WAVERLY
Condominiums at South Beach

Rules and Regulations

Introduction

This document prescribes the policy, rules and regulations established and enforced to ensure the comfort, enjoyment, and safety of all residents of The Waverly at South Beach. These rules and regulations promote the luxury resort lifestyle, preserve the beauty of the complex, and enhance the value of the property.

All owners, tenants, residents, guests, service providers, employees agree to abide by these rules and cooperate with the Association in securing compliance with the same. This version of the rules and regulations supersedes previous versions of the rules and regulations.

Rules exist in isolation of each other. If a rule becomes invalid for any reason, all remaining rules remain in effect.

IT IS THE RESPONSIBILITY OF THE UNIT OWNER TO PROVIDE THEIR TENANTS WITH A COPY OF ANY APPROVED AND UPDATED VERSIONS OF THE RULES AND REGULATIONS ACCORDINGLY.

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Policy
The Waverly at South Beach Condominium is located at 1330 West Avenue, Miami Beach, FL 33139. The common elements of The Association include: all hallways, lobbies, bay-view room, business center, elevators, stairwells, fitness room, yoga room, building management offices, maintenance rooms, pool areas, garages, the front entrance, driveways, shipping & receiving areas and all landscaped areas. For a detailed description of the Common Elements, please refer to the Declaration of Condominium.

Under the provisions of condominium governing documents, the Board of Directors of THE WAVERLY AT SOUTH BEACH CONDOMINIUM ASSOCIATION, INC has the authority and responsibility for the operation of the association, management of the condominium property and for establishment and enforcement of rules and regulations.

The Board may modify or amend these rules and regulations as needed. 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 or leases. These Rules and Regulations promulgated hereinafter shall apply to all Unit Owners and Leases. The Unit Owners shall comply with said Rules and Regulations at all times and shall use their best efforts to ensure compliance by their families, guests, invitees, housekeepers, and leases who reside or visit the condominium.

The Association rules and regulations is cumulative with the covenants, conditions, and restrictions set forth in the Association's governing documents, provided that the provisions of these documents supersede over these rules & regulations in the event of a conflict or a doubt as to whether a specific practice or activity is or is not permitted.

Applicability
All owners, residents, registered tenants, guests, visitors, employees, members, contractors, service providers and vendors have the responsibility of observing and adhering to all of the rules and regulations of the Association as stated in this document. All Residents must comply with the provisions of the Declarations, Bylaws and Articles of Incorporations of the Association and any respective amendments.

Fines and/or Suspension of Use Rights
The association’s Board of Directors established fines and/or suspension of use rights and enforcement procedures pursuant to the bylaws for violations of the Association’s rules.

A violation of a rule may result in a fine and/or suspension of use rights. Each violation is grounds for a separate fine and/or suspension of use rights.

As per Florida State Statutes Chapter 718: fines are $100 per occurrence and no such fine shall exceed $1,000. The fine schedule is subject to change.

Violations of any rules shall be reported immediately to Management or Security. In case of such violation the Unit Owner / Resident shall be notified by Management of the complaint and will be given the opportunity to correct the problem. If the disturbance or violation continues or recurs, it shall constitute prerequisite event Grievance Committee Hearing Following such notice and Hearing, the Grievance Committee has the right to fine the Unit Owner. In addition, the Association may commence legal action against the Unit Owner / Resident.

Failure of any resident to comply with the Rules and Regulations is grounds for action; which includes without limitations any action to recover sums due for damages, injunctive relief, or any combination thereof together with any attorney's fees or costs incurred in conjunction with such actions.

A fine or multiple fines and / or suspension of use rights, may be imposed upon a resident and / or owner for failure of that resident, guest, visitor or service provider, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, Articles of Incorporation or By-Laws. Unit owners are ultimately responsible for unpaid fines incurred by their respective tenants.

The Association reserves the right at its sole discretion to evict a tenant(s) from a unit if such tenant(s) is a repeat offender of the Rules and Regulations or if the initial violation is severe in nature. The Association will exercise this right by acting as the landlord of the unit under the Landlord Tenant Act guidelines which is outlined under the Condominium Association Compliance Requirements Section of the lease at the owner's sole expense. The Association at its sole discretion also reserves the right to deny renewal of any future leases for those tenants who have been in non-compliance to the rules and regulations.

Payment of Fines

Fine are payable to: **The Waverly at South Beach Condominium Association**. Fines are due when billed. Unpaid fines will remain in the unit's account until payment is received. The Association will not approve any future residents for specified units until all fines are paid in full.

Grievance/Fines Committee

The Grievance/Fines Committee is a group of no less than (3) three owners selected by the Board of Directors whose role is to preside over hearings and determine whether to confirm or reject a fine or suspension imposed by the Board due to non-compliance with the Association's governing documents. The members of the Grievance Committee are neither board members, employees of the Association, or the spouse, parent, child, brother or sister of a member of the Board or an employee. The role of the Grievance Committee is limited to determining whether to confirm or reject a fine or suspension levied by the Board. If the Grievance committee does not agree, a proposed fine or suspension may not be imposed. The Grievance Committee meets once a month or as necessary. The Board of Directors may change the Grievance Committee at its sole discretion. The Association may, but is not obligated to depending on the severity of the offence, provide two (2) warning before a fine is levied.

The Association shall provide at least 14 days' written notice of a fine or suspension levied by the Board and provide an opportunity for a hearing to the unit owner and, if applicable, its occupant, licensee or invitee. The hearing shall be heard before the Grievance Committee. All matters considered by the Grievance Committee prior to such hearing shall be provided in writing to the property manager. The property manager will acknowledge receipt of any written material and forward the resident's documents to the Grievance Committee for consideration. The offending owner/resident must appear in person to receive adjudication from the Grievance Committee on

his/her appeal. The Grievance Committee may participate remotely. The owner, occupant, guest, or tenant may appear before the grievance Committee by video conference if not available and approved by the committee.

Suspension of Rights for Nonpayment of Assessment Fees

If you are at least ninety (90) days delinquent in paying a fee, fine, or other monetary obligation due to the Association, the Association may suspend the right of the unit owner or the unit's occupant, resident, guest or tenant to use the common elements, common facilities, or any other association property until the fee, fine, or other monetary obligation is paid in full. Under such a suspension, residents will continue to have access to their building's main entrance, the elevators and their units and parking spaces. Under such a suspension, residents will continue to have access to valet services. However, such services will NOT be complimentary and will be charged to the Resident at the current parking rates.

Duly Noticed Meetings

Any owner may tape record or videotape during association duly noticed meetings of the members provided that the owner notifies the Board of Directors via the management office in writing not less than 48 hours in advance of said meeting.

Zero Tolerance Policy

The Association has a zero-tolerance policy against physical, verbally abusive, menacing or threatening behavior directed at fellow residents, guests, employees, and outside service providers supervised by the property management company. Any complaints submitted are subject to fines and/or suspension of use rights and if warranted, legal actions.

