

RULES AND REGULATIONS
FOR
WATERVIEW ESTATES HOMEOWNERS ASSOCIATION
Effective January 1, 2018

1. All Rules and Regulations and Board of Directors' policies for Waterview Estates apply to all homeowners, guests, renters and lessees.
2. Any complaint concerning Rule violations shall be written and forwarded to the Association or presented to the Board of Directors.
3. No owner, guest, renter or lessee shall create or permit any disturbance, annoyance, or nuisance that will interfere with the rights, comforts or convenience of others. This includes but is not limited to loud music, construction on weekends and evenings, and overcrowded gatherings.
4. A pet shall mean any domestic animal as is typically permitted to be kept in a residential community by the laws of the United States of America, the State of Florida, the County of Palm Beach, or the Village of Palm Springs (i.e. dogs, cats, etc.). No unit owner/resident shall be allowed to run breeding facility/business from their premises (licensed or not). Anyone wishing to have an exotic type of pet must first receive written permission from the Board prior to obtain such type of animal.

The Association may require nuisance pets be removed by pet unit owner after one (1) notice to the unit owner requesting compliance with violation. Nuisance shall be reasonably determined by the Board of Directors. If an owner fails to remove the nuisance pet and the Association is required to take legal action to seek removal of nuisance pet, the unit owner shall be responsible to pay all legal fees and costs incurred by the Association, whether or not a lawsuit is filed.

(a) Units shall be limited to four (4) animals total, and limit of two (2) of the four(4) being dogs, per unit.

(b) Pets when not confined to the unit property (i.e. fenced in courtyard or patio) shall be on a leash companied by the owner of the pet. The UNIT OWNER shall be fined \$100.00 per documented violation. Two (2) documented violations of this rule shall result in permanent expulsion of the pet from Waterview Estates. If the Association must take any legal action to remove the pet, the UNIT OWNER shall be responsible to pay all legal fees and costs incurred, whether or not a lawsuit is filed.

(c) Pet owners shall be responsible for removal of all pet(s)' waste from common grounds/Association property. The UNIT OWNER shall be fined \$100.00 per documented violation. Two (2) documented violations of this rule shall result in permanent expulsion of the pet from Waterview Estates. If the Association must take any legal action to remove the pet, the UNIT OWNER shall be responsible to pay all legal fees and costs incurred, whether or not a lawsuit is filed.

5. (a) Garbage must be placed in the garbage dumpsters furnished. All waste shall be in plastic bags and tied securely before being placed in the dumpster. Garbage includes kitchen waste: anything used in the preparation of food, plus food containers and wrappers (those that cannot be recycled, i.e. items purchased at a grocery store not recyclable). Anyone caught

dumping non-waste items specified or bulk items will be fined \$100.00 per item or incident along with any necessary disposal fees.

(b) The Village provides yellow and blue recycling bins located next to the dumpsters. Yellow is for paper and blue is for commingled items.

(c) Village of Palm Springs will no longer pick up bulk construction debris. Do not put any construction debris in the bulk dump area or garbage dumpsters. This includes but not limited to: Glass mirror or doors, tires, paint, fences, plywood, drywall, cement, tiles, wood or metal studs, and cabinets. Any resident or contractor caught putting construction debris in the bulk dump area or garbage dumpsters will be in violation and must have it removed or be fined \$100.00 per day for every day it remains including the cost to the Association for removal of the material should the Association have to have it removed.

(d) Yard waste, tree trimmings and/or branches/stumps **may not be placed in dumpsters** and no landscape debris shall be left curbside or in parking stalls. Any tree debris must smaller than 4 feet in length or must be bagged and removed by resident or resident's contractor. Palm fronds larger than 8 feet in length must be reduced in size to accommodate disposal. Any unit violating this section shall be fined \$100.00 per incident as well as additional disposal fees as necessary.

(d) White goods only may be placed in the bulk dump area. White goods: i.e., stoves, dryers, water heaters, large furniture, refrigerators, mattresses, toilets, etc. NO GLASS OR MIRRORED ITEMS ALLOWED.

(e) Under no circumstances shall bio-hazardous human or medical waste be disposed of in anywhere on the premises. Anyone caught disposing of any such bio-hazardous waste shall be fined \$100.00 per item.

(f) Anyone caught littering on Association property will be fined \$100.00 per violation.

6. Barbeque cookers usage shall be confined to patio or courtyard only. Residents who leave barbeques outside patio or courtyard area will be given 24 hour notice to move them back inside patio or courtyard. If not moved at end of 24 hours period and then fined \$100.00 per day until removed.

7. No clothes, rugs or similar articles shall be visibly hung on balconies or over fences for any purpose whatsoever. Any clothes lines must be inside the unit courtyard or patio and not visible to the public view. All violations will be fined \$100.00 per day until removed.

8. Bicycles, toys, lawn furniture, storage containers, or clutter shall not be left outside courtyards at any time. Such articles must be stored within the unit. Residents who leave these items outside their patio or courtyard will be given 24 hour notice to move them. If not removed at the end of the 24 hours period then a fine of \$100.00 per day shall be imposed until removed.

9. Recreational activities shall be restricted to areas designated by the Board of Directors (i.e. the basketball court, tennis court, and swimming pool, clubhouse, and grass areas). All recreational areas are open sun up to sun down. No recreational activity on the roadways; bicyclists and pedestrians must follow normal traffic pattern and laws.

10. Homeowners shall be responsible to the Association for any damage to common areas by guests, renters, or lessees, their children or pets. Homeowners shall be liable for charges for damage along with any reasonable costs to the Association, including but not limited to charges for recovery of attorneys' fees involved in enforcement.

