

RULES

AND

REGULATIONS

WATERFORD POINT
CONDOMINIUM ASSOCIATION, INC.
801 S. FEDERAL HIGHWAY
POMPANO BEACH, FLORIDA 33062

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AUTOMOBILES, OTHER VEHICLES, AND PARKING

OWNERS

(Adopted pursuant to Florida Statutes §§ 718.106, 718.303, and 715.07)

A. Assigned Parking / Vehicle Limits

Each unit is assigned **one (1) parking space**, which constitutes a limited common element appurtenant to the unit pursuant to

Each unit is permitted a **maximum of two (2) vehicles**.

- If an owner has **two (2) vehicles**, one vehicle **must** be parked in the assigned space and the second vehicle **must** be parked in designated guest parking areas.
- If an owner has **one (1) vehicle**, it **must** be parked in the assigned space and **may not** be parked in guest parking.
- An owner who permits another resident to use their assigned parking space must provide **written authorization** to the Management Office. Unauthorized use constitutes a violation of the Association's Rules and Regulations.

B. Third Vehicle Prohibited

There is **no third vehicle option** for any owner or renter at Waterford Point.

- **Exception:** Scooters and motorcycles are permitted but **must be parked only in designated areas**, as determined by the Association.
This restriction is adopted pursuant to the Association's authority to regulate use of the common elements under.

C. Extended Absence

Owners who are away from the property for **more than fourteen (14) consecutive days** must park their vehicle in their assigned space.

It is recommended that a spare key be left with the Manager or a designated caretaker to allow relocation of the vehicle in the event of an emergency, maintenance need, or safety concern, consistent with the Association's duty to maintain the property.

D. Parking Stickers and Registration Compliance

All owner vehicles parked on Association property must display a **valid Waterford Point parking sticker** affixed to the **outside of the rear window**.

- Stickers must be kept current and updated as required by the Association
- Vehicles with expired license plates or registrations are prohibited from parking anywhere on Association property, including assigned spaces and guest parking.

E. Vehicle Registration Requirements

To obtain a parking sticker, owners must present:

- Current vehicle registration
- License plate number
- Valid driver's license

The same documentation requirements apply to **each additional registered vehicle**, subject to the two-vehicle maximum.

F. Rental Vehicles

Owners requiring parking for a rental vehicle must obtain a **temporary parking pass** from the Manager **upon arrival or no later than the next business day**.

Rental vehicles without proper authorization are subject to enforcement.

G. Lobby Canopy

Parking under the lobby canopy is limited to **ten (10) minutes maximum** for active loading or unloading only.

Vehicles exceeding this limit are subject to enforcement as an improper use of the common elements.

H. Enforcement, Fines, Booting, and/or Towing

Violations of these parking rules may result in **notice of violation, fines, suspension of common element use rights, booting and/or towing, or other lawful enforcement action** as permitted by:

- **Florida Statute § 718.303** (Fines and suspension of use rights)
- **Florida Statute § 715.07** (Vehicle towing from private property)

All enforcement actions shall be carried out in accordance with the Association's governing documents and applicable Florida law.

GUESTS:

- A. Owners must request passes for guests in accordance with the Waterford Point Rules and Regulations. Passes are valid for a maximum duration of three weeks. The owner must be in residence during the requested dates. Owners must provide the make, model, and license plate number of the guest's vehicle in addition to arrival and departure dates. The guest pass will be displayed in the rear window of the vehicle.
- B. ALL vehicles parked overnight must have either a sticker or a guest pass displayed.
- C. Guest parking will be monitored between 1 a.m. and 7 a.m., during which time a pass will be required. If your guest arrives after business hours and you are unable to obtain a parking pass, you must place a sign in the rear window that includes your name, unit number, date, and your contact number. The sign must be visible from the exterior of the car.

RENTERS:

- A. A lease that is less than twelve months in duration will not receive a parking sticker. The renter will receive a guest pass that will be displayed in the rear window. The pass will be issued upon management receiving the vehicle's make, model, color, license plate number, and rental period start and end dates.
- B. A lease that is one year in duration will be issued a parking sticker upon lease approval and the owner will forfeit parking in that space until the lease expires.

GENERAL RULES INCLUDING TOWING AND BOOTING AT OWNER'S EXPENSE

- A. ALL vehicles must be parked in front first.
- B. Parking in designated service spaces between 8 a.m. and 5 p.m. (Monday through Saturday) is not permitted.
- C. Parking in the designated car wash area between 7 a.m. and 7 p.m. (Monday through Sunday) is not permitted unless your vehicle is attended to while parked. After the designated times, both the service spaces and the car wash area will become guest parking, and the rules and regulations for guest parking, as stated above, will apply.

BOOTING:

Parking in a guest spot without a sticker or a visible guest pass.

TOWING:

Parking in a designated fire lane.
Parking in another owner's space without their permission.
Vehicles that are no longer in running condition.

VEHICLES NOT PERMITTED TO PARK ON THE PREMISES OVERNIGHT:

LARGE TRUCKS- Any truck measuring greater than 6 1/2 feet and 20 feet.

COMMERCIAL VEHICLES:

Vehicles that meet the definition of a *commercial motor vehicle* under Florida Statutes §320.01, including but not limited to vehicles that exceed size or weight limitations established in these Rules, are not permitted to park on the premises overnight.

