



## **WATERSIDE AT COQUINA KEY SOUTH – RULES AND REGULATIONS**

**APPROVED BY ASSOCIATION BOARD OF DIRECTORS 10-25-07,**

**UPDATED 10-07-08, 05-21-09, 07-01-12, 9-1-2013**

**UPDATED 3-01-2014**

Unless otherwise defined in this document, all defined terms shall have the same meaning as used in the Declaration of Condominium.

### **A. GENERAL RULES**

#### **1. Vehicles and Vehicle Identification.**

**1.1.** Subject to the terms of this paragraph, passenger automobiles, sport utility vehicles, mini-trucks, vans, golf carts, mopeds, motor scooters, NON COMMERCIAL trucks and motorcycles (used for personal transportation and not commercially) that do not exceed the size of one parking space (collectively called "vehicles" in these rules) may be parked in the parking areas provided for such purpose. Vehicles should never be backed into a parking spot and the front of the vehicle should not encroach upon the sidewalk.

**1.2** As a condition of using the parking areas, all vehicles **MUST** be registered with the Association in advance and the Unit Owner must receive and display on the vehicle a current identification sticker. **Vehicles that do not display a current Association identification sticker may be towed without notice by the Associations' towing contractor. Registration stickers are NOT transferrable to any other vehicle. If it is found that a sticker has been transferred to another vehicle, the owner of the original sticker will be fined \$100 and the illegal vehicle may be towed. Periodic checks for vehicle registration will be conducted by Association staff or a committee designated by the Board to conduct such checks.**

**1.3** Commercial vehicles, trucks over  $\frac{3}{4}$  ton, campers, motor homes, ALL TRAILERS, BOATS AND BOAT TRAILERS are prohibited anywhere on the Condominium property except in such areas as may be permitted by the Board from time to time. "Commercial Vehicles" could be defined to include "all vehicles whatsoever, which from viewing the exterior of the vehicles or any portion thereof, shows or tends to show any commercial markings, signs, displays, equipment inventory, apparatus, or otherwise indicates a commercial use, and or over  $\frac{3}{4}$  ton". The only exceptions for commercial vehicles are those vehicles that are permitted on the property to perform repairs/work for unit owners in accordance with 3.3. Vehicle covers are allowed but must be maintained in good order & condition.

**1.4** All vehicles (including cars, motorcycles, boats, trailers, etc.) must display on windshield or easily viewable location a current and valid "Waterside" sticker or car pass at all times. These "Waterside" stickers will only be issued to vehicles registered to Waterside South residents. **Guest's vehicles must also display a visitor pass at all times in the Community. Vehicles without a Waterside sticker or car pass can be towed without notice.**

**1.5 Bicycles** shall be parked during the day only in such areas as may be designated by the Board.

**1.6** No vehicle or boat maintenance is permitted on the Condominium property with the exception of limited maintenance such as “jump starting” a battery, changing a tire, or adding fluids, in order to provide the ability to start a car and move it out of the Condominium Community.

**1.7** All vehicles must be **currently licensed** and have a valid current registration from the State of Florida or other state. **Vehicles without a valid current registration will be towed.**

**1.8** No inoperable or unsightly vehicles may be kept on the Condominium Property. Notwithstanding the foregoing, the Association shall be exempt from all the foregoing regulations as to vehicles which are engaged in any activity relating to construction, maintenance or marketing of Units, as are commercial vehicles used by vendors of the Association while engaged in work at the Condominium.

**1.9** The parking lots are not play areas for children; children should never be left unattended in parking areas. Skateboarding in parking lots or around swimming pool decks is prohibited. All traffic signs should be obeyed while driving on the property to include obeying the posted 15 miles per hour speed limit through-out the community and the “right turn only” at the Round-a-Bout at the Yacht Club. Any individual who is found to be disobeying the signs may be fined.

**1.10** Failure to follow any of the above vehicle/parking regulations may result in a fine of \$100.00 per violation if an individual is ticketed on more than one occasion for the same violation within any twelve month period.

## **2. Grills.**

**2.1** Only electric cooking grills of the kind permitted under all applicable local laws, codes and ordinances may be used on second floor balconies in the Condominium. Gas and charcoal grills may be used only on **1<sup>st</sup> floor** patios of units in full compliance with all applicable laws and ordinances pertaining to their use. If a gas or charcoal grill is found on a second floor balcony, the grill will be removed by Association personnel and the owner may be subject to a fine.

