

THE TIDES AT BRIDGESIDE SQUARE, A CONDOMINIUM

RULES AND REGULATIONS

GENERAL RULES AND REGULATIONS

Under the Condominium documents, the Board of Directors of THE TIDES AT BRIDGESIDE SQUARE CONDOMINIUM ASSOCIATION, INC. has the responsibility and authority for the operation of the Association, management of the Condominium Property and for the establishment and enforcement of Rules and Regulations.

These General Rules and Regulations may be modified, added to, or repealed at any time by the Board. Any consent or approval given by the Association under these Rules and Regulations shall be revocable at any time, except for its approval of resale's or leases. These Rules and Regulations and all others hereinafter promulgated shall apply to and be binding upon all Unit Owners. The Unit Owners shall at all times obey said Rules and Regulations and shall use their best efforts to see to it that they are faithfully observed by their families, guests, invitees, servants, lessees and other persons over whom they exercise control and supervision.

These Rules and Regulations shall be cumulative with the covenants and Occupancy and Use Restrictions set forth in the Declaration of Condominium, **provided that the provisions of same shall control over these rules and regulations in the event of a conflict or a doubt as to whether a specific practice or activity is not permitted.**

In the event any Rule or Regulation heretofore set forth or hereinafter promulgated, or any sentence, clause, paragraph, phrase or word thereof is determined to be invalid or unenforceable, all remaining provisions or portions thereof shall be and shall remain in full force and effect.

Provisions in the nature of Rules and Regulations are specified in the Declaration of Condominium. The Board of Directors of the Association reserves the right to make additional Rules and Regulations as may be required from time to time. These additional rules and Regulations shall be as binding as all other Rules and Regulations previously adopted.

Rules and Regulations as to the use of the recreational facilities shall be posted, and each Unit Owner, as well as his family, guests and invitees, shall observe all Rules and Regulations.

Said Rules and Regulations are as follows:

1. Prior to taking occupancy (i.e. overnight or longer), each unit owner shall have his tenants or guests acknowledge that they have read the rules of the Association and agree to abide by them. Rules and Regulations must be provided by the Unit Owner to all residents, occupants, tenants, lessees and/or guests. The terms occupant, resident, tenant and lessee shall have equal meaning and shall be deemed to include only residents that have been pre approved for occupancy in the condominium by the Board of Directors.
2. ALL guests not accompanied by a resident, must register at the front desk upon arrival. Before a unit is to be occupied by guests in the absence of the owner, a written authorization listing names, length of stay and any other information requested by the Association must be delivered to the Association. Owner and / or guest will be required to certify in writing that no rent or other fee or consideration of any kind is being paid for the use of the condominium unit.
3. The sidewalk, entrances, passages, lobbies and hallways and like portions of the Common Elements may not be obstructed, encumbered or used for any purpose other than ingress and egress to and from the Condominium unit; nor may any carts, bicycles, carriages, shopping carts, baby carriages, chairs, benches, tables, clothing, shoes or any other object be stored therein, except in areas (if any) designated for such purposes. The foregoing shall not, however, apply to the Commercial Units, except as otherwise expressly provided in the Declaration. To the extent provided in the Declaration, owners of the Commercial Units shall be permitted to use the sidewalks, entrances, passages, and other portions of the common elements adjacent to their units in furtherance of the permitted commercial uses of those Commercial units.
4. No garbage cans, supplies, milk bottles, boxes, or other articles shall be placed in the halls, on the balconies, or on the staircase landings, nor shall any linens, cloths, clothing, curtains, rugs, mops or laundry of any kind, or other articles, be shaken or hung from any of the windows, doors or balconies, or Common Elements. Fire exits shall not be obstructed in any manner, and the Common Elements shall be kept free and clear of rubbish, debris, or other personal items.
5. The personal property of Unit Owners and occupants must be stored in their respective Units or assigned storage area(s). Balconies, patios, and terraces may not be used as storage spaces.
6. No Unit Owner or resident shall permit anything to fall or be thrown from a window, door, patio, or building balcony. No Unit Owner or resident may sweep or throw any dirt, debris or other substance onto any of the balconies, patios,

terraces, corridors, halls, elevators, lanais the common elements or other building grounds.