Guest Policy

"Registered Resident Guest" – are entitled to use all facilities as if a resident, but must be registered with the management office.

Guests must comply with the Association Rules and Regulations and be cooperative if asked to provide proof of guest status. Failure to comply with rules and regulations will result in loss of guest privileges to use common elements or amenities. Residents must accompany their guests, with exception to "registered resident guests", at all times when using common elements or amenities. Front desk personnel will grant approved guests with access to the building. All guests shall be required to register with the front desk prior to entry into the common elements. The guest maximum for the pool, volleyball court and all other amenities applies to all guest, including "registered resident guests".

Attire

All owners, residents, registered tenants, guests, visitors, employees, members, contractors, service providers and vendors are required to wear appropriate attire throughout the interior and exterior common elements. Shirts and footwear are required at all times in all common elements inside of the building. Residents and all guests are to be dry before entering any building's common elements including elevators. Nudity is not permitted.

General Condominium Rules

1. Sidewalks, entrances, passages, vestibules, stairways, corridors, halls and all of the common elements must remain free of obstruction, and may not be encumbered or used for any purpose other than ingress or egress to and from the premises. Additionally, no carriages, bicycles, shopping carts, chairs, benches, tables, or any other objects be stored therein. No one shall play or loiter in halls, stairways, elevators or other public

common areas. All doors leading from the building to the outside or from the garages into the elevator lobbies, stairways, or the Condominium building will remain closed at all times and shall not be propped open.

2. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted, or affixed in, on or upon any part of the Condominium Unit of Condominium Property by any Unit Owner or occupant without written permission of the Association or as otherwise provided in the Declaration.
3. No awning, canopy, shutter or other protection shall be attached or placed upon the outside walls or doors or roof of the building without the written consent of the Board of Directors of the Association. The exterior appearance of all window coverings shall be white in color.
4. Complaints regarding the service of the Condominium shall be made in writing to the Association.
5. Payments of monthly assessments shall be made at the office of the Association or by other means approved by the Board. Payments made in the form of checks shall be made to the order of such party, as the Association shall designate. Payments of regular assessments are due on the first (1st) day of each month, and if such payments are then (10) days or more late, they are subject to late charges and interest as provided in the Declarations of Condominium.
6. Bicycles, scooters, baby carriages, similar vehicle, toys or other personal articles may not stand in any driveway, Common Elements or Limited Common Elements.
7. Unit Owners shall not send employees of the Association out of the building at any time for any purpose. No Unit Owner or resident shall direct, supervise or in any manner attempt to assert any control over the employee of the Association.
8. Food and beverages may not be consumed outside of a Unit, except in designated areas approved by the Board of Directors of the Association.
9. Provisions in the nature of Rules and Regulations are specified in the Declaration of Condominium.
10. 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 binding as all other Rules and Regulations previously adopted.
11. 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.
12. All owners, guests, and renters must register at the office upon arrival, and acknowledge receipt and comply with all House Rules.
13. Bicycle riding, skateboarding or rollerblading is prohibited in common areas.
14. In the event any Rules and Regulations 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.

Cleanliness, Trash and Debris

1. Refuse and bagged garbage shall be deposited only in the areas provided. All refuse must be bagged in sealed garbage bags. Large items and boxes cannot be placed in the trash chutes. They block the chutes and may cause injury to those that remove them. All boxes and large items must be properly disposed of in the trash rooms on the garage level. Recyclable items must be disposed of in the recycling bins located in the garage level across from the receiving office. Water closets and other water apparatus and plumbing facilities on the Condominium Property shall not be used for any purpose other than those for which they were constructed.
2. No garbage cans, supplies, water bottles or other articles shall be placed in the halls, on the balconies, or on the staircase landings, nor shall any linens, 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 exposed on any part of

the Common Elements. Fire exists shall not be obstructed in any manner, and the Common Elements shall be kept free and clear of garbage, debris, furnishings, or materials.

Damages

Unit Owners are responsible for any damages to the Common Elements, or Limited Common Elements caused by themselves, their family, guests, invitees, servants, lessees and persons who are on the Condominium Property because of such Unit Owner.

Residents are financially responsibility for any and all damages resulting from the actions of themselves or their family, guests, service providers, or pets to any part or portion of the Association's property, real, or personal. This includes but is not limited to, theft, scratching, marking, denting, defacing, vandalizing, altercation, damage or desecration of the buildings, furnishings, decorations, or any common element or property of the Association. The Association may seek criminal charges if the Board of Directors feels it is appropriate and restrict future entry to the Association.

Disturbing Noises, Annoyances or Nuisances

1. Noise disturbances may be reported to the front desk 24 hours a day. The Association's staff will investigate the source of the noise and takes appropriate action. Management reserves the right to contact City of Miami Beach Police Department and/or Code Compliance Department.
2. Construction noise is permitted Monday thru Friday 9:00am to 4:00pm.
3. Soliciting is not allowed in the Association property. This includes distribution of business cards or other promotional materials.
4. Foul odors emanating from units is strictly prohibited.
5. Residents understand that disturbance of the peace infringes on neighbor's peaceful enjoyment of their property and in default of the rules and regulations.
6. No Unit Owner or Lessee shall make or permit any disturbing noises in the building by himself, his family, housekeepers, employees, agents, visitors, and licensees, nor do or permit anything by such persons that will interfere with the rights, comfort or convenience of the Unit Owners and residing residents.
7. No Unit Owner or Lessee shall play upon or suffer to be played upon any musical instrument, or operate or suffer to be operated a phonograph, television, radio or sound amplifier in his Unit in such a manner as to disturb or annoy other occupants of the Condominium.
8. No Unit Owner shall conduct or permit to be conducted vocal or instrumental instruction at any time.
9. All parties shall lower the volume as to the foregoing after 11:00 p.m. each day.
10. No pet shall be allowed to be an annoyance, nuisance, or offensive to others throughout the Waverly property. This includes, but not limited to, continuous barking, whining, yelping, meowing, crying, or any continued disturbance. Management will notify the Unit Owner or Resident, and grant the opportunity to correct the problem. If the disturbance continues unabated, it shall constitute a nuisance and a violation of this Rule.

No Smoking

Smoking is strictly prohibited within all the common elements of the Association. This includes, but not limited to, the pool area, entire fourth floor outdoor area, volleyball court, and tennis court. Smoke and smoke smell coming out of units is strictly prohibited.

Household Animals and Pets

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All Unit Owners and Residents who keep and care for household pets or companion animals (herein referred to simply as "Animals" or "Pets") must adhere to the State Of Florida (Florida Humane Care For Animals Act) and Miami Dade County laws including breed restrictions, city ordinances, and the following Rules and Regulations governing household animals. This will insure the health, comfort, safety and general welfare of all Residents.

Animals shall not, in the reasonable judgment of the Board and / or Management, constitute a continuing nuisance to others or cause repeated damage to the Common Elements. Continued violation of the Rules herein many constitute grounds for legal action including permanent removal of the animal(s).

