

RULES AND REGULATIONS
OF
WATERSIDE VILLAGE OF PALM BEACH
CONDOMINIUM ASSOCIATION, INC.

The Board of Directors has adopted the Rules and Regulations pursuant to Article 5(E) of the By-Laws and the provisions of the Articles of Incorporation and the Amended and Restated Declaration of Condominium (“Declaration of Condominium”). The Rules and Regulations are designed to ensure the welfare, safety and enjoyment of the occupants of Waterside Village and to maintain the physical attractiveness of the community. The Board of Directors has given the Waterside Village Manager the responsibility to enforce the Rules and Regulations and to report repeated violations to the Board of Directors. Owners shall be responsible to ensure that they, as well as all family members, roommates, guests, tenants, visitors, invitees and licensees, comply with the provisions of the Rules and Regulations.

The Board of Directors
April 4, 2017

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1. DEFINITIONS

1.1 “Building” means a building on the Association Property.

1.2 “Common Facilities” or “Amenities” shall include, but not be limited to, the main office, clubhouse, stairways, swimming pool and spa areas, tennis courts, shuffle board, petanque, motorcycle pad, meter rooms and service area.

1.3 “Management Office” is the unit located at 132 Waterside Drive, Hypoluxo, FL, 33462, in building 1.

1.4 “Manager” means the Property Manager hired by the Association.

1.5 “Guest” is defined in section 16.7 of the Declaration of Condominium. For further clarity, “Guest” means a person who stays overnight or longer with the permission of a Unit Owner in circumstances where the Unit Owner is not present and no financial transaction for the use of the Unit has occurred or will occur.

1.6 “Visitor” is defined in section 16.5 of the Declaration of Condominium. For further clarity, “Visitor” means a person visiting for a short period of time (a maximum of 30 days) in the presence of a Unit Owner, Guest or Tenant.

1.7 “Tenant” means a person or persons occupying a unit for a fixed period of time in exchange for providing some form of consideration to the Unit Owner.

1.8 “Resident” means a Unit Owner, Family Member, Visitor, Roommate, Guest or Tenant who is occupying a Unit in accordance with the provisions of section 16 of the Declaration of Condominium and the Rules and Regulations.

1.9 All other words or expressions that are capitalized in the Rules and Regulations shall have the same meaning as their definitions in section 2 of the Declaration of Condominium.

2. KEYS

By virtue of chapter 718 of the Florida Condominium Act, the Association has the irrevocable right of access to each Unit during reasonable hours when necessary for the maintenance, repair or replacement of any Common Elements or of any portion of a Unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the common elements or to a Unit or Units. In order to facilitate this access, all Unit Owners must provide the Management Office with two (2) complete sets of working keys to their Unit, including keys for any assigned storage lockers and entrance glass door. If a working key is not provided and the Association is required to force entry into a Unit in the absence of the Resident, the Association shall not be responsible for any damages which could have been prevented had a key been provided.

If a locksmith is required in order to open a door in an emergency situation and the Management Office has no keys to the Unit, the cost of the locksmith will be charged to the Unit Owner, together with an additional administrative fee of \$35.00.

3. SALE OF A UNIT

Owners intending to sell or lease their Units must comply with the provisions in section 17 of the Declaration of Condominium. In the event of a sale, section 17.2 states, in part, that the Unit Owner shall notify the Board of Directors of the Association, in writing and at least 30 days prior to the sale, of the name and address of the person to whom the proposed sale is to be made and furnish such other information as may be required by the Board of Directors, including but not limited to the offer or contract submitted by the prospective buyer.

No sale can be completed before the prospective buyer submits the applicable screening forms and receives approval from the appropriate committee of the Board of Directors.

The following Rules also apply:

3.1 Management, employees, directors and officers of the Association are prohibited from selling or leasing a unit on behalf of a Unit Owner.

3.2 A Unit Owner must inform the Manager that a Unit is for sale and advise, in advance, when real estate brokers or agents will be entering the Association Property for the purpose of showing the Unit. In addition, the Owner must complete and file in advance the required form (Form W-20) to permit real estate brokers or agents to enter the Association Property.

3.3 Open houses or a public invitation showing of a Unit may be held only with the prior written authorization of the Board of Directors or Manager. The costs of any additional security or parking arrangements necessitated by the open house or public invitation showing shall be determined in advance and shall be paid by the Unit Owner. No on-site sales auctions are permitted.

3.4 Unit Owners must ensure that all brokers and agents exhibit conduct that is, at all times, in compliance with these Rules and Regulations and the provisions of the governing documents of the Association.

3.5 The Association shall have the right to refuse to give written approval to any sale or transfer of a Unit, until all amounts owed in relation to the Unit are paid in full in advance or at the closing date by the title company.

3.6 The Association requires that the purchaser of a Unit, as part of the financial conditions of the sale, shall make a minimum down payment in the amount of

20% of the total value of the purchase price. This ratio must be maintained if the mortgage conditions are renegotiated following the original transaction terms.

4. LEASE OF A UNIT AND GUEST OCCUPANCY PROVISIONS

4.1 In the case of a lease to a Tenant or occupancy by a Guest, a Unit shall not be occupied without the prior written approval of the Association, which approval shall not be unreasonably withheld.

4.2 Notwithstanding the foregoing, a Unit Owner may, from time to time, permit Guests to occupy his Unit, in his absence and without consideration, subject to the requirement of prior approval by the Association. Such occupancy shall count towards one of the three leases allowed in any 12-month period under section 16.8(b) of the Declaration of Condominium.

4.3 The Association shall have the right to refuse to give written approval to any lease until all assessments owed with respect to that particular Unit are paid in full.

5. SCREENING

All potential purchasers and Residents are subject to screening, as authorized by provisions in the sections 16.5 to 16.8(a) inclusive and 17.2 in the Declaration of Condominium. A reasonable screening fee not to exceed the amount of \$100.00 shall be deposited and delivered to the Association for each applicant, save and except for a husband and wife or parent and dependent child who are considered to be one applicant. The required screening fee shall be paid simultaneously with the giving of notice to the Association of intention to sell or lease. It is understood that no charge shall be made in connection with an extension or renewal of a lease or sublease.