**2.2 Local ordinances require the grills to be at least 10 feet from the structure of the building when in use.** Under no circumstances should gas or charcoal grills be used under stairways or upper balconies. Fire pits or chimeras are strictly prohibited within the community. Persons who do not adhere to these rules will be fined. All grills shall be maintained in good condition and repair so as not to present a health or safety hazard to other unit owners, their guests, tenants or invitees.

## **3. Decorations, Alterations and Displays:**

**3.1 Exterior Visible Decorations, Alterations, Etc.** To maintain harmony of the exterior appearance of the buildings common elements and the limited Common Elements, no one shall make any changes to, place anything upon, affix anything to or exhibit anything from a Unit, the Common Elements, Limited Common Elements, or any other part of the Condominium Property or Association Property that is visible from the exterior of the buildings or from the Common Elements, except in strict compliance with these Rules. The foregoing prohibition includes, but is not limited to, installation or display of decorations (except as otherwise allowed below), hanging plants, banners, lights, etc., as well as the modification of, or change to, windows or exterior doors.

**The following is a list of objects which ARE NOT permitted to be kept on or displayed on patio or balcony areas:**

- Any furniture item not intended for outdoor use (e.g. an upholstered couch or chair, wood coffee or dining tables, appliances (to include portable refrigerators, televisions, wine coolers).

- Indoor storage boxes and bins, moving boxes, cardboard boxes.
- Lamps or strings of colored lights.
- Banners, Bandit signs, or flags (including sport teams), not including the United States Flag or Service Flag.
- Jet Skis or any small watercraft (excluding kayaks and canoes).
- Drapes or blinds.
- Hot tubs, Jacuzzi or inflatable/portable swimming pools.
- Tiki torches are not allowed.
- Garbage cans, garbage bags.
- Cat litter boxes or pet food/water items.
- Laundry (note – wet towels/swimsuits can be discretely dried outside so as not to be in view of the public; they are not to be draped over railings).
- Any other household items normally stored indoors (e.g. cleaning supplies, mops, brooms, and luggage).
- Workout equipment to include but not limited to weight benches, treadmills, exercise bikes or punching bags of any kind.

**The following is a list of objects which ARE permitted to be kept on or displayed on patio or balcony areas:**

- Plants; in limited numbers unless they are causing damage to wood trim of the common or limited common elements.
- Wind Chimes unless in the sole discretion of the Board to be causing a nuisance in the community.
- Hanging Plants and potted plants unless in the sole discretion of the Board to be causing a nuisance to neighbors.
- Signs, except as restricted in # 14, are permitted as long as they are in keeping with the aesthetics of Waterside and as such represent a Florida Coastal/Nautical theme. There should not be more than 4 signs on any given patio/balcony area. No signage or decorations may be displayed at the front of an owner's entrance (front door or common hallway entrance) or in the common hallways except as allowed under the Florida Statute.
- White outdoor rope or Florida Coastal/Nautical theme lighting so long as it is not visible to others outside of that given patio/balcony area.
- Outdoor patio furniture to include table umbrella.
- Hammocks are permitted only with a free standing frame and cannot be attached to any portion of the common elements or limited common elements.
- Kayaks and Canoes.

It should be noted, if an owner or a tenant chooses to affix an approved or unapproved item to any common or limited common element structure, the owner will be liable for any damage which may occur to the structure from said installation. Any costs incurred by the Association for necessary repairs will be charged to the owner of the unit, their tenant or guests where the damage occurred. Persons not adhering to the rules regarding common areas may be fined.

**3.2 Interior Decoration, Alteration, Etc.** A unit owner may make alterations and improvements to the interior of his or her unit so long as such alterations or improvements are not visible from the outside of the unit, do not impair the structural integrity of the unit, do not otherwise violate the terms of the Declaration of Condominium and are in compliance with all applicable building codes and laws. No window air conditioning/fan units may be installed unless in an emergency temporary situation with notice to the Association. No hard floor covering material shall be installed in any part of a Unit unless the unit owner makes proper written request to the Association with the owner installing a sound absorbent underlayment of such kind and quality equivalent or superior to super SAM (sound abatement mat) sound isolation material so as to reduce the transmission of noise to adjoining Units.