1. Unit Owners and Residents may keep only common domestic animals (cats, dogs and bird) limit two (excluding fish), which have been vaccinated, in their units. Animals shall not be kept or used for commercial purposes. Pets are limited to Dogs, Cats, Birds and Fish.
2. Registration: The Unit Owner / Resident shall register all dogs, cats and birds prior to moving into the condominium or prior to acquiring the pet by completing and submitting a Pet Registration Form. Visiting Animals must be registered, and all Rules and Regulations apply. Registration fee shall be $250 at time of application. ($50 refunded after completion of orientation). Service/Emotional support animals are exempt from the registration fee but must still register.
3. All Dog Owners must attend a mandatory pet orientation. After which an official Waverly dog tag will be issued and a $50 of pet registration fee will be refunded. It is mandatory that the dog tag is attached to leash and clearly displayed when in the common areas. If a dog is found without a tag the Unit Owner and/or Resident Lessee will be fined per State law $100 per day, up to $1,000, until the situation has been remedied.
4. Aggressive animals will not be tolerated.
5. All dogs are required to submit DNA at time of registration with the cost included in the registration fee
6. Animals in Common Areas: When outside the unit, Pets shall be in the custody of a responsible person, controlled, on a leash no longer than six (6) feet. Retractable leashes are not allowed. Pets may not at any time or under any circumstance, be left unattended and/or chained within the building Common Elements, Limited Common Elements, or on the condominium property, excluding temporarily secured at a tie bar outside the Management Office. No Pets shall be left unsupervised on balconies or terraces.
7. Walking Animals: Pets must be walked to the curb off property, the park at the end of 14th Street or the designated pet area located on the south side of the Waverly condominium for relief activities and shall be restricted from using Waverly front lawn, landscaping or paved areas.
8. Waste Disposal: Pet Owners or their Caretakers shall clean up any excrement left by their Pet on the building grounds, or on any of the Common Elements, as well as urine in elevators, hallways, and the lobby. At all times during which the Pet is on The Waverly grounds and/or in the Common Element, the Pet Owner shall carry a means of cleaning up and waste disposal and shall immediately pick up after the Pet's waste and properly dispose. Animal waste, including cat litter, shall be double bagged in plastic before disposal via trash chute or other trash receptacles located on the property. The use of sinks, toilets, tub or shower drains for this purpose is strictly prohibited.
9. Continuing Nuisance: No Pet shall be allowed to be an annoyance, a nuisance, or in any manner whatsoever be offensive to others in the building or on Waverly property, including but not limited to, continuous or repeated barking, whining, yelping, meowing, or crying, or otherwise create a continued disturbance or such nuisance, the Unit Owner or Resident will be notified by Management and will be given the opportunity to correct the problem. If the disturbance continues unabated, it shall constitute a nuisance and a violation of this Rule.

10. Dog Walkers, dog sitters, and other domestic service providers are subject to compliance with all Pet Rules outlined. Unit Owners / Residents will be held jointly and severally liable for any damages that result from violation of pet rules.
11. Except for an approved service/emotional support animal providing assistance to an Owner / Resident or guest, Pets are not permitted in the Bayview Room, pool area, 4th floor exterior areas and gardens, yoga studio, fitness center or business center. Prior to a pet residing in the condominium, the owner of a service/emotional support animal must meet the requirements of the Federal Fair Housing Act, the Florida Fair Housing Act, and Florida Statute 760.27 (for emotional support animals) and provide a letter from a licensed and active participating medical professional clearly stating the mental or physical impairment that substantially limits one or more major life activities that qualifies as a disabled person, and that, the occupant has a disability-related need for a service/emotional support animal.

12. Violation of Rules: Violations of one or more of the foregoing Rules shall be reported immediately to Management or Security. Management will notify the Unit Owner or Resident, and grant the opportunity to correct the problem. If the disturbance continues unabated, it shall constitute a nuisance and a violation of this Rule. In such case, it shall constitute prerequisite event Grievance Committee Hearing. Additionally, the Association may commence legal action against the Unit Owner / Resident to remove the Animal causing the disturbance or violation permanently.

Contractors, Vendors and Service Providers

Unit owners must complete and submit The Waverly Architectural Modification Application to the Management Office for review and approval determination by the Management office and the Board of Directors prior to commencing any construction or modification to the unit.

1. All contractors, vendors and service providers must check in at the management office and/or receiving office prior to doing any work in the building.
2. Contractors, vendors, movers, and cleaning services are not permitted to work on weekends. Work is permitted Monday through Friday between the hours of 9:00 a.m. to 4:00 p.m. Please notify your vendor of this rule in advance.
3. Any plumbing, electrical or demolition work must be approved in writing by the City of Miami Beach Building Department.
4. Only licensed and insured contractors are allowed to work in the building. Contractors must provide the Management Office with a copy of their certificate of insurance naming the Association as an Additional Insured and a current trade licenses.
5. The Association or building manager reserves the right to inspect sound control and waterproofing requirements of floors.
6. License and Insurance: License and insurance information must be provided to the management before the subcontractors will be given permission to commence work.
7. Notification of Construction Crews to be on Site: The contractor, sub-contractors or owners of the unit must submit a specification plan and authorized form to the Manager at least three days in advance. This will allow the staff to protect elevators, common areas and to review the plans to ensure compliance.
8. Sub-contractors' Parking: Loading and unloading of construction materials, furniture, etc., must be done from the basement level. No large moving trucks are permitted on the ramps of Lobby (Ground Floor) Level. Vendors are required to park vehicles in designated parking area. Vendors must register at Management Office on Lobby Floor. Vendors are to use the padded elevators only.

9. Specifications: A copy of specifications outlining the exact procedure, color and materials to use in order to remain uniform throughout the property may be obtained at the Management Office and must be followed. (Written approval must be obtained from the Board of Directors for the following trades: 1-Hurricane Shutters, 2-Satellite Dish, 3-Floor tile for the correct underlayment). Any work that requires demolition will require a city permit.
10. Trash Removal: Trash generated from sub-contractors may not be disposed of on the property.
11. All contractors are responsible for removal of all debris from the property on a daily basis. Unit owners are financially responsible for any damages or debris removal caused by a unit owner's contractor or workers.
12. Contractors are not permitted to use the trash chutes or compactor at any time.
13. During unit renovations, contractors and residents must not paint any fire sprinkler heads or escutcheon sprinkler plates. Contractors and residents will be held financially liable for the replacement of these items.
14. Responsibility for Damage to Building: Grout or thin set may not be disposed of in the unit plumbing. Workers will be expected to remove their own material. Sub-contractors are not to leave or perform any work in the common areas. Trades using material such as paint, tile, woodwork, etc., must neatly lay heavy paper or plastic from the elevator door to the unit in order to prevent any damage to carpet. 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 owner/sub-contractors. ANY VENDOR FOUND TO BE IN VIOLATION OF THESE GUIDELINES WILL NOT BE PERMITTED TO RETURN TO THE PROPERTY UNTIL THE VIOLATION HAS BEEN CORRECTED AND PAYMENT HAS BEEN MADE FOR DAMAGES.
15. Management has the discretion to ask all service providers to leave the premises, restrict access, or restrict further work in the building for violating any of the Rules and Regulations.

