

**SOUTH PRESERVE II AT WATERSIDE VILLAGE
RULES AND REGULATIONS FOR OWNERS, TENANTS, AND GUESTS**

1. Notice of Board and Membership Meetings.

- a. The Association will post notices of Board Meetings, and Member Meetings, and other Association business, in the enclosure located on the South side of Saranac Lake Drive, across from Building 864, unit 106, on Association property.

2. Parking.

- a. An open carport is assigned to each Unit. There is an ample amount of additional uncovered parking spaces in the Condominium for each Unit to utilize an uncovered parking space. The uncovered spaces may be used on a first come basis, but no Unit may occupy more than two (2) parking spaces (the assigned carport space and one uncovered parking space).
- b. Unit Owners, and Tenants, shall endeavor to utilize the uncovered parking spaces nearest to their Unit. Guests may park in any uncovered parking space on a first come first serve basis.
- c. Service vehicles may park as necessary during the time they are actually servicing the Unit or the Common Elements.
- d. Pursuant to Article 13 of the Declaration of Condominium of South Preserve II at Waterside Village, Unit Owners, Tenants, and Guests shall not:
 - i. Park overnight any Commercial Vehicle, boat, camper, motor home, trailer, or similar vehicle in any parking space or parking area in the Community.
 - 1. "Commercial Vehicles" shall mean those vehicles which are not designed and used for customary, personal/family, purposes. "Commercial Vehicles" shall include those vehicles which contain commercial lettering, graphics, signs or displays; those vehicles which lack rear or side windows; those vehicles which contain transport tools, tool boxes or other equipment incidental to any business. The absence of commercial-type lettering, graphics, signs, or displays on a vehicle or any or all of the aforementioned criteria shall not be dispositive as to whether a vehicle is a Commercial Vehicle.
 - ii. Place a vehicle on blocks, except as may be permitted in writing by the Board of Directors;
 - iii. Use an open carport for any storage other than a vehicle or a golf cart;
 - iv. Store a golf cart in any place other than in the Unit's carport, nor store a bicycle in any place other than in the Unit or the Unit storage area.
- e. All vehicles must fit under the carport, and any oversized vehicle must be parked where they will not interfere with the normal flow of everyday operations.

3. Extended Absence from Unit.

- a. If the Unit will be unoccupied for three (3) or more days, the Unit owner, Tenant, or Guest shall ensure the following:

- i. The outside water to the Unit is turned off.
 - ii. Close the inside water shut off valve (second floor units only).
 - iii. For Units without an inside water shut off valve, close the supply valves to the water heater and the washing machine.
 - iv. Turn of the power to the hot water heater.
 - v. Turn off the icemaker to the refrigerator.
 - vi. Close all faucets.
- b. If the Unit will be unoccupied for a period greater than seven (7) days or more during hurricane season (June 1st to November 30th) all items must be removed from the lanai and patio.
 - i. A Unit owner, Guest, or Tenant that will be absent from a Unit for a period of time greater than twenty-one (21) consecutive calendar days, must make arrangements with a person or other third party contractor to be responsible for the Unit during the absence from the Unit. The Unit Owner, Guest, or Tenant shall inform the Association management company of the name and contact information of the person or other third party contractor the Association shall make contact with in case of an emergency. The Board of Directors and Management company shall have sole authority to determine what constitutes an emergency.

4. Trash, Garbage, and Other Solid Waste Material.

- a. The disposal of trash, garbage, and other solid waste shall be completed pursuant to guidelines and policies as established by the Board of Directors, and Sarasota County.
 - i. NON-RECYCLABLE trash, garbage and other solid waste must be placed in plastic bags securely tied and placed in the Waste Management Dumpster. Sarasota County requires that garbage be placed in the dumpster in closed bags.
 - ii. RECYCLABLES should be placed in the appropriate container WITHOUT BAGS.
 - iii. CARDBOARD boxes must be disassembled to a size less than 2 ft. by 3ft., tied and placed in the recycle bin. Overflow should be placed beside the recycle bins.
 - iv. RECYCLABLES placed in the wrong container and improperly disposed garbage could expose the Association to fines and other penalties imposed by Sarasota County.
 - v. All persons are prohibited from placing rubbish, garbage or trash in any part of the Condominium outside of the Unit other than in the dumpsters and dumpster areas.

