

**WATER'S EDGE IV
CONDOMINIUM
ASSOCIATION**

RULES & REGULATIONS

Approved 04/04/2016

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**THIS IS AN AGE RESTRICTED COMMUNITY.
(CD 12.11 as amended)**

As such, all owners, lessees, tenants and occupants are required to provide the Board with proof of age when requested.

Proof of age may be demonstrated by a current driver's license from any state or province, a passport, or any other current government document containing a recent picture of the individual.

Please refer to Sections I.(a) and I.(b) for more details.

**NO PETS ARE PERMITTED IN THIS COMMUNITY AT
ANY TIME (CD 12.10 as amended)**

Service animals are permitted. (See Section VII.)

**THIS IS A NO SMOKING COMMUNITY.
(CD 12.2 as amended)**

NOTE

The Water's Edge IV Condominium Association has the authority to levy fines (up to \$1,000) for failure to comply with the community's rules and regulations.

As used herein, "CD" refers to sections as noted of the Declaration of Condominium of the Water's Edge IV Condominium Association.

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I. RULES APPLYING TO UNITS, UNIT OWNERS, TENANTS AND GUESTS

(a) SINGLE FAMILY DWELLING

- (1)** Each unit is a single family dwelling
- (2)** A unit may not be subdivided into a smaller unit.
- (3)** A unit may not be occupied by more than two people per bedroom except for short term guests.
- (4)** Guests are permitted for a period not to exceed 90 days in any 12 month period. (Please refer to Section I, paragraph (b) for further rules governing Guests.)
- (5)** Guests are to be registered with the Manager or a member of the Board, either in writing or by e-mail, including the name of the guest, their age, and their intended length of stay.
- (6)** Residents that require continuing care of a caregiver must provide a medical opinion to the Board demonstrating the residents need for a caregiver pursuant to the Federal and Florida Fair Housing Acts.
- (7)** There is no age restriction on Unit ownership.

(b) AGE RESTRICTION AND OCCUPANTS

(1) OCCUPANTS TO BE AGE 55 OR OLDER

It is intended that all units will be occupied by one or more persons who are age 55 or older. For a married couple occupying a unit, one spouse is required to be age 55 or older, while the other spouse may be less than age 55 but not less than age 45. (CD 12.11 as amended)

I.(b)

(2) AGE VERIFICATION OF OCCUPANTS

From time to time, the Board may request written verification of the age or date of birth for each occupant of all units in order to comply with the laws related to age restricted communities.

(3) GUESTS UNDER AGE FIFTY-FIVE

Guests under the age of fifty-five are limited to a two-week period no more than three times in any twelve consecutive months. Such guests are to be registered on a form provided by the Manager.

(4) GUESTS OVER AGE FIFTY-FIVE

Guests over the age of fifty-five who aren't family members of the owner, lessee or tenant are permitted for a period of up to 90 days in any 12 consecutive months. Such guests are to be registered on a form provided by the Manager.

(5) GUESTS OF ABSENT OWNER OR TENANT

Guests who occupy a unit in the absence of the owner, lessee or tenant must be registered by the unit owner, lessee or tenant at the Association office. Such guests are to be registered on a form provided by the Manager. Registration may be accomplished by e-mail. (See Section X of these Rules & Regulations)

(6) OCCUPANTS WITH HEALTH ISSUES

The Board requests that occupants of any unit who have a significant health problem inform the Board and Manager of same. This will permit the Board to react more quickly if a medical emergency occurs.

(c) LAWFUL USE

No immoral, improper, offensive, or unlawful use shall be made of the condominium property and its units. (CD 12.4)

I.

(d) NUISANCE

No nuisance shall be allowed upon the condominium property or within a unit that constitutes a source of annoyance to other residents. (CD 12.3)

(e) UNITS AND UNIT MAINTENANCE

(1) UNIT INTERIORS

Unit owners, lessees and tenants shall maintain the interior of their units in a good condition. Unit owners are responsible for compliance with this rule.