The presence of business names, logos, advertising, vehicle wraps, decals, or visible tools or equipment alone shall not render a vehicle prohibited, provided the vehicle otherwise complies with the Association's vehicle size, parking, and safety regulations.

VANS- Vehicles that do not have windows on all sides, have no back seat, and are not used for family transportation.

OTHER- Mobile homes, recreational vehicles, limousines, boats, and trailers.

BALCONIES AND CATWALKS: Nothing, especially cigarettes that can be blown back and cause a fire, is to be thrown from the balconies or catwalks. Nothing (including cameras) shall be kept or suspended on or outside window ledges, walkways, catwalks, doors, balcony railings, stairways, or elevator alcove areas.

TILING OF BALCONIES: Owners may tile their balconies and must adhere to strict specifications, which are available in the Manager's Office and on the Owner's Portal. Permits are required, and tiles must be installed by a licensed contractor. If Owners do not follow the specifications for the installation of the tile, they will be held **Responsible** for any damage caused to the existing balcony and will be repaired at their **Own Expense**

BARBECUING: As per the Florida Fire Prevention Code, listed electric portable, tabletop grills, not to exceed 200 square inches of cooking surface, or similar apparatus shall be permitted.

BICYCLES: You may store your bicycles in the storage room. However, they may not block any other unit owner's storage bin. Bicycles may not be stored in the stairwells or catwalks.

BOARD MEETINGS: Notices of the Board of Governors meetings shall be posted in the mailroom, by the east and west elevators, and on the Waterford Point website at least 48 hours prior to the date of the meeting. Owner participation in Board meetings, committee meetings, and unit owner meetings. Pursuant to Section 61B-23-002 (15) of the Florida Administrative Code, the Board may adopt reasonable rules (Robert's Rules of Order) governing the frequency, Duration, and manner of unit owner statements at board meetings, committee meetings, and unit owner meetings. The following rules will apply: 1. Only the unit owner(s) of record will be permitted to speak for no more than three (3) minutes maximum regarding any item on the agenda. 2. Any unit owner desiring to tape record or videotape meetings may do so; However, the following applies: (a) Only equipment that does not produce distracting sound or light emissions may be used. (b) All audio and video equipment must be assembled and placed in position in advance of the commencement of the meeting. (c) Anyone using audio or video equipment shall not be permitted to move about the meeting room to facilitate the recording. (d) Any unit owner desiring to utilize any audio or video equipment must give advance notice to the board.

BOAT DOCKS:

- A. In order to rent dock space, you must submit the required application, which is available on our website at www.waterfordpoint.com or through the Management Office. You must submit a deposit check in the amount of \$300 along with the requested slip size to get on the waiting list for a slip. This deposit will be applied to your account for dock rental upon obtaining a slip. If you wish to remove your name from the waiting list at any time, you must notify the management office in writing to remove your name and obtain a refund of your deposit. The list is maintained in the order in which a prospective renter submitted his/her application. When there is an available slip, you will be contacted in the order in which you appear on this list.
- B. Upon notification that a slip is available for rent, you will be required to sign a lease agreement with Waterford Point, and the rental of the slip will commence. You will be required to provide Proof of Ownership of the vessel or a Notarized Bill of Sale within 90 days. Proof of ownership is defined as the vessel's Florida registration and title or Certificate of Documentation to the vessel. You must

also provide your proof of insurance with a minimum of \$25,000 in property coverage. If you turn down an opportunity to rent a slip that meets your requirements (slip size) that has become available, your name will be dropped to the bottom of the waiting list.

- C. If a current renter of a dock space wishes to obtain a different slip, the request must be made in writing, and their name will be placed at the bottom of the waiting list.
- D. **SALE OF VESSEL-** If a renter sells their boat before the lease agreement expires, they will be required to sign a new lease agreement with WP. You will be required to provide Proof of Ownership of the vessel or a notarized Bill of Sale within 90 days. Proof of Ownership is defined as the vessel's registration and title or Certificate of Documentation to the vessel. You must also provide proof of insurance with a minimum amount of \$25,000 property coverage. If the proper paperwork is not received within 90 days, you will relinquish your boat slip and the lease will be terminated.
- E. You are responsible to maintain and submit updated information on your Florida registration and insurance upon its expiration. You will receive a courtesy notice from Waterford Point, but it is your responsibility to supply this information no later than thirty days after expiration. Failure to do so may result in you having to relocate your vessel or it may be towed at the owner's expense. Additionally, you may be subject to fines in accordance with Florida State Law Chapter 718.
- F. Only Waterford Point current owners as of January 1, 2022, may rent a slip. If you are an owner but are renting your unit out, your name will be removed from the waiting list and your deposit refunded. If you sell your unit, you must relocate your vessel by the day of closing on your unit.
- G. All major boat or engine repairs must be only on the boat and not on the dock or adjacent areas.
- H. Fish may be cleaned only in the designated areas of the dock, including your dock box. These areas must be thoroughly cleaned after use. No bait or litter may be left on the docks, hoses, and lines are to be left neat and orderly. A fine of \$50.00 will be imposed.
- I. Living on a boat is not permitted.
- J. No sub-leasing of slips is permitted.
- K. No alteration of docks or dock area is permitted without the approval of the Board of Directors. Any requests must be in writing and will be approved/denied in writing.
- L. No docking at "empty" slips without prior approval submitted by the dock renter to the Dock Master. Any vessels not approved are subject to towing at the vessel owner's expense.
- M. Dockage will be billed on a quarterly basis, with no refunds if the dock space is relinquished prior to the end of the quarter or lease agreement.
- N. If the dock rental or your maintenance is not paid within 30 days of the date it was due, the space will be relinquished and placed on the list of spaces available to rent, and the vessel will be towed at the owner's expense. Any dock fees over 30 days late will incur a late fee equal to 10% of your dock fee.
- O. The dock space rental is on a per-foot basis of slip size. The Board of Governors sets the amount at the annual budget meeting.