5. Restrictions - Article 13 of the Declaration of Condominium.

- a. Unit Owners, Tenants, and Guests shall comply with the following restrictions enumerated in Article 13 of the Declaration of Condominium of South Preserve II at Waterside Village:
 - i. No Unit Owner, Tenant, Guest, or other occupant of a Unit shall:
 - 1. Use the Condominium Unit (hereinafter "Unit") for other than residence purposes.
 - 2. Permit loud and or objectionable noises to emanate from the Unit or the Common Elements, which may cause a nuisance to the occupants of other Units.
 - 3. Permit obnoxious or objectionable odors to emanate from the Unit or the Common Elements, which may cause a nuisance to the occupants of other Units.

4. Erect, construct or maintain any wire, antennas, garbage or refuse receptacles, or other equipment or structures on the exterior of the building or on or in any of the Common Elements.
5. Permit or allow anything to be done or kept in their Unit or in the Common Elements, which will increase insurance rates on any Unit or on the Common Property.
6. Commit or permit any public or private nuisance in the Unit or in or on the Common Elements.
7. Divide or subdivide a Unit for the purpose of sale or lease except to the owner of an adjacent Unit.
8. Obstruct the common way of ingress and egress to the other Units or the Common Elements.
9. Hang any laundry, garments or other unsightly objects; which are visible outside of the Unit.
10. Allow anything to remain in the Common Elements, which would be unsightly or hazardous.
11. Make use of the Common Elements in such a manner as to infringe upon the rights of the other Unit Owners, tenants and occupants as to their use and enjoyment.
12. Neither lease a single room or less than an entire Unit, nor sublease a Unit.
13. Lease a Unit for a period of less than three (3) months.
14. Use or store a gas or charcoal grill within or about the Unit or any balcony, lanai or patio; only electric grills are permitted, and they must be stored within a Unit, screened lanai or assigned Unit storage area.
15. Feeding of wild birds or animals is strictly prohibited.
16. Exceed the posted vehicle speed limits. The speed limit for Saranac Lake Dr. and Norwalk Dr. is 8-Miles per hour.
17. Fail to keep the Unit and Limited Common elements clean and sanitary at all times.
18. Use a Unit in a manner, which violates any laws, ordinances or regulations of any governmental body.
19. Allow any animal to be kept in the Unit other than one (1) dog or one (1) cat, caged birds and small marine animals in aquariums.
 - a. Authorized pets using the Common Elements shall be on a leash and accompanied by their owner. The animal's owner shall be responsible for timely cleaning up after the pet.

6. Pool & Club House Rules and Regulations.

All Pool & Club House Rules and Regulations are governed by Waterside Village Community Board. (i.e. Master Board). Please conform to the most current rules available from that Board.

7. Leasing and Guest use of a Unit.

- a. Unit Owners are responsible for ensuring that the Unit Owner's Tenants and Guests, are provided a copy of the Declaration of Condominium and these Rules and Regulations.
- b. Rental of the Unit to a Tenant by the Unit Owner:
 - i. A Tenant is a person who has a contract or agreement with the unit owner to occupy the unit for a period of three (3) or more months.