(2) NO RENOVATION OF COMMON ELEMENTS

Unit owners shall not perform renovations that will adversely affect the safety and soundness of the Common Elements. In this connection, no alterations shall be made to the load-bearing wall of a unit without the prior written approval of the Association. No other changes or modifications shall be made to the Common Elements without the prior approval of the Board.

(3) TURNING OFF WATER Units that are to be unoccupied for more than three days must have the water turned off at the main water valve in the unit.

(4) AIR CONDITIONER SAFETY SHUTOFF

A working air conditioner in a unit must have a safety switch that turns the air conditioning unit off if water backs up in the condensate water tray.

(5) RIGHTS OF OTHERS

Maintenance, repair, and replacement of all portions of a unit must be done without disturbing the rights (safety, access, entry, exit & etc.) of other unit owners. (CD 7.1(b)(1))

I.(e)

(6) MOVING PERIOD

Owners or tenants who are moving into, or out of a unit shall not commence the move before 8:00 am, and must not extend the move past 5:00 pm. Elevator doors must not be blocked in the open position. Any damage resulting from this activity will be assessed against the owner.

(7) HEAVY FURNITURE AND APPLIANCES

When moving heavy furniture and appliances, unit owners will be held accountable for damage to the elevators and balcony/walkway carpeting.

(8) NOISE NUISANCE

Work or use of equipment that produces nuisance noise shall not commence before 8:00 am, and must cease at 5:00 pm. This rule applies to owners, lessees, tenants, contractors, employees and unpaid labor.

(9) DEPOSIT FOR MOVING INTO OR OUT OF A UNIT

Unit Owners, lessees or Tenants may not move into or out of a Unit without first depositing an amount of \$100 with the Association. If all rules and regulations are complied with and no damage to the Common Elements is evident, the deposit will be returned. Any damage to the Common Elements, and all labor provided by the Association (breaking down boxes, etc.) will be deducted from the deposit. If the deposit amount is insufficient to cover the Association's costs an additional charge will be assessed against the Owner.

I.(e)

(10) CHARCOAL GRILLS NOT PERMITTED

Charcoal grills are not permitted inside any unit, or on the balcony walkway, any patio or anywhere else on the Common Elements. This prohibition also applies to personal gas grills. The Association provides gas grills for use on the Clubhouse and Lake Patios

(11) DISPOSAL OF TRASH AND UNWANTED ITEMS

(a) DISPOSAL OF RECYCLABLE MATERIAL

Recyclable materials are to be put in the provided recycle bins.

(b) DISPOSAL OF BOXES

Cardboard boxes, regardless of size, must be broken down before being placed in the recycle bins.

(c) DISPOSAL OF CARPETING AND TILE

Discarded carpeting and tile must not be placed in the dumpsters. The contractor, installer, owner, lessee or tenant at his/her expense must remove these materials.

(d) MEDICAL WASTE

Needles, used bandages, and other medical waste must not be placed in the dumpsters.

(12) UNIT KEY

Unit owners must provide keys for entry to the unit to the Association Manager in the event that an emergency arises. These keys will be secured in the Association office safe.

I.

(f) LEASING OF UNITS

(1) No unit shall be leased or rented during the first three years of ownership. For this purpose, change in unit title to the surviving spouse or child(ren) of a married couple (or parent) shall not be considered to be a change in ownership. (CD 12.5 as amended)

(2) No unit shall be leased or rented to a couple unless one of the spouses is at least age 55. The other spouse must be at least age 45. (CD 12.1 as amended)

(3) No unit shall be leased or rented to an individual or a family unless all individuals and family members intending to occupy the unit are at least age 55 (other than the spouse of the lessee, who must be at least 45). (CD 12.1 as amended)

(4) The lessee or tenant must register all occupants of the unit not named in the lease document with the Manager or a member of the Board, on a form provided by the Manager. All such occupants must be at least age 55.