6. INSURANCE

All real or personal property located within the boundaries of the Unit which is excluded from the coverage to be provided by the Association as required by Section 718.111(11) Florida Statutes and the governing documents of the Association is the responsibility of the individual Unit Owner. The insurance of a Unit Owner may include, but not be limited to, all floor, wall and ceiling coverings, electrical fixtures, appliances, an air conditioner and its compressor serving the Unit regardless of its location, heating equipment, water heaters, water filters, built-in cabinets and countertops, windows and window treatments, including curtains, drapes, blinds, hardware and similar window components, doors or replacements of any of the foregoing which are located within the boundaries of a Unit and serve only one Unit. All personal belongings, property and personal liability may also be covered by a Unit Owner's insurance. In addition, a Tenant may also obtain insurance for personal belongings.

7. BALCONIES, PATIOS AND WINDOWS

7.1 No awnings, shade screens or other structures shall be placed on or over a balcony, patio or the exterior face of a window without the prior written approval of the Board.

7.2 The throwing, disposal or dropping of articles or objects from a balcony, patio or window is strictly prohibited.

7.3 All objects within the balcony or patio must be contained within such boundaries. No objects shall be hung from or otherwise protrude beyond the boundary of the Unit.

7.4 The hanging or drying of clothes, beach towels or other items on a balcony, patio or window is prohibited.

7.5 Mops, dusters, floor coverings, rugs or other items shall not be shaken from or otherwise hung from a balcony, patio or window.

7.6 Storage is not permitted in the balcony or patio areas. Patio furniture and plants are permitted.

7.7 The Association provides cable television programming to all Unit Owners. No antenna, aerial, tower, satellite dish or similar structure shall be fastened to or erected on the exterior portions of a Unit, the Limited Common Elements or Common Elements without prior approval of the Board of Directors. An antenna, aerial tower, satellite dish or similar structure shall be installed only in pre-determined areas and nowhere else, in accordance with a procedure approved by the Association.

8. COMMON ELEMENTS AND THEIR USE

8.1 "Common Elements" are defined in section 2.11 of the Declaration of Condominium. Common Elements include the Amenities.

8.2 For their own safety, children under 12 years of age shall be accompanied by and remain under the constant supervision of a responsible adult whenever using the Amenities.

8.3 The use of the Amenities is intended for the enhancement of the Resident's lifestyle. Therefore, the use of these Amenities is limited to Unit Owners, Family Members, Roommates, Tenants, Guests, and Visitors.

8.4 Lawns, small courtyards and parking areas are not for the exclusive use of one individual or group and are also not for playing games that could inconvenience or disturb the enjoyment of those areas for other Residents.

9. SIGNAGE

A Unit Owner shall not display any sign, advertisement or notice of any type on the Common Elements or a Unit, except as may be approved by the Manager.

10. USE AND OCCUPANCY RESTRICTIONS

10.1 No Resident shall do or permit anything to be done in the Unit or have or keep anything that will increase, in any way, risks or the rate of insurance for any building or property kept therein.

10.2 No Resident shall injure in any way, annoy, obstruct or interfere with the rights of other Residents.

10.3 No Resident shall do anything in the Unit which conflicts with the regulations of the Fire Department or is in derogation of the applicable Florida Fire Prevention Code, as may be amended from time to time.

10.4 No Resident shall intentionally do anything on the Association Property which either conflicts with or would cause a claim to be filed with any insurance policy carried by the Association or any other Unit Owner.

10.5 No Resident shall do anything on the Association Property, including with their individual Unit, which conflicts with any of the rules and ordinances of the Board of Health.

10.6 A Resident or his or her invitee, licensee or agent shall not threaten, intimidate or verbally or physically harass another Resident or his or her invitee, licensee or agent, or Board members, employees or contractors of the Association.

11. VEHICLES AND PARKING

Section 16.17 of the Declaration of Condominium is entitled "Parking" and contains provisions concerning the types of vehicles that are permitted and prohibited on the Association Property. Section 16.17 is attached to the Rules and Regulations as Appendix "A" for information and convenience.

11.1 The following provisions shall apply with regard to permitted and prohibited vehicles on the Association Property, including, without limitation, any Limited Common Element parking spaces:

- (a) Only two (2) vehicles are permitted for each Unit. However, the Association may grant an exception. In such a situation, the third vehicle shall use a designated parking space along the reservoir on the east side of the site.

- (b) Only vehicles displaying a decal issued by the Management Office are authorized to park on the Association Property. If a Resident or persons cohabiting in the same Unit own two (2) vehicles, a second parking decal will be issued.
- (c) Parking decals shall be placed in the rear window of the vehicle, on the driver's side. Where the rear window is tinted, the decal can be posted on the side, back window or the windshield on the driver's side.
- (d) Tenants shall register their vehicles with the Management Office for issuance of the required parking decal.
- (e) Guests and Visitors staying at Waterside Village more than 24 hours shall obtain a guest card which must be displayed in the vehicle. The guest card must be obtained from the Management Office.
- (f) Residents shall park their vehicle in the parking space assigned to their Unit. Second vehicles must be parked in guest spaces and display a parking decal.
- (g) From November 15 to April 15, protective covers are allowed only in limited designated parking areas to be determined by the Manager. Between April 15 and November 15, all covered vehicles must be parked alongside the reservoir on the east side of the development. Only suitable protective covers specifically manufactured for the vehicle that is being covered will be allowed.
- (h) A written notice will be given to an owner of a non-authorized vehicle requiring it to be registered within 72 hours or to leave the site. The Association reserves the right to have the vehicle towed at the end of the notice period at the vehicle owner's expense and without any further notice.
- (i) Vehicles may be parked with either the rear or front end facing the concrete parking stoppers.
- (j) No major repair work on vehicles or related mechanical equipment may be performed on Association Property. Vehicle washing with a hose is prohibited.
- (k) Vehicles shall only be parked within the lines of the designated space for the vehicle and shall not be parked in any manner that extends beyond the limits of the parking space or in a manner that

may impede the use of any adjacent parking space or any other portion of the parking lot.