Use of Valet/Grocery Carts

1. Valet and grocery carts must be returned after use to their designated area towards the front entrance of the building. Individuals who leave the carts in the elevators, hallways or any other area other than the designated area is subject to a fine.
2. Valet and grocery carts will be used in a manner that will not damage the cart.
3. Individuals who cause damage to the carts will be responsible for the repair or replacement of the cart and subject to a fine.

Hurricane and Vacancy Procedures

1. Balconies must be cleared of all items upon a Hurricane Watch notification issued by the National Weather Service. No items shall be returned to the balconies until the National Weather Service issues an "all clear" notification.
2. All owners are required to provide the property manager with a key to their unit in accordance with Article 18.35 of the Declaration for purpose of scheduled inspections or in case of an emergency, pursuant to Florida Statute 718.111 (1) (5).
3. If an individual unit is equipped with an alarm system, the resident/owner shall coordinate with property manager to grant access unit without activating the alarm.
4. If it is found that an owner does not remove balcony items when required to do so, they will be responsible for cost for damages and fines.

Real Estate Agent Access

1. Realtor lock boxes are prohibited. Lock boxes found on doors or stairwells will be removed and discarded.
2. All sale or lease listings must be registered with building management.

3. Realtors must accompany clients in all common elements and throughout the showing. Clients are not allowed to explore the property unaccompanied.

Renting / Leasing

Potential renters must complete The Waverly Lease Application Package and submit to the Management Office. Incomplete or unreadable agreements will be rejected.

No unit owner may lease or rent their Unit if they are delinquent in the payment of any assessments. The Board of Directors ensures that all new residents are aware of the Rules and Regulations of the Association and that all existing residents are committed to complying with the established Rules and Regulations.

1. Leasing or renting a unit by an owner, either directly or through an agent, is permitted not more than once every one hundred eighty (180) consecutive calendar days. A fee of $100.00 paid to the association must be accompanied with every rental. All rental agreements must be sent to the office within seven (7) days in advance of arrival.
2. Upon arrival, all occupants (owners, guests and renters) must register within 24 hrs.
3. Renters have full use of the facilities. Owners will be held responsible for the actions of their guests or renters. Any damage to the Property will be the responsibility of the owner.
4. Renters and guests are subject to all House Rules adopted by the Board of Directors. The Unit Owner is responsible to provide copy of the Rules and Regulations to each renter/guest. Any violation of these rules can be a cause to request immediate vacating of the unit.
5. Subletting by renters is not permitted.
6. Condominium units are leased only for residential purposes and will not be used for commercial purposes. Home offices are allowed, however, may not be used for receiving customers and vendor meetings or for excessive delivery of goods. The definition of commercial use is at the sole discretion of the Board of Directors.
7. In the event of any disturbance, criminal or unlawful activity in which the tenant is directly or indirectly involved, the property owner will take legal measures necessary to evict the tenant(s). This applies to, but is not limited to, drug activity, organized crime, disturbance of peace, physical or verbal abuse, or breaking of any of the Rules and Regulations. In the event that landlord fails to evict a tenant under these parameters, the owner will be fined $100.00 per day fine up to a maximum of $1,000.00 and will also be required to pay any additional legal fees incurred by the Association to have a tenant evicted from the premises. The tenant further agrees that in the event they violate any of the terms and conditions of the condominium documents and/or rules and regulations, they will be subject to eviction by the association acting as the “landlord” with a not to exceed 60 days vacate policy.
8. All rentals shall be for a period of no less than one hundred and eighty (180) consecutive calendar days. Short-term rentals will be referred to the appropriate regulatory body if in violation of state, city or county laws NO SHORT-TERM rentals or short term VACATION rentals including, but not limited to Air BnB will be permitted.
9. Any resident who is found advertising for short-term vacation rental or short-term rentals is subject to an Association fines and/or municipal fines. Ordinance numbers: 142-109, 142-905 & 142-1111.

   Pursuant to the Declaration, none of the above referenced rules apply to commercial Unit owners who are using their property for a lawful purpose, other than the rules dealing with the use of the common elements.

Move-in, Move-out and Deliveries

1. A refundable move-in/move out elevator and common area security deposit of five hundred dollars ($500.00) is required prior to the scheduling of any move in/move out date and will be returned within seven (7) days upon confirmation that no damages have occurred to the elevators, including service elevator, and common elements.
2. All deliveries and service elevator reservation must be arranged with the Management Office.
3. Moving is permitted Monday through Friday, between the hours of 9:00AM and 4:30PM ONLY. Moving is **NOT ALLOWED** on Saturdays, Sundays, Holidays.
4. The moving/delivery/contractor company must provide a valid Certificate of Insurance naming the Association as an additional insured. They will also be required to show proof of Workers Comp insurance.
5. The moving/delivery company must remove all cartons, crates and packaging material from the building.
6. Advance arrangements shall be made with the Association before moving furniture or bulky personal belongings into or out of the building.
7. The association reserves the right to inspect all common areas as well as hallway doors to determine if there was any damage and any costs will be deducted from deposit

Condominium Units

1. No unit may have any aluminum foil or reflective substances placed on any window or glass.
2. Noise and odor restrictions apply at all times. Cigar or cigarette smoke is never smelt outside of a unit.
3. All units are kept clean and free of items that attract rodents, bugs, mold or other vermin.
4. The personal property of all Unit Owners shall be stored within their Condominium Units.
5. No owner shall allow anything to fall from the windows, balcony or doors of the condominium, nor, sweep or throw from the condominium any dirt or other substance into any of the corridors, halls or balconies, elevators, ventilators, or elsewhere in the building or upon the grounds.
6. No interior of a Condominium Unit shall be altered in any manner as such would have any effect on 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, except to the extent permitted by law.
7. The Association requires, per the Association's Declaration, a copy of all unit keys and access. In the event the Unit Owner fails to supply a duplicate key, the entry into the Unit by the Association permitted in accordance with the Declaration, Articles, By-laws or these regulations, the Association shall not be responsible for any cost or expenses incidental to be forced to a forced entry into the Unit and such access shall not be deemed a trespass. The agents of the Association and any contractor or worker authorized by the Association may either enter any Unit at any reasonable hour of the day for any purpose permitted under the terms of the Declaration of Condominium or By-laws of the Association. Association will coordinate with Unit Owner or occupant prior to accessing the unit. Nothing herein shall relieve the Association of its duty of ordinary care in carrying out its responsibilities, nor from negligence or willful activities that caused damage to a Unit Owners property.
8. No inflammable, combustible, or explosive fluid, chemical or substances shall be kept in any unit or Limited Common Element assigned thereto or storage area, except such as are required for normal household use.
9. The Condominium Unit shall be used solely for purposes consistent with applicable zoning laws. No trade, business, profession or other type of commercial activity may be conducted in or from any Condominium Unit.