7. Unit Owners and residents shall be responsible for cleaning up after themselves, and their guests, tenants and invitees when within the condominium Property, including, without limitation, placing all trash and/or garbage in the proper receptacles.
8. Refuse and garbage must be sealed in garbage bags and be deposited only in the designated garbage areas. Large items and boxes may not be placed in the trash chutes as they block the chutes and can cause injury or fire. No boxes and large items may be left in the trash rooms or on the 4th and 5th floor parking garages, but must be brought to the trash room on the street level. Additional requirements established by the company that provides services for trash removal or disposal will be posted and strictly enforced. All equipment for storage, recycling or disposal of such material shall be kept in a clean and sanitary condition.
9. A Residential Unit Owner or occupant shall not cause anything to be affixed, attached to, hung, displayed, or placed on the exterior walls, doors, balconies, railings, or windows of the building. Notwithstanding the foregoing, any unit owner or resident may display one portable, removable United States flag in a respectful way, and on Armed Forces Day, Memorial Day, Flag Day, Veterans day, and Independence Day, may display such flags not larger than 4 ½ feet by 6 feet, that represent The US Army, Navy, Air Force, Marine Corps or Coast Guard. In addition, unit owners may tastefully display holiday lights on the balconies, terraces, and patios and holiday wreaths on unit doors between Thanksgiving and January 6th of the following year.
10. Other than a United States flag respectfully displayed, nothing, including, but not limited to, radio or television aerials or antennas, signs, notices or advertisements, awnings, curtains, shades, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans or air conditioning devices, or other items, shall be attached or affixed to the exterior of any Unit or balcony or exposed on or projected out of any window, door, or balcony of any Unit without the prior written consent of the Association. No one shall alter the outside appearance of any window of any Unit without the prior written consent of the Association. The consent of the Association to all or any of the above may be withheld on purely aesthetic grounds within the sole discretion of the Board of Directors of the Association.
11. Installation of satellite dishes by residential Unit owners shall be restricted as follows: (i) Installation shall be limited solely to the areas within the Unit or Limited Common Elements appurtenant thereto, and dishes may not be affixed to or on the Common Elements; (ii) the dish may be no greater than one meter

in diameter, and (iii) to the extent that same may be accomplished without (a) impairing reception of an acceptable quality signal, (b) unreasonably preventing or delaying installation, maintenance or use of an antenna, or (c) unreasonably increasing the cost of installing, maintaining or using an antenna, the dish shall be placed in a location which minimizes its visibility from the common elements and otherwise meets the requirements of the Board.

12. No interior of a Condominium Unit may be altered in any manner that would affect the structural elements of the building or its electrical, mechanical, plumbing or air conditioning systems or on any of the Common or Limited Common Elements without the **prior written consent of the Association**. Prior to the installation, the Association must approve in writing any flooring installed in the Units other than carpeting.

13. All doors leading from the building to the outside or from the garages into the elevator lobbies or stairways of the Condominium building shall be closed at all times and shall not be blocked open.

14. Unit hallway doors must not be blocked or otherwise left open.

15. No Unit Owners or residents may direct, supervise or in any manner attempt to assert any control over the employees of the Association. This includes, but is not limited to, Unit Owner or Resident requests that the employees perform personal errands for the Unit Owners or residents. The Board of Directors shall be solely responsible for directing and supervising employees of the Association. Employees of the Association are not permitted to enter any units or to perform any work in units during scheduled work hours unless authorized by management or except in an emergency. Any owner desiring to retain an employee of the Association to work outside of the employees work hours for the Association must complete and deliver to the Association an indemnification and hold harmless form, **prior** to performance of any work by the employee.

16. Children are the direct responsibility of their parents or legal guardians, who shall fully supervise them while within the Condominium property. Unit Owners or residents must ensure full compliance with the rules and regulations and other provisions of the governing documents for the Association. Children shall not play or loiter in halls, stairways, elevators, or other public areas or cause loud and disturbing noises. All children under thirteen (13) years of age must be accompanied by a responsible adult while on the common elements of the Association, including the recreational facilities. Neither the Association, nor its employees shall have responsibility for supervising or monitoring the activities of children within the Condominium property.

17. No Residential Unit Owner or resident shall make or permit any disturbing noises to be made by the Owners or occupants, guests, invitees, employees, pets,

agents, tenants, visitors or licensees, or permit any conduct by such persons or pets that will interfere with the rights, comfort or conveniences of other Unit Owners or occupants. No Residential Unit Owner or resident shall play or permit to be played any musical instrument, or operate or permit to be operated a phonograph, television, radio, or sound amplifier in his Unit in such a manner as to disturb or annoy other residents. No Residential Unit Owner or occupant shall conduct, or permit to be conducted, vocal, or instrumental instruction at any time, which disturbs other residents. The foregoing shall not be applicable to the Commercial Units, nor preclude any lawful uses of the commercial units.

18. No sign, advertisement, notice or other graphics or lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Condominium or Association Property except signs used or approved by the Developer (for as long as the Developer owns any portion of the Condominium Property, and thereafter by the Board), signs utilized by the commercial units and/or within or upon any advertising Wall Space (as provided in the declaration). Additionally, no awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or roof of the building or on the common elements or limited common elements by any Residential Unit Owner, without the prior written consent of the Board of Directors of the Association. Notwithstanding the foregoing, to the extent permitted in the Declaration, the Owners of the commercial units shall be permitted to install signage both on their Units and the Common Elements adjacent to their Units.
19. The exterior appearance of all window coverings shall be white in color. Curtains and drapes (or linings thereof) that are visible through exterior windows or glass doors of units are subject to prior written approval of the Board, failing which, the Board may require the unit owner to remove and replace the unapproved curtain or drape. No window air conditioning units may be installed by unit owners or occupants. No aluminum foil, reflective or tinted substance may be placed on any glass window or door, unless approved, in advance by the Board of Directors in writing. No unsightly or offensive materials may be placed on any window or glass door or be visible through such window or glass door.
20. The Association must retain a duplicate key to all Units **FOR BUILDING EMERGENCY OR BUILDING MAINTENANCE PURPOSES ONLY**. The keys are not to be used for admission of residents, relatives, guests, servants, trades people, etc. The agents of the Association and any contractor authorized by the Association may enter any Unit at any reasonable hour of the day for any purpose permitted under of the Declaration of Condominium or By-Laws of the Association. **Unless in an emergency**, entry will only be made after notification of the respective Unit Owner or the occupant of the condominium Unit. Nothing herein shall relieve the Association of its duty of ordinary care. In the event that police or emergency personnel enter the condominium in response to an emergency call, the Association will allow such personnel access