(5) All leases are to be approved by the Board. In the absence of such approval, no lessee or intended lessee, tenant or guest may occupy any unit unless the Board shall have given its prior written consent. (CD 13.3(b))

(6) A current copy of each lease is to be filed with the Manager by the unit owner.

(7) All leases must include the names and year of birth of each person intended to occupy the unit (so that the Board can verify adherence to the community age restrictions).

I.(f)

- (8)** Failure to comply with the rules relating to leases, lessees and tenants results in the lease becoming null and void, and may (at the discretion of the Board) result in a fine to the unit owner, or termination of the lease.
- (9)** It is preferred that leases will be long term in nature, meaning terms of one year or more. The Board may question leases for shorter periods. Leases of less than 30 days are prohibited. (CD 12.5)
- (10)** Sub-leases are not permitted.

(g) TENANTS SUBJECT TO RULES

Tenants are subject to the terms of the Condominium Documents and the rules and regulations adopted by the Association. (CD 12.5)

(h) TERMINATION OF LEASE

If a tenant fails to abide by the terms of the Condominium Documents and the rules and regulations adopted by the Association, the Association may terminate the lease. (CD 12.5)

(i) RULES APPLY TO GUESTS

Owners, Lessees and Tenants are responsible for informing their Guests of the Association's rules and regulations, and for their adherence to those rules and regulations. A violation of the rules and regulations by a Guest will be treated in the same manner as a violation by the Owner, Lessee or Tenant.

I.

(j) BALCONY/WALKWAYS/EXTERIOR OF UNITS/ COMMON ELEMENTS

- (1)** No chairs, blankets, towels or other items or materials may be left on the balcony/walkway/railings or Common Elements when not in use. See also Section VI (a) of these Rules and Regulations.
- (2)** Nothing may be thrown or disposed of from the balcony/walkways.
- (3)** Rugs, blankets, bed covers, etc., must not be shaken over the balcony/walkway railings.
- (4)** Grocery carts must be returned to their storage area after use.
- (5)** No decorations, flags, signs, banners, bunting, wind chimes or the like are permitted on the exterior of a unit at any time. Front doors may have modest decorations inside the screen door only.
- (6)** Doormats are prohibited on the balcony/walkway.
- (7)** Any decoration of the Common Elements must have the prior approval of the Board. See also Section VI (b) of these Rules and Regulations.

II. CLUBHOUSE, POOL AND JACUZZI

(a) USE OF CLUBHOUSE

- (1)** The Clubhouse is for the personal use of any Owner, Lessee, Tenant or their Family or Guest(s). No commercial use is intended or permitted.

II.(a)

(2) Users of Clubhouse and its contents are responsible for returning it to a clean and proper order. This includes cleanliness of all surfaces, return of furniture to the appropriate placement (as found or normally placed), appliances turned off, and air conditioning set to 78. Trash is to be deposited in the container provided.

(3) The Clubhouse is not for the use of any External Organization of any kind at any time. An “External Organization” is any group not composed primarily of Owners, Lessees or Tenants (including family members).

(4) The Clubhouse or Pool Patio may be reserved for larger groups of family or special occasions by contacting the Manager. Such use is limited to one event per day, first come, first served (as to reservations).

(5) Guests of Owners, Lessees or Tenants who are *less* than sixteen years of age must be accompanied by, and supervised by, the Owner, Lessee or Tenant when using the Clubhouse. Guests who are sixteen to twenty-one years of age must be accompanied by the Unit Owner, Lessee or Tenant, or another Owner, Lessee or Tenant who agrees to assume responsibility for them while they use the Clubhouse.

(6) Appropriate apparel, including footwear and swimwear cover-up are required in the Clubhouse. This rule does not apply to the outside entry to the washrooms.

(7) Always empty the clubhouse trash container at the end of your use by taking it to the dumpster.

II.

(b) COOKING GRILLS

(1) Gas Cooking Grills (barbecues) may only be used in the patio areas between the clubhouse and the pool, and by the lake at the end of Building A parking area.