10. 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 this Unit, the Common Elements or any portion, of the Condominium or which will obstruct or interfere with the rights of other Unit Owners of the Association.
11. Rugs, mats, etc. may not be placed outside the Condominium Unit entrance doors.
12. The Association must approve any flooring placed in unit other than carpeting.
13. No items shall be attached or affixed to the exterior of any Unit or balcony, or exposed out of windows or doors without formal written consent from the Association. This includes, but not limited to, radio/television antennas, signs, notices or advertisements, awnings, curtains, shades, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans, or air conditioning devices. The consent of the Association to all or any of the above may be withheld on purely aesthetic grounds within the sole discretions of the Board of Directors of the Association.
14. The exterior of the Condominium Units and all other exterior areas appurtenant to a Condominium Unit, including, but not limited to, balcony walls, railings, ceilings or doors, shall not be painted, decorated or modified by a Unit Owner or Lessee in any manner without prior consent of the Association.
15. Exterior apartment doors must not be blocked or otherwise left open.
16. Unit Access: The owner must email, fax or call the office authorizing permission to access unit. This rule applies to family members. No entry is granted without authorization.
17. Unit Owners are responsible for maintaining the interior of the unit and equipment within, in good condition to prevent leaks or damage that may affect other units or building. This includes, but not limited to, sliding doors, window rollers, A/C equipment, washer, dryers, dishwashers, and refrigerators.
18. Multiple claims of damages from Unit Owners negligence can result in violations and fines and subject to further legal action.

Balconies

1. Plants may not drape over the edge of the balconies.
2. Nothing is hung from the balconies, windows or walls or exceed railing height.
3. Alterations or modifications of any kind to any area of the balcony is strictly prohibited. This includes, but is not limited to, installing additional electrical outlets, portable removable lighting systems, any lighting, holes, covering or modifying existing lighting that is part of the building structure, covering balcony water drainage, and painting. Balcony flooring must be approved by the HOA and Management prior to installation.
4. Balconies/terraces are not enclosed, covered with an awning, increased in size or altered.
5. Nothing is shaken or thrown from the balconies including (but not limited to) burning or extinguished cigar or cigarette butts, water or cleaning solutions. No one is allowed to toss or sweep water over balconies when cleaning. The maximum fine and/or suspension of use rights is awarded in the event any material is discarded. In addition to Association fines and/or suspension of use rights, discarding of smoking materials will be reported to the Miami Beach Fire Marshall. The owner and resident are responsible for cleanup and all damages resulting from debris thrown off balconies.
6. New installation or replacement of floor coverings such as tiles for the balcony require prior approval from management. Acceptable waterproofing is required for all floor coverings. Proper drainage of the balcony is required with any covering.
7. Residents may not feed any bird from their balcony.
8. No wind chime shall be placed in balcony areas.
9. Only patio approved furniture is allowed to be placed on the balcony and height may not exceed the top of the railing.
10. The use of gas-fired or charcoal-fired cooking grills is prohibited.

11. Loud noise and music are prohibited on the balconies.
12. No pets are to be left unattended on the balconies.

Fitness and Yoga Room

Failure to follow these rules could result in violations, fines and potential suspension of use right privileges.

1. The Fitness and Yoga room schedule is seven days per week, from **6:30 AM until 11:00 PM.** No resident or guests are allowed in the facility prior to or after the hours of operation.
2. Fitness Center Temporary Hours of Operation Until Soundproofing Project is Complete – The Association will be soundproofing the fitness center in the coming months. Until this project is completed, the temporary hours of operation for the gym ONLY will be Monday through Friday from 7:00 AM until 9:30 PM and Saturday and Sunday from 8:30 AM until 9:30 PM. The Yoga room hours of operation remain "as-is".
3. Children under 14 years of age are NOT allowed anywhere in the fitness or yoga room. Children 14 and over MUST be accompanied by an adult 18 years and older.
4. Banging or dropping weights is strictly prohibited. Slamming the machine weights is also prohibited. Please be respectful and mindful when using the fitness and yoga room, there are residential units directly above and next to these areas.
5. Persons using fitness and yoga room do so at their own risk. The Association and the Management Company accepts no liability for injury, death, and/or loss associated with the use of the fitness and yoga room.
6. The Association accepts no liability for valuables such as phones, clothing and any other personal belongings left behind. Each resident and each permitted user assume sole responsibility for their property. Any such personal property which is left in the fitness and yoga room may be disposed of, and/or donated to a charitable organization.
7. All fitness and yoga room floor mats, punching bag, dumbbells, accessories or any other association owned property must always remain within the fitness and yoga room, and are not allowed to be removed from the fitness and yoga room. All fitness and yoga room accessories must be returned to the designated storage location after use.
8. Fitness and yoga rooms are for exclusive use of approved residents, registered resident guests and professional trainers hired by residents. Guests are not permitted to use the fitness and yoga rooms without being accompanied by resident or a registered resident guest.
9. Professional trainers must register at the front desk located in the main lobby. Professional personal trainers must be licensed and insured. No personal trainer "resident" may use fitness facilities for commercial use unless approved by management.
10. Trainers may not bring outsiders to use the fitness and yoga room under any circumstances.
11. Owners who are leasing their units give up their right to use the fitness, yoga rooms and all other amenities within the Association boundaries during the leased periods.
12. Shirts, athletic shoes and proper workout attire must be worn all times in the fitness and yoga room. Open toe shoes or sandals are not permitted in the fitness and yoga room.
13. It is the resident's duty to wipe down gym equipment after each use.
14. Fitness weights or other equipment must be restacked or put away after each use. Equipment must not be left in such a fashion that it is unusable for the next person.
15. Any damaged equipment or non-working equipment should be reported to the front desk or security personnel. Any person who damages the fitness and yoga room equipment through negligence or abuse will be charged for repairs or replacement.

16. Conversations on cellular phones should be limited and the users should speak in a manner so as not to disturb others. No commercial advertisements shall be posted or circulated in the fitness and yoga room nor shall solicitations be made in the facilities.
16. Pets are not permitted in the fitness and yoga room unless it is an approved registered service or emotional support animal.
17. No glass, smoking or food is allowed in fitness and yoga room.
18. Anyone with body infections or open sores should not use any of the fitness and yoga room equipment, as this could possibly spread infection.
19. TV remote-controls must be left at the designated cardio machine stations. Removal of any remote controls from the gym and removal of the remote-control batteries is strictly forbidden.
20. Residents are not allowed to change the fitness room radio station at any time. Please contact front desk if you desire to have the radio station changed.
21. Please contact the front desk and / or security if you see any suspicious activity.
22. The fitness and yoga room rules are subject to change at the discretion of the Board of Directors.

