC.
BOARD RESOLUTION REGARDING LATE FEES ON DELINQUENT ASSESSMENTS

WHEREAS, the Declaration of Condominium of The Watergarden, A Condominium (the “Declaration”) authorizes the Association to levy assessments and provides that the Association may charge an administrative late fee “in an amount not to exceed the greater of \$25.00 or 5% of each installment of the Assessment for each delinquent installment” (Declaration, Art. 14, §14.9);

WHEREAS, Section 718.116(3), Florida Statutes, likewise authorizes a late fee in an amount not to exceed the greater of \$25.00 or 5% of each installment of the assessment past due;

WHEREAS, the Declaration, Articles of Incorporation and Bylaws of Watergarden Condominium Association, Inc. (the “Association”) vest the Board of Directors with the authority to operate the Condominium, make and collect assessments and other charges, and adopt policies, rules and resolutions relating to the imposition and collection of such charges (including, without limitation, Declaration Arts. 14 and 21; Articles of Incorporation Arts. IV and IX; and Bylaws Arts. 5.1 and 13); and

WHEREAS, the Board of Directors desires to confirm a uniform late-fee structure by electing to impose a late fee equal to five percent (5%) of each delinquent assessment installment, which is within the maximum authorized by the Declaration and Section 718.116(3), Florida Statutes;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. **Adoption of 5% Late Fee.** Pursuant to the authority cited above, the Association hereby elects to impose, and does impose, an administrative late fee in the amount of five percent (5%) of the unpaid installment of assessment for each installment that is not paid when due, in lieu of any flat \$25.00 late fee or administrative late fee previously used.
2. **Application and Collection.** The 5% late fee shall be assessed on a per-installment basis on any assessment installment that is not paid within the time frame for payment established in the Declaration, Bylaws, duly adopted collections policy, or published assessment schedule. The late fee shall be imposed and collected in the same manner as assessments, together with any applicable interest, costs and attorneys’ fees, and in the order of application set forth in Article 14.9 of the Declaration.
3. **Uniform Application; No Waiver.** The late fee adopted herein shall be applied in a uniform and non-discriminatory manner to all Units and Unit Owners, subject to any applicable court orders. The failure of the Association, the Board, or the managing agent to impose or collect a late fee in any particular instance shall not constitute a waiver of the Association’s right to impose and collect late fees thereafter, and any waiver in a particular case shall not be a continuing waiver.
4. **Conforming Policies; Conflicts.** The Association’s written collections policy, Rules and Regulations, and any published schedules of assessments or charges shall be revised as necessary to reflect the 5% late fee adopted herein. To the extent any prior policy, rule, regulation, schedule, resolution, or practice regarding late charges is inconsistent with this Resolution, this Resolution shall control.

5. **Authority and Ratification.** This Resolution is adopted pursuant to the authority granted to the Association and its Board of Directors in the Declaration (including Articles 14 and 21), Articles of Incorporation (including Articles IV and IX), Bylaws (including Articles 5.1 and 13), and Section 718.116, Florida Statutes. All acts of the officers, directors, managers, agents and representatives of the Association that are consistent with the intent and purpose of this Resolution, including the prior imposition and collection of late fees within the maximum amounts authorized, are hereby ratified and approved.

6. **Effective Date.** This Resolution shall be effective immediately upon its adoption at a duly noticed meeting of the Board of Directors held on the 24th day of March, 2026. The 5% administrative late fee adopted herein shall apply to any assessment installment that first becomes due on or after that date, and to all subsequent assessment installments.

The foregoing Resolution was adopted by the Board of Directors of Watergarden Condominium Association, Inc., at a duly noticed meeting of the Board of Directors held on the 24th day of March, 2026, at which a quorum of the Board was present and voted.

**WATERGARDEN CONDOMINIUM ASSOCIATION, INC.,
a Florida not-for-profit corporation**

Director #1

Name: _____

Signature: _____

Title: _____

Director #2

Name: _____

Signature: _____

Title: _____

Director #3

Name: _____

Signature: _____

Title: _____

Director #4

Name: _____

Signature: _____

Title: _____

Director #5

Name: _____

Signature: _____

Title: _____