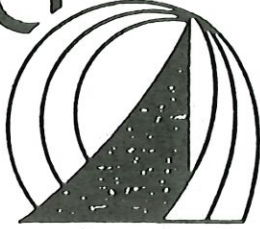


Waterway
Club



OF THE PALM BEACHES

888 N. FEDERAL HIGHWAY · LANTANA · FLORIDA 33460 · PHONE: (305) 588-7900

W A T E R W A Y C L U B

GROUND AND BUILDING

RULES

Dear Tenants and Owners:

Waterway Club is a unique situation amongst condominiums. We have a good mix of young and older people.

We have ample parking facilities for all, including an area for trailers, boats, recreation vehicles, etc.

Our clubhouse is open to all for functions, card playing or just sitting around. The pool is delightful and we have a minimum of restrictions in these areas.

Our "lease payment" or "recreation fee" as the builder chooses to call it, is at this time nominal.

All these nice things can be jeopardized by a few unthinking occupants.

Your Board of Directors, in cooperation with owners, have researched the Condo By-Laws and selected those rules which most apply to the present situation of Waterway Club. Attached you will find those "Ground Rules" or if you are marine minded, "Rules of the Road".

Thank you.

The Board of Directors

Waterway Club

GROUND RULES

TO: ALL APARTMENT OWNERS AND/OR TENANTS AND OCCUPANTS.

RESALES

1. A copy of the Declaration of Condominium,
2. A copy of the By-Laws of the Waterway Club,
3. A copy of these Ground Rules

shall be furnished to the prospective buyer PRIOR to the execution of the closing of the sale.

Before approval of a resale of a condominium unit by the Board of Directors of the Waterway Club, assuming the purchaser meets the requirements for approval, the Board will require certification that the prospective purchaser has read the complete Documentation package and is satisfied to purchase. The buyer shall possess the above papers and produce them when called for.

The owner submitting an application for Resale of a condominium unit shall certify the following:

1. The number of persons who will occupy the unit after resale.
2. The names of prospective purchasers.
3. At least three (3) credit references.
4. Certification that prospective buyer has NO PETS.
5. No resale of a condominium unit shall be made to any party other than an individual and/or his or her spouse. No resales to corporations, companies, partnerships or other commercial or business organization.
6. There shall be a processing charge of \$40.00 payable by the seller to the appropriate Building Association for each application for resale or lease by the owner. The payment for processing or resale shall accompany each application.
7. A unit owner processing a request for Approval to Lease shall certify that the lessee has been provided a copy of the Ground Rules; that the lessee has read same and has agreed to comply.
8. No lease may be written for less than 90 days.
9. There shall be a processing charge of \$40.00, payable to the appropriate Building Association by the unit owner for the lease of a condominium unit. Payment

shall accompany the Lease Application.

10. No unit may be leased to a corporation, company, partnership or any other business or commercial organization.
11. Certification that the purchase of an apartment is not being made as a "speculation" situation, and that the buyer intends to occupy said apartment.

COMPLAINTS AND SUGGESTIONS

- A. The Board of Directors, through its House Committee, shall have full power and authority to enforce these Ground Rules. It is not the province or duty of any other person to admonish violators.
- B. All complaints, objections or suggestions shall be submitted to the Board of Directors IN WRITING on a form provided and signed by the person and deposited in the box provided for this purpose.

USE AND CARE OF PUBLIC AREAS

- A. All waste and garbage shall be tightly wrapped in plastic bags before depositing in the chute. Please use your disposal whenever possible.
- B. No trucks, car campers or car trailers shall be parked overnight either in assigned parking areas or in any other place on Waterway Condominium property, other than in area provided.
- C. Parking in circular driveway is not permitted at any time except for discharge of passengers or loading.
- D. No one shall enter or utilize the clubhouse facilities in bathing attire or bare footed.

CONDOMINIUM UNIT RESTRICTIONS:

- A. The interior of the condominium unit is the owner's private home in the same sense as though it were a separate and single dwelling. The owner is responsible for maintaining it and shall not threaten the peaceful possession of other occupants.
- B. No cards or signs, (such as For Sale or Lease) shall appear in any apartment window at any time.
- C. Washer-dryers shall not be operated after 9:00 P. M. or before 8:00 A. M. The vibration of the machine disturbs other tenants.

DOGS OR OTHER PETS

1. No pets are permitted under a lease agreement.
2. No pet shall be brought into the condominium unit by an owner acquiring the condominium unit in a resale.