Massage Room

1. Reservations for the massage room are required and can be arranged through the front desk.
2. Reservations are limited to 90 minutes.
3. It is required to clean and wipe down any equipment after use.
4. This room is for massage use only.
5. Do not enter while room is in use.
6. No illegal activities are allowed at any time. The Association reserves the right to suspend resident rights of use for the Massage Room if the Association deems that your activity of use of the room is inappropriate in any way.
7. Massage therapists must be accompanied by owner/resident or sign in at front desk.

Tennis Court

1. Tennis court hours are from **7:00 am** to **9:00 pm**.
2. Contact the Management Office or the front desk to reserve court time.
3. Reservations will be for 30- 90-minute periods. When playing at night, please remind the front desk to turn on lights 30 minutes before scheduled play.
4. Players are expected to wear appropriate attire.
5. Only white soled sneakers or tennis shoes may be worn on the tennis court.
6. Alcoholic beverages, glass containers, smoking and amplified sound are prohibited.
7. Players must display proper etiquette and decorum at all times.
8. As a courtesy to nearby residents, please keep noise to a minimum.
9. Bicycles, roller skates, skateboards and pets are not permitted on the court at any time.
10. Tennis ball cans and all other debris should be placed in the trash receptacles.
11. Sitting or leaning on the net or net straps is strictly prohibited.
12. Guests are permitted, however, must be accompanied by host resident at all times when using the court. This does not apply to registered resident guests.
13. Children under 12-years of age must be accompanied by an adult.
14. No screaming, horse playing, or inappropriate conduct permitted.
15. Tennis Court is for playing tennis only; no other activities are authorized or permitted.

Fourth Floor Amenity Deck

1. No screaming, horse playing, music without headphones or inappropriate conduct permitted.
2. Fourth floor amenity deck hours will be 7:00 am – 10:00 pm except for days designated by the Board or Management [the intent is not to close it on days such as 4th of July, New Year's etc.]
3. No Pets are permitted on the fourth-floor amenity deck.

Putting Green

1. Putting green hours are from **7:00 am** to **9:00 pm**.
2. Usage is on a first come – first serve basis.
3. If someone is waiting, limit use to 45 minutes.
4. Players are expected to wear appropriate attire.
5. Appropriate footwear is required.
6. Alcoholic beverages, glass containers, smoking and amplified sound are prohibited.
7. Players must display proper etiquette and decorum at all times.
8. As a courtesy to nearby residents, please keep noise to a minimum.
9. Guests are permitted, however, must be accompanied by host resident at all times when using the green. This does not apply to registered resident guests.
10. Children under 12-years of age must be accompanied by an adult.
11. No screaming, horse playing, or inappropriate conduct permitted.
12. Putting green is for putting only, no other activities are authorized or permitted.

Volleyball Court

1. Volleyball court hours are form **7:00 am** to **dusk**.
2. The volleyball court is available to reserve; however, the court is open for use at any time during playing hours for pick-up games.
3. To reserve court time, please contact the management office or the front desk.
4. Reservations will be made for 2-hour time periods.
5. Glass containers, smoking and amplified sound are prohibited.
6. Players must display proper etiquette and decorum at all times.
7. As a courtesy to residents using nearby amenities, please keep the noise level to a minimum.
8. Maximum number of guests, including registered resident guests per unit is 4.
9. If pool area is crowded, please refrain from using the lounge chairs.
10. Volleyball players must shower before entering the pool.
11. Guests are permitted, however, must be accompanied by host resident at all times when using the volleyball court. This does not apply to registered resident guests
12. Showers nearby may be used for players convenience.
13. A list of guests must be turned in to management or front desk before the start of the game. The front desk/security will keep a copy of the list for check-in/identification purposes.
14. Guests must enter through the front desk only for check in purposes. Please do not let guests enter through the Bay Walk gates.
15. Persons returning from the pool area are dry and dressed in proper attire prior to entering the Bayview Room. No wet suits or wet towels are allowed on any furniture.

Bayview Room

Residents must complete and submit The Waverly Bayview Room reservation form to the Management Office for review and approval determination prior to using the Bayview Room.

1. Events in The Bayview Room shall end no later than 1:00AM.
2. The Bayview Room is booked on a first come first serve basis for private events for residents only.
3. No commercial or corporate events for non-residents.
4. A refundable deposit of $1,500.00 is required to reserve the Bayview room for groups of 15 people or more. The deposit will be refunded in whole or partially upon a post event inspection, performed by a Management Office representative, of the Bayview Room and Condominium property to determine no damages have been caused and that the room was properly cleaned after the event. For groups of 15 or less are not required to pay a deposit, though it will not be reserved for exclusive use.
5. A non-refundable fee of $300.00 applies to all parties of 15 people or more and / or requests from Residents to close off the Bayview Room to other residents regardless of party size.
6. Parking arrangements must be done with the Management Office. You must provide Management a copy of the guest list and vehicle count within 48 hours prior to the commencement of the event. Failure to do so will render agreement NULL and VOID.
7. Maximum of 60 people allowed per private event.
8. The Association staff has the right to determine if the noise level from an event is disturbing to residents, and may take appropriate steps to reduce or eliminate such disturbances if necessary. If requested, the owner/resident agrees to immediately terminate the party and vacate the premises.
9. Guests and visitors must be accompanied by the resident.
10. Guests and visitors are prohibited to a roam freely within any common area of the community.
11. Residents are responsible for all damages to any Bayview Room equipment, furniture, or structure.
12. All contents including drinks, food, dishes, flatware and furnishings must remain in the Bayview Room and cannot be taken out of the room for any reason.
13. Report any spills to the front desk immediately, so they can be cleaned and prevent permanent stains.
14. The Bayview Room is a non-smoking area.
15. Guest and visitors may not use the pool area or socialize on the pool deck.
16. All users are required to clean the room and return it to same condition as it was prior to use.
17. Pets are NOT permitted in the Bayview room.

Business Center

1. The business center is for residents use only.
2. No food and/or beverages allowed in the room.
3. No solicitation, promotional, sales or enrollment activities allowed.
4. Illegal activities are not allowed at any time. The Association reserves the right to suspend resident rights of use for the business center if the Association deems that your activity of use of the room is inappropriate.
5. The Business Center is a non-smoking area.

Bike Room

1. Bicycle racks are based on a first availability basis.
2. Bicycles stored in the bike room must be registered at the Management Office and have visible tag/decal.
3. Bike room can only be used to store bicycles.
4. The bicycles must be kept clean and in usable condition.

Seawall

1. No launching of boats, rafts or any floatation devices from the Seawall.
2. No fishing from the Seawall.
3. No glass of any kind shall be used on the Seawall.