CAR WASHING: We have an area in the parking lot for washing your car. Please leave this area clean and lock the hose up after use.

DO NOT FEED ANIMALS: Please do not feed any stray animals on the property due to the nuisance they are creating for owners and their cars.

FINING AND SUSPENSION OF RIGHTS (Florida Condominium Act)

F 1. Authority to Fine

The Association may levy reasonable fines against a unit owner, and the owner's occupant, licensee, or invitee, for failure to comply with any provision of the Declaration, Bylaws, or reasonable Rules and Regulations of the Association.

A fine may not become a lien against a unit.

For a **first offense**, the owner will receive a written warning. A fine may be levied by the Board based on each day for a continuing violation, with a single notice and opportunity for a hearing before a committee, as provided below. However, no fine may exceed **\$100 per violation** or **\$1,000 in the aggregate** for a continuing violation.

2. Notice and Hearing Requirements

A fine or suspension may not be imposed unless the Board first:

Provides at least **14 days' written notice** to the unit owner and, if applicable, any tenant, licensee, or invitee of the owner; and

Provides an opportunity for a hearing before a committee of at least **three (3) members** appointed by the Board who are not officers, directors, or employees of the Association, nor their spouses or immediate family members.

The role of the committee is limited to determining whether to **confirm or reject** the fine or suspension levied by the Board. If the committee does not approve the proposed fine or suspension by a majority vote, it **may not be imposed**. If approved, the fine payment is due **five (5) days** after notice of the approved fine is provided. Written notice of the fine or suspension must be provided by mail or hand delivery.

3. Suspension of Use Rights

The Association may suspend, for a reasonable period of time, the right of a unit owner, or the owner's tenant, guest, or invitee, **to use the common elements, common facilities, or any other association property** for failure to comply with the governing documents. Suspensions may not apply to limited common elements intended solely for that unit, access elements, utility services, parking spaces, or elevators.

4. Suspension for Delinquency

If a unit owner is more than **90 days delinquent** in paying any fee, fine, or other monetary obligation to the Association, the Association may suspend the owner's (and that owner's tenant, licensee, or invitee's) right to use common elements and facilities **until the obligation is paid in full**. The notice and hearing requirements under the Florida Condominium Act's fining provisions **do not apply** to suspensions imposed for delinquency.

5. Suspension of Voting Rights

The Association may suspend the voting rights of a unit owner or member due to nonpayment of any monetary obligation more than **90 days delinquent** and more than **\$1,000 in total delinquency**. Proof of such obligation must be provided to the unit

owner or member **30 days before** the suspension takes effect. At least **90 days before an election**, the Association must notify a unit owner or member that voting rights may be suspended due to delinquency. Suspended voting interests are excluded when calculating quorum and other voting requirements. Voting rights are restored upon **full payment** of all current and overdue obligations.

GUESTS

Residents are responsible for the conduct and actions of their guests. Residents must ensure that all guests are advised of and comply with the Association's Rules and Regulations.

A. Owner-Occupied Units

Guests may stay in an owner-occupied unit for a period of up to **three (3) weeks per visit, limited to two (2) visits per calendar year**, provided the unit owner is residing in the unit during the guest's stay. **Guests may not reside in the unit for two consecutive periods.**

The unit owner of record must provide the information required under **R&R 5(E)** to obtain the appropriate guest vehicle pass. Even if a vehicle pass is not required, the owner must still **register all guests with the Association office.**

Registration must be provided **in writing** and include:

- Names of all occupants
- Total number of occupants
- Date of arrival
- Date the guests will vacate

Guest passes must be obtained when applicable.

B. Non-Owner-Occupied Units

When the unit owner is **not present**, family guests may stay in the unit for a maximum of **three (3) weeks per visit, limited to two (2) visits per calendar year.**

For purposes of this regulation, "family guests" are limited to:

- Spouse, partner, or companion
- Children and grandchildren
- Parents and grandparents
- Their respective spouses

Guests may **not** reside in the unit for two consecutive periods. Any guests who do not meet the definition of "family guests" shall be considered renters, and all rental rules and regulations shall apply

Any guests who do not meet the definition of “family guests” shall be considered renters, and all rental rules and regulations shall apply.