(2) Grills are to be turned off after use. For safety, the propane tank valve is to be turned off after use.

(3) Community grills are to be cleaned by the user, and left in a clean and orderly condition for the next user. This includes any Community owned cooking utensils or cookware used.

(4) Community grills are not to be moved without the permission of the Manager or the Board.

(c) USE OF POOL AND JACUZZI

Owners, Lessees, Tenants and Guests may use the pool and Jacuzzi during open hours **AT THEIR OWN RISK**. Use of the pool or Jacuzzi during other hours is prohibited.

(1) NO LIFEGUARD

There is no lifeguard provided. Anyone using the pool or Jacuzzi does so **AT THEIR OWN RISK**.

(2) POOL CLOSING

The Pool is closed whenever the pool cover is in place. The pool area shall be kept inaccessible to unauthorized persons during this period.

II.(c)

(3) POOL USE BY GUESTS

Guests of Owners, Lessees or Tenants who are *less* than sixteen years of age must be accompanied by, and supervised by, their Parent or Guardian, or the Unit Owner, Lessee or Tenant when using the pool or Jacuzzi. Guests who are sixteen to twenty-one years of age must be accompanied by their Parent or Guardian, or the Unit Owner, Lessee or Tenant, or another Unit Owner, Lessee or Tenant who agrees to assume responsibility for them while they use the pool or Jacuzzi.

(4) APPROPRIATE SWIMWEAR

Pool and Jacuzzi users must wear appropriate swimwear.

(5) NO NUDITY

Nudity or partial nudity is prohibited in the pool, pool area or anywhere on the condominium grounds

(6) GLASSWARE

Glassware is not permitted on the pool deck or clubhouse patio.

(7) SUN BLOCK AND TANNING LOTIONS

Sun block and tanning lotions must be washed off or showered off before entering the pool or Jacuzzi

(8) RAFTS

Rafts are not permitted in the pool.

(9) OFFENSIVE BEHAVIOR

Running, jumping, horseplay or other offensive behavior is not permitted.

(10) BALL PLAYING

Ball playing is not permitted in the pool area.

II.(c)

(11) DIVING

Diving is not permitted.

(12) LOUNGE PROTECTION

A beach towel or other adequate covering must be placed on the lounges before using them.

(13) FOOD

Food must not be consumed on the pool deck. Food may be consumed on the Clubhouse patio or under the gazebo, but all associated refuse must be collected and deposited in the container provided.

(14) CHILDREN IN DIAPERS.

Only potty trained children and children wearing appropriate swimmer diapers are allowed in the pool.

(15) CHILDREN IN JACUZZI

Children under 10 years of age are not permitted in the Jacuzzi

III. BOARD OF DIRECTORS

(a) NOTICE OF MEETINGS

Notice of meetings of the Board of Directors shall be posted on the bulletin board located on the clubhouse south wall (between the unit mail boxes and the washrooms), on the building bulletin boards and on the elevator bulletin boards.

(b) PARTICIPATION AT MEETINGS

Association members may participate at Board meetings with reference to indicated agenda items; with the exception of owners that are delinquent in their maintenance fees or have fines or liens outstanding on their units.

III.

(c) POWERS

Among the powers granted to the Board of Directors are the following:

(1) ASSESSMENTS

Each year the Board will determine the cost of maintaining the common elements and other costs borne by the association, prepare a budget for the ensuing year, and inform the owners of their allocated share of those costs, in preparation for the owners to vote on their acceptance of those costs. Once approved by the owners, the assessments (sometimes referred to as monthly maintenance fees) will be collected by the Association Manager.