- (l) Parking spaces shall not be used for the storage of any material, items or objects other than authorized vehicles. The Manager may authorize a Resident who is moving or renovating a Unit to place, in a parking space for a short period of time, a container appropriate for moving goods or facilitating storage during renovation.
- (m) A vehicle shall not be placed, left or parked in or upon a parking space, the Common Elements, or any other portion of the Association Property, if it does not have a valid license plate, is not in running condition, or if it, in the reasonable opinion of the Board or the Manager, poses a security risk or physically damages the property of the Association, either by the length of unattended stay or its poor physical condition, including but not limited to fluid leaks, flat tires and body damages. Upon receipt of a notice by the Board or Manager, the person responsible for such a vehicle shall be required to attend to the vehicle and comply with any directives issued by the Board or Manager.
- (n) When a Resident plans to leave Waterside Village for more than one week (seven consecutive days), a key to any vehicle(s) being left on the property must be provided to the Management Office in case an emergency occurs requiring that the vehicle be moved. If a key is not left with the Management Office and an emergency occurs, the vehicle will be towed at the expense of the owner.
- (o) When work is to be performed on the parking lot, including, but not limited to, repaving or repainting the parking lot, vehicles must be removed from the work area or they may be towed at the vehicle owner's expense. The Manager will post the work schedule.
- (p) No motorcycles, scooters or other two-wheeled motorized vehicles.

11.2 Trucks and other commercial vehicles may be parked in designated areas for short periods of time while engaged in making deliveries or service calls or when being used by employees of the Association. However, such trucks shall not be parked on the site overnight without approval from the Manager. Pick-up trucks will be permitted to park on site only if the truck bed is covered with a canvas, vinyl or hard cover available from the manufacturer.

11.3 All vehicles parked on the Association Property contrary to the provisions contained herein shall be subject to being towed in accordance with Section 715.07 of the Florida Statutes, as amended from time to time, at the expense of the owner of the vehicle. Towing shall not be the exclusive remedy available to the Association.

11.4 Notwithstanding anything herein to the contrary, but subject to subparagraph 11.2 above, no vehicle or other device shall be permitted to park on Association Property for reasons other than delivery or service call purposes, if it exceeds the dimensions of the assigned or designated parking space.

12. BICYCLES, ROLLER BLADES AND SKATEBOARDS

12.1 Bicycles must be stored in the bicycle racks provided or in the screened porches and must be locked at all times. Bicycles may not be left on open patios, balconies, walkways or stairs.

12.2 Persons using roller blades, roller skates, bicycles, skateboards or other conveyances with wheels must use caution, adhere to any posted speed limits and respect pedestrians' rights to use the same paths. The use of bicycles, roller skates, roller blades, skateboards and other such conveyances on sidewalks, the shuffleboard courts, tennis courts or around the swimming pool and spa areas is strictly prohibited.

13. FAMILY MEMBERS, ROOMMATES, GUESTS, VISITORS AND TENANTS

13.1 The Unit Owner shall be responsible for ensuring that all Family Members, Roommates, Guests, Visitors and Tenants comply with all provisions of the governing documents and all Rules and Regulations established by the Board from time to time. When an Owner is not present, any other Resident must abide by all of the provisions of the governing documents and all Rules established by the Board from time to time.

13.2 The Unit Owner shall be held responsible for all damage to any property or injury to persons caused by his or her Family Members, Roommates, Guests, Visitors, Tenants, licensees, invitees or agents.

13.3 Residents that use the guest parking spaces must provide their names and vehicle identification to the Management Office and must comply with the parking provisions in section 11 of Rules and Regulations or their vehicles are subject to towing at the vehicle owner's sole cost and expense.

13.4 The Association, its directors, officers, employees or agents shall not be responsible for any personal injury, loss of or damage to personal property during the use of the Common Elements and Amenities by any person. All persons use the Common Elements and Amenities at their own risk.

14. CONDUCT

14.1 Boisterous or disruptive behavior is not permitted at any time in any of the Amenities or on the Common Elements.

14.2 Security personnel, Board members, and the Manager are authorized to enforce the Rules and Regulations on conduct.

15. GARBAGE DISPOSAL

15.1 All garbage must be tied securely and disposed of in the trash compactor.

15.2 Recyclable materials must be placed in the designated recycle bins located at the north side of the garbage container and in compliance with the posted instructions.

15.3 All cardboard, packing material and boxes must be broken down, when appropriate, before being placed in the garbage container or recycling bins.

15.4 All old appliances, furniture and other large items must be removed from the Association Property by the Unit Owner's moving or delivery people or placed in the designated area on the east side of the garbage container.

15.5 Contractors doing any work in a Unit must remove all debris from the Association Property at the end of each day.

16. BARBECUES AND FIREWORKS

16.1 No Unit Owner may store a liquid propane tank anywhere on the Association Property except in the area designated on the east side of the garbage container.

16.2 The use of any fireworks, including sparklers, on the Association Property is strictly prohibited.

16.3 Second floor Units shall only use an electric barbecue on the balcony beside the Unit entrance door. For any other Unit, the use of a gas barbecue must be in accordance with the Florida Fire Prevention Code.

17. STORAGE SPACES

17.1 The storage spaces under the stairways of models "A" and "B" are deemed to be part of the Limited Common Elements, as defined in section 3.5 of the Declaration of Condominium to mean those Common Elements the use of which are reserved to a certain Unit or Units to the exclusion of all other Units. The storage spaces have been assigned in the following manner:

- (a) The larger storage spaces under the stairways are assigned to Units with odd numbers.
- (b) The smaller storage spaces under the stairways are assigned to Units with even numbers.

- (c) In a storage space where there is an electric meter, the second floor Unit will share the space with the first floor Unit. Items shall be stored so as not to interfere with the access to the electric meters in accordance with the Florida Fire Prevention Code.

17.2 No offensive, corrosive, flammable, explosive or pungent materials shall be stored in any storage space.

17.3 All storage spaces, except those with electric meters, shall be kept locked with a lock provided by the Unit Owners. However, the Unit Owner must provide a copy of the key to the Association in order to permit access to the storage space for the purpose of maintaining the Common Elements.

