

**THIRD AMENDMENT TO AND COMPLETE RESTATEMENT OF  
WATERSIDE CONDOMINIUM OWNERS ASSOCIATION, INC.  
RULES AND REGULATIONS**

Effective as of this 20th day of April, 2012, the Board of Directors for Waterside Condominium Owners Association (the "Association") amends and restates the Rules and Regulations pursuant to the Condominium Declaration for Waterside Condominium Owners Association and the By-Laws of Waterside Condominium Owners Association, Inc.

This Third Amendment to and Complete Restatement of the Rules and Regulations shall supersede the Rules and Regulations adopted by the Board of Directors on November 14, 2005, the First Amendment and Complete Restatement of the Rules and Regulations effective July 27, 2009, the Second Amendment and Complete Restatement of the Rules and Regulation effective January 1, 2011 and any Rules and Regulations previously adopted by the Board.

The Board of Directors amends and restates the Rules and Regulations to incorporate rules pertaining to Unit Owners who rent or lease his/her Unit and rules pertaining to the use of the hot tubs.

These rules are in addition to the Covenants, Conditions and Restrictions established by the Waterside Condominium Owners Association, the By-Laws of Waterside Condominium Owners Association, Inc., and the Articles of Incorporation of Waterside Condominium Owners Association, Inc. and in addition to the laws for the State of Montana and County of Flathead, which provide for penalties and/or jail sentences.

These rules and regulations pertain to the use of common areas and the use of individual units by owners and occupants. The Association owners and occupants are common owners or users of the common areas. The common areas refer to the totality of the property, other buildings, the condominium buildings, yard, sidewalks, grass, shrubbery, trees, driveways, private streets, parking areas, landscaping located on the property, all apparatus, installations and equipment of the condominium buildings existing for the common use of the owners. In general, all other parts of the Project existing for the common uses of the owners, and all other parts of the project necessary or convenient to its existence, maintenance or safety, or normally in common use. (See Section Five of the Condominium Declarations.)

**ARTICLE I: GENERAL CONDUCT OF OCCUPANTS**

Section 1. Owners and occupants shall exercise reasonable care to avoid making loud, disturbing or objectionable noises. This includes, but is not limited to excessive pounding/banging, playing of musical instruments, radios, phonographs, television sets, amplifiers and any other instruments, or operating devices such as cars, motorcycles in such manner as may disturb or tend to disturb owners, tenants or occupants of other units. Quiet hours in the common areas shall be enforced from 10:00 p.m to 8:00 a.m. Further, no disruptive, offensive or unlawful use shall be permitted or made of the Project or any part thereof. Violations of this section will be subjected to the fines/assessments more fully described in Article IX, Rule Violations/Fines.

Section 2. No one is allowed to "play" in the breezeways or staircases. This includes, but is not limited to running and yelling. Common sidewalks, staircases, breezeways, and parking lots shall not be obstructed or used for any other purpose than ingress to and egress from the units. Vehicles in violation of the foregoing provision are subject to towing without notice. Violations of this section will be subjected to the fines/assessments more fully described in Article IX, Rule Violations/Fines.

Section 3. Any damage to the common areas caused by the owner, a member of his/her family, his/her tenants' family, or guests of an owner or tenant, or employee of said unit owner shall be repaired and replaced at the expense of the owner causing the damage. This includes, but is not limited to, damage caused by use of barbecues, leakage to other units, damage on breezeways, staircases, downspouts, climbing of trees, or destruction or damage to landscaping.

Section 4. The hot tubs shall only be used between the hours of 8 a.m. and 10 p.m. Children under the age of 12 shall not be permitted in the hot tubs unless such child is at least 3 years of age and accompanied by a parent, grandparent or legal guardian. Children under the age of 3 are not permitted to use the hot tubs. No glass containers, electrical equipment or other items which are breakable or otherwise may create a hazard are allowed in or near the hot tubs.

Section 5. No fireworks are permitted at any time on the Waterside Property.