**3.2.1** Other alterations or improvements to a unit or its limited common elements (including, but not limited to, any attached enclosure, patio fence, or the enclosing or screening in of any porch or patio pertaining to a unit) may be made only if prior approval in writing is obtained from the Board or a committee designated by the Board for such purpose. If an owner or their tenant chooses to put up a barrier to block access to their patio, it must be an Association approved gate. The opening cannot be blocked with furniture items or by any other makeshift means that are deemed to be aesthetically unappealing, in the sole discretion of the Board of Directors.

**3.3 Limits on Repairs, Remodeling, Etc.** Repair, construction, decorating or remodeling work shall only be carried on Mondays through Fridays between the hours of 8:00 a.m. and 5:00 p.m. and Saturdays between the hours of 8:00 a.m. and 12:00 p.m. Proof of contractor insurance and applicable permits must be submitted to Association Management before work begins. **Material alterations to the common elements by unit owners also require the approval of 75% of the total voting interests of the Association pursuant to 9.1 of the Declaration.** Every contractor or subcontractor associated with a particular project for a particular unit must be called into the front guard gate by the unit owner so that the worker(s) can gain entry to the complex.

***\*\* Construction debris is not to be placed in the trash compactor. Removal of debris is the responsibility of the owner of the unit under renovation. A fine will be imposed upon any contractor, unit owner, or resident found breaking this rule.\*\****

**3.4 Special Decoration and Display Rules.** The side of the curtains, blinds and other window treatments facing the exterior of the building must be white. Blankets, sheets, broken blinds and any other unsightly window covering visible from the outside of the building are prohibited and shall be replaced/removed by the owner or tenant of that unit upon the written request of the Board of Directors. Decorations may be displaced on or in a Unit in such manner as to be visible from the exterior of the unit so long as they do not diminish or impair the aesthetic appeal or attractiveness of the Condominium and are promptly removed by the Unit Owner within twelve (12) days after the date of the holiday or event to which the decorations pertain. Notwithstanding the foregoing, however, any Unit Owner may display one portable, removable, United States flag in a respectful way, and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 41/2 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard. If any of these flags become tattered or worn, they should be discarded in a respectful way and replaced if desired. No sports banners/flags are allowed to be displayed from windows, patios, or balconies at any time. Holiday or seasonal wreaths are permitted on entry doors so long as the wreath is not permanently affixed to the door. An over the door hanger should be used.

**3.5 Architectural Approval –** Making alterations or additions to the common elements is strictly prohibited without prior approval by the Board of Directors. If an alteration is necessary the homeowner can complete an Architectural Approval Request form (obtainable from the Management Office). This must then be submitted to the Architectural Committee, via the Management office along with plans/supplementary information.

#### **4. Use of Common Elements.**

All common elements (including limited common elements) will be used for their designated purposes only, and nothing belonging to Unit Owner, their family, tenants or guests shall be kept therein or thereon unless otherwise permitted under the Declaration and these rules and regulations, and such areas shall at all times be kept free of obstruction. Examples include but are not limited to there being no bicycles, shoes or other personal items left in common breezeways. **Owners are financially responsible to the Association for damage to the Common Elements caused by themselves, their tenants, guests and family members.** Unit owners may keep one (1) doormat at each entrance to the

Unit so long as the doormats do not diminish or impair the aesthetic appeal or attractiveness of the Condominium and are promptly removed or replaced by the Unit Owner when worn out or dirty.

**4.1 Fishing on Common Elements/Limited Common Elements.** Fishing is only permitted in between buildings, behind the unit in which the person fishing resides, or from the Yacht Club fishing pier. Persons who do not adhere to this rule will be fined.

## **5. Pet Restrictions.**

The following are pet restrictions for the Condominium:

**5.1 General.** A maximum of two pets are allowed per unit. Two dogs or two cats or two birds, and other customary non-exotic (snakes, ferrets and skunks are prohibited), quiet and inoffensive household pets shall be kept in a Unit, provided same are not kept, bred or maintained for any commercial purpose and do not become a nuisance or annoyance to neighbors. Individuals who were tenants of the apartments prior to creation of the Condominium and who have purchased a Unit, shall be entitled to retain the pet(s) they owned prior to purchasing the Unit, but upon the death of the pet(s), the Unit owner shall not be permitted to replace the pet unless the Unit owner is able to satisfy the specific pet restrictions contained in the first sentence of this paragraph.

