

**WATERSTONE MASTER ASSOCIATION, INC.,
WATERSTONE GRAND CLUBHOUSE
RULES AND REGULATIONS
PLAYGROUND, GYM, POOL & SPA**

POOLS, SPA, and POOL AREA

Use of the pool, pool area and spa (collectively “water amenities”), shall be subject to all laws, regulations and requirements promulgated by all governmental agencies having jurisdiction in such matters, and are incorporated herein by reference. The Board of Directors (“Board”) has the right to make, modify, or otherwise amend Association rules governing the usage of the water amenities and all other common areas and may establish conditions, hours or usage and prohibited activities for same.

Cardholders must be always present except as otherwise provided herein. **NO ONE** is allowed access to the clubhouse without their access card.

The hours for use of the swimming pool and spa are **10:00 a.m.** to **dusk** unless otherwise determined by the Board.

No lifeguards are provided to supervise any water amenities. The Association is not responsible for ensuring the safety of users of the water amenities and assumes no responsibility for any personal or other accident or injury in connection with such use, or for any loss or damage to personal property. Use of water amenities is at your own risk.

No person under twelve (12) years of age is permitted in the water amenities without adult supervision.

Only small floats are allowed including baby floats, toddler floats and noodles.

No Discharges. It shall be the Owner's responsibility to ensure that no Owner, their tenants/lessees, guests, or other invitees, discharge anything, material, liquid, or item into any water amenity at any time for any reason whatsoever. Any violation of this rule or of any laws, regulations or requirements promulgated by all governmental agencies having jurisdiction in such matters, shall entitle the Association to exercise all its rights and remedies, including, but not limited to, the right to fine Owners, or to take any other remedial or legal actions necessary to remedy all damages resulting from such unlawful discharge.

Guests must be accompanied by a cardholder, except in the case of an approved temporary pass registered with the clubhouse staff. Guests are to be limited in number not to exceed four (4) guests, at any time, per cardholder.

No pets of any kind are permitted inside the clubhouse, in the pool deck, pool, or spa area.

Any person who is incontinent or not fully potty trained must wear appropriate waterproof or commercial protective swimming garments when using the pool and spa.

Ball playing, running, jumping, or “roughhousing” are not allowed in the clubhouse, or in or around the pool and pool area. No bicycles, skateboards, hoverboards and scooters in the clubhouse, or in or around the water amenities.

Pool or water toys (water guns, squirt guns, water balloons, footballs, soccer balls, basketballs, etc.) are not permitted in the pool or spa, nor the surrounding areas. Beach balls are allowed.

No diving or jumping into the pool or spa.

Glass, i.e., beverage containers, ashtrays or items like are not permitted in the pool or spa, nor any areas surrounding such amenities. The entire property is a non-smoking area.

All beverages must be in plastic / metal containers and disposed of in the proper trash container.

No alcohol is permitted in any areas of the clubhouse except for party rentals, by providing proof of insurance and off duty police officer. Bags and coolers may be subject to alcohol check.

Absolutely no smoking or vaping (e-cigarettes) is permitted in any area of the clubhouse. The entire property is a non-smoking area.

Individuals using the spa should weigh the risks and determine their ability for safe use and duration times before such use.

No more than seven (7) persons may use the spa at one time. No person under twelve (12) years of age is permitted in the spa without adult supervision.

All pool equipment, furniture and accessories must remain in the pool area.

Cardholders and their guests may not drag any pool furniture (chairs, tables and lounges) around the pool, or otherwise substantially relocate such pool furniture.

No reservation of pool chairs, tables, lounges, grills, etc. is permitted.

Beach towels are required to be kept on pool furniture when suntan lotion, sunscreens, and other skin application materials are being used.

Cardholders/guests must be dry on entering the clubhouse. Shoes and cover-ups must be worn to and from the pool and spa.

All personal items, including any allowed water-related recreational craft, toys, or sports items, as well as trash or other refuse must not be left or stored in, on or about any and all water amenities.

All trash must be removed from the pool area.

No portion of the property shall be used, in whole or in part, for storage of any belongings or thing that will cause it to appear to be in an unclear or untidy condition or that will be obnoxious or unsightly to the eye; nor shall any substance, thing, or material be kept on any portion of the property that will emit foul or obnoxious odors or cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of the property. No noxious or offensive activity or offensive behavior shall be carried on in the property, nor shall anything be done therein which may be or become an unreasonable annoyance or nuisance to any Owners, their tenants/lessees, guests, or other invitees. The Board shall have the sole discretion in determining if any equipment, fixture, materials, or activity producing such noise, odor or offensive behavior constitutes a nuisance. Radio must be at a volume so as not to disturb others sitting nearby. No explicit or inappropriate music allowed.