(2) INTEREST ON OVERDUE ASSESSMENTS

Assessments not paid on or before 5 days after the date when due shall bear interest at the rate of 18 percent per annum from the date when due until paid. (CD 8.2(a))

(3) LIENS AGAINST UNIT

The Association shall have a lien against each unit for any unpaid assessments, including interest and attorneys' fees. (CD 8.2(b))

(4) SUE TO RECOVER

The Association may sue to recover money owing from unpaid assessments. (CD 8.2(b))

(5) BOARD APPROVAL REQUIRED FOR SALE

A Unit Owner intending to Sell a unit shall notify the Association of such intent. (CD 13.2 (a)(2))

(6) BOARD APPROVAL REQUIRED FOR LEASE

A Unit Owner intending to Lease a unit shall notify the Association of such intent. (CD 13.2 (a)(2))

III. (c)

(7) BOARD CONSENT MUST BE IN WRITING

No Unit Owner may acquire or dispose of any Unit by sale, lease, etc., without the written consent of the Association. (CD 13.1)

IV. GENERAL

(a) TERMITE AND PEST CONTROL

- (1)** It is recommended that purchasers of a condominium unit have a termite inspection carried out prior to taking possession of the unit.
- (2)** It is also recommended the unit owners or tenants secure the services of an exterminator on a monthly basis to control other insects and pests.

(b) FLOORING

Prior to the installation of non-carpet flooring in the 2nd, 3rd or 4th floor units (tile, wood, etc.), a noise suppression material must be applied before installing the flooring. (Does not apply to 1st floor units.)

(c) SMOKING

Smoking is not permitted on condominium property (either inside the buildings or on the grounds). (CD 12.2 as amended)

(d) NO NUDITY

Nudity is not permitted anywhere on the Common Elements.

(e) WATERBEDS

Waterbeds are not permitted in any Unit of either Building “A” or Building “B.”

IV.

(f) BULK COMMUNICATION MATERIAL

Bulk communication, written, typed or printed, cannot be hand delivered to the Unit owners, or left at a Unit Owner's door by residents of the condominium or their surrogates. All material of this kind must be sent out to the Owners by first class mail.

Material hand delivered by the Association is exempt.

(g) INSPECTION OF UNOCCUPIED UNITS

- (1)** It is recommended that arrangements be made by the unit owner to have their units inspected at least monthly if the unit is to be unoccupied for more than one month to verify all-is well.
- (2)** The Board may provide Inspection Service for a unit that is to be unoccupied for one month or more at a monthly fee that is determined by the Board.

(h) INSURANCE

It is recommended that unit owners have insurance coverage on their units.

V. COMMON ELEMENTS

(a) LANDSCAPING MAINTENANCE

Trees, shrubbery, plants, and grass planting and maintenance are the responsibility of the Association. No owner or tenant may add, remove, cut or trim trees, shrubbery, or plants without the approval of the Association.

V.

(b) ROOF AREA

The roof area on both buildings is considered to be a restricted area. Access to the roof will be permitted for roof maintenance, and for repairs or replacement of electrical or mechanical equipment for the units.

(c) PROHIBITED ACTIVITIES ON BALCONIES

The balcony/walkways may not be used as a workshop area for contractors, service personnel, owners and tenants. Contractors and maintenance personnel hired by the Association for work related to the Common Elements are excepted.

(d) NOTICES ON BULLETIN BOARDS

Notices of every kind and description prepared by, or approved by the Association must not be removed from the bulletin boards during their valid period. They must not be vandalized, marked over, or altered in any manner.

(e) ELEVATOR AREA STORAGE

All items stored in this area must be placed in the cubicle allocated to the Unit. Any item that does not fit into a Unit's allocated and numbered storage space cannot be stored in the Elevator Area Storage. The open floor space must remain free and clear.

(f) NEGLIGENCE

A unit owner shall be liable for the expense of any maintenance, repair, or replacement caused by his/her negligence or by that of any member of his/her family or his/her/their guests, employees, agents or lessee. (CD 16.1)

V.