HURRICANE SHUTTERS: Shall be permitted and must follow the applicable Building Department and Florida Building Code requirements, and all permits must be pulled. They can only be attached to the wall of the balcony, and at no point are any fasteners or other items that require drilling through or penetrating the balcony floor allowed. If this is discovered, the owner will be **Responsible** for having them removed, and the water sealer reapplied to the satisfaction of the Waterford Point Board and/or the Building Engineer at the **Owner’s Expense**.

INSURANCE COVERAGE FOR YOUR UNIT: Each unit owner must provide proof, upon reasonable demand by the association, of an insurance policy purchased by the unit owner for interior coverage and liability, known as a HO-6 policy. Such coverage must name the association as an additional insured solely for the purpose of receiving notification of changes in or cancellation of the policy. Failure to provide such proof of coverage within fourteen days from the demand shall result in the association pursuing the violation in the manner provided in the rules and regulations, documents, and Florida State Law for Compliance and Default, and/or levy a charge against the unit in the event the association purchases such coverage on the owner’s behalf. Should that charge remain unpaid, the association may proceed to collect that charge in the same manner for collecting as an assessment pursuant to Article XI in the Declaration entitled Assessment.

Unit owners are responsible for the maintenance and repair of their units, windows, doors, screens and AC vents.

KEYS: Medeco keys shall not be furnished to anyone who does not occupy the unit. Keys, if lost, may be replaced for \$50.00. Contact the Manager’s office at (954)495-6429 for replacement keys. Fobs shall not be furnished to non-residents, and if you lose a Fob, you must report it to the management office, and it will be deactivated, and a new one may be issued for \$25. Fobs may not be transferred or used by any individual other than the one to whom it was issued.

Unit keys **MUST BE PROVIDED TO OUR MAINTENANCE OFFICE** to be used in the event of any emergency. If keys to the unit are not available, it may be necessary to break a window or door to gain entry to the unit, and the resident will be responsible for the replacement of the same. The key is also used to provide you with free pest control service quarterly.

LAUNDRY AND STORAGE ROOMS: You may use the laundry equipment between the hours of 7:00 A.M. and 11:00 P.M. Please be sure to clean the lint filter in the dryer and leave the laundry room cleaned by wiping up any spills.

The storage rooms are to be kept clean, free of litter, and locked at all times. **DO NOT PLACE ANYTHING OUTSIDE YOUR STORAGE LOCKER OR PURSUANT TO THE FIRE LAWS WILL BE REMOVED.**

Nothing is to be stored in your unit or in the storage bins that would create a fire hazard.

MAINTENANCE FEES: Maintenance fees are due quarterly on January 1, April 1, July 1, and October 1. There is a \$15.00 late charge for payments not received by the 30th day of the first month of the quarter. Once you close on the property, we will require a copy of the “Warranty Deed” so your coupon book can be sent to you.

MISCELLANEOUS:

- A.** Any resident may call attention to our Rules and Regulations when aware of anyone violating the same. Also, if you see anyone violating our rules, regulations, or our documents, please notify a board member of the violation at 801waterfordpointcondo@gmail.com.
The Board cannot enforce our Rules & Regulations and documents if they are not aware of the violation taking place. Any other inquiries can be made here also and please advise if you want your email read at the next Board meeting.
- B.** The term Unit Owner shall include (1) a single person of record and his or her companion, (2) a husband and/or wife of record and (3) the children, parents, grandparents,
- C.** Residents who desire to use the Clubhouse for private parties should contact the Management Office in writing, of the date, time, number of people, and the purpose. A check made payable to Waterford Point Condominium for the sum of \$100.00 (non-refundable) for renting the clubhouse. A security deposit check in the amount of \$500.00 must also be provided. The \$500.00 (which is not deposited) will be returned if there is no loss or damage to the premises. However, should the premises not be left clean or, if loss or damage occurs, the check will be retained, the premises will be cleaned, and any loss or damage repaired, and the cost of this will be deducted from \$500.00. If the loss or damage is more than \$500.00, the resident is responsible for the difference.
- D. NO SMOKING POLICY:** No smoking is permitted on catwalks, including the first floor, BBQ Area, Pond Area, and Pool Area, except where designated by a sign.

MOVING IN OR OUT: Please notify the Manager at (954)495-6429, a day or two prior to you moving in or out of the building, so the elevators may be padded. Also advise him of your telephone number so that your name can be placed in the entry-guard system, on the directory at the front entrance. You may move small items without notifying anyone.

You may only move in or out of the building between the hours of 8:00 A.M. and 5:00 P.M. Monday through Saturday.

ABSOLUTELY NO MOVING OR DELIVERIES ON SUNDAYS OR HOLIDAYS.

You are responsible for any damage incurred to the Condominium property when moving in, out, or upon the delivery of furniture and/or appliances.

NOISE ORDINANCE: A Pompano Beach City Ordinance prohibits noise after 11:00 P.M. Keep your radios and television sets turned low, and if you are having a party, keep the noise level down. Playing musical instruments loudly and for prolonged periods of time is also prohibited. Any unit owner who is being disturbed after the noted time of the Pompano Beach City Ordinance BSO should be called. The occupants of the unit being disruptive, will receive a written letter on the first offense. Second offense, occupants will be fined according to our Fining Rules. Be considerate of your neighbors.

Activities that are boisterous and otherwise create a nuisance, which disturbs the peaceful enjoyment of other residents and/or creates a potential safety risk is prohibited.