**5.2 Registration Required.** All pets must be registered with Association management. All dogs requiring registration must be brought into the Association Management office for a visual inspection prior to being kept in a unit. It will be determined at that time if the dog is an allowable breed. Once registered, dogs and cats must wear the tag issued by Association Management on all portions of the Common area. **Residents who fail to register their pets (dogs and cats) will be provided with 7 days written notice, and then if they continue to fail to register they will be subject to a fine of \$100 per pet.** Registration tags must be visible at all times when a pet is outside of the limited common area of its owners unit, or owner will be subject to a fine.

**5.3 Pets Leashed on Common Elements.** On all portions of the Common Elements (other than the Limited Common Elements appurtenant to a Unit if a fence is fitted), pets (dogs and Cats) shall be under hand-held leash no longer than 10 feet or carried at all times. Electronic collars associated with electronic fencing or other electronic devices are no substitute for a pet restrained by a hand-leash. If a pet is leashed within confines of a limited common area (upper balcony or patio) and is not fitted with an association approved fence, then the pet owner must ensure the length of the leash does not allow for the pet to venture outside of said patio or balcony. If owner's pets are not on a leash while outside on the patio or balcony area, owners must insure that all means of egress from the patio or balcony must be blocked off in addition to the gate area. **All material used for blockage of patio and/or balcony must be approved by the Board.** If a pet owner fails to follow any of the leash rules, they will be subject to a fine of \$100 per pet. Pets are not allowed in pool areas, the fitness center, Laundromat and Yacht Club. The exception to the rule is a Service Dog, provided that official documentation is on file in the management office by the pet owner. The service dog will be allowed inside the pool fenced in area if it is kept on a leash, but is not allowed in the pool itself. Anyone found breaking this rule will be asked to leave the area and may be fined.

**5.4 Clean-up.** Messes made by pets must be removed by Unit Owners, their tenants, guests or handlers immediately. Any residents observed not cleaning up after their pets will be fined \$100.00, but only after the offending resident has been given reasonable notice of the violation and the intent to fine and an opportunity for a hearing before a committee of Unit Owners who are neither board members nor persons residing in a board member's unit.

**5.5. Certain Canine Breeds Prohibited.** Dobermans, German Shepherds, Pit Bulls, Rottweilers as well as any dogs that are mixtures of such breeds (where the prohibited breed is clearly dominant), are specifically prohibited anywhere on the Condominium property, as are like animals of similar temperament. Where a mixed breed is identified

that it appears to be part prohibited breed, the onus is on the owner to provide documentation from a Vet of the dog's breed. The Violation committee will then assess the dog against photographs of pure bred, prohibited breeds and decide whether to allow or remove the dog. The Association has the authority and reserves the right to review at any time or to have owner take pet to an approved Association registered veterinarian any animal breed deemed to be in question even after the pet is registered with the HOA. In addition, any pets that are vicious, noisy or otherwise unpleasant will not be permitted in the Condominium. In the event that a pet has become a nuisance or disturbing in the opinion of the Board, written notice shall be given to the Unit Owner or other person responsible for the pet and the pet must be removed from the Condominium property within (3) days after the notice is given.

**5.6. Guests' Pets.** Guests are not permitted to bring pets onto Condominium property.

**6. Trash Disposal.**

Disposition of garbage and trash shall be only by use of receptacles approved by the Association or by use of garbage disposal units. Trash must be taken by owners, their tenants or their guests to the trash compactor on property and cannot be left in common areas or limited common elements (i.e. on balconies or patios) at any time. Compactors are not for construction related trash, nor are owners/tenants allowed to leave old furniture, appliances or other large items at the compactor. Owners/tenants are responsible to remove the above items at their expense off the premises. Owners, tenants and guests are responsible for keeping the limited common areas appurtenant to their unit and common areas directly in front of their unit free of litter. Examples of litter include but are not limited to cigarette butts, candy wrappers and gum, animal feces or bags containing animal feces, empty alcohol cans and bottles. Litter should be removed immediately by the owner, tenant or guest of the unit. Any resident found breaking this rule may be subject to a fine.