11. Pool and clubhouse rules shall be adhered to. **Rules are posted at the pool.**

(a) Use of the pool and patio area is restricted to daylight hours only. The pool and patio area shall be locked at night. However, if the clubhouse is reserved for a

function, the Board of Directors may allow access from the clubhouse to the restrooms only.

- (b) Pool keys are issued to the homeowner only. Homeowners and/or lessees are not to lend out or loan out their pool keys to anyone (even another Waterview resident). Anyone violation this must surrender their key to the Board for a period of time to be determined by the Board of Directors. Repeat violations will result in losing key privilege permanently.

12. Appropriate attire must be worn at pool area at all times, NO ALCOHOL OR GLASS CONTAINERS shall be allowed in pool area. Inappropriate use of the facilities can result in expulsion and suspension of use rights/surrender of key to area.

13. Adult key holder is limited to 4 guests per unit in the swimming pool area and must be accompanied at all times by the adult key holder. Violators will be fined \$100.00 per person for each person over limit.

14. No non-licensed motorized "scooters" are allowed in Waterview Estates. Violators will be fined and/or reported to Palm Springs Police Department.

15. Boats, trailers, motor homes, trucks with a carrying capacity of one ton or over, and unlicensed or inoperable vehicles parked overnight will be towed without notice at expense of vehicle owner.

16. Registered residents shall park their vehicles in their designated parking spaces **only**. Guests shall park their vehicles in the unit's designated parking space or a guest space only for no more than 72 hours without a guest parking pass being issued. Vehicles are not to be parked on the grass, roadway, and in other unit's designated parking spaces, or any other areas.

- (a) Parking is limited to two (2) registered vehicles per unit only. Parking decals for homeowners and renters/lessees will be issued and violators will be towed at the vehicle owner's expense.
- (b) Residents with additional vehicles will be required to lease assigned parking space for an annual fee. These additional vehicles may not use unit or guest parking spaces – must use assigned space only. Tenants wishing to lease additional parking must do so through unit owner/landlord.
- (c) No vehicle shall exceed the dimensions of the parking space. It must fit between the yellow/white lines at all times. No vehicle or its contents may protrude onto the walkway and/or sidewalk or driveway and/or roadway.
- (d) Unsightly vehicles, as determined by Board of Directors, shall be given notice to repair or remove within 48 hours or towing will commence.
- (e) Motorcycles are to be parked or stored on unit patio and will not require parking decal if parked or parked/stored in this manner.

18. Unauthorized or improperly parked vehicles or items will be towed away at the vehicle owner's expense after 48 hours from vehicle receiving warning sticker.

19. Absolutely no vehicles, boats, moving vans/trucks, motor homes, trailers, or the like are allowed to be driven and/or towed onto the sidewalks and/or grass for any reason whatsoever (i.e. washing, loading, unloading, etc.). Violators will be fined \$100.00 and the offending vehicle towed at the vehicle owner's expense without warning. In addition to the fine any costs of repair to any damage to any common property will also be assessed.

20. Absolutely NO maintenance and/or vehicle repairs (i.e. oil changes, tire changes, flushing of radiators, engine/transmission replacement, and the like) are to be made on Waterview property. You must make arrangements to have your vehicle maintained and/or repaired at an appropriate facility that has the appropriate disposal capabilities for hazardous materials. Violators of this Rule will be fined \$100.00 per day.
21. No swimming is allowed in Lake Waterview at any time. This includes pets as well as people.
22. Boats may be moored only in areas designated by the Board of Directors and shall not be stored or placed on the grass or common areas. Any boats placed on the grass or common areas will be removed at the owners' expense. Boats that are moored must be secured and stored in the homeowners property during tropical storms and hurricanes.
23. Gasoline powered outboard motors and inflatable watercraft are prohibited in Lake Waterview. Electric trolling motors may be used.
24. Persons employed by the Association to perform maintenance in Waterview Estates receive direction from the Board of Directors only. Residents shall not instruct the maintenance person. Requests for maintenance and/or complaints shall be made either via the hot line or in writing to the Board of Directors or the management company.
25. No signs are allowed on common property of Waterview Estates. This includes "For Sale" signs, "Garage Sale" signs, "Yard Sale" signs, "Moving Sale" signs, etc. The common property of Waterview Estates includes but is not limited to the front entry area by Davis Road, the fencing surrounding the garbage dumpsters, the grassy area along the outer fence, the numeric sign with the unit numbers etc. You may post For Sale or For Rent signs on your fence/gate and they must be no larger than 24x24 in size. All residents are welcome to post flyers on the community bulletin board.
26. THE POSTED SPEED LIMIT THROUGHOUT WATerview ESTATES IS 20MPH. ALL RESIDENTS AND GUESTS OF WATerview ESTATES ARE TO OBEY THE POSTED SPEED LIMIT. TRAFFIC CONTROL DEVICES SUCH AS STOP SIGNS MUST BE OBEYED. FAILURE TO DO SO WILL RESULT IN A FINE OF \$100.00 PER INCIDENT.
27. In addition to the foregoing all homeowners, renters and lessees of a dwelling in Waterview Estates shall abide by the provisions of the protective covenants and restrictions for Waterview Estates, and the Articles of Incorporation and Bylaws of Waterview Estates Homeowners Association Inc.
28. Any exceptions to the above Rules require written approval by the Board of Directors of Waterview Estates.
29. Any violations of the before mentioned Rules and Regulations will result in a violation notice being mailed to the unit owner. Failure to correct the stated violation within 30 days of notice will result in a fine being issued and a hearing being scheduled with the fines committee. Any fines assessed can become a lien against the property.

Signature: _____

Date: _____