All persons must shower before entering the pool or spa.

The pool gate(s) must be closed when entering or leaving the pool area.

In case of thunder, lightning, or heavy rain all cardholders / guests must be inside the clubhouse and out of the pools and spa.

GYM

No gym attendant.

Persons using the gym and the equipment located therein do so at their own risk. The Association assumes no liability for injuries or accidents. It is the responsibility of all persons to obtain proper instruction on how to use the equipment prior to usage of such equipment, and the equipment is only to be used in accordance with such instructions. It is the responsibility of all persons using the gym to consult with their physician, and such person should be in good physical condition and have no physical, medical or psychological conditions, disabilities,

impairments or ailments, chronic or otherwise, which would preclude, impair or prevent such person from using the gym, equipment or amenities or engage in active or passive exercise.

Equipment must be wiped down after each use.

Persons under 16 years of age must be accompanied and supervised by an adult at all times inside the gym.

Proper attire required at all times, including closed toe shoes. No loose or dangling clothing.

Please be considerate of others, headphones must be used with all audio devices.

No consumption of food or alcoholic beverage is permitted in the gym. Non-alcoholic beverages are permitted only in plastic or metal capped containers.

PLAYGROUND

Hours: **10:00 a.m.** to **sunset.**

The use of playground and playground equipment is at your own risk.

The playground area reserved for cardholders and their guests only.

Persons under the age of 12 must be always supervised by an adult.

Playground use is intended for those 12 years of age and under.

All guests must be accompanied by a cardholder.

NO rough playing permitted.

NO jumping off sliding board.

NO glass in the playground area.

NO pets are allowed in playground area.

Absolutely NO alcoholic beverages permitted in the playground area.

Absolutely NO smoking is permitted in the playground area.

NO littering – Deposit trash in receptacles.

Failure to comply may result in reasonable fines and / or suspension for a reasonable period from the property, against any Owner or any Owner's tenant, guest, or invitee for the failure of the Owner of the parcel or its occupant, licensee, or invitee to comply with any provision of the Amended and Restated Declaration for Waterstone, the Association Articles of Incorporation, Bylaws, or reasonable rules and regulations.

**WATERSTONE MASTER ASSOCIATION, INC.
RULES REGULATING ASSISTANCE ANIMALS
(EMOTIONAL SUPPORT AND SERVICE ANIMALS)**

The policy of Waterstone Master Association, Inc. ("Association") is to make every attempt to provide reasonable accommodations to disabled owners, residents and guests in accordance with state and federal law. The following regulations shall apply to all reasonable accommodation requests to bring emotional support animals and/or service animals ("Assistance Animals") to the amenities, recreational facilities and other Common Areas of Waterstone Master Association, Inc. ("Association").

Accommodation Requests

- The person requiring the reasonable accommodation of an assistance animal is the only person granted exception from the normal requirements for pets.
- The Association is entitled to obtain information that may be needed to evaluate whether requested accommodation is necessary because of the current or future owner, resident or guest's disability/handicap. Any request for an assistance animal must be submitted to the Association and approved by the Association. All applicants must submit a completed "Request for a Reasonable Accommodation Form" ("Accommodation Request Form") and "Assistance Animal Registration Form" ("Registration Form") to the Association. In addition to the Accommodation Request Form, applicants may also submit proper paperwork from an appropriate medical professional verifying the disability and the need for the requested accommodation.
- After reviewing the submitted Accommodation Request Form, the Association may request reliable information that is necessary to verify that the requester has a physical or mental impairment that substantially limits one or more major life activities (which is the definition of a "handicap" under the Fair Housing Act). Adequate time must be provided for the Association to review the request.
- Any request for a service dog must also contain information about the training they have received and the service and tasks they perform in order to assist the disabled person.
- Assistance animals for any guests of residents must follow these same procedures including submitting the appropriate paperwork and obtaining approval before bringing the animal to any Common Area of the Waterstone Master Association, Inc.
- The Association will not accept tags, certificates, or any other items purchased from any source that purport to "certify" or "register" an animal as an emotional support or service animal. Such items are insufficient to establish that a requesting party is disabled under applicable law and that an animal will ameliorate the effect(s) of the requesting party's disability.
- The Association may request advice from legal counsel concerning any owner, resident, or guest's request for a reasonable accommodation. A requesting party consents to the disclosure of all documentation in support of his or her request for accommodations to the Association's legal counsel.