Section 6. No open fires shall be lighted or permitted on any Common Areas, or any part thereof, except in a contained barbeque unit while attended and in use for cooking purposes or within a safe and well-designed interior fireplace. Fires within the community fire pit must be attended at all times.

Section 7. Disposition of garbage and trash shall be by use of common trash and garbage facilities. Care will be taken with ashes. They must be thoroughly cooled prior to depositing them in a trash container. The trash facilities are only for normal household trash and any building materials, furniture, appliances, etc., must be disposed of by the individual owners. All trash must be in plastic bags, secure with twist-tie closures and placed in the trash receptacles, and not on patios/balconies, breezeways or in any other Common Area.

Section 8. Disposition of recycling material, which includes newspapers, plastic, glass, aluminum cans shall be by use of common recycling containers located near the common trash and garbage facilities if available. No recycling material shall be left outside of the recycling containers.

Section 9. Balcony/Patio areas shall be used only for the purpose intended and shall not be used as storage areas for tires, auto parts, appliances, hazardous materials, etc. Exterior appearance of decks or patios of any condominium unit shall be kept in a clean, sightly and orderly condition, and the hanging of garments or rugs or other household items thereon is expressly prohibited. Violations of acceptable practice will be brought to the owners attention for correction.

Section 10. No person, child, animal or item shall be allowed on the common building, garage, or carport roofs of the Project under any circumstances whatsoever without the prior authorization of the Board.

Section 11. No work or alteration of any kind shall be done upon the exterior walls, roofs, garages and/or carports or upon the general or limited Common areas unless previously authorized in writing by the Association.

Section 12. No owner, resident or lessee shall install any electrical or telephone wiring for any purpose. Nor shall any television or radio antennae, or machines be installed on the exterior of any building in the Project, or be protruding through the walls or roofs except as may be expressly authorized in writing by the Waterside Condominium Owners Association.

Section 13. All unit owners or their tenants shall, within thirty (30) days after occupancy, assure that 2" wood blinds similar in color to the interior trim are installed on the windows and patio doors.

Section 14. No structures of a temporary nature such as storage shed, barns, tents, trailers, or other outbuildings shall be used or permitted to be stored on any portion of the premises at any time either temporarily or permanently.

Section 15. Waterside can be utilized only for residential purposes, and no advertising signs (including For Rent or For Sale) shall be erected on the premises with the exception of advertising signs necessary to complete the sale of all condominium units within the project by Declarant.

Section 16. Commercial use of any condominium, garage, carport, or boatslip is strictly prohibited. Conducting business with the use of a condominium, garage, carport, and/or boatslip is considered a commercial use.

Section 17. The Association assumes no responsibility for, nor shall it be liable for, any loss of or damage to articles stored in any storage areas. Homeowners are responsible for obtaining insurance coverage on their units and personal property.

Section 18. Any Violation of this Article I shall be subject to the fines and assessments more fully described in Article IX, Rule Violations/Fines.

## **ARTICLE II: VEHICULAR/PARKING AREA USAGE AND MAINTENANCE**

Section 1. Parking of vehicles (which includes vans, light duty pick-up trucks and motorcycles) is permitted in parking spaces and/or garages and/or carports only. No more than two motorcycles will be parked in an individual parking space at any one time.

Section 2. GARAGES/CARPORTS - for each owner who has been granted the exclusive use of a garage and/or carport or renters of such garages and/or carports, the garages and/or carports will only be used for parking of cars, light duty pickup trucks and motorcycles. Storage of any

other item, including, but not limited to gasoline containers, tires, tool sheds, car seats, camper shells, etc. is strictly prohibited. Owners/renters who do not follow these rules will be subjected to the fines/assessments more fully described in Article IX, Rule Violations/Fines.

Section 3. ALLOTTED SPACES: Vehicles shall be parked within designated parking areas only.