to the unit. The unit owners and/or residents shall indemnify and hold the Association harmless from any and all damage and/or injury to the unit owners and/or residents and/or units resulting from provision of such access to the units to the police or emergency personnel. If a Unit Owner or resident fails to provide emergency access keys to the Association, the Unit Owner shall be liable for all damages to other units or common areas that may result from the Unit Owner's failure to provide emergency access to the unit.

21. unit owners or residents who plan to be absent during the hurricane season must prepare their units prior to their departure by designating a responsible firm or individual to care for the unit should a hurricane threaten the unit or should the unit suffer hurricane damage. The name of the firm or individual must be furnished in advance to the Association.
22. Complaints regarding the maintenance of the Condominium property or of violations of the governing documents or rules and regulations by unit owners, residents or guests, shall be made in writing to the Association.
23. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Residential Unit or the Common Elements, other than household cleaning supplies. No barbecuing or grilling shall be permitted within a Unit or adjoining limited common element.
24. Payments of monthly assessments shall be made to the management company. Payments must be made in the form of checks and shall be made payable to **"The Tides at Bridgeside Square Condominium Association, Inc"**. **Payments of regular assessments are due on the first (1st) day of each month**, and if such payments are not paid within ten (10) or their due date, there will be due to the Association an additional administrative late fee (currently \$25) for each delinquent payment.
25. The Residential Units may only be used for residential purposes. No trade, business, profession, or other type of commercial activity may be conducted in or from any Residential Condominium Unit.
26. A Unit Owner shall not permit or suffer anything to be done or kept in his Condominium Unit which will increase the insurance rates on his Unit, the Common Elements or any portion of the Condominium or that will obstruct or interfere with the rights of other Unit Owners of the Association.
27. Arrangements must be made with the Association **before** moving furniture, appliances or bulky personal belongings into or out of the building. A move in / move out refundable deposit will be collected.

6 DM

TB UQ

28. Valet carts must be signed out by residents. There will be a charge of \$10 per night if the cart is not returned the same day. Carts that are not returned or are damaged will be charged at the replacement or repair cost.

29. No solicitors are permitted on the Condominium Property at any time except by individual appointment with residents.

30. Unit Owners are responsible and liable for any damages to the Common Elements or Limited Common Elements caused by themselves, their family, guests, invitees, employees, lessees or pets.

31. Proper attire is required including shirts and shoes, when walking through common elements, within the building, including when going to and from the pool area, and when in elevators and corridors.

BALCONY, PATIO AND TERRACE RULES AND REGULATIONS

1. The only items permitted on the balconies, patios and terraces are chairs, cocktail tables, small electric grills, and potted plants.
2. The furniture should be of a good exterior grade quality in white, beige, brown, or black.
3. Inflatable items, beach chairs, towels, bicycles, charcoal or gas grills, surf boards, lights, pet cages or any items other than described in item one (1) above are prohibited.
4. NO OPEN FLAMES OF ANY KIND permitted on the balconies, patios, and terraces.
5. Residents desiring to have any items in their balcony or terrace other than those described above must present their case to Association for committee review and subsequent approval by the Board of Directors.
6. Balcony floors must be covered or waterproofed (please see management for details). Carpeting on balconies is prohibited. Any hard surface flooring being placed on the balconies must be approved in writing by the Board of Directors prior to installation. No balcony floor covering may be installed beyond the inner edge of the balcony railings or extend over the edge of the balcony. Any flooring that is installed with overlapping tiles or cement on the edges is subject to correction or removal at owners' expense.
7. No balconies, patios, or terraces shall be extended, enclosed, or decorated in any way whatsoever. No decoration is allowed to be affixed to any exterior wall.

7 DM

TRB u.R

8. No objects shall be placed upon a balcony so as to create a risk that the object may fall from the balcony. Under windy conditions, all items must be brought into the unit from the balconies, patios, or terraces. Owners will be fully responsible for any damage or injury caused by items blown off balconies, patios, or terraces.
9. No rugs, clothing, towels or other objects shall be dusted, shaken or hung from the balconies or cleaned on the balconies or in any exterior portion of the building. No items shall be affixed or otherwise attached to the balcony or any portion of the common areas or limited common elements.
10. Nothing shall be hung or left on a balcony that will detract from the outward appearance of the building including, but not limited to laundry, bathing suits, towels, beach mats and mops. No wind chimes are permitted on balconies, patios, or terraces.
11. Pets shall not be allowed on the balcony or patio unless the owner is present.
12. No unit owner, resident or guest shall create a noise nuisance on balconies. This includes loud talking, music etc.
13. The watering of plants on balconies and the sweeping and mopping of balconies shall be done in a manner, which does not annoy the person(s) residing in other units. The "hosing off" of balconies is prohibited.
14. Waterproof containers must be placed under all plant pots on balconies.
15. Satellite dishes may not be visible from ground level and cannot be attached to any common area including the railing of the balconies.
16. Balconies, patios, and terraces must be kept in a clean and aesthetically pleasing condition at all times.