Licensing

- The owner, resident or guest requiring the assistance animal shall meet any and all licensing and tag requirements of Miami-Dade County and the State of Florida.
- Copies of documentation evidencing immunization and proof of current tags are to be provided to the Association on an annual basis.

Leash Requirements

- The assistance animal must be carried, wheeled in a stroller, tethered or on a leash at all times when on the Common Areas. Leashes must be no longer than six (6) feet in length. Within the

Common Areas, assistance dogs must be kept on a tight leash and alongside their owner to assure they do not bother other residents. If the requesting party is unable to use a leash because of the disability, the handler must have control over the assistance animal by voice, signal or by other effective means.

- Other types of assistance animals must be appropriately caged while in the Common Areas.
- An owner, resident or guest must ensure that his or her assistance animal is properly controlled in the Common Areas of the Waterstone Master Association, Inc. An assistance animal may not be left unattended on the Common Areas and may not be tied or tethered to any Association property, unless approved by management. Should an assistance animal become a nuisance to others, the owner, resident or Guest may be asked to remove the assistance animal from the Common Areas.

Care and Supervision

- The care and supervision of the assistance animal is the sole responsibility of the assistance animal's owner or handler.
- Should a request for a reasonable accommodation to the pet policy be granted for an assistance animal, the Association reserves the right, pursuant to Florida law, to withdraw this approval at any time should the assistance animal become a nuisance to others, which includes, but is not limited to: barking, biting, aggressive behavior, attacking other individuals or pets, the owner's failure to properly dispose of excrement or waste, failure to comply with all state and local ordinances and statutes, not maintaining the assistance animal under the handlers control at all times when on the Common Areas, insect/extermination problems, sanitation/odor problems, the failure to maintain current and annual vaccination, immunization and veterinarian records for the animal, and all certifications or trainings the animal possesses. Failure to comply with any of these requirements is grounds to withdraw the approval of the assistance animal. Additionally, the approval of the assistance animal may be withdrawn if the requesting party is no longer disabled or when the requesting party's assistance animal dies or is disposed of.
- Any damage/injury to person or property resulting from the assistance animal shall be the responsibility of the owner and the assistance animal's owner.
- It is the responsibility of the owner, resident or guest requiring an assistance animal to properly dispose of all waste and place feces in the designated rubbish can.

Ensuring Animal Behavior

- **The assistance animal must:**
 - Not initiate contact with someone without their direct permission.
 - Not display any aggressive behavior or disruptive noises, as determined by the Board of Directors (such as excessive barking, whining, growling, lunging or charging toward people).
 - Not present a direct threat to any residents or guests.
 - Not block any aisle or passageway; and
 - The assistant animal's owner must accompany their assistance animal at all times when within the Common Areas.
 - The Association's nuisance rules still apply - they include noise, smell, etc. Loud barking is unacceptable. Assistance animals must be controlled so that they do not bother other residents or pets by barking, growling, sniffing, or jumping on them.

Restrictions

- Assistance animal owners are prohibited from requesting that Association personnel walk or look after their animals while on duty.

- For health, safety and sanitary reasons, assistance animals are not permitted in the pool or spa or on the pool furniture or on furniture and equipment of the Association. Additionally, assistance animal owners are prohibited from using the Association's supplies or services provided at the pool or within the Common Areas for their assistance animals.

The Association reserves the right to have an assistance animal removed if, in the Board's discretion, it poses a direct threat to others, constitutes a nuisance, and/or disrupts the ability of other owners to enjoy the Common Areas and amenities of the Waterstone Master Association, Inc.

IN ACCORDANCE WITH SECTIONS 413.08(9) AND 817.265, FLORIDA STATUTES, A PERSON WHO KNOWINGLY AND WILLFULLY MISREPRESENTS HERSELF OR HIMSELF, THROUGH CONDUCT OR VERBAL OR WRITTEN NOTICE, AS HAVING A DISABILITY OR DISABILITY RELATED NEED FOR A SERVICE ANIMAL OR EMOTIONAL SUPPORT ANIMAL OR BEING QUALIFIED TO USE A SERVICE ANIMAL OR EMOTIONAL SUPPORT ANIMAL OR AS A TRAINER OF A SERVICE ANIMAL COMMITS A MISDEMEANOR OF THE SECOND DEGREE, PUNISHABLE BY (1) A DEFINITE TERM OF IMPRISONMENT NOT EXCEEDING 60 DAYS AS PROVIDED IN SECTION 775.082, FLORIDA STATUTES OR (2) A FINE OF \$500.00 AS SET FORTH IN SECTION 775.083, FLORIDA STATUTES AND SUCH VIOLATOR 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

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