NOTICES, SIGNS: No signs, open house signs, advertising, notices, or other lettering other than the names of the owner or unit number on entry doors only shall be exhibited, inscribed, painted, or affixed to any part of the outside of the building or to unit windows (Excluding small religious symbols on the door frame.)

OCCUPANCY OF UNIT BY ANYONE OTHER THAN AN OWNER OR RENTER:

Anyone occupying a unit on a permanent basis who is not an owner or a renter must meet all the requirements of our documents, which require that they complete the application forms, interviewed, and pay the transfer fee of \$100.00.

OWNER CIVILITY RULE:

Guests and staff

Interaction with other owners, residents, guests, and staff

1.1: No Owner, resident, or guest may be verbally or physically abusive or otherwise engage in conduct that is offensive, threatening, or harassing to any other Owner, resident or guest, or to any Association or Unit Owner employee or contractor.

1.2: No Owner, resident, or guest may request special or personal services from an Association employee or contractor while the employee or contractor is on duty for the Association, nor shall any Owner, resident, or guest direct any Association employee or contractor in his or her job functions.

1.3: Association employees are required to report any violation of this rule to their supervisor.

1.4: The Board or individual members of the Board are empowered as a group or individually to initiate grievances, after appropriate investigation, against any Owner, resident, or guest who violates this rule.

PACKAGES: All packages will be left in the mailroom on the counter. If you are expecting something and are unable to pick up your package, arrange for a neighbor to do it for you.

PET POLICY: The Association's Declaration of Condominium provides that "No pets or animals may be kept or brought on any portion of the Condominium Property without prior written approval of the Board of Directors and subject to further rules and regulations.

The Board may adopt rules pertaining to pets or animals on the Condominium property.

Small birds and fish are permitted in the unit.

Pets and Requests for Reasonable Accommodation under Fair Housing Laws.

Any unit owner, occupant, or resident (collectively "Resident") who desires a reasonable accommodation to the Association's Pet Policy in order to obtain a service animal or an emotional support animal (ESA) as a result of having a physical or mental disability, shall notify the Association and provide information to the Board of Directors as needed under Federal, State or Local Fair Housing Laws to evaluate the validity of that request. At a minimum, the requesting individual shall complete any application and/or affidavit required by the Board, as well as a letter from a medical professional identifying the requesting individual's disability and verifying the requesting individual's need for a service animal or ESA. All requests for a service animal or ESA will be sent to the association's legal counsel, at the Board's discretion, to evaluate the validity of the request. Legal counsel may contact

the requesting individual or the medical professional used by the requesting individual to obtain more information if needed to properly evaluate the validity of the request for reasonable accommodation. Pursuant to Section 413.08 of the Florida statutes, “a person who knowingly and willfully misrepresents herself or himself, through conduct or verbal or written notice, as using a service animal and being qualified to use a service animal or as a trainer of a service animal commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 and must perform 30 hours of community service for an organization that serves individuals with disabilities, or for another entity or organization at the discretion of the court, to be completed in not more than 6 months.” A misdemeanor of the second degree can include a “definite term of imprisonment not exceeding 60 days.”

If the Board of Directors grants a request for a reasonable accommodation to the Association’s no pet policy, the Association reserves the right to withdraw this approval at any time should the service animal or ESA become a nuisance to others, which includes, but is not limited to barking, biting, aggressive behavior, attacking another animal or person and, the owner’s failure to properly and consistently dispose of excrement or waste, walking the dog in prohibited areas, and the failure to comply with all state and local ordinances and statutes, regarding leash requirements.

First Offense, you will receive a written letter.

Second offense, you will be fined as per our Fining Rule

The Service Animal or Emotional Support Animal must always be on a leash not longer than 5 feet, no retractable leashes, or inside a closed cage or carrier and under your complete control when outside your unit.

PLANTING: No one is to plant or place any object on the common elements without prior approval of the Board of Governors. If anything is planted or placed on the common elements without Board approval, the item or items will be removed immediately.

POOL, FITNESS CENTER, AND CLUBHOUSE RULES

General Pool Rules

- **Pool Hours:** Per Florida State Law, pool hours are from **7:00 a.m. to dusk**.
- **Swim at Your Own Risk:** No lifeguard is on duty.
- **Food, Drink, and Smoking:**
 - Florida State Law prohibits food in the pool.
 - **No smoking, eating, or glassware is permitted in the pool area.**
 - All food and beverages must remain at the tables located **outside** the pool area.
 - Drinks must be in **plastic containers only**.
 - **No glass of any kind** is permitted in the pool area.
- **Furniture and Equipment:**
 - Tables in the pool area may not be moved closer to the pool.
 - Umbrellas must be closed after use.
- **Hygiene:** All individuals must **shower before entering the pool**.
- **Safety Rules:**
 - No running, diving, or rafts are permitted.
 - Only radios with **earphones** are allowed.

- **Conduct:** All individuals using the pool must refrain from behavior that creates a nuisance.

Guests and Responsibility

- The pool and all recreational facilities are for the use of **owners, lessees, and their guests only**.
- Owners and tenants are **legally responsible** for the safety and conduct of their guests and dependents while using any common areas, including the pool, clubhouse, and fitness center.