17.4 The maintenance of stored materials, goods or other items of a Resident within a storage space shall be the responsibility of the Unit Owner.

17.5 Storage of any materials, goods or other items in a storage space shall be at the risk of the Resident. By using or permitting any person to use a Unit storage space, the Unit Owner agrees to indemnify and hold the Association harmless from any claims for lost, stolen or damaged articles.

18. ANIMALS AND PETS

Section 16.10 of the Declaration of Condominium is entitled "Pets" and contains provisions governing and restricting pets at Waterside Village. Section 16.10 of the Declaration is appended to the Rules and Regulations as Appendix "B" for information and convenience.

18.1 Any person walking or accompanying a pet on the Association Property shall pick up and properly dispose of any excrements from the pet at all times and without any exception.

18.2 Pets must be on a leash at all times when not within a Unit.

18.3 No breeding of pets within Units shall be permitted.

18.4 No pets are allowed in the clubhouse, swimming pool and spa areas or washrooms.

18.5 No exotic or poisonous pets are allowed in Waterside Village.

18.6 Any resident who wants to claim a pet as a companion must provide the Manager with medical certification justifying such a designation

19. NOISES AND NUISANCE

19.1 Residents and their licensees and agents shall not create or permit any noise that, in the reasonable opinion of the Board or the Manager, unduly disturbs or may disturb the reasonable expectation of comfort and quiet enjoyment of the Common Elements or a Resident in any Unit.

19.2 Devices are prohibited that, in the opinion of the Board, disturb the comfort or quiet enjoyment of the Association Property by any other Resident. Such devices include, but are not limited to, musical instruments, stereos, televisions, radios or other electronic or acoustic devices or noise from pets or vehicles.

19.3 Residents shall not use their Units in a manner that creates a nuisance or unduly disturbs other Residents of the Building. Residents shall also not use the Common Elements or Amenities in a manner that may adversely affect or disturb other Residents or their licensees, invitees or agents.

19.4 No shouting or loud conversations shall take place outside Units or on Association Property, balconies, patios or in Florida rooms after 10:30 p.m. and before 8:00 a.m.

20. PESTS AND VERMIN

20.1 Residents shall not permit any infestation of pests, insects, vermin or rodents to exist at any time in any Unit or assigned storage area.

20.2 Observations of pests, insects, vermin or rodents shall be reported promptly to the Management Office by filing the appropriate work order form.

20.3 In the event the Board determines that a treatment program is necessary for the elimination of any pests, insects, vermin or rodents, or any of them, all Residents shall cooperate fully with management by permitting access to the Unit or storage spaces for the purpose of inspecting and treating the Building, Unit or storage space to eradicate the problem.

21. SWIMMING POOL AND SPA AREAS

21.1 The "swimming pool and spa areas" consist of the swimming pool and deck on the east side of the Association Property and the swimming pool, spa and deck beside the clubhouse.

21.2 The Association, its Board, officers, employees and agents are not responsible for any personal injury, loss of or damage to personal property, howsoever caused, while a person uses the swimming pool and spa areas.

21.3 Use of the swimming pool and spa areas shall be governed by the following rules:

- (a) There is no lifeguard on duty, and the swimming pool and spa areas are unsupervised. Any person using the swimming pool and spa areas does so at his or her own risk.
- (b) For safety reasons, bathers under 12 years of age are not permitted in the swimming pool or spa areas unless accompanied by a parent or a guardian over 18 years of age.
- (c) All persons shall shower before entering a swimming pool or spa.
- (d) An incontinent person or infant wearing a diaper shall not use a swimming pool or spa.
- (e) Polluting the water in the swimming pools or spa in any way, including spitting, spouting of water, blowing the nose either in the swimming pools, spa or on the decks, or otherwise releasing human secretions or excretions, is absolutely prohibited. Additionally, no liquid of any type shall be poured into a swimming pool or the spa, nor shall any food or other materials be thrown into a pool or spa.
- (f) Proper swimming attire, namely garments sold commercially as swimwear, must be worn at the swimming pool and spa areas.
- (g) Persons with shoulder-length or longer hair shall use a bathing cap.
- (h) Running on the decks, diving, splashing, jumping or any form of boisterous or disruptive behavior is absolutely forbidden in or about the swimming pool and spa areas. Persons in the swimming pool and spa areas shall obey the posted regulations at all times.
- (i) No person with a communicable disease or any open sores, lesions or rashes on the skin shall enter the swimming pool and spa areas.
- (j) No pets are permitted in the swimming pool and spa areas.
- (k) No food, alcohol or glass receptacles of any kind are permitted in the swimming pool and spa areas. However, plastic water bottles containing water may be brought to the pools and spa.
- (l) Radios or other electronic devices, including laptop computers, iPads or tablets, MP3 players and electronic readers, shall not be used in the swimming pool and spa areas unless they are battery

operated and used only with ear phones for private listening. No electric cords for electronic or other devices are permitted in the swimming pool and spa areas.

- (m) The swimming pool and spa area hours are 8:00 a.m. to 10.30 p.m.
- (n) A towel shall be placed on a chair at all times that the chair is being used. However, a person is not permitted to reserve a pool chair with clothing, towels or any other object while not present at the pool and spa area.
- (o) The gates to the swimming pool and spa areas are to remain closed at all times.

22. DRESS CODE

Everyone must be properly dressed and wear shoes or sandals when going around the site. A shirt, blouse or swim robe is required attire at all times. Wearing shorts or a bathing suit without a shirt, blouse, sweater, or swim robe shall only be permitted in the swimming pool and spa areas.

23. REPAIRS AND RENOVATIONS

Section 7 of the Declaration of Condominium is entitled "Maintenance, Repair and Replacement of Units, Limited Common Elements, Common Elements and Association Property" and is attached to the Rules and Regulations as Appendix "C for information and convenience.