4. No alcohol, chairs, tents, picnicking, motorized vehicles, scooters or skateboards.
5. No Boats permitted to dock or pick up passengers from the Seawall at any time.
6. Police will be contacted for any illegal activities and Waverly residents are subject to fines.
7. Dogs must remain on a leash at all times.
8. Subject to the times posted, trespassing will be reported to the Miami Beach Police, and subject to fines and or arrest.
9. The Seawall is open to public access each day at sunrise and closed to public access at sunset.
10. No climbing or sitting on the Association fence or glass partition. Violators will be reported to the Miami Beach Police and subject to trespass, fines, and or arrest.

Pool and Jacuzzi

With respect to Article 2.23 of the Declaration and only those articles the term "Occupant" shall be extended to include social guests of the resident(s) and/or Owner(s) who visit the pool area. As such, a maximum of 4 guests, including registered resident guest, per unit may be at the pool at a given time. All guests, with the exception of registered resident guest must be accompanied by a resident. The aforementioned definition of guests only applies to the aforementioned provisions in the Declaration and shall not be construed to extend to other provisions of the Association's governing documents.
The articles cited above state the following:

Article 2.23 – "Occupant" – means and refers to a person (be it an Owner or a tenant or lessee of and Owner) who resides in a Unit. Where the context dictates, an Occupant shall also be deemed to include the family members, occasional social guests, tenants, licensees and invitees.

Article 18.27 – <u>Owners or tenants must accompany their guests to the pool at all times. Registered guests are excluded from this provision</u>.

1. No lifeguard on duty, swim at your own risk.
2. Pool hours are from 7:00 am to 10:00 pm.
3. No musical devices without earphones.
4. No diapers in the pool. Children not toilet trained must wear approved waterproof pants over diapers. Disposable diapers are not allowed, swim diapers only. If a resident's child defecates in the pool, resident will be billed for any costs incurred.
5. No rafts, beach balls, motorized devices, surfboards or similar beach equipment permitted in the pool or pool area.
6. No reserved seating areas.
7. Children under 12 may not swim or use the pool areas unless accompanied and supervised by an adult.
8. Cover-ups and footwear are required in all areas. A towel does not constitute a cover-up.
9. Cover lounge chairs with a towel if using suntan lotion.
10. Do not remove lounges or chairs from the pool deck. Do not drag chairs across the pool deck.
11. Running, diving, jumping, playing ball, horseplay, climbing, Frisbee playing, other noisy, boisterous activities are not permitted in or near the pool area. Parents are responsible for the behavior of their children. Jumping from furniture is strictly prohibited.
12. Glassware is not permitted in or near the pool area, only non-breakable plastic containers will be allowed. (State Law)
13. With the exception of approved service/emotional support animals, pets are not permitted in the pool area, even if carried.

14. Shower before entering pool.
15. When in beach attire, all chairs and lounges must be covered with a towel before use.
16. Excessive noise, yelling, fighting, offensive behavior, and other disturbances is prohibited. All offending individuals must leave the pool areas immediately.
17. No floating devices above 40 inches in size. No floating noodles beyond 50 inches length.
18. All squirting devises are prohibited.
19. Private pool parties are prohibited.
20. Residents and guests shall not bring personal chairs or lounges on the pool decks.
21. Proper swim wear attire is required at all times. Children must wear bathing suits at all times. Nude and topless bathing is prohibited.
22. Every person must towel dry before entering the building from the pool. Proper attire, including shirt, shoes and cover-up is always required inside all common elements, including elevators.
23. **Children under the age of twelve are not allowed in the outdoor Jacuzzi.**
24. Bicycles, skateboards, rollerblades and the like are not permitted in the entire pool area at any time.
25. No Smoking of any kind is permitted on the entire pool area.

BBQ Grill (Pool Deck and 4th Floor Deck)

Residents must complete and submit The Waverly Grill Reservation Bayview form to the Management Office for review and approval determination prior to using the Grill.

1. $200.00 Advance deposit is required. Refundable in whole or in part, depending whether the grill is cleaned, no damages occurred, or violations observed.
2. Grill use not to exceed 4 hours.
3. Days and hours of use: Mon-Sun: 11:00 AM - 9:00 PM.
4. A guest lists must be provided to the front desk no later than 1 hour before the start of the event.
5. Grilling and all activities including cleanup and removal of personal items must be completed no later than 9:00 PM.
6. Eating, drinking, or smoking in the swimming pool, hot spa, or lower pool deck are not permitted.
7. Glass bottles or glass containers of any kind are not permitted per health dept.
8. Maximum group size at any given time:
    a. Pool Deck: 15 people
    b. 4th Floor Deck: 8 people
9. All persons under the age of 14 must be supervised by an adult.
10. Music with headphones only.
11. Pets are not permitted.
12. Do not leave leftover beverages and food on the grill or tables. All waste must be disposed properly.
13. Charcoal must not be added to the grill.
14. Turn burners off immediately after use and close the gas valve on tank.
15. Clean grill, remove grease, and wire brush rack. Notify front desk when finished with grilling area.

Valet, Garage and Parking

1. Copy of the vehicle registration for the car(s) must be provided to the Association. Prior to issuance of a parking permit, the vehicle registration, driver's license, and resident information will be verified and recorded in an electronic database used to enforce parking policies. Those without a permanent car will be issued a hanging tag that can be used for their temporary vehicle. Every car that does **NOT** have a valid

parking permit displayed **WILL BE TOWED** at the vehicle owner's expense. Such towing will not be deemed a trespass.