STORAGE AREAS

1. Owners are responsible for avoiding placement of items in their storage areas that would create a fire hazard, or be subject to infestation or spoilage.
2. No flammable material, such as paint, thinners, gasoline etc, may be kept in storage cages or areas at any time.
3. Owners must maintain their storage areas in a clean manner. All personal property placed in storage lockers shall be at the sole risk of the property owner. The Condominium Association shall be held harmless the loss, destruction, theft or damage to such property.

4. Storage items must be contained within the storage unit and not left in the room. Any item found in the storage room / area that is not in a storage unit, will be discarded without prior notice. The Association assumes no responsibility for disposal of items left in the storage room/area and shall be held harmless for any such disposal of personal items left in the storage room/area or other common area.

9 Dhm

TB U.P.

**of the
BOARD OF DIRECTORS of
THE TIDES AT BRIDGESIDE SQUARE CONDOMINIUM ASSOCIATION, INC.**

WHEREAS, the Board of Directors ("Board") of The Tides at Bridgeside Square Condominium Association, Inc. ("Association"), has the authority to amend the Rules and Regulations regarding pets; and

WHEREAS, the Board takes notice recent problems regarding pets that have impacted the Association's Members peaceful use and enjoyment of the condominium;

NOW THEREFORE, BE IT RESOLVED:


1. The Board hereby deletes the previously existing Rules and Regulations regarding pets and replaces them in their entirety with th Rules and Regulations regarding Pets attached hereto as Exhibit "A."

2. Only those Rules and Regulations regarding pets are amended by this Resolution. No other Rules and Regulations are so amended.

Adopted this 16th day of March, 2009

**BOARD OF DIRECTORS,
THE TIDES AT BRIDGESIDE SQUARE CONDOMINIUM ASSOCIATION, INC.**

PRESIDENT:

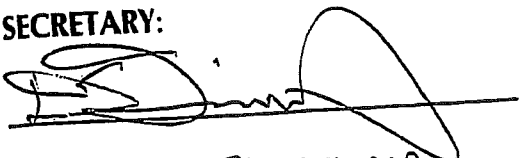


Douglas B. Wheaton
Printed Name

Attestation by Secretary

I hereby certify that the foregoing resolution was adopted by the Board of Directors of The Tides at Bridgeside Square Condominium Association, Inc. at a duly noticed meeting at which a quorum was present on the 16th day of March, 2009 as reflected by the Meeting Minutes of same date, and said resolution has not been rescinded.

SECRETARY:



DON F. FRIEDWARD
Printed Name

3/16/09
Date

EXHIBIT "A"

1. Domesticated dogs or cats, tropical fish and household birds (as determined by the Board) may be maintained in a unit. Unit owners must register all pets with the Association and provide evidence that the pet/pets have up-to-date vaccinations. A recent picture of the pet must be submitted to the Association at the time of registration. All owners with pets must carry liability insurance coverage for the instance where the pet may cause personal injuries or damages. The unit owner is responsible for any and all damages and personal injuries caused by a pet occupying a unit, and the unit owner shall indemnify and hold harmless the Association for any and all attorney's fees, costs, damages and all other costs and expenses caused by the actions of a pet occupying a unit.

a. Pit Bull Terriers, Rottweilers, Doberman Pinschers and other aggressive types of dogs; monkeys or other primates; pigs of any kind; reptiles of any kind; rodents of any kind; livestock of any kind; and/or poultry or fowl of any kind are expressly prohibited from occupying a unit or the common areas.

b. With the exception of fish, no more than two pets shall be allowed in any unit. A \$500 non-refundable fee payable to "The Tides at Bridgeside Square General Fund" is required for each dog and/or cat in renter-occupied units. The fee is a one time charge for the length of time the renter occupies the unit.

c. No pet shall be allowed to be a nuisance to residents of other units or of neighboring buildings. If a pet should create or constitute a nuisance, in the sole opinion of the Board or the violation committee, the pet owner will be required to remove the pet from the condominium.

d. Dogs and cats should not be permitted outside of their owner's unit unless attended by an adult and on a leash not more than 6 feet long. Such leash must be held at all times by an adult in all areas of the condominium, including the parking garage. The leash must be a standard leash and shall not be a retractable leash. Dogs and cats shall only be walked or taken upon those portions of the common elements designated by the Association from time to time for such purposes.

e. Pets are banned from the recreational facilities (pool, tennis courts, work out room, etc.) contained within the condominium property. Pets may only be in the parking garage when their owner is taking the pets between the owner's unit and vehicle. Pets are allowed in the hallways of the building as a means of direct ingress or egress to and from its owner's unit and the elevator designated for use with pets. The designated elevator must be used to transport pets. Only if the designated elevator is not in service may an owner or renter transport a pet in one of the residential elevators.