Section 4. INOPERATIVE, UNUSED, UNREGISTERED OR ABANDONED VEHICLES: No inoperative, unused, unregistered or abandoned vehicle shall be stored, parked, maintained or kept upon any Common area within the Project. "Inoperative, abandoned, or unused vehicle" shall mean any automobile, truck, motorcycle or motorbike which has not been driven under its own propulsion or has not been moved outside of the Project for a period of 2 weeks or longer. The foregoing restriction shall not include otherwise permitted vehicles parked by owners while on vacation or during a period of illness. Inoperative, abandoned, unregistered or unused vehicles shall be subject to ticketing and/or towing at owner's expense, as provided herein or by applicable law.

Section 5. RECREATIONAL OR COMMERCIAL VEHICLES: No commercial or recreational vehicle, including but not limited to trucks, trailers, mobile homes, detached camper units, utility and boat trailers, snowmobiles, race cars, watercraft or house trailers shall be parked, kept, stored or maintained on any Common Area within the Project, except while temporarily engaged in loading or unloading of trucks or RVs not to exceed more than one (1) consecutive day. Vehicles in violation hereof shall be subject to ticketing and/or towing at owner's expense, as provided herein or by applicable law.

Section 6. All major vehicle repairs which include, but is not limited to body or engine work, overhauling or similar automotive repair work are prohibited in any portion of the Project. Only minor repair work requiring no more than 30 minutes are permitted. Minor repairs including checking and/or adding automotive fluids, changing a flat tire, jump-starting a vehicle, changing a windshield wiper, and changing a headlight are permissible. There will be no draining of fluids and no use of heavy tools. Debris from repairs must be immediately picked up and properly disposed of. In all cases, no automotive maintenance or repair work shall be conducted or carried on within the Project so as to become an annoyance, nuisance, eyesore, or hazard or which in any way causes damage to the common areas.

Section 7. Speed limits within Waterside shall not exceed ten (10) miles per hour.

Section 8. Fireworks of any kind will not be permitted on the premises of the Waterside common areas.

Section 9. VIOLATION: There will be written Notice of Intent to Tow delivered to Unit Owner/Tenant or vehicle owner or a note will be posted on subject vehicle. If vehicle in violation of Sections 1 through 5 above hereof is not removed within seventy-two (72) hours after notice of intent to tow, the Association shall be entitled to tow the subject vehicle and the Unit Owner/Tenant and Vehicle Owner (if different) shall be jointly and severally liable for all expenses, costs and fees incurred in such towing and/or storage.

Section 10. Washing of cars, vans, trucks and motorcycles is permitted when water is used from a bucket and the washing is done in one's own parking space.

Section 11. The Association and its Board assumes no liability for, any loss of or damage to vehicles or articles left in any vehicle on any part of the common areas.

Section 12. Any Violation of this Article II, Sections 1-8 shall be subject to the fines and assessments more fully described in Article IX, Rule Violations/Fines.

### **ARTICLE III: INCREASED RISKS AND DAMAGE:**

Section 1. Nothing shall be done or kept in any part of the Common areas, or limited common areas, or any part thereof, which would result in the cancellation of the insurance on the Project or any part thereof, or increase the rate of the insurance on the Project or any part thereof, over what the Association, but for such activity, would pay without prior written approval from the Association. Nothing shall be done or kept in any Residence Unit or in or on the Common areas, or any part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit or other imposed requirement of any governmental body. No damage to or waste of the Common areas, or any part thereof, shall be committed by any Owner/Tenant or member of the Owner's/Tenants family, or by any guest, invitee or contract purchaser of any Owner. This specifically refers to, but is not limited to, the storage of flammable liquids in any unit or Common Area. Increased risks and damage shall result in a penalty/fine assessment as stated in Article IX, Rule Violations/Fines.

Section 2. Any Violation of this Article III, Section 1 shall be subject to the fines and assessments more fully described in Article IX, Rule Violations, Fines.

### **ARTICLE IV: PET CARE**

Section 1. No pet will be allowed in Waterside in any unit that is a potentially dangerous animal. Dogs that are "Pit Bull" breeds will not be allowed at Waterside. Exotic pets shall not be boarded by any Waterside unit owner or renter. This includes, but is not limited to, reptiles (snakes or lizards), poultry (chickens, ducks, etc.) and rabbits. Exotic birds such as canaries and parakeets may be boarded in a Waterside unit.