2. Decals must be permanently affixed to registered vehicles only. Decal/s must be displayed on the lower corner of the driver's side windshield and must be visible from the outside of the vehicle. Decals are not for multiple cars.
3. All motorcycles and scooters must be registered with a permit.
4. Management is not responsible for any damage, vandalism or theft from the Towing Company.
5. Handicap spaces are available on a first come first serve basis. Cars parked in handicap spaces must display the appropriate current resident decals in addition to the disabled parking permit complying with government regulations. Violators will be reported to proper government authorities.
6. It is your responsibility to maintain your vehicle records current. Vehicle registration may be completed via email of phone.
7. All drivers must obey the posted speed limit within the building.
8. All drivers must obey the posted directional signs within the building. Driving against traffic within the parking garage is prohibited.
9. The gates are designed to close after each vehicle enters or exits the garage. There is no tailgating another vehicle through the gates. Residents who tailgate are responsible for all damages to both the Association property as well as their own.
10. The Association is not responsible for any vehicle damages, lost or stolen property.
11. No repairs, maintenance, washing, or detailing of vehicles shall occur on property grounds, except authorized service providers and with prior approval of the Association management.
12. All vehicles are properly maintained, free of oil or other fluid leaks.
13. Any vehicle left on the driveways or loading zones will be towed immediately. Vehicles parked on valet ramp areas longer than fifteen (15) minutes are subject to immediate towing unless keys are left with valet attendants. Limos and taxis may not wait on the valet ramp areas longer than fifteen (15) minutes. All delivery vehicles must park in the receiving area or, if no space is available, off site.
14. The Parking lot is under 24-hour video surveillance.
15. The parking facilities shall be used in accordance with the regulations adopted from time to time.
16. Each parking space in the garage is numbered and assigned to a unit. DO NOT PARK IN SOMEONE ELSE'S PARKING SPACE. Under no circumstances can you park in another owner's space without written permission from the management or the owner. Parking spaces may be used for parking automobiles that are in operating condition and for no other purposes. Owners must vacate their space when the unit is rented. You must provide parking for your guest or renter. Otherwise, the renter must park outside in the undesignated space. Trucks, commercial vehicles, campers, recreational vehicles, boats, trailers or any vehicle not suitable to registration by the State of Florida as an "automobile" may not be parked in the parking spaces and may not be kept on the common property. (This pertains to scooters, motorcycles and mopeds MUST BE REGIGISTED). Driving and parking violations are subject to a fine.
17. Valet parking is complimentary only for resident's registered vehicles displaying a valid parking permit. All guests must pay current valet rates. No re-entry.
18. No honking of horn in valet area or garage. Please go to the front desk if you need assistance.
19. Valet is not required to park or operate any vehicle which is, or appears to be in Valet's judgment, oversized, unsafe, or which is in violation of any state, local or municipal ordinance and/or regulation as to the operation or condition of the vehicle.
20. Valet cannot hold a car for more than 15 minutes. After this time, valet will return the car to the garage.
21. Valet staff will not accommodate guest parking once a tropical storm or hurricane warning is issued.
22. All cars parked by valet without a residential parking permit will receive an open valet parking ticket.

23. Management is not responsible for any theft or vandalism for any vehicle parked with valet attendants and vehicle owner is encouraged to check your vehicle when received back from valet and before leaving the premises.
24. Any violation of the parking policies or lack of proper permitting will result in towing/booting of vehicle/s and may lead to forfeiture of parking privileges, fines, and eviction.
25. All cars parked must have a valid and visible State License plate.
26. Speeding vehicles or not following the MPH signs are subject to fines/and or removal from the garage.
27. The board has the right to suspend all guest parking at any time.

Reasonable Accommodation Requests

A Unit Owner, Tenant, Occupant and/or Guest subject to the terms and provisions of the Association's Governing Documents, including but not limited to the Declaration of Condominium, Articles of Incorporation, By-Laws, and Rules and Regulations, may request a reasonable accommodation to waive a rule, regulation or restriction of the Association by completing a "Reasonable Accommodation Request" Form. Copies of the Reasonable Request Form shall be available at the Management Office.

The Association shall evaluate all requests for reasonable accommodation under the following criteria:

1. Does the person seeking the reasonable accommodation have a disability? i.e., a physical or mental impairment that substantially limits one or more major life activities.
2. Does the person making the request have a disability-related need for the accommodation?
3. Does the requested accommodation impose an undue financial and administrative burden or fundamentally alter the nature of the Association's operations? The Association may require that the owner/resident seeking "reasonable accommodation" bear the cost of any alteration.
4. Does the requested accommodation pose a direct threat to the health or safety of others that cannot be reduced or eliminated by another reasonable accommodation?
5. Would the requested accommodation cause substantial physical damage to the property of others that cannot be reduced or eliminated by another reasonable accommodation?

Upon receipt of a completed Reasonable Accommodation Request, the Association shall review the same and evaluate the request utilizing the criteria set forth above within a reasonable time. All reasonable accommodations granted by the Association will be provided in writing.

WAVERLY
Condominiums at South Beach

Appendix A
Definitions

Owner
An owner is a person or persons, herein person(s), whose name appears on the deed of a unit at The Waverly at South Beach. All owners are approved and registered with building management. Owners are required to register and update their information (address, telephone numbers, emails, etc.) with management on an annual basis. An owner has access and use of The Association, common elements only if they are a resident. Owners are not allowed to be a permanent guest of any unit currently rented.

Right of use transfer
Any owner who leases his unit automatically transfers their right to use all amenities and common elements at the Association to the renter for the term of that lease. Consequently, an owner relinquishes all rights to the use of the property and its amenities. Owners, who are not residents, may visit the facility in order to rent, sell or maintain their units so long as they register with building management at the time of their visit. The owner retains the right to attend and speak at board and member meetings.

Tenant
A tenant, renter or lessee is a person(s) who pays a fee to the owner to live in the unit for a specific period of time as defined by a contract to lease. All tenants are registered with building management. For the purposes of this document a renter is a resident. All renters need to be processed by the Association in order to gain access to the amenities. If an illegal renter (and individual who is not properly screened by their respective association) is identified utilizing any of the amenities the owner will be subject to maximum fines and/or suspension of use rights.

Resident
A resident, collectively defined, is a person(s) who lives in a condominium unit longer than 30 days. The term used is all inclusive of owners and tenants. All residents must complete an application and screening process as outlined by management for the purpose of building security and safety as well as exclusive use of facilities offered in common elements of the property. Residents have full access to the Association facilities and amenities provided their monthly maintenance fees are current. Nonpayment of dues may result in denial of the use of non-living amenities at The Association.

Guest
A guest is a person(s) invited on behalf of the resident and has signed in or registered at the buildings front desk. Guest registration is a mandatory requirement. Any guest who refuses to register at the front desk will be escorted off of the property. Fees may apply for the use of facilities such as valet parking, spa and fitness center, pool, and other common element amenities as defined by the board of directors from time to time.

Service provider
A service provider is a person(s) who provides service to a resident, owner, building management or the Board of Directors. Contractors, subcontractors, consultants, housekeepers, and maintenance technicians are all examples of service providers. Service providers are registered with building management and cannot use the facilities of

the association. Service providers may travel in common elements without an escort at the discretion of building management. All rules and regulations apply to service providers.

Employees

The Board of Directors is solely responsible for directing management, who supervises the employees of the Association. Employees of the Association are not directed or sent on errands by residents or guests at any time. Employees of the Association **CANNOT** perform personal services for Residents at any time. Employees violating these rules are subject to dismissal. The Association personnel has full authority to enforce these rules and regulations and any infractions will be reported to the management office and grievance committee.

Children

Children are the direct responsibility of their parents or guardians. This includes full supervision of them while they are in the Association common elements. Parents and guardians are responsible for ensuring their children are in full compliance with the rules and regulations. Any violations will result in fines and/or suspension of use rights which will be the responsibility of their parent or guardian. Children under 14 (fourteen) are not permitted in any common areas without a parent or guardian over the age of 18 (eighteen) at all times.

Common Elements

The common elements of the Association are defined as the portions of the condominium property which are **not included** within the units. The common elements include but are not limited to: receiving areas, pool decks, gyms, spas, business center, social rooms, parking areas, lobbies, stairwells, hallways, common area bathrooms, laundry rooms, utility rooms, elevators, Tennis courts and the open 4th floor deck.