EXHIBIT "A"

f. Upon request of any unit owner or resident, persons transporting pets must exit an elevator with their pets and wait for another elevator.

g. The Board, in its sole and absolute discretion, may determine if a pet requires additional restraint above and beyond a leash, and may require such additional restraint in lieu of requiring the pet owner to remove the pet from the condominium. Should any owner or tenant fail to provide said additional restraint, the Board may, in its sole and absolute discretion, determine the pet to be a nuisance and require its removal from the condominium.

h. No pets may be left unattended on balconies, terraces, patios, or lanai areas.

i. Pet owner shall immediately pick up all solid waste from their pets and dispose of same appropriately.

j. A unit owner shall be jointly and severally responsible for the damage to the Association property caused by the pet of the unit owner's renter. The pet owner is responsible for any and all damages caused by the pet.

k. In addition to the ability to levy fines for violations of these rules, the Association has the authority to order a pet removed from the premises for any violation of these pet rules.

PARKING FACILITIES

1. No repair of vehicles (except emergency repair) shall be made on the condominium property. Assigned parking is in the garage and each parking space is assigned to a unit.
2. UNDER NO CIRCUMSTANCES SHALL A RESIDENT OR GUEST PARK IN A SPACE BELONGING TO ANOTHER UNIT WITHOUT PRIOR WRITTEN CONSENT FROM THE ASSOCIATION. All approved vehicles must be parked in a designated parking space. Violators will be towed. Parking spaces must be used for parking automobiles that are in operating condition and for no other purposes.
3. No storage of items other than automobiles is permitted in parking spaces. Commercial vehicles, campers, recreational vehicles, boats, jet skis, or trailers may not be parked in parking spaces and may not be kept on the common property.
4. Posted speed limit (5 MPH) must be observed and moving violations on Association property are subject to a fine.
5. Residents must comply with local noise ordinances and may not "rev" motorcycles and automobiles in parking garages.
6. Unit owners and residents MUST register their vehicle with the Association. A valid Association issued ID tag for the parking space must be clearly displayed behind the rearview mirror or on the dashboard. For motorcycles, the decal must be affixed to the vehicle.
7. In the event a *guest* of a unit owner resident will be using the unit's assigned parking space, the unit owner or resident must contact the front desk and provide the name of the guest, vehicle information and duration of the guests' stay, so that a **temporary** parking I.D. card may be provided. This temporary I.D. card must be displayed in the front dashboard for proper identification at **ALL** times.

8. If a vehicle is parked in an assigned parking space without displaying a proper parking decal or temporary I.D. **or** if a vehicle is parked in any space other than its registered space, it will be "stickered" and one courtesy attempt will be made to contact the resident at the telephone number on file. If the resident is unavailable, or refuses to move the vehicle, the unauthorized vehicle **WILL BE TOWED**, without further warning and at vehicle owner's risk and expense. (courtesy call will be made on the first infraction only)
9. Contractors may not park in any resident space and must valet park their vehicles or find alternate parking.
10. Any improperly parked vehicle is subject to towing.

BICYCLES

1. Bicycle riding, skateboarding, or rollerblading is prohibited in common areas and in parking garages.
2. Bicycles shall not be transported in elevators or through the hallways and must be parked or stored only in the area designated by the Board of Directors. The preceding notwithstanding, bicycles may be transported in the two (2) elevators servicing the garage parking levels only.
3. Bicycles shall be parked in the designated racks in the garage. Owners are responsible for securing them to the racks. The Association is neither responsible, nor liable for any damage or theft.

VENDORS AND CONSTRUCTION RULES

Construction Guidelines

Timeframes

1. Vendors, movers, and construction workers are **not** permitted to work on weekends or federally observed holidays. Construction work and move ins and move outs is permitted Monday thru Friday (except holidays) between the hours of **8:30 am and 4:30 pm**. Move ins and outs **MUST** be scheduled with the management office in advance.

Deposit

2. A refundable deposit of \$750.00 will be collected for any moves or construction being work done. Deposit will be returned upon completion of the move or construction, and payment to Association for any resulting damage to common areas or other costs.

Building access

3. The unit owner or registered resident must e-mail, fax or otherwise complete an access authorization with the management office giving permission to allow access into the building to vendors or workers. No entry will be granted without written authorization from the owner or resident.

License and Insurance

4. **ALL CONTRACTORS** that will perform work in a unit, limited common element or common element must be licensed by the State of Florida. In addition, all contractors must submit a copy of their license(s) AND a copy of a current insurance certificate(s) to the Association BEFORE commencing any work on premises. Unit owners agree to hold the Association harmless for any damage and/or personal injury incurred by him/herself and/or his/her contractor or repair person during the performance of work in, on or around any other portion of the condominium property or condominium unit.

Notification of Construction Crews to be on Site

5. The contractor, sub-contractors, or unit owner must submit a specification plan and authorization form to the Association outlining the specific construction work to be performed in the unit or on the limited common element at least **seven (7)** days prior to commencing work.

Parking for Sub-contractors and moving vehicles

6. Vendors and workers are required to valet park vehicles or park offsite. Vendors and workers may not use owner's parking spaces. Moving vehicles may be parked in the loading and unloading zone during the loading and unloading process only.

Specifications

7. Prior written approval must be obtained from the Association for the following installations: 1-Satellite Dish, 2-Floor tile, 3-balcony flooring for correct underlayment and waterproofing requirements.