Children

- Children **12 years of age and younger** must be accompanied by an adult guardian while in or near the pool.
- Children **aged 13 to 18** who do not know how to swim must also be accompanied by an adult guardian while in or near the pool.

Fitness Center Rules

- Use of the fitness facility may result in harm to individuals who are not familiar with or capable of safely using the equipment.
- Use of the fitness facility is at the user's own risk.
- Children 15 years of age and younger may not use the fitness facility or equipment unless accompanied by an adult.

Animals

- Assistance animals are not permitted in the pool, on the tables, or on the pool deck furniture.
- Assistance animals are required to always be under the control of their handler. Animals are not permitted in the fitness center or on the equipment provided.
- Assistance animals that pose health or safety risk to others or cause physical damage to the property will be denied accommodation.

- **Clubhouse**

- The clubhouse doors must remain locked unless the clubhouse is being used for an approved party or barbecuing.

RENTING OR PURCHASE OF UNITS: The Board of Directors must approve all rentals and sales of units. If you intend to rent or sell your unit, you must contact the management office to

obtain the necessary application forms to be completed by the prospective buyer or renter. The person(s) must each pay a transfer fee of \$150 per couple and \$150 per individual, and be interviewed to be approved to rent or purchase a unit. No interviews will be scheduled until all requirements are met.

Airbnb and similar short-term rentals are NOT permitted.

It is recommended that you notify your landlord 1 month in advance of your desire to renew your lease.

REPAIRS: No major repairs, other than emergency repairs, are to be made before 8:30 a.m. or after 5:00 p.m. Monday through Friday and only 9 a.m. to 4 p.m. on Saturdays. No repairs are to be made on Sundays or holidays. All repairs and renovations require the owner to submit a renovation request form, available at the management office, with all documentation required as per the request form package. This form must be approved by the Association and submitted with your Building permit application to the City of Pompano Beach. This includes a copy of the contract, a copy of the contractor license, and a certificate of insurance, as well as the City of Pompano Beach Building Permit prior to any work starting.

In the event you need assistance with emergency repairs, which are the responsibility of the Condominium Association, contact the Management Office between the hours of 8:00 A.M. and 4:00 P.M. All other times, contact one of the Board members for assistance.

DO NOT PERMIT WORKERS TO ENTER OUR FRONT LOBBY. All workers must use either the East or West elevators only.

RULES AND REGULATIONS GOVERNING INSPECTION AND COPYING OF ASSOCIATION RECORDS DEFINED:

The records available for inspection and copying are defined as those records designated by the Florida Condominium Act, as the same may be amended from time to time, as the Official Records of the Association, to the extent that the Association is required to maintain such records.

RECORDS AVAILABLE

No records other than those defined above shall be available for inspection or copying.

PERSONS ENTITLED TO INSPECT OR COPY

No unit owner, and no unit owner's authorized representative, shall have any right to inspect or copy the records of the Association, except as permitted by law. No person shall be permitted to make a request to inspect or copy the records of the Association or to actually inspect or copy the records of the Association, as a unit owner's authorized representative, unless such person delivers to the Association a written document signed and dated by the unit owner in which such person is expressly appointed as the unit owner's authorized representative for this purpose. No other person shall be permitted to inspect or copy the Association records. Requests to inspect the records by more than one unit owner or unit owner's representative at the same time will not be honored. Inspection will be limited to one unit owner or unit owner's representative at a time to ensure that the inspection process can be properly monitored.

INSPECTION AND COPYING

1. A unit owner, or a unit owner's authorized representative, desiring to inspect or copy Association records shall submit a written request to the Secretary (or Manager). The written request must be mailed, hand-delivered, or faxed to the Association's official mailing address. No other method of delivering a written request shall be valid or accepted. The written request must specify the

particular records the unit owner desires to inspect or copy, including pertinent dates, names, or time periods. The specification of the particular records must be sufficiently

ACTIVE: 8385940_1 detailed to permit the Association to retrieve the exact records requested. General descriptions of records, such as, but not limited to, "All items pertaining to _____", or "All correspondence from _____", or "All contracts for _____",

are insufficiently specific, shall not be permitted and such general requests shall not be honored.

2. Inspection or copying of records shall be restricted solely to those records specifically designated in the written request for inspection or copying. No inspection or copying of any other records shall be permitted. If the Association is unclear as to which documents are being requested by the unit owner, the unit owner will be contacted, and additional information must be submitted to clarify the inspection request. The statutory time frame to comply with the document inspection request will not start to run until the inspection request has been clarified.

3. A unit owner, or a unit owner's authorized representative, shall not submit more than one (1) written request for inspection or copying of records per calendar month. If more than one (1) written request for inspection or copying of records is made within a calendar month, then all such written requests subsequent to the first written request shall not be honored and no inspection or copying of records requested in such subsequent written requests shall be permitted. A written request for inspection or copying of records shall not contain a request to inspect or copy more than ten (10) records. If more than ten (10) records are being requested in a written request to inspect or copy records, then all records subsequent to the first record listed in the written request shall not be honored and no inspection or copying of those subsequent records shall be permitted. No written request shall be submitted for the same records requested in a prior written request within the previous twelve (12) calendar months. If a written request is made for the same records requested in a prior written request within the previous twelve (12) calendar months, such written request shall not be honored and no inspection or copying of the same records shall be permitted. The time to inspect any one (1) record shall be limited to a maximum of four (4) hours in any one sitting. In no event shall an inspection exceed eight (8) hours in any one-month period.