**7. Noise and Disturbances.**

The Association observes "Quiet Hours" throughout the Waterside Community from 10pm to 8am seven days a week. Loud and disturbing noises are prohibited whether emanating from units, common elements, limited common elements, vehicles or boats. All radios, televisions, tape machines, compact disc players, stereos, singing and playing of musical instruments, etc., shall be regulated to sound levels that will not disturb others. Any resident found breaking this rule may be subject to a fine. The Yacht Club Bar may on occasion have live music or DJ's for special functions and events which may play no longer than 1am.

**8. Offensive/Threatening Behavior.**

The Police may be called to deal with residents or guests who are verbally or physically abusive to any Waterside at Coquina Key employee, contractor, vendor, board member, owner or guest. Additionally, the individual will be subject to a fine of \$100.

**9. Illegal/Immoral Practices.**

Illegal and immoral practices are prohibited. If these practices are observed anywhere on the condominium property, the police will be called and the individual will be subject to a \$100 fine for each violation.

**10. No Alteration of Landscaping.**

Other than plants, trees or shrubs contained within a limited common element appurtenant to a Unit, lawns, shrubbery or other exterior plantings shall not be altered, moved or added to without the permission of the Association. No plants, trees or shrubs shall be permitted within a Limited Common Element area except as permitted by the Board.

## **11. Certain Items Not to be Displayed.**

Laundry, bathing apparel, and beach accessories shall not be maintained in a manner that is exposed to view to other units. This includes common hallways, patios & balconies.

## **12. No Nuisances.**

No nuisance of any type or kind shall be maintained upon the condominium property.

## **13. Nothing to Increase Insurance Rates.**

Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Buildings or contents thereof or upon any portion of the Condominium Property. No Unit owner shall permit anything to be done or kept in his or her Unit or in the Common Elements which will result in cancellation of insurance on the Building, contents thereof, or which would be in violation of any law or building codes.

## **14. For Sale and For Rent Signs.**

No “for sale” or “for rent” signs shall be permitted upon the Condominium Property (either upon the common elements or in any portion of the unit that is visible from its exterior), it being the intent of the Association to ensure an attractive and consistent appearance of the Condominium. However, Unit Owners are permitted to have open houses, pursuant to the following provisions:

**14.1** Unit Owners or their brokers must let Association Management (Rampart Properties) know in advance of any open house.

**14.2** Open houses are permitted on Tuesday 1pm – 4pm and on Saturday and Sundays from 1pm – 5 pm.

**14.3** One temporary “Open House” sign can be placed in front of a unit with the following conditions.

**14.4** The “Open House” sign is not to be placed sooner than one hour before the open house is to begin.

**14.5** The “Open House” sign must be removed no later than one hour after the open house ends.

**14.6** The “Open House” sign cannot exceed 18” x 24” in size.

**14.7** The Unit Owner or agent is to indicate directions on a Waterside site plan rather than using directional arrows/signs. These can be given out by guards if approved in advance by Management.

**14.8** Any Unit Owner or agent who does not follow these procedures will be subject to fines and/or a suspension of use rights.

## **15. Fines for Violations.**

Fine may be imposed for each violation of these rules and regulations or for any violation of condominium documents, the amount of such fine to be set by the Board in accordance with the provisions of Chapter 718, Florida Statutes.

## **16. Guests in Units.**

**16.1** All residents are allowed no more than (4) guests per unit within a 24 hour period unless they make pre-arrangements with the management office and the guards.

**16.2** All residents must contact the guard prior to their guests’ arrival to ensure a smooth flow at the gate.

**16.3** All guests must register their vehicles with Security Guard at the gatehouse. Unregistered vehicles will be towed without notice.