23. All maintenance, repair and replacement, as well as any alterations, renovations or other changes in a Unit undertaken by a Unit Owner, shall be subject to the following additional rules:

- (a) The Unit Owner is responsible for any damage to any portion of the Association Property caused by the Unit Owner, a Family Member, Roommate, Guest, Visitor, Tenant, licensees, invitees or agents, including, but not limited to, any damages incurred as a result of the Unit Owner discharging his or her obligations or exercising his or her rights. The Association reserves the right to deny access to any Family Member, Roommate, Guest, Visitor, Tenant, licensee, invitee, contractor or agent of an Owner repeatedly causing damage to the Association Property.
- (b) The Association may require verification that any contractor on the Association Property has the requisite licensure and carries appropriate levels of insurance, including, but not limited to, worker's compensation insurance and liability insurance. The Association reserves the right to deny access to the Association Property to any contractor who does not

fulfill these requirements. The Board of Directors or Manager shall determine the amount of liability coverage required from any individual contractor based upon the nature of the work contemplated.

- (c) If the work proposed by a Unit Owner requires a permit from the local building department, the permit must be issued and presented to the Association for verification before the contractor will be allowed on the property. Additionally, copies of all plans submitted for the permit and plans for work which do not require a permit must be submitted to the Manager for any work requiring approval from the Board of Directors before the contractor will be permitted on the property.
- (d) No work shall start before 8:00 a.m. or end after 6:00 p.m., and no work shall be done on Sundays and legal holidays, except in the event of an emergency.
- (e) No work shall be done in a manner that will disturb other Residents or interfere with the rights of other Residents, including, but not limited to, the creation of unreasonable levels of garbage or debris deposited into Association containers, excessive levels of noise or vibration, misconduct of workers on the property, improper parking of construction vehicles, or the placing of equipment, debris or any other materials by contractors on any portion of the Common Elements.
- (f) Any Unit Owner performing work in the Unit must permit the Association to inspect the construction site periodically to ensure compliance with the Rules and Regulations and the Declaration of Condominium.
- (g) The Association, through the Board of Directors or the Manager, may deny access to any contractor or other person involved in work within a Unit where the work is performed in a manner that violates any provision of this rule or any provision of the Declaration of Condominium.
- (h) The Association shall not be required to provide access to a Building or Unit for any contractor. An Owner must make the arrangements for access to a Building or Unit by a contractor.

24. HURRICANE SHUTTERS

24.1 All Units have accordion shutters installed for hurricane protection. In addition, the sidelight windows on doors in Unit models A and B have removable metal panels. Residents who will be away from Waterside Village for extended periods of time between June 1 and November 31 shall close all hurricane shutters on their Unit as required by section 25 and, if applicable, install the metal panel for the door sidelight window. If hurricane shutters are not installed, Waterside staff will perform the

installation and the Unit Owner will be charged a fee to be determined by the Board of Directors. Owners must also comply with the hurricane preventive actions in section 25.

24.2 A Unit Owner must provide the Management Office with the name of a service person for the Unit whenever it will be vacant for an extended period of time.

24.3 The metal panels for the door's sidelight windows in Unit models A and B shall be stored, when not in use, in the unlocked electric meter storage space. Unit models A and B have one electric meter room location for each building.

24.4 The storage of a garden window box is the responsibility of the Owner.

24.5 During the non-hurricane season between December 1 and March 31, all hurricane shutters on a Unit must remain open. If they are not opened on a Unit, Waterside staff will open them and the Owner will be required to pay a fee to be determined by the Board of Directors.

25. HURRICANE PREVENTIVE ACTIONS

25.1 Every Resident must move to the inside of the Unit any thing that may become a flying object in case of a hurricane. This includes, but is not limited to, chairs, tables, flowerpots, wall decorations, bicycles, and barbecues. Every Resident must also close the hurricane shutters.

25.2 Unit Owners who will be away from the property for extended periods between March 31 and November 1 must perform the hurricane preventive actions described in section 25.1 before their departure.

26. USE OF CLUBHOUSE

26.1 A Unit Owner or Tenant may have exclusive use of the clubhouse for a private party by executing a Licensing Agreement approved by the Board, which sets out the terms and conditions for use of the clubhouse or part of it. The exclusive use of the clubhouse under this provision specifically excludes the use of the swimming pool and spa area, and under no circumstances will the Association permit the use of the swimming pool and spa area under a Licensing Agreement. The licensing agreement document is available upon request at the Management Office.

27. ACCESS CARDS

27.1 An access card is required to enter the site, without exception, and is for the exclusive use of the Residents. It remains activated at all times. An Owner does not have to contact the Management Office upon arrival after any absence, unless the vehicle was changed after the access card was issued.

27.2 The Management Office will provide instructions for the use of access cards.

27.3. Residents, other than an Owner, are required to contact the Management Office upon arrival. If it is outside of normal business hours, they must register at the Office on the first business day following their arrival.

27.4 An access card that was lost may be replaced for a fee. Any lost access card that is found must be turned in to the Management Office. A broken access card that is returned to the Office will be replaced without charge.

27.5 The Board will determine and set the replacement fees for an access card.

28. MAIL

Originally, each Unit Owner was given two (2) mailbox keys from the U.S. Post Office. These keys were assigned to the Owner's Unit number and cannot be duplicated. If lost, new keys may be obtained from the Post Office at a cost determined from time to time by the Post Office.

In the event of an extended absence, it is the responsibility of the Unit Owner to provide the U.S. Post Office with a mail forwarding address card, issued by the Post Office, with the departure date from Waterside Village.

The Management Office does not accept any personal mail or packages intended for any Resident. The Management Office will not permit or provide entry or access to a Unit for the delivery of a package or any other item.

29. POSTDATED CHECKS

U.S. Banks do not accept postdated checks. All checks for maintenance or assessment fees or other specific issues must be dated when written. Postdated checks that are returned by the bank will incur a charge of \$30.00

30. NOTICES AND BULLETIN BOARDS

30.1 All Waterside Village announcements and notices for Board or special meetings must be posted on the bulletin board situated in front of the clubhouse next to the postal station. The Board reserves the right to post these and any other notices at other places on the site, including the Management Office, the bulletin board in the garbage container area, and other places deemed appropriate by the Board.

30.2 No resident or non-resident shall post on any bulletin board any document that is not related to the official business of the Waterside Village Association. Any posting on a bulletin board or any other place on the site must be approved by the Manager.