4. Inspections of records shall be conducted at the office where the Association's records are maintained or at such other location as may be designated by the Association. No unit owner or an authorized representative of a unit owner shall remove original records from the location where the records are inspected or make any marks or alterations on the original records.

5. Records shall be made available for inspection on or before the tenth (10th) working day subsequent to actual receipt by the Association of the written request for inspection. This time frame **may** be extended or delayed upon writing

ACTIVE: 8385940_1 Agreement between the Association and the unit owner making the request. The Association shall notify the unit owner or the unit owner's authorized representative in writing that the records are available for inspection, and the time, date, and place when the records may be inspected. Records may be inspected only at the time, date, and place designated by the Association and only during normal Association business hours, or during the normal business hours of the location where the records are to be inspected, if other than the Association office. For the purposes herein, "working day" shall mean Monday through Friday, exclusive of federal, state,

and local holidays on which the office of the Clerk of Court of this County is closed for business. For purposes herein, "normal business hours" shall be the hours the Association office is customarily open, or the hours the location where the records are to be inspected is customarily open, namely 8 A.M. to 4 P.M. on a weekday. The Association shall not research or otherwise review its records to locate any of the specific records requested to be inspected or copied by the unit owner or the unit owner's authorized representative. The Association shall merely indicate which drawer, file cabinet, box or other storage facility in which the official records may be kept containing the type of record requested to be inspected or copied by the unit owner or the unit owner's authorized representative. The Association is under no obligation to pull or

compile records requested by the unit owner or unit owner's representative. The unit owner, or the unit owner's authorized representative, shall be required to research and/or review the records contained in such storage facility in order to locate the specific records requested to be inspected or copied.

6. A unit owner or the unit owner's representative can use a portable device, including a smartphone, tablet, or portable scanner, or any other technology capable of scanning or taking photographs, to make an electronic copy of the official records in lieu of the association's providing the member or his or her authorized representative with a copy of such records. If, during or immediately upon completion of the inspection, a unit owner or a unit owner's authorized representative desires to have the Association make a copy of a record, the unit owner or the unit owner's authorized representative shall designate, in a separate writing, on a form provided by the Association, the specific record, or portion thereof, including page numbers, for which a copy is desired, or in the alternative, shall designate such record, or portion thereof, by use of a "clip" or "tab" upon the page(s) of the record. Not more than one (1) copy of each record requested shall be permitted. If the location where the records are being inspected or stored has a copy machine capable of making copies of the designated records, then copies of the records shall be available within two (2) working days subsequent to the designation of such records for copying. If there is no copy machine at the location where the records are being inspected or stored capable of making copies of the designated records, then copies of the records shall be available within a reasonable time after a copying service can pick up, copy, and return the records to the location where the records are being inspected or stored. In the event the ACTIVE: 8385940_1 copies of the records are so voluminous, or a copy machine or copy service is not available or too busy, or the records are in such condition or form that copies cannot be made available within the above-stated time periods, then copies will be made available as soon as practical. The Association shall not copy records or make copies of records available unless the unit owner or the unit owner's authorized representative actually inspects the records and designates which records the unit owner wants copied. The Association is under no duty to mail or otherwise deliver copies of the records to the unit owner or the unit owner's authorized representative. The unit owner, or the unit owner's authorized representative, must go to the location where the records were inspected and pick up the copies. Notwithstanding the above, if requested by the unit owner or the unit owner's authorized representative, the Association may, if it deems the request reasonable in its sole discretion, make copies of records without the unit owner or unit owner's authorized representative actually inspecting the records and may arrange for the copies to be mailed or otherwise delivered by any method agreed to between the Association and the unit owner or the unit owner's authorized representative. If no inspection of the records is made and the Association agrees to make copies, then copies of the records will be available within a reasonable time, but not less than two (2) working days subsequent to the last date the records would have been available for inspection.

7. A unit owner or a unit owner's authorized representative desiring a copy of a record shall pay the reasonable expense of making the copy, which expense shall not be less than the actual cost of making the copy, nor more than the highest amount permissible by law. A unit owner or unit owner's authorized representative, who has made an agreement with the Association for the Association to make copies of records without the unit owner or unit owner's authorized representative actually inspecting the records, shall pay a reasonable expense for obtaining, researching and reviewing the Association's records to locate and copy the requested records, including labor, which expense shall not be less than the actual expense incurred. A unit owner or unit owner's authorized representative, who has made an agreement with the Association to mail or otherwise deliver copies of records, shall pay a reasonable expense for mailing or otherwise delivering the copies, which expense shall not be less than the actual cost of mailing or otherwise delivering the copies. Payment in advance for the cost of obtaining, researching, and reviewing records, making a copy, or mailing or delivering a copy shall be required. In the event payment is

made in a form other than cash, cashier's check, money order, or certified check, payment shall not be deemed received unless and until payment has cleared. No record shall be obtained, researched, reviewed, or located and no copy of a record shall be made, mailed, or delivered, unless and until payment therefore is received. Records not normally kept in written form shall be produced for inspection in the form in which they are normally kept unless the law requires the record to be converted to written form. The cost of converting ACTIVE: 8385940_1 such records to written form shall be in addition to the cost of copying such records, and the unit owner or the unit owner's authorized representative shall pay a reasonable expense of converting such records to written form, which expense shall not be less than the actual cost of making the conversion nor more than the highest amount permissible by law unless the law requires the Association to pay the cost of converting the records to written form.