- ii. No Unit Owner shall allow his Unit to be occupied by a Tenant, without first filing a completed Rental Form 2013 and also obtaining written approval by the Board of Directors. The Rental Form 2013 can be obtained from the Association Management Company.
- c. Unit use by a Guest of a Unit Owner:
 - i. A Guest is defined as a friend or family member who resides in a Unit overnight and nothing of value is exchanged for use of the Unit.
 - ii. When a Unit Owner is in residence, no Guest Form is required to be completed or submitted to the Association for approval.
 - iii. However, when the Unit owner is not in residence, the Unit owner shall file a completed Guest Form 2013 and also obtain prior written approval by the Board of Directors before the Unit can be utilized by a Guest.
 - iv. Unit owners are prohibited from allowing a Guest to utilize a Unit, while the Unit Owner is not in residence, for a period greater than thirty (30) days in any given calendar year.
- d. Use of the Unit by the Guest of a Tenant:
 - i. When a Tenant is not in residence at the Unit, no Guests are permitted to utilize the Unit.
 - ii. When the Tenant is in residence at the Unit, the Tenant is required to file a completed Guest Form 2013 and obtain prior written approval by the Board of Directors prior to the Guest of the Tenant staying in the Unit.
- e. Use of Unit when leased to a Family Member.
 - i. If a Unit owner is leasing his or her Unit, to his or her parents, Grandparents, children or grandchildren. The relative leasing the Unit may allow the Unit Owner to visit and reside in the Unit as a Guest, by filing a Guest Occupancy form and obtaining prior written approval from the Board of Directors.
- f. Any Tenant or Guest who is found to be in violation of the "Rules and Restrictions" and/or the Declaration of Condominium, may be ordered by the Board of Directors to vacate the Unit and the Condominium. If the Tenant or Guest does not voluntarily vacate the Unit the Association shall then have the authority to act as agent of the Unit Owner to undertake whatever action is necessary to abate the Tenant or Guests non-compliance with the Declaration of Condominium and Rules and Regulations, including without limitation the right to institute an action for eviction against the Tenant or Guest. The Association shall have a right to recover any costs or fees, including attorney's fees, from the Unit Owner.

8. MAINTENANCE, REPAIR AND REPLACEMENT - Article 10(B) of the Declaration of Condominium.

- a. Unit Owners have responsibility for the proper maintenance and repair of items listed in Article 10(B) of the Declaration of Condominium. Pursuant to Article 10(B) of the Declaration of Condominium, A Unit Owner is responsible for the cost of repair or replacement of any portion of the condominium property not paid by insurance proceeds, if such damage is caused by the intentional conduct, negligence, or failure to comply with the terms of the Declaration of Condominium or these Rules and Regulations, by the Unit Owner, a member of his or her family, Unit occupants, Tenants, Guests, or Invitees. This includes the personal property of other Unit Owners, or occupants of their Units. The cost shall be payable by such Unit Owner within thirty (30) days after the delivery of written notice by the Board of Directors of the Association.

- b. The following are the Association's minimum requirements for the Unit Owners maintenance of the items listed below.

- i. The heating, ventilation, air conditioning system (HVAC):

- 1. The HVAC shall be serviced annually according to the manufactures recommendations, by a licensed and insured HVAC service contractor.
 - ii. The hot water heater shall be replaced at the end of the manufacturer's warranty period plus 5 years.
 - iii. The water hoses on the washing machine shall be replaced with hoses that have a 600-psi or greater rating with a lifetime guarantee.

9. Fire Sprinklers.

- a. The Association is responsible for maintaining the fire sprinkler system in the Units. The system, including the sprinkler head will be inspected each year. The Unit Owner will be responsible for any charges incurred for sprinkler head replacement and replacement of the sprinkler head if the sprinkler head is painted or otherwise damaged by Unit owner action.

10. Modifications to the Exterior of a Unit.

- a. Any Unit Owner proposed modification to the exterior of the Unit requires the written approval of the Board of Directors before any work and/or modification may commence.
 - i. Modifications include but are not limited to the installation of plantings or shrubs, any modification of the lanais, any modification of lanai floors, the installation of all-weather doors, installation of a Radon Mitigation System, etc.
- b. The Unit Owner must submit an exterior modification form with information regarding the proposed modification as mandated by the Board of Directors. The form is available on the Association website or can be obtained from the Association Property Manager.
- c. Unit Owners must submit proof that all contractors utilized by the Unit Owner are properly licensed and insured.
- d. All governmental fees and permits are the responsibility of the Unit owner to procure and must be procured prior to any work and/or modification commencing.
- e. If the modification is approved by the Board of Directors, and the Waterside at Venice Community Architectural Review Committee (WV ARC) if necessary, the Unit Owner and the Association shall execute a covenant running with the land to be recorded in the Official Records of Sarasota County evidencing that the Unit Owner and his successors, and assigns agree to be responsible for the maintenance, repair and replacement of the proposed modification.