Trash Removal

8. Trash generated from contractors and/or workers may not be disposed of, stored or left out in any common areas and must be removed by contractor daily. Absolutely no construction material may be deposited through the garbage chutes or disposed of in the Association dumpsters.

Responsibility for Damage to Building

9. Grout or thin set may not be disposed of in the unit's plumbing. Workers will be expected to remove their own material. Contractors and workers may not leave any supplies or equipment or perform any work in the common areas. All workers, especially if using material such as paint, tile, woodwork, etc., must take the necessary precautions to ensure that the common elements, including the hallway

carpets, are not damaged. All common areas will be inspected at the end of each day. The cost of any repairs to the common area or to the other units will be assessed to the unit owner.

Any work being done in units that may affect the life safety system must be cleared with building management in advance. THERE WILL BE A \$250 CHARGE FOR EACH FALSE ALARM RESPONDED TO BY THE CITY OF FORT LAUDERDALE FIRE DEPARTMENT.

10. Miscellaneous:

- a. All materials must be stored off site or in the unit under construction. There is no storage on common areas or balconies.
 - b. No "prep" work, such as (but not limited to) sanding, sawing, drilling, and tile cutting may be conducted on the balconies, patios or terraces or in the hallways, driveways, parking areas or other common areas.
 - c. Contractor will be responsible for furnishing and installing protective coverings over and on Association common areas including hallway walls, elevators, and carpet.
11. Prior to commencing any construction in a unit or limited common element, the unit owner must complete and submit to the management office vendor / construction package.
12. ANY VENDOR OR WORKER FOUND TO BE IN VIOLATION OF THESE GUIDELINES WILL NOT BE PERMITTED TO RETURN TO THE PROPERTY UNTIL THE VIOLATION HAS BEEN CORRECTED AND/OR PAYMENT HAS BEEN MADE FOR DAMAGES AND/OR CLEANING.

SWIMMING POOL, SPA & POOL DECK RULES AND REGULATIONS

1. **The swimming pool and spa may be used from dawn to dusk.**
2. **Any person using the pool and spa does so at his or her own risk.**
3. The maximum capacity of the pool is thirty seven (37) and maximum capacity of the spa is nine (9). No parties or private classes e.g. aerobics, spinning, yoga etc. may be held in the pool or on the pool deck.
4. Everyone must shower and remove suntan lotion or tanning oils before entering pool or spa. The use of soap and shampoo is prohibited in the pool and at the standpipe on the pool deck.

5. **Excessive noise and shouting are prohibited. Radios, CD players, or any other amplifying devices may only be used with personal earphones on the pool deck area.**
6. **Diving or jumping into the pool is strictly prohibited.**
7. Infants and toddlers who are not toilet trained may not enter the pool without "swimmer" diapers or plastic pants. Regular diapers are not permitted in the pool. In the event of any damage to the pool caused the failure of a unit owner to use the proper diapers, such unit owner shall be liable for the cost incurred by the Association to clean and repair the pool. Individuals with open sores, wounds or bandages are prohibited from entering the pool.
8. **Children under the age of sixteen (16) are not permitted to use the swimming pool unless accompanied and supervised by an adult.**
9. Children under the age of sixteen (16) are not permitted to use the spa.
10. **The swimming pool, spa, and pool deck areas shall NOT be used for games of any kind. Running, ball playing, rollerblading, frisbee throwing or other activities that may disturb other persons using the pool or pool deck are prohibited in the pool, spa, pool deck, or any common areas.** Parents shall be responsible for the behavior of their children.
11. Disorderly conduct of any kind, as well as complete disregard of the above rules, in the swimming pool and pool deck area, are prohibited and shall be grounds for ejection from this area.
12. **Glass bottles, glass containers, ceramic or china dishware, and other breakable items are not permitted in the swimming pool or pool deck area (State Law).**
13. **Food or alcoholic beverages are not permitted in the pool or on the pool deck. Small coolers are permitted; provided, however, no containers are allowed in the pool or next to the edge of the pool.** All persons are responsible for removing or disposing of any containers prior to leaving the pool deck area.
14. Toys, playpens, bicycles, inflatable items (except those attached to a person), and other similar items are not permitted in the swimming pool or pool deck area. Strollers are permitted but must be attended to at all times.
15. No one is allowed to bring any additional chairs, tables, umbrellas, or other similar items to the pool deck area.

16. No sitting or lying directly on the pool deck.
17. All chaise lounges must be covered with a towel when being used.
18. Towels as well as any other personal belongings must be removed from chaise lounges or chairs when leaving the pool deck area in order to make seating available to others.
19. Any personal items such as shoes, clothing, towels or other similar items left unattended in the swimming pool or pool deck area will be removed and disposed of. The Association assumes no responsibility for disposal of items left in the pool, pool deck or other common areas and shall be held harmless for any such disposal of personal items left in the pool area
20. Objects or trash of any nature including cigarette butts shall not be thrown in the swimming pool, pool deck area or surrounding planters. Such objects and trash must be deposited in the designated receptacles.
21. **Absolutely no pets are permitted in the swimming pool, pool deck, Club Room, Patio deck, or anywhere on the amenities area on the 5th floor, even if carried.**

TENNIS COURT / PATIO DECK

1. The tennis court may be used between the hours of 8:00 am to 10:00 pm
2. **The patio deck shall NOT be used for games of any kind. Running, ball playing, rollerblading, frisbee throwing or other activities that may disturb other unit owners using the facilities or damage the common elements are prohibited.** Parents shall be responsible for the behavior of their children.