## **17. Pool Usage.**

**17.1** All residents are responsible for their guests' conduct and must accompany their guests in the pool or club house. No resident shall allow use of the pool or club house by more than two (2) guests at the same time, and the resident must accompany such guests at all such times. All residents and guests must use their access card to gain entry to amenity and display to Waterside guards while in the clubhouses, fitness centers, pool areas, tennis courts, volleyball courts, dog park, laundry facility or other amenities. Failure to have your access card in your possession will result in your removal from that amenity by the Waterside security. No glass bottles, glassware, or pets (except as noted in item

#5.3 above) are permitted in the pool areas. Any food or drink items must be kept at least 4 feet from the edge of the pool and spa. Additional rules for conduct and usage of pools (including hours of operation), clubhouses, common areas and amenities are posted on property.

**17.2** Loud, obnoxious behavior, excessive consumption of alcohol, "drinking games," intoxicated persons, offensive language and non-compliance with the Pool rules will not be tolerated at either pool. Any individual who does not comply with any of these requirements will be asked to leave the pool. If an individual does not comply with the request of a guard to leave the pool area, the Police will be called and that individual will be charged with trespassing.

## **18. Pool Trespassing.**

Persons are not permitted to enter the pool area when the pool is closed. If persons enter the pool area and refuse to leave when asked by the guard, they will be treated as trespassers and the Police will be called.

## **19. Condominium and Management Staff.**

The condominium and management staff are not permitted to do private work for the Unit owners, their families, tenants or guests while on duty. If both parties are agreeable, staff may assist such persons privately when off duty. **Any unit owner that hires Association Employees to work in their units after hours must execute a waiver and release of liability.**

## **20. Dockside Bait Boxes.**

All dockside bait boxes must not be permanently attached to the common elements of the condominium and, if attached to the seawall, must not damage the sea wall. Bait boxes will be kept in a neat, clean and tidy condition at all times and Unit owners will not allow lines, wire or cables to or from bait boxes to cross walkways, catwalks or lawn areas.

## **21. Uniform Application.**

These Rules and Regulations shall apply equally to Unit Owners, their families, guests, staff, invitees and lessees.

## **22. Not Exclusive.**

These Rules and Regulations do not purport to constitute all of the restrictions affecting the Condominium Property. Reference should be made to the Condominium documents and the Declaration.

## **B. ANTENNAS AND SATELLITE RULES AND REGULATIONS.**

### **23. Antennas/Satellite Rules.**

All antennas or satellites dishes of any kind on the Condominium Property must be approved by the Board via the Association Management Office. The Unit Owner should submit the request on the required form and wait for approval before purchasing any such equipment for use on the property. All antennas and satellite dishes of any kind on the Condominium Property will be subject to the requirements of this Section,

**23.1** a Unit Owner shall be permitted to install and maintain on or within a Unit any of the following kinds of antennas and satellite dishes (collectively, "**Permitted Antennas**"):

**23.1.1** antennas that are one meter (39.37") or less in diameter and are designed (A) to receive "direct broadcast satellite service" (defined below), including direct-to-home satellite service, or to receive or transmit fixed wireless signals via satellite, or (B) for use to receive video programming services via "multipoint distribution services" (defined below), including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, or to receive or transmit fixed wireless signals (defined below) other than via satellite, within the scope and meaning of 47 C.F.R. §1.4000(a)(1)(i)-(ii) or any successor legislation; or

**23.1.2** antennas that are used to receive television broadcast signals within the scope and meaning of 47 C.F.R. §1.4000(a)(1)(iii) or any successor legislation, or

**23.1.3** a mast or similar structure supporting any Permitted Antennas within the scope and meaning of 47 C.F.R. §1.4000(a) (1) (iii), or any successor legislation.

**23.1.4** For purposes of the foregoing subsections 23.1.1 through 23.1.3, a "direct broadcast satellite service antenna" is an antenna, including one in the form of a dish or parabola, of the kind normally measuring from 18 inches to 24 inches in diameter and used for DIRECTTV or Dish Network systems, or other similar systems.

**23.1.5** A "multipoint distribution service antenna" is an antenna having any of the following forms: (a) a rounded disk approximately 18 inches in diameter, with a metal screen or solid cover; (b) a parabolic (curved rectangular) sheet approximately 12 inches by 18 inches, either solid or open grillwork; or (c) a straight, branch-like device of varying length, also known as a "Yagi" antenna, or (d) other forms of antennae designed to achieve substantially the same objects and purposes as the foregoing. A "fixed wireless signal" is any commercial non-broadcast communications signal transmitted via wireless technology to and/or from a fixed customer location, including antenna used to provide telephone service or high-speed Internet access to a fixed location as contemplated by 47 C.F.R. §1.4000(a)(2) or any successor legislation; provided, however, that the term does not include, among other things, AM Radio, FM radio, amateur or HAM radio, Citizen's Band (CB) radio or Digital Audio Radio Service (DARS) signals.