3. Existing pets shall be on a leash at all times while on the public areas of the Waterway Club.
4. Pets shall not be curbed on walkways, driveways, parking areas, in the shrubbery, gardens or other public areas of the Waterway Club.
5. Pets shall be walked off the grounds of the Condominium or in the areas provided at present.
6. Guests and visitors of owner or residents shall not be permitted to bring any pet on the premises of the Waterway Club.

TERRACES, WINDOWS AND DOORS

- A. The use of any outdoor areas of the Waterway Club, such as terraces, balconies, recreation facilities and parking areas for outdoor cooking is strictly forbidden since it is in violation of local fire regulations.
- B. No laundry, bathing suits, towels, carpets or other items shall be hung or displayed on balustrades, clothes lines or similar devices.

BUILDING STRUCTURE AND MAINTENANCE

- A. Owners, lessees or guests shall not be permitted to directly give orders or direction to any maintenance staff employee. All request for service shall be made in accordance with instructions published by the Board of Directors.

SOCIAL AND RECREATIONAL FACILITIES

- A. Social Rooms:
 1. Reservations are made for private parties with the management agent on a first come, first serve basis.
 2. Unit owners, their families and their lessees only make such reservations. The unit owner is responsible for any misuse, abuse, or damage and will be billed for same. A deposit of \$75.00 will be paid one week in advance to management firm.
 3. After use, social and recreational areas must be left clean and in satisfactory condition. Charges for professional cleanup, if needed, will be charged against the unit owner and taken out of deposit.
- B. Billiard Rooms:
 1. Children under sixteen (16) years of age are not permitted in the Billiard Room unless accompanied by an adult owner or lawful unit occupant of adult age.
 2. No one in bare feet or bathing attire shall be allowed in any part of the interior recreation or social areas.

This of course, includes the main lobby.

3. Anyone causing damage to the recreational equipment shall be billed for the cost of repair or replacement of the equipment. This does not include normal wear and tear by careful usage. Unauthorized persons using Billiard Room will be considered as trespassers and will be prosecuted accordingly.
4. No infants shall be allowed in the pool under ANY circumstances.

SWIMMING POOL, SUN DECK AND SAUNAS

1. A shower shall be taken and all grease or oil-base skin lotions shall be removed before entering the pool. This is a must!
2. Furniture in the pool area shall be covered with a large beach towel before being used by swimmers wearing a wet bathing suit or having on lotions or creams.
3. Pets shall not be taken to the pool or recreation areas at any time. It is unlawful and violators will be dealt accordingly.
4. No liability whatsoever is assumed by the Condominium for use of any facilities.
5. Glass containers of any kind are not permitted in the pool area.

PAYMENTS:

- A. Maintenance and Recreational lease payments shall be payable monthly in advance. These payments shall be made to appropriate Building Association and mailed to our management firm. ANY OWNER WHO WILL BE 3 MONTHS IN ARREARS WILL BE AUTOMATICALLY LIENED. The lien plus legal costs and any other costs will be charged against the property until satisfied.

GENERAL INFORMATION

Waterway Club is divided into separate Associations, acting as one, by mutual agreement. Each Association has a President and Directors. Each Association has a building Representative.

Acquaint yourself with the appropriate persons in your Association, and act through them.

The Directors, by Condo Law, can assess as needed to enforce laws. They can act as needed in any given circumstance.

REMEDIAL ACTION

In the event that it becomes necessary to evict a tenant or levy charges of money against an owner for damages, etc., the Directors are empowered to initiate and pursue such action through our legal staff and the costs for same will be placed against the apartment housing the offender. Liens may be placed against the property of an owner and will remain as a cloud on the title until satisfied. Lending institutions take an extremely dim view of "encumbered" property, making resale or refinancing almost impossible.

The record of cases brought before the Bar by the Condos versus owners indicates that the preponderance of favorable rulings has been for the Condominium Associations where violations have been the issue.

Waterway Club Associations will bend over backwards to solve a problem, but will not hesitate to go thru legal channels should it become necessary.

ADDITIONAL INFORMATION:

100 South Waterway Drive IS BUILDING ASSOCIATION #2
200 South Waterway Drive IS BUILDING ASSOCIATION #1
300 South Waterway Drive IS BUILDING ASSOCIATION #8
The above are the legal descriptions, as incorporated

KNOW YOUR BUILDING REP AND COMMUNICATE THROUGH THE REP.
YOU DO NOT HAVE TO BE AN OWNER TO PARTICIPATE IN THE
OPERATION OF WATERWAY CLUB.

Thank You and Welcome to Waterway Club.

The Directors, Representatives, and Owners of;

Waterway Club #1
Waterway Club #2
Waterway Club #8