CLUB ROOM DAILY RULES AND REGULATIONS

The following rules will apply to the general daily use of the Club Room.

1. The Club Room is available for use by all residents of The Tides. An adult resident must always accompany guests and children under the age of sixteen (16). The maximum number of persons allowed per unit is ten (10). This includes residents and guests. No one under the age of sixteen (16) will be allowed to sign for any Club Room items such as billiards equipment or remote controls. No children under the age of sixteen (16) are allowed to use the billiards table.

2. Running, jumping on furniture, ball playing and gambling in the Club Room are strictly prohibited.
3. No one is allowed in the Club Room without proper attire (shirt, shorts and shoes) or with wet clothing after entering the building from the spa or pool area.
4. The Club Room will be available for use from the hours of **8:00 am to 10:00 during weekdays and 8:00 am to 12:00 am Fridays, Saturdays and nights preceding holidays.**
5. The following misuses of the Club Room are prohibited: (1) sleeping (2) putting up ones feet on chairs or tables, or (3) sitting on the pool table or any other tables.
6. Any unit owner or resident desiring to view TV or use the pool table must sign for the remote control or billiards equipment at the front desk. If more than one unit owner or resident desires to view the TV or use the pool table during the same time period, then the use of the TV and pool table will be limited to three (3) hours for the TV and one (1) hour for the pool table, per unit.
7. All noise, including music, must be kept to a minimum. If complaints are received, you will be asked to turn off the music.
8. Any food or drinks brought in to the Club Room must be kept and served in the kitchen area. Residents are free to use the refrigerator provided, however, that no items may be left overnight. Any items left overnight will be discarded. No open flames or sternos are permitted. No food or drinks are allowed on top of the pool table.
9. **The use of alcoholic beverages will be permitted for adults only over the age of twenty one (21).** Security guard and/or front desk personnel may require I.D. Any person appearing to be intoxicated will be escorted out of the Club Room by the security guard.
10. Furniture and accessories in the common areas should not be moved. If moved, everything must be put back to its original position.
11. Residents and unit owners shall be jointly and severally liable to the Association for any damages to the Club Room incurred while being used by the resident, unit owner or guest.

PRIVATE USE OF COMMON ELEMENTS (CLUB ROOM)

Reservation

1. Only Owners and registered residents may reserve common areas for private use.

2. Reservations will be accepted on "first come first served basis". No reservation will be confirmed without receiving the appropriate deposits / payments.
3. Reservations must be made at least two (2) weeks in advance through the Management Office
4. Reserved time will be for a maximum of four (4) hours in addition to one (1) hour set up and one (1) hour cleaning time.
5. The Board of Directors must provide a description of the type of party to the Property Manager's Office in writing for prior approval.
6. Resident will be required to complete a "pre" and "post" event inspection checklist of the Club Room.
7. A guest list must be provided to the Management at least forty eight (48) hours in advance of the event. A copy will be given to the Front Desk. Guests not listed on the guest list will not be permitted to enter the building.
8. Guest parking must be through the valet. Residents may pre purchase valet stickers or may prepay valet charges with the valet. If the party will require additional valet, in the sole discretion of Management or the Board of Directors, the resident will be responsible for cost of the additional valet.
9. Management or the Board of Directors may determine, in their sole discretion, that a security officer must be present at a particular event. If such a determination is made, the unit owner or resident hosting the event must pay for the security officer in advance to the Association.
10. There will be a refundable \$1,000 security deposit and a non-refundable \$250 administration fee payable to the Association for private use of the Club Room. **The room must be left in the same condition as it was prior to the event, in order to receive full reimbursement of the security deposit.** The cost of any damages to, or clean up of the Club Room or any of the common elements of the Association, will be the joint responsibility of the unit owner and/or resident hosting the party. The Association will submit an invoice for the costs of repair and any reimbursement above the amount of the security deposit must be paid to the Association within ten (10) days from delivery of the invoice.
11. **No use of the Club Room to the exclusion of others will be granted for the following days:**
 - All holidays including Mothers' Day and Fathers' Day
 - Holiday weekends
 - New Year's Eve
 - Air and Sea Show weekend
 - Boat Parade
 - Super Bowl Sunday
12. The reservation including the Request Form and the Use Agreement must be completed and submitted to the Management Office for approval at least fourteen (14) days in advance of the event along with the appropriate deposits / fees.
13. The security deposit and payment for the security officer (if applicable) must be submitted at the same time as the request. Each fee must be on a separate check,

- payable to The Tides Condominium Association, Inc. The Board and/or management will make the determination within seven (7) days if a security guard is necessary.
14. You will be notified when the request has been approved.
 15. Maximum number of people allowed in the Club Room at any time will be thirty (30) including adults and children.
 16. Building sponsored events will take precedence over private events.