**23.2** Prohibited Antennae. Except as provided above, no masts, antennae, towers, poles, aerials, or similar appurtenances may be erected, constructed, or maintained on the exterior of any building or structure that is a part of the Condominium Property without the prior written consent of Association, which consent may be withheld or conditioned in its sole and absolute discretion. (The Satellite dish mast or pole must be mounted on a free standing tri-pod or other free standing devise and not attached or strapped to the building or structures to include fence posts, rails or columns.

**23.3** **Restrictions on Permitted Antennas.** In order to protect the health, safety and welfare of Owners within the Project, the following reasonable restrictions on Permitted Antennas shall be in full force and effect:

**23.3.1** No mast shall exceed the height necessary to receive satellite or antenna signals. Additionally no mast may present a safety hazard. No mast shall exceed 12 feet in height above the roof of a building containing a Condominium Unit, or be taller than the distance between the antenna and any boundary of the real property that is a part of the Condominium on which the antenna is located without the prior written consent of the Association. The Association shall expedite the review of any application by an Owner for consent to a mast or antenna required under the following restriction. All masts must comply with all requirements of applicable governmental laws, including the zoning and building codes of the City of St. Petersburg, Florida.

**23.3.2** An antenna or mast may be located only in a Unit or within areas of exclusive use or control of the Owner where the user has a direct or indirect ownership or leasehold interest in the Unit and shall not be located on any Common Elements. Masts or antennas may not be located within the Common Elements of the Condominium, such as the roof, the hallways, the walkways, the exterior grounds, or the exterior walls of a condominium or apartment building.

**23.3.3** Each Unit Owner shall promptly notify the Association in writing of the proposed installation of a mast or antenna on such Unit, including in such notice a copy of the antenna installation and specifications brochure. The Association shall have the right, but not the obligation, to promptly inspect an antenna after it is installed in order to confirm compliance with permissible restrictions and legal requirements.

**23.3.4** Each Owner shall maintain each Permitted Antenna in good operating condition and repair at all times. The Association may temporarily remove the Permitted Antenna if necessary to perform normal maintenance and repairs that the Association has the right to perform under the terms of this Declaration or by law. No Permitted Antenna shall interfere with, or obstruct the performance of any exterior maintenance or repair responsibilities of the Association under this Declaration or by law.

**23.3.5** A Permitted Antenna shall not be installed on a Unit if it merely duplicates the function of another Permitted Antenna already owned by the Owner and is unnecessary for reasonable reception of allowable programming.

**23.3.6** An Owner will use reasonable measures to screen or camouflage a mast or Permitted Antenna as located within a Unit or within an area of exclusive use so as to reduce its visual impact on persons viewing it or them from the exterior. Such screening or camouflaging may include painting, inexpensive landscaping, or other measures, so long as the same will not interfere with reception of an acceptable quality signal; provided, however, that all screening must be consistent with the design guidelines approved from time to time by a designated committee of the Association. In addition to the foregoing, Unit Owners will use diligent best efforts to install masts or antennae in the following locations on their Units, in the following preferred order of priority: (i) inside the Unit; (ii) on any balcony/patio appurtenant to the Unit; (iii) on any balcony/patio on a mast or tripod as close to the level of the balcony railing as possible.

**23.3.7** Each Owner agrees to defend, indemnify and save harmless Developer and Association, their respective officers, directors, agents, managers, employees, successors and assigns, jointly and severally, from and against all claims, demands, actions, and causes of action (collectively, "Claims") in any way, directly or indirectly, arising out of or in connection with the installation of any mast or antenna on or about any Unit

in the Condominium by any such Owner, including all damages, costs and expenses and together with attorney fees and costs incurred in the defense of any such Claims.

**23.3.8** The Association will have the right to promulgate such further reasonable rules and regulations interpreting, implementing and enforcing the foregoing covenants and restrictions as may be permissible under applicable law.