31. LANDSCAPING

31.1 Unit Owners shall not make any alterations or additions to landscaping in the Common Elements without prior written approval from the Association Modification Request Committee.

31.2 No digging or excavation shall be done on the Association Property without the express permission of the Manager. Any person causing damage to wires, cables or irrigation equipment shall be responsible for any repair costs.

32. FLORIDA ROOMS, PATIOS AND WALKWAYS

32.1 A Unit Owner must maintain the appearance and structural integrity of a Florida Room. All structural repairs to a Florida Room must meet the requirements of the Palm Beach County building codes and be authorized in writing by the Association Modification Request Committee. The Association reserves the right to remove Florida Rooms that constitute a physical danger to persons or property.

32.2 A Unit Owner shall not alter, extend or enlarge in any manner the size and dimensions of a Florida Room, patio or walkway leading to a Unit without prior written approval from the Association Modification Request Committee.

33. DECORATIONS AND HOLIDAY LIGHTING

All decorations and holiday lighting are only permitted after Thanksgiving and must be removed by the following January 10.

34. FLOORING NOISE ABATEMENT

All tile, wood and similar hard surface flooring installed in a second story model A or B Unit must have approved noise abatement (soundproofing) installed as required by Section 7.2(h) of the Declaration. The Manager must approve the noise abatement material before the installation of the flooring. Specifications for approved noise abatement material may be obtained from the Manager.

35. SOLICITATION

35.1 No door-to-door solicitation by Residents or non-residents is permitted for any reason.

35.2 The Waterside phone directory is provided for the benefit of Waterside Village Residents and may not be used as a source for solicitation or advertising.

36. INSPECTION OF RECORDS

The Waterside Village Association shall keep its official records at the Waterside Village Office, 132 Waterside Drive, Hypoluxo Fl, 33462. Office hours are 8:00 a.m. to 4:00 p.m., Monday through Friday. Any Unit Owner or his or her representative seeking to review the Association records for his or her personal information may visit the Office during business hours. The Association shall make the records available to the Unit Owner for inspection within ten (10) working days from the receipt of the request. A Unit Owner requesting photocopies of any records must identify the records and pay in advance the photocopying charges of twenty-five (25) cents per page. The Association then shall make arrangements to have the documents photocopied. No Unit Owner shall request to review records more than once a month. In addition, no Unit Owner may request to have more than 50 pages of records photocopied in any one (1) month. The following documents are considered privileged and shall not be open for inspection by any Unit Owner:

- (a) Screening files from prospective purchasers or tenants, unless the screened applicant has given written consent to the disclosure of the file.
- (b) Any letters, emails or any other communication from legal counsel without express consent of the Board of Directors.
- (c) A written complaint made by a Unit Owner against any other Unit Owner, if the complaining Unit Owner has requested that the complaint be held in confidence.

37. VIOLATIONS OF PROVISIONS OF GOVERNING DOCUMENTS AND RULES AND REGULATIONS

37.1 Any non-compliance with the governing documents of the Association or the Rules and Regulations should be reported to the Association Manager without delay.

37.2 Article 10 of the By-Laws requires compliance with the provisions in the Rules and Regulations, Declaration of Condominium and By-Laws and specifies the relief available in the event of non-compliance.

37.3 Residents and their licensees, invitees, or agents and any other person occupying a Unit must obey the provisions in all of the Rules and Regulations of Waterside Village. Any person who violates any provisions of the Rules and Regulations or governing documents is subject to the sanctions provided therein. The Association may also seek the removal from a Unit of Tenants or any person other than the Unit Owner for non-compliance with the provisions of the Rules and Regulations or governing documents.

37.4 The Unit Owner shall be responsible for any damage that may be caused by one of his or her Residents to the Unit or Association Property. This includes damage caused by intentional or negligent acts, as well as all incidental damage to the property that occurred during approved repairs or alterations.

37.5 A Unit Owner leasing a Unit and any Tenant shall be responsible for violations of the governing documents and the Rules and Regulations of the Association.

38. PREVIOUS RULES AND REGULATIONS ARE VACATED

These Rules and Regulations supersede any and all preceding Rules and Regulations that were adopted and applied in Waterside Village. Any preceding Rules and Regulations are expressly vacated and have no further force and effect.

39. CAPITALIZED WORDS OR EXPRESSIONS

Words or expressions that are capitalized in the text of a provision are defined terms in the Rules and Regulations or the Declaration of Condominium.

The Board of Directors
Waterside Village of Palm Beach
Condominium Association Inc.

April 4, 2017

APPENDIX "A"**SECTION 16.17 DECLARATION OF CONDOMINIUM – PARKING
(See also section 11 of the Rules and Regulations – Vehicles and Parking)****16.17 Parking.**

The Board may make and amend rules regarding the parking of vehicles on the Condominium Property, which may include, without limitation, requirements for registration of vehicles and the display of decals issued by the Association, and leaving a set of keys accessible by the Association office during any absence from the Condominium Property, as well as restrictions on the location, type and condition of vehicles, as well as the number of vehicles which may be parked on the Condominium Property.

The following guidelines shall apply with regard to permitted and prohibited vehicles on the Condominium Property (including, without limitation, any assigned or unassigned parking spaces):

- (a) ONLY passenger automobiles, station wagons, sport utility vehicles, passenger vans (vans which are designed and used solely for personal purposes and for the transportation of persons, not cargo) and pick-up trucks (pick-up trucks which are used solely for personal purposes and for the transportation of persons, not cargo, that meet the requirement specified in the Rules and Regulations) may park on the Condominium Property. Motorcycles, motor scooters or other two (2), three (3) or four (4) wheeled motorized vehicles are permitted to park ONLY in designated areas on the property as approved by the Board of Directors from time to time.
- (b) Without limiting the general provisions set forth above, the following types of vehicles WILL NOT be permitted to park on the Condominium Property, except as provided by sub-paragraph (c) below:
 - (i) Commercial vehicles of any type, including, without limitation, any vehicle, including permitted vehicles, showing or displaying any commercial, charitable or institutional (e.g., church or school) markings, signs, displays or otherwise indicating a commercial or other non-personal use or a vehicle used for commercial purposes;
 - (ii) Vans which are used, in whole or in part, for business or commercial purposes;
 - (iii) Limousines or "stretch" limousines;
 - (iv) Trucks of any types which are used, in whole or in part, for business or commercial purposes;

