

**SCHEDULE "A"**  
**TO**  
**BY-LAWS**

**RULES AND REGULATIONS**  
**FOR**  
**THE WAVERLY AT LAS OLAS CONDOMINIUMS**

Each of the rules and regulations shall be in accordance with all applicable county and state codes, ordinances and regulations.

1. The sidewalks, entrances, passages, lobbies and hallways and like portions of the Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Condominium Property; nor shall any carts, bicycles, carriages, chairs, tables, clothing, shoes or any other objects be stored therein, except in areas (if any) designated for such purposes. The foregoing shall not, however, be applicable to the Commercial Units, except as otherwise expressly provided in the Declaration. As and to the extent set forth in the Declaration, the Owners of the Commercial Units shall be permitted to make use of the sidewalks, entrances, passages, and other portions of the Common Elements adjacent to their Units to further the commercial uses from their Commercial Units.
2. The personal property of Residential Unit Owners and occupants must be stored in their respective Residential Units.
3. No articles other than patio-type furniture shall be placed on the balconies, patios, terraces or lanais or other Common Elements or Limited Common Elements of Residential Units. No linens, cloths, clothing, shoes, bathing suits or swimwear, curtains, rugs, mops, or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors, balconies, patios, terraces, lanais, railings or other portions of the Condominium or Association Property. The foregoing shall not be applicable to the Commercial Units or the Commercial Unit Owners.
4. No Unit Owner or occupant shall permit anything to fall from a window or door of the Condominium or Association Property, nor sweep or throw from the Condominium or Association Property any dirt or other substance onto any of the balconies, patios, terraces and/or lanais or elsewhere in the Building or upon the Common Elements. Each Unit Owner shall be responsible for cleaning up after themselves, and their guests, tenants and invitees when within the Condominium or Association Property, including, without limitation, placing all trash and/or garbage in the proper receptacles.
5. No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Association. The requirements from time to time of the company or agency providing trash removal services for disposal or collection shall be complied with. All equipment for storage, recycling or disposal of such material shall be kept in a clean and sanitary condition.
6. No Residential Unit Owner or occupant shall make or permit any disturbing noises, nor allow any disturbing noises to be made by the Owner's family, employees, pets, agents, tenants, visitors or licensees, nor permit any conduct by such persons or pets that will interfere with the rights, comforts or conveniences of other Unit Owners or occupants. No Residential Unit Owner or occupant shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio or sound amplifier in his Unit in such a manner as to disturb or annoy other residents. No Residential Unit Owner or occupant shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents. The foregoing shall not be applicable to the Commercial Units, nor preclude any lawful uses from the Commercial Units other than to the extent provided in the Declaration.
7. Employees of the Association are not to be sent out by Unit Owners or occupants for personal errands. The Board of Directors shall be solely responsible for directing and supervising employees of the Association.
8. No repair of vehicles shall be made on the Condominium Property.
9. No Residential Unit Owner or occupant shall make or permit any disturbing noises, nor allow any disturbing noises to be made by the Owner's family, employees, pets, agents, tenants, visitors or licensees, nor permit any conduct by such persons or pets that will interfere with the rights, comforts or conveniences of other Unit Owners or occupants. No Residential Unit Owner or occupant shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio or sound amplifier in his or her Unit in such a manner as to disturb or annoy other residents. No Residential Unit Owner or occupant shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.

10. No sign, advertisement, notice or other graphics or lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Condominium or Association Property, except signs used or approved by the Developer (for as long as the Developer owns any portion of the Condominium Property, and thereafter by the Board) or signs utilized by the Commercial Units (and as to signs utilized by Commercial Unit Owners, to the extent permitted by the Declaration). Additionally, no awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or roof of the Building or on the Common Elements by any Residential Unit Owner, without the prior written consent of the Board of Directors of the Association. The foregoing shall not, however, be applicable to the Commercial Units, except to the extent provided in the Declaration. As and to the extent set forth in the Declaration, the Owners of the Commercial Units shall be permitted to install signage both on their Units and the Common Elements adjacent to their Units.

11. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Residential Unit or on the Common Elements, other than as is reasonable and customary in vehicles and/or in cleaning supplies.

12. A Unit Owner or occupant who plans to be absent during the hurricane season must prepare his or her Unit prior to his or her departure by designating a responsible firm or individual to care for the Unit should a hurricane threaten the Unit or should the Unit suffer hurricane damage, and furnishing the Association with the name(s) of such firm or individual.

13. A Residential Unit Owner or occupant shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies, railings or windows of the Building. Notwithstanding the foregoing, 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 4½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard. Curtains and drapes (or linings thereof) which face on exterior windows or glass doors of Units shall be subject to disapproval by the Board, in which case they shall be removed and replaced with acceptable items.