MANNER OF INSPECTION

1. No written request for inspection or copying shall be made solely to harass another unit owner or resident, the Association, or any Association officer, director, employee, or agent.
2. For purposes hereof, a unit owner and the unit owner's authorized representative shall be considered one person.
3. All persons inspecting or requesting copies of records shall conduct themselves in a courteous manner and shall not interfere with the normal operation of the Association's office and the duties of its personnel, or the operation of the office where the records are being inspected or copied and the duties of their personnel. The Association, or the office of the location where the records are being inspected shall assign at least one staff person to assist in the inspection of the records, and all requests for assistance and copies during the inspection shall be directed to that person.
4. The Association shall maintain a log sheet which shall include: the date a written request for inspection or copying of records is received, (ii) from whom the written request was received, (iii) what records are requested to be inspected or copied, (iv) the date the person requesting inspection or copying was notified of the availability of the records for inspection or copying, (v) the date the person requesting inspection or copying actually inspected or received copies of the records, (vi) and a place for the person requesting an inspection or copying to sign, acknowledging the records were inspected or copies were received. Every person permitted to inspect or copy records shall sign the log sheet prior to actual inspection and prior to taking actual delivery of the copies. No inspection of records shall be permitted, and no copies of records shall be delivered unless and until the person requesting inspection or copies signs the log sheet. A unit owner or representative may not bring a "witness" while inspecting the books and records of the Association. ACTIVE: 8385940_1

ENFORCEMENT OF INSPECTION AND COPYING RULES

1. Any violation of these rules shall be cause for the Association to suspend the document inspection or copying until such time as the violator agrees in writing to comply herewith, in which event the inspection or copying shall resume on the next working day after receipt of the written agreement, at a time designated by the Association.
2. Requests for inspection and copying that do not comply with the foregoing rules will not be honored, but the Association shall, instead, mail or hand deliver a written response to the person requesting inspection and/or copying within two (2) working days after receipt of a non-complying request and shall indicate how the request fails to comply with the Association's Inspection and Copying Rules. A unit owner or the unit owner's representative may submit one corrective request for inspection and copying within the same month if the initial request is rejected for being non-compliant.
3. The Board of Directors may take whatever appropriate legal action is available against any person who fails to comply with these rules.

4. Nothing in these rules should be construed as a limitation or restriction upon any of the Association's rights or remedies, or act as an election of remedies. All rights and remedies available to the Association shall be cumulative.

SATELLITE DISHES: You may install a satellite dish 1 meter or less in diameter and secured.

SECURITY: All residents should cooperate regarding maintaining security. Report any suspicious person(s) or incident(s) to the police by dialing 911 immediately. You may dial 911 from the entry-guard system in the front lobby. Do not permit anyone who is not a resident of Waterford Point to enter the building. Insist they use the entry system at the front lobby door.

SPEED LIMIT: Maintain a speed of no more than 10 miles per hour in our parking lot to prevent accidents.

TANKLESS WATER HEATERS: Are not allowed in the units due to insufficient amperage in the units and the building.

TRASH: All trash, glass, and anything other than that, which cannot be disposed of in your garbage disposal, **MUST BE PLACED IN PLASTIC BAGS, SECURELY FASTENED**, and placed into the trash chutes provided on each floor. All large cartons, etc., must be broken down and must be taken to a dumpster room located on the ground floor, and should not be placed in the trash chute area. Moving cartons must be removed by the mover.

UNITS FOR SALE: No Open House signs at the entrance of Waterford Point or placed on the Common elements of the property. Realtors must meet prospective buyers in the lobby and escort them to the unit for sale. The lobby code is never to be given out or entered for the prospective buyer to use. This is for the safety of our owners.

VACANT UNITS: Unit owners absent for longer than fourteen (14) consecutive days, especially during the hurricane season, which runs from May 15 to November 30, must remove all items from the balcony and shut off water to the unit before vacating the same. All perishable food items should be removed from the unit, and the air conditioning should be left running at a reasonable temperature to avoid any mold growth. In addition, unit owners absent for longer than fourteen (14) consecutive days must also designate a caretaker for their unit. That unit caretaker must be local, and contact information must be provided to the Association for that individual, which includes name, address, phone number, and email address.

WASHERS & DRYERS: Are Not Allowed to be installed in Units AFTER August 23, 2022.

WATERFORD POINT CARTS: Shopping Carts are located by the east and west elevators for residents' use only. They are not to be used by contractors, vendors, etc. Carts are the property of the Association.

NO carts of any kind are to be taken into or through the main lobby or into the main elevator.

Do not retain carts in your unit or leave them on the catwalks or in the elevators.

You are responsible for returning them to where they belong