- (v) Agricultural vehicle;
- (vi) Dune buggies;
- (vii) Any trailer or other device transportable by vehicular towing;
- (viii) Semis, tractors or tractor trailers;
- (ix) Buses;
- (x) Travel trailers;
- (xi) Boats and boat trailers with or without boats;
- (xii) Vehicles which are not fully mechanically operable or not currently licensed or registered for use;
- (xiii) Motorcycle delivery wagons;
- (xiv) Recreational vehicles;
- (xv) Mobile homes or mobile houses;
- (xvi) Truck mounted campers attached or detached from the truck chassis;
- (xvii) Motor homes or motor houses;
- (xviii) Motor vehicles not having any bodies whatever, or incomplete buggies;
- (xix) Swamp buggies; and
- (xx) Passenger automobiles that have been converted for racing.

(c) Violations of parking restrictions may result in the vehicle being towed pursuant to the requirements of Chapter 715, Florida Statutes, as amended from time to time, and/or the use of other enforcement mechanisms provided by this Declaration of Condominium or applicable Florida law, as either are amended from time to time.

APPENDIX "B"**SECTION 16.10 DECLARATION OF CONDOMINIUM
(See also Section 18 of the Rules and Regulations – Animals and Pets)**16.10 Pets.

Unit Owners may keep up to two (2) pets. A guest or tenant may keep up to two (2) pets after obtaining a letter of written permission from the Unit Owner and filing a copy of the letter with the Association office. No pets or animals, weighing in excess of ten (10) pounds, shall be kept or harbored on the Condominium Property, including within the confines of a Unit, without the prior written consent of the Board of Directors. Such consent may be given upon such conditions as the Board of Directors may direct, shall be only for the particular pet specified in the consent and shall be deemed provisional and subject to revocation at any time. The only pets which may be maintained in any Unit are dogs, cats, fish in tanks of no greater volume than five (5) gallons, and birds in cages. The Board of Directors may make and amend rules and regulations including, but not limited to, rules prescribing the locations where pets must be walked, registration for pets, and other rules which do not contravene this Declaration. Pets showing violent propensities through biting, snapping, lunging or other aggressive behavior must be permanently removed from the Unit and the Condominium Property within thirty (30) days, if required by the Board. If the pet becomes a nuisance through excessive noise or otherwise, after one warning, the pet must be permanently removed within thirty (30) days, if required by the Board.

APPENDIX "C"**SECTION 7 DECLARATION OF CONDOMINIUM****(See also Section 23 of the Rules and Regulations – Repairs and Renovations)****7. MAINTENANCE, REPAIR AND REPLACEMENT OF UNITS, LIMITED COMMON ELEMENTS, COMMON ELEMENTS AND ASSOCIATION PROPERTY.****7.1 Units.**

All maintenance, repairs and replacements of, in or to any Unit, as defined in Section 3.4 hereof, shall be performed by the Owner of such Unit at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein. The foregoing responsibility of the Unit Owner includes, but is not limited to, appliances, carpets and all other floor, wall and ceiling coverings, all interior surfaces, and everything else within the boundaries of the Unit, except to the extent the Association is specifically responsible therefore under Section 7.3.

7.2 Specific Unit Owner Responsibilities.

(a) The Unit Owner shall be responsible at his or her own expense for the maintenance, repair and replacement of any portions of the air conditioning and heating systems serving only his or her particular Unit, including, but not limited to, filters, the compressor, condenser, motor, fan, air handler, discharge lines up to the common junction, the air conditioner water shut off valve, and all related parts, without regard to whether such items are located within the boundaries of the Units, except as provided in Section 7.3 below.

(b) The Unit Owner shall be responsible at his or her own expense for the maintenance, repair and replacement of all sliding glass doors, exterior screens, Unit entry doors, and all frames, hinges, locks and operating mechanisms (excluding painting of exterior surfaces of Unit entry doors, which shall be an Association responsibility as provided in Section 7.3 (j) below). Without limiting the generality of the foregoing, no Unit Owner may decorate, alter or modify exterior screens, doors, or windows or the frameworks, locks or operating mechanisms thereof in any manner whatsoever, except with the prior written approval of the Board of Directors, as provided in Section 9 hereof.

(c) The Unit Owner shall be responsible at his or her own expense for the maintenance, repair, and replacement of all fans, stoves, hot water heaters, refrigerators, sinks, toilets, tubs, showers, shower pans, or other appliances or equipment, including any fixtures and/or their connections required to provide

Utility Service to his Unit. The hot water heater in each Unit must be replaced at the tenth (10th) anniversary of installation of the hot water heater. Should a Unit Owner fail to replace a hot water heater as required in this paragraph, the Association may seek injunctive relief through arbitration or litigation requiring the Unit Owner to replace the hot water heater. The Association also reserves the right, but not the obligation, to enter the Unit during reasonable hours, to replace the hot water heater for the protection of the Unit, neighboring Units and the Common Elements, with the cost of the new equipment and installation to be borne by the owner of the Unit receiving the new hot water heater. Such costs and charges shall be enforceable as a Lien for Charges assessed pursuant to this Declaration and Section, 718.116, Florida Statutes, both as may amended from time to time. The term "reasonable hours" as used in this paragraph shall not be construed as precluding the Association or its agents from entering a Unit at any time in the event of an emergency.

