

**South Preserve II at Waterside Village  
Rules and Restrictions for Owners, Tenants and Guests**

**Parking:** An open carport is provided for each unit. There are enough parking spaces in the Association for each unit to have a second parking space. The second space may be used on a first come basis, but no unit may occupy more than two spaces, if doing so would deprive another Owner or someone leasing a unit from having a second parking space. It is suggested that Owners and Tenants use the spaces near their unit.

Tenants and Guests will not:

1. Park overnight any commercial truck, boats, camper, motor home, trailer, or similar vehicle in any parking area, or place a vehicle on blocks, except as may be permitted in writing by the Board, except for service vehicles during the time they are actually servicing the unit or the common element.
2. Use an open carport for any storage other than a vehicle or a golf cart.
3. Store a golf cart in any place other than in the unit's carport, nor store a bicycle in any place other than in the unit or its storage area.

**Trash, Garbage, and Other Solid Waste Material:** Guidelines are established by Sarasota County.

1. NON-RECYCLABLE trash, garbage and other solid waste must be placed in plastic bags, securely tied and placed in the Waste Management Dumpster. The County requires that garbage be placed in the dumpster in closed bags.
2. RECYCLABLES should be placed in the appropriate container WITHOUT BAGS.
3. CARDBOARD boxes must be disassembled to a size less than 2 ft. by 3 ft., tied and placed in the recycle bin. Overflow should be placed beside the recycle bins.
4. RECYCLABLES placed in the wrong container and improperly disposed garbage could mean EXCESS FINES AND FEES FOR THE ASSOCIATION.
5. It is not allowable for any rubbish, refuse, garbage or trash to be set in places other than the dumpster areas.

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**Pool Rules and Regulations:** Except where posted, the pool areas are designated as non-smoking. Please follow the following guidelines: (see note 1 on page 5)

1. Pool hours are from dawn to dusk year-round.
2. Gates must remain locked when the pool is covered.
3. Please shower before entering the pool.
4. Please accompany and supervise minor children (under the age of 16) at all times.
5. No diving, running, jumping, ball playing or horseplay of any kind.
6. No floats, except Styrofoam noodles are allowed in the pool.
7. Proper bathing attire, in the pool, is considered to be a bathing suit. For sun protection, a hat may be worn on the head, and a light colored shirt may be worn over a bathing suit.
8. Other articles of clothing should not be worn in the pool.
9. Do not play loud music.
10. When using pool furniture, please return it to the appropriate location. Please keep the areas looking neat and orderly.
11. Oils and lotions cause damage to the pool furniture. Furniture must be covered with a towel when using oils or lotions.
12. There shall be **NO ALCOHOLIC BEVERAGES, GLASS, BOTTLES, COOLERS OR FOOD** within the pool deck area. The upper deck or screened room is designated for this purpose.
13. Food and other inappropriate items that are to be discarded should be taken home for disposal.
14. Sarasota County law requires that pool covers must be removed and completely stored when anyone is using the pool or in the deck area.
15. Gates should be properly closed when entering and leaving the pool deck area.

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**The following is a list of other restrictions issued by this association. No Tenant, Guest, or other occupant of a condominium unit shall:**

1. Use the condominium unit (hereinafter "unit") for other than residence purposes.
2. Permit loud and or objectionable noises to emanate from the unit or the common elements, which may cause a nuisance to the occupants of other units.
3. Permit obnoxious or objectionable odors to emanate from the unit or the common elements, which may cause a nuisance to the occupants of other units.
4. Erect, construct or maintain any wire, antennas, garbage or refuse receptacles, or other equipment or structures on the exterior of the building or on or in any of the common elements.
5. Permit or allow anything to be done or kept in their unit or in the common elements, which will increase insurance rates on any unit or on the common property.
6. Commit or permit any public or private nuisance in the unit or in or on the common elements.
7. Divide or subdivide a unit for the purpose of sale or lease except to the owner of an adjacent unit.
8. Obstruct the common way of ingress and egress to the other units or the common elements.
9. Hang any laundry, garments or other unsightly objects; which are visible outside of the unit.
10. Allow anything to remain in the common elements, which would be unsightly or hazardous.
11. Make use of the common elements in such a manner as to infringe upon the rights of the other unit owners, tenants and occupants as to their use and enjoyment.
12. Neither lease a single room or less than an entire unit, nor sublease a unit.
13. Lease a unit for a period of less than three months.

14. Use or store a gas or charcoal grill within or about the unit or any balcony, lanai or patio; only electric grills are permitted, and they must be stored within a unit, screened lanai or assigned unit storage area.
15. Feeding of wild birds or animals is strictly prohibited.
16. Exceed the posted vehicle speed limits. The speed limit for Saranac Lake Dr. and Norwalk Dr. is 8-Miles per hour.
17. Fail to keep the unit and limited common areas clean and sanitary at all times.
18. Use a unit in a manner, which violates any laws, ordinances or regulations of any governmental body.
19. Allow any animal to be kept in the unit other than one dog or one cat, caged birds, and small marine animals in aquariums.
20. Any animals, which become a nuisance to the other unit owners in the sole opinion of the Association Management, shall be removed from the unit or premises immediately.
21. Authorized pets using the common elements shall be on a leash and accompanied by their owner. The animal's owner shall be responsible for timely cleaning up after the pet.
22. Occupancy of a Unit:
  - A. Rental by Owner**
    1. No Owner shall allow his unit to be occupied, without the owner in residence, without first filing Rental Form 2013 and obtaining written approval by the Board of Directors.
  - B. Guest of Owner**
    1. When an owner is in residence, no Guest Form is required.
    2. When the owner is not in residence, owner shall file Guest Form 2013 and obtain prior written approval by the Board as follows:
      - a. If the guest stay is for the maximum of 30 days, that guest is precluded from occupying the unit again in that 90-day period. Exceptions for family members can be made at the Board's discretion.
      - b. If the guest stay is for a lesser amount of days, the Board of Directors, in its sole discretion, shall determine whether or not guest activity in the unit is in keeping with Rules 1 and 12, and that the manner and frequency of use of the unit does not conflict with the character of a single family community.
      - c. The Board of Directors may deny a Guest Form if it determines that any of the above is being violated.