14. Installation of satellite dishes by Residential Unit Owners shall be restricted in accordance with the following: (i) installation shall be limited solely to the Unit or any Limited Common Elements appurtenant thereto, and may not be on the Common Elements; (ii) the dish may be no greater than one meter in diameter, and (iii) to the extent that same may be accomplished without (a) impairing reception of an acceptable quality signal, (b) unreasonably preventing or delaying installation, maintenance or use of an antenna, or (c) unreasonably increasing the cost of installing, maintaining or using an antenna, the dish shall be placed in a location which minimizes its visibility from the Common Elements and otherwise meets the requirements of the Board. The foregoing restrictions shall not be applicable to the Commercial Unit Owners.

15. No window air-conditioning units may be installed by Unit Owners or occupants. No Unit shall have any aluminum foil placed in any window or glass door or any reflective or tinted substance placed on any glass, unless approved, in advance by the Board of Directors in writing. No unsightly materials may be placed on any window or glass door or be visible through such window or glass door.

16. No gas or barbecue grills of any type shall be permitted on the balconies, patios, terraces, lanais appurtenant to Units.

17. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Condominium Property and including full compliance by them with these Rules and Regulations and all other rules and regulations of the Association. Loud noises by children will not be tolerated. All children under twelve (12) years of age must be accompanied by a responsible adult when entering and/or utilizing the recreational facilities.

18. Pets, birds, fish and other animals, reptiles or wildlife shall neither be kept nor maintained in or about the Condominium Property except in accordance with the following, in addition to the applicable terms of the Declaration:

- (a) Dogs or cats shall not be permitted outside of their owner's Unit unless attended by an adult and on a leash not more than six (6) feet long. Said dogs and cats shall only be walked or taken upon those portions of the Common Elements designated by the Association from time to time for such purposes. In no event shall said dog or cat ever be allowed to be walked or taken on or about any recreational facilities contained within the Condominium Property. Pets shall only be in the hallways of the Building as a means of direct ingress or egress to and from its Owner's Unit and the service elevator.
- (b) Fish or caged domestic (household-type) birds may be kept in the Units, subject to the provisions of the Declaration.

- (c) Unit Owners shall pick up all solid wastes from their pets and dispose of same appropriately.

The foregoing shall not, however, limit the rights of Commercial Unit Owners to invite pets to their Units to the extent permitted by the Declaration.

19. Every applicable Owner and occupant shall comply with these Rules and Regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, or such Owner's family, guests, invitees, lessees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, Articles of Incorporation or By-Laws, provided that the procedures set forth in the Declaration for fining are adhered to. Fines shall not be construed to be an exclusive remedy and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or occupant.

20. These rules and regulations shall be cumulative with the covenants, conditions and restrictions set forth in the Declaration of Condominium, provided that the provisions of same shall control over these rules and regulations in the event of a conflict or a doubt as to whether a specific practice or activity is or is not permitted. Anything to the contrary notwithstanding, these rules and regulations shall only be applicable to the Commercial Units to the extent expressly provided. Further, anything to the contrary notwithstanding, these rules and regulations shall not apply to the Developer, nor its agents or employees and contractors, nor to the Units owned by the Developer, except:

- (a) Requirements that leases or lessees be approved by the Association (if applicable); and
- (b) Restrictions on the presence of pets; and
- (c) Restrictions on occupancy of Units based upon age (if any); and
- (d) Restrictions on the type of vehicles allowed to park on Condominium Property; however, the Developer or its designees shall be exempt from any such parking restriction if the vehicle is engaged in any activity relating to construction, maintenance, or marketing of Units.

All of these rules and regulations shall apply to all other Owners and occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Unit Owners from specific rules and regulations upon written request therefor and good cause shown in the sole opinion of the Board.



Rules added by the Board of Directors since original Condo Doc's.

1. All new prospective owners and renters of the Waverly at Las Olas must fill out an application and meet with the Screening Committee prior to being approved for any move in. (2/22/06)
2. All applicants must include a \$150 application fee (\$50 move in cost, \$50 move out cost, and \$50 screening cost) when submitting their application. (2/22/06)
3. All Owners who rent out their Condominium must submit a \$1000 refundable deposit prior to any rental applicant being approved for move-in. This money will be held in a non-interest bearing account until the tenant has moved out. (2/22/06)
4. All move-ins and move-outs must reserve freight elevator time prior to move-in or move-out. (2/22/06)
5. Move-ins and move-outs are only permitted Monday-Friday from 9:00 AM – 6:00 PM. (2/22/06)
6. No glass permitted on or around the pool deck area. (3/16/06)
7. No open Food or Beverage containers should be allowed in the lobby and in addition no consumption of food or drink should be allowed in the lobby by owners, renters, and or their guests. (2/8/07)
8. No Food, Drink Beverages of any kind or smoking is permitted while in the pool or spa. (8/7/07)