Restrictions

1. **Music will be permitted, provided, however that no loud music permitted after 11:00 p.m. as per the City of Ft. Lauderdale Noise Ordinance regulation. No live bands are permitted.**
2. If serving alcoholic beverages, host is responsible for insuring compliance with drinking age requirements. **Absolutely no alcohol may be SOLD on premises.** Any persons deemed to be unruly or intoxicated, will be asked to leave the Club Room by Security.
3. **No persons will be allowed in the Club room without proper attire (shoes, shirt and pants)**
4. No furniture or other equipment may be moved. The host is responsible for any additional tables and chairs.
5. The staff members of the Association may be used during their **off hours only** and at the expense of the host. Unit owners will be required to execute a hold harmless agreement in favor of the Association prior to retaining Association staff members on their off hours.
6. No cooking will be allowed in the Club Room. Food must be prepared in advance and may only be re-heated. No food, drinks or other items allowed on the billiards table.
7. Decorations may only be attached to the walls with painters' tape that does not damage or remove paint or wall coverings.
8. If having a children's party, there must be at least one (1) adult for every five (5) children.
9. Except for ingress and egress to the Club Room, guests must remain in the Club Room and adjoining patio deck at all times during an event.
10. Guests are not allowed on the pool deck or to use the pool area or pool.
11. Guests must use the bathroom on the south side of the Club Room only.

Deposits and Fees

1. Refundable Security Deposit - \$1,000.00. Deposit will be returned upon Association approval of satisfactory completion of the event.
2. Non refundable \$250 administration fee
3. Any party, unless exempt by the Board and /or Management, shall require extra licensed security personnel from a security company to be determined by the Association. The host will be responsible for the cost of the security guard will be determined at the time of the request and must be payable in advance. **There is a 4-hour minimum for security guards.**

These Club Room rules are to be used in conjunction with the General Rules and Regulations of the Association.

REQUEST FOR PRIVATE ROOM USE

Resident Name (print) _____ Unit _____

Date Requested _____

Area Requested Club Room / Adjoining patio deck

Type of Event _____

Beginning Time _____ End Time _____

Number of Guests _____

Number of vehicles _____

Time Requested for Set Up/Decorate (max 1 hr) _____

Will event be catered-? _____

Name of Caterer _____

Resident is responsible for leaving designated area and appliances in clean (pre event) condition

Names of anyone else expected to service the event. _____

I have read and agree to abide by the rules governing the Club Room at The Tides. I understand and agree that I am responsible for any damages that may occur (or cleaning) incidental to my event.

Resident Signature _____

Date _____

Res. Contact # _____

Date _____
(Returned to Resident)

Approved by _____

Title _____

FITNESS CENTER POLICIES

- FACILITY IS OPEN 24 HOURS DAILY
- USE EQUIPMENT AT YOUR OWN RISK
- ABSOLUTELY NO CHILDREN UNDER SIXTEEN (16) YEARS OF AGE PERMITTED IN GYM. THIS INCLUDES CHILDREN CONFINED TO STROLLERS AND BABY CARRIERS & CHILDREN WAITING INSIDE THE FITNESS AREA.
- TEENS BETWEEN THE AGES OF 16-17 MAY USE THE FITNESS CENTER UNDER DIRECT SUPERVISION OF AN ADULT EIGHTEEN (18) YEARS OF AGE OR OLDER.
- PROPER ATTIRE IS REQUIRED: NO SANDALS, OPEN-TOE SHOES OR BARE FEET. SHIRTS AND ATHLETIC SHOES MUST BE WORN AT ALL TIMES. NO METAL RIVETED JEANS OR SHORTS PERMITTED.
- NO FOOD, TOBACCO, GUM OR OPEN CONTAINERS ALLOWED. CLOSED PLASTIC BEVERAGE CONTAINERS ARE PERMITTED.
- PLEASE WIPE DOWN EQUIPMENT AFTER USE.
- PLEASE "RE-RACK" WEIGHTS AND RETURN ALL EQUIPMENT TO APPROPRIATE LOCATIONS AFTER USE.
- **WEIGHTS MUST NOT BE DROPPED** AS THIS DISTURBS NEIGHBORING UNITS. PLEASE BE COURTEOUS TO YOUR NEIGHBORS-DO NOT THROW OR DROP WEIGHTS.
- INTERACTIVE OR CONTACT SPORTS SUCH AS BOXING, WRESTLING ETC. ARE PROHIBITED.
- PLEASE LIMIT CARDIO ACTIVITY TO 30 MINUTES WHEN OTHERS ARE WAITING.
- PLEASE ALLOW OTHERS TO "WORK IN" BETWEEN SETS.
- FOLLOW ALL INSTRUCTIONS REGARDING PROPER USE OF EQUIPMENT AS POSTED.
- PLEASE REPORT ANY EQUIPMENT PROBLEMS TO THE FRONT DESK OR MANAGER IMMEDIATELY.

ASSOCIATION ASSUMES NO LIABILITY FOR ANY INJURIES OR ACCIDENTS THAT MAY OCCUR. Your cooperation in following these policies will help to make this fitness center a pleasant and safe place in which to workout.

20 *dm*

TBS *O.R.*

Approved:

Debra McGehee (President)

Debra McGehee Date: 7/12/06

Ulrike Parker (VP/Treasurer)

Ulrike Parker Date: 7/12/06

Tom Bluth (Secretary)

Tom Bluth Date: 7/12/06

END