- d. Tenant or guest must have prior Board Approval for a pet.

**C. Guest of Tenant**

1. When the Tenant is not in residence, no guests are permitted in the unit.
2. When the tenant is in residence, tenant is required to file Guest Form 2013 and obtain prior written approval by the Board of Directors, as per B-2 above (under Guest of Owner).
3. Exception to leasing: If an owner is leasing his or her unit, to his or her parents, Grandparents, children or grandchildren. The relative leasing the unit may allow the owner to visit and reside in the unit as a guest, by filing a Guest Occupancy form, as required under Rule 22 C-2, and obtaining prior approval from the Board. Rule B-2 (a) and (b) do not apply. The Board will not consider this tenant-guest occupancy a violation of Declaration section 13 (i) or (p), or The Association's Rules and Restrictions (7) or (12). However, the Board may question the relationship prior to approval or after approval by sending a letter to the Owner and Tenant requesting proof of the relationship. If the relationship is questioned after approval, failure to provide proof of the relationship within 10 days, in the sole opinion of the Board, the Board may consider this a violation of the Rules and Restrictions, as set by the Association, and may initiate the process defined in Rule 22, E.

D. **Tenant or guest** understands and agrees to observe all the "Rules and Restrictions" and governing documents as set by the Association. The **owner or tenant** is responsible for providing a copy of all the "Rules and Restrictions" to the tenant or guest and ensuring that they obey said rules.

E. **Any tenant or guest** who is found to be in violation of the "Rules and Restrictions" and/or governing documents of the Association, may be ordered by the Board of Directors to vacate the unit and association property. After a properly posted Board meeting, a letter which gives ten days prior written notice will be sent to the owner and the tenant or guest.

**F. Definitions:**

1. **Guest** is defined as a friend or family member who resides in a unit overnight and nothing of value is exchanged for use of the unit.
2. **Tenant** is a person who has a contract or agreement with the unit owner to occupy the unit for a period of 3 or more months.
3. **Rules** referred to in this document are from The Association's "Rules and Restrictions".

23. The Association will post notices of meetings and other Association business, in the enclosure located on the South side of Saranac Lake Drive, across from Building 864, unit 106, on Association property.
24. No Owner, Tenant, Guest or other Occupant shall leave a unit unoccupied for more than three consecutive nights without turning off the power to the hot water heater and closing the water shutoff “isolation” valve inside the unit located by the hot water heater. If there is no water shutoff valve within the unit, close the water supply valve for the unit and close the cold water supply valve to the hot water heater. When the unit will be unoccupied for an extended period of time, close the outside water supply valve for the unit. (Only second story units have the isolation valve within the unit.)
25. Owners have responsibility for the proper maintenance and repair of items listed in the Declaration, Paragraph 10. B. “MAINTENANCE, REPAIR AND REPLACEMENT”, “By the Unit Owner.” A unit Owner is responsible for the cost of repair or replacement of any portion of the condominium property not paid by insurance proceeds, if such damage is caused by intentional conduct, negligence, or failure to comply with the terms of the declaration of the rules of the association by a unit Owner, the members of his or her family, unit occupants, tenants, guests, or invitees. This includes the personal property of other unit Owners, or occupants of their units. The cost shall be payable by such unit Owner within 30 days after the delivery of written notice by the Board of Directors of the Association. The following are the Association’s minimum requirements for the maintenance of the items listed below.
- a) The heating and air condition system: Every 3 months for occupied units and every 6 months for unoccupied units, replace the air filter and flush the drain line with ½ cup of vinegar (4% or higher acidity). Verify that the drain discharge is clear by flushing the line with 1 quart of water and observing the drain pipe discharge outside of the unit. **See caution in note 2.**
  - b) Drain 1 quart of water from the water heater through the bottom drain valves once a year and check the water for rust. Replace the hot water heater at the end of the manufacturer’s warranty period plus 5 years. After the warranty period, drain 1 quart of water every six months. Water heater maintenance is not required when the water heater is not in service (no water supply and no power); anytime a water heater is put back into service drain 1 quart of water from the heater.
  - c) Replace the water hoses on the washing machine with hoses that have a 600-psi or greater rating with a lifetime guarantee.
- If you unit will be unoccupied for 3 or more days, you need to do the following:
- d) Turn off the outside water to the unit.
  - e) Close the inside water shut off valve (second floor units only).
  - f) For units without an inside water shut off valve, close the supply valves to the water heater and the washing machine.
  - g) Turn off the power to the hot water heater.
  - h) Turn off the icemaker to the refrigerator.
  - i) Close all faucets.

Note:

1. Pool regulations are set by the Waterside Village Community Association.
2. **CAUTION:** when flushing the condensate drain line on the AC units, for unit numbers 102 through 105 and 202 through 205, add liquids very slowly. If liquids are added too fast, some of the liquid may go into the line used to detect condensate back up and trip a switch that will prevent the AC unit from operating. To reset the unit, the switch will need to be removed from the line and line drained. Add liquids to the far right side of the drip-pan.
3. Owners need to consider keeping maintenance records.