- (d) The Unit Owner shall be responsible at his or her own expense for the maintenance, repair and replacement of the circuit breaker box within or serving the Unit and all electrical lines, conduits or fixtures running from the circuit breaker box into the Unit up to and including the fixtures or outlets within the Unit.
- (e) The Unit Owner shall be responsible at his or her own expense for the maintenance, repair and replacement of the main shut-off valves within or serving the Unit and all plumbing lines, conduits or fixtures running from the main shut-off valve into the Unit up to and including the fixtures or outlets within the unit and all drain lines within or serving the Unit up to the point the drain line connects to the common line. Plumbing lines which serve only one Unit and are located, in whole or in part, within a load bearing wall or load bearing slab shall be maintained, repaired or replaced, as necessary, by the Association at the expense of the Owner of the Unit served by such drain lines.
- (f) Unit Owners shall promptly report to the Association any defects or need for repairs, the responsibility for the remedy of which is that of the Association.
- (g) All maintenance, repair or replacement for which the Units Owners are responsible shall be performed by contractors with appropriate licensure and insurance. The Board of Directors may set standards for appropriate levels of insurance and may require proof of licensure, insurance and the procurement of any required permits before permitting a contractor on the Condominium Property, and may also adopt such other rules as the Board deems necessary and proper to regulate contractors or any other person performing work anywhere within the Condominium Property. The Board may deny access to the property to any contractor performing work that requires approval from the Board of Directors hereunder until such approval has been granted in the manner required herein.

- (h) All floors in all Units shall be carpeted or otherwise covered, in accordance with rules promulgated by the Board of Directors, so as to abate the noise which may be created and transmitted to the Unit or Common Elements of the Unit below. All hard surfaces must have approved noise abatement, except the balconies as further outlined in Section 7.5 of this Declaration. In the event the Board of Directors determines that any noise is being transmitted to another Unit or to Common Elements and that such noise is unreasonable, then the Owner of such Unit shall, at his or her expense, take such steps as shall be necessary to abate such noise to the satisfaction of the Board.

7.3 Common Elements and Association Property.

Except to the extent (i) expressly provided to the contrary herein, or (ii) proceeds of insurance are made available therefor, the Association shall be responsible, as common expense, for:

- (a) All maintenance, repairs and replacements in or to the Common Elements, Limited Common Elements and Association Property;
- (b) All portions of the Condominium (except interior wall surfaces of Units) contributing to the support of the building, which portions shall include, but not be limited to, the outside walls of the building, chasing and load bearing railings, walls or columns, or boundary walls of Units;
- (c) Floor and ceiling slabs, including, but not limited to, the slabs of all balconies, terraces and patios;
- (d) All conduits, chases, chase areas, ducts, plumbing, and air conditioning systems (not including any compressor, air handler or other components identified in Section 7.2[a] above which serve only one particular Unit);
- (e) All electrical lines, conduits or fixtures from the shared or common distribution facility or conduit up to, but not including, the circuit breaker box within or serving the Unit;
- (f) All plumbing lines, conduits or fixtures from the shared or common distribution facility or conduit up to, but not including, the main shut off valve within or serving the Unit;
- (g) All air conditioning supply pipes, return pipes and ball valves serving the Common Elements, as well as the air conditioning riser pipes, up to, but not including, the air conditioning water shut off valve serving an individual Unit;
- (h) All other utilities contained within a Unit which service part or parts of the Condominium other than the Unit within which contained;

- (i) All property owned by the Association;
- (j) The exterior surface of all Unit entry doors;
- (k) Maintenance and upkeep of the interior areas of any balcony and any railing in a stairway or on a balcony;
- (l) All incidental damage caused to a Unit by such work;
- (m) Easements for encroachments by the perimeter walls, ceilings, and floors surrounding each Unit caused by minor inaccuracies in building or rebuilding which now exist or hereafter exist, and such easements shall continue until such encroachment no longer exists;
- (n) Easements for overhanging trough or gutters, downspouts, and the discharge therefrom of rain water and the subsequent flow thereof over Units;
- (o) A non-exclusive easement for ingress and egress over the walks and other rights-of-way of the Common Elements as shall be necessary to provide access to the public ways to and from the Units;
- (p) All parking spaces and parking areas within the Condominium, except for those parking spaces which may be assigned, as a Limited Common Element, to particular Units in the Condominium.
- (q) All portions of any hurricane protection.

The Association's aforementioned responsibilities shall not apply to the extent such maintenance, repair or replacement arises from or is necessitated by the negligence, misuse or neglect of one or more Unit Owners, family members, visitors, roommates, guests, tenants or invitees, in which case such cost and expense shall be paid solely by such Unit Owners, and shall be enforceable in the same manner as any Assessment under Section 12 hereof, including, but not limited to, by recordation and foreclosure of a claim of lien against the Unit.

7.4 Pest Control.

The Association shall supply pest control services for the exterior perimeter of each building and all the Units and Common Elements, with the cost thereof being part of the Common Expenses. If any building must be "tented" or otherwise treated in a manner that requires the Owners or occupants to vacate their Units, the Association shall only be responsible for the cost of the actual tenting or other treatment, and not for incidental expenses of any displaced Unit Owners or occupants. The Association shall provide interior pest control to a Unit or the Units as a Common Expense.

7.5 Hard Surface Floors.

Hard surface floor material of any type, including, but not limited to, wood, vinyl or tile, may not be installed without prior written approval of the Board of Directors, which may be conditional upon such factors as the Board deems reasonable, including, but not limited to, the use of an approved form of sound deadening or other sound insulation material placed between such flooring and the unfinished floor surface. The Association may require that the proposed installation be approved by an architectural firm of its choice, and in that event, the Unit Owner making the request shall bear all cost and expenses of such review by the architectural firm. The Board of Directors is empowered to make and amend rules and regulations to provide standards for hard surface flooring installations and the process for obtaining the approval required herein.

7.6 Parking Areas.

Each unit has one (1) designated parking space. Upon the assignment of a designated parking space to a particular Unit, the designated parking space shall be a Limited Common Element appurtenant to the Unit to which the parking space has been assigned. A Unit Owner may not sell, exchange, transfer or reassign any designated parking space without the prior written consent of the Association. The Limited Common Element parking spaces may be exchanged between Unit Owners, but not sold, leased, rented, licensed to or assigned to a tenant or other non-Unit Owner. Such exchange must be in writing and approved by the Board of Directors or it will be deemed void. Unit Owners and tenants with more than one motor vehicle may only park such additional vehicles in the locations within the Condominium Property as designated by the Board of Directors from time to time.