(g) FAILURE TO COMPLY

In any proceeding arising from a failure of a unit owner to comply with the terms of the Condominium Documents and the Rules and Regulations adopted by the Association, costs of the proceedings and attorneys' fees may be recovered. (CD 12.2)

VI. COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

(a) USE

The Common Elements and the Limited Common Elements shall be used only for the purposes for which they are intended. (CD 6.2(a))

(b) NO MODIFICATION

A unit owner, lessee or tenant shall not modify, alter, paint, or otherwise decorate or change the appearance, décor, or demeanor of any portion of the common elements of the condominium property. (CD 7.1(b)(2))

(c) INSURANCE

No unit owner shall permit any use of a unit or make use of the Common Elements in a way that will increase the cost of the insurance upon the condominium property. The owner shall pay any increase on insurance premiums caused by an owner's use or misuse. (CD 12.3)

(d) PARKING SPACES AND VEHICLES

(1) HEAD-IN PARKING

All vehicles must be parked between the painted lines, head-in.

VI.(d)

(2) OVERNIGHT PARKING BY GUESTS

Overnight guest parking requires a guest permit to be displayed on the front window dash of the vehicle.

(3) TRANSFER OF ASSIGNED PARKING SPACE

A unit owner shall not transfer or assign the use of the designated parking space (a limited common element) except in connection with the sale of the unit. (CD 6.2(a))

(4) TEMPORARY EXCHANGE OF PARKING SPACES

When two owners wish to temporarily exchange parking spaces, a written agreement must be prepared and a copy provided to the Association.

(5) NO TRUCKS OR COMMERCIAL VEHICLES

No trucks or commercial vehicles shall be parked in any parking space without the approval of the Association. (CD 12.7)

(6) VANS

Only vans used as a primary family vehicle may be parked in a parking space without the approval of the Association. (CD 12.7)

(7) DELIVERY VEHICLES

Delivery vehicles may park temporarily to make deliveries. (CD 12.7)

(8) CAMPERS, RVs AND BOAT TRAILERS

Campers, recreational vehicles and boat trailers may be parked temporarily for a period not to exceed three days. Thereafter, Association approval is required. (CD 12.7)

VI.(d)

(9) MOTORCYCLES

Only Motorcycles equipped with a “quiet” muffler that has been approved by the Association may be parked on the Condominium grounds. Motorcycles must be parked in assigned parking spaces.

(10) VEHICLE LICENSING

All vehicles parked on the Common Elements must have a current vehicle license and /or tag.

(11) ONE VEHICLE PER SPACE

Only one vehicle is permitted in each assigned parking space.

(12) VEHICLE REPAIRS ARE PROHIBITED

Vehicle repairs or oil changes are not permitted on the condominium property.

(13) BICYCLE STORAGE

Bicycles may not be stored, stationed, or parked in the stairwells or parking areas. They must be stored, stationed, parked in the bicycle racks provided or in the Owner’s Unit.

VII. PETS

(1) Unit owners, lessees, tenants, occupants and guests are not allowed to have pets anywhere on the common elements or the individual units. (CD 12.10 as amended)

(2) Certified Service Animals are permitted.

VIII. SIGNS

No “For Sale” or “For Rent” signs or other displays or advertising shall be posted on any part of the Common Elements or Units, except for bulletin board notices on 3” x 5” cards that are approved by the Manager before posting. Such notices are to be prepared by owners, and may not refer to any person or agent, but may show a phone number. (CD 12.6)

IX. PRECEDENCE

This booklet of Rules and Regulations is provided to serve as a ready reference for owners and tenants. It has been carefully written and reviewed. However, in any case where there is a conflict between these Rules and Regulations and the written Declaration of Condominium, the Declaration of Condominium will prevail. Anyone with questions or requesting clarification of these Rules and Regulations should direct their inquiry to the office of the Association.

X. HOW TO CONTACT THE ASSOCIATION

Phone or Fax: (727) 593 – 1390

E-mail: weivlargo@hotmail.com

Mailing Address:

Water’s Edge IV Condominium Association
Office A & B
11485 Oakhurst Road
Largo, FL 33774

NOTES

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