Section 2. Pets must be maintained in such a way that they do not become a nuisance to other residents.

Section 3. No more than two pets will be boarded in a Waterside unit.

Section 4. All pets will be leashed and attended by the pet owner when on the exterior of the unit. No leash will be longer than ten feet.

Section 5. No unattended pet will be staked or chained to any object (tree, shrub, fence, building, garage or carport, etc.) in the Waterside common areas.

Section 6. No structure will be constructed on the exterior of a building or attached to a patio railing for the purpose of boarding or sheltering of a pet or pets.

Section 7. The owner of a unit in which a pet (or pets) is boarded will be responsible for any property damage, injury or disturbance caused by their animals. This includes damages done by their pet or pets to other units and personal property, as well as to Waterside property common areas (grass, trees, shrubs, flowers, fences, buildings, etc.)

Section 8. All pet owners will be required to remove pet excrement immediately from common areas, and pet owners cannot have their pets "do their business" within 30 feet of the entrances and sidewalks of the buildings. Any person keeping an animal inside a private patio area shall be responsible for maintaining the area in a sanitary manner to prevent odors and excrement from offending other owners/tenants.

Section 9. Any written notice or fine is in addition to, and not in lieu of, any fines for violation of ordinances by Animal Control for the County of Flathead, which includes the leash law.

Section 10. The owner of any animal found to be malicious, vicious, noisy or obnoxious, which may include, but is not limited to biting, frightening fellow residents, fighting with other pets, and chronic barking at other owners or tenants of the Association may be ordered to expel the animal from Waterside.

Section 11. All pet owners must turn in a pet registration form (attached) to the Property Manager for each animal that resides with an owner/tenant. This form is kept on file for identification purposes.

Section 12. Any Violation of this Article IV, Sections 1-11 shall be subject to the fines and assessments more fully described in Article IX, Rule Violations/Fines.

#### **ARTICLE V: COMMON AREA USAGE EXCLUDING PARKING AREAS**

Section 1. Large items of personal property (excluding potted plantings) shall not be placed on or in any of the general common areas. Items such as mobile homes, detached camper units, utility and boat trailers, snowmobiles, race cars, watercraft or house trailers or boats are not to be placed in or on the common area or limited common areas. Garden hoses will not be left attached to the front faucets.

Section 2. Fireplace stove inserts may not be installed in fireplaces due to safety problems they create.

Section 3. Any screen door installed must be one of the styles approved by the Board and must be maintained in good repair.

Section 4. There will be no awnings allowed over the patio/balconies.

Section 5. Usage of docks and boatslips shall be such that it does not interfere with the pedestrian usage of the docks. Docks must be clear of personal items at all times. No electrical devices, extension cords, gasoline or other storage containers are permitted on the docks. Major repairs are not permitted within the boatslips or dock areas or other common areas.

Section 6. Hot tub is for use by owners and guests of Waterside only.

Section 7. Any Violation of this Article V, Sections 1-6 shall be subject to the fines and assessments more fully described in Article IX, Rule Violations/Fines.

#### **ARTICLE VI: GENERAL CHANGES TO WATERSIDE CONDOMINIUMS**

Any planned architectural change in any way, shape or form must be in compliance with the architectural design of the Project and must be approved by the Board of Directors. Any planned change must be submitted in writing to the Board. Responses by the Board will be in writing to the homeowner and will be made within 30 days. Changes made without specific Board approval may be removed by the Association at the unit owner's expense.

#### **ARTICLE VII: OWNER-RESPONSIBILITY OF INDIVIDUAL UNITS**

Section 1. An owner's right to repair, remodel, or alter the interior of a unit shall be coupled with the obligation to replace materials removed with materials of at least the same quality.

Section 2. An owner shall not do any work that will impair the structural soundness of the unit. Any changes that affect the structure of a unit or building must be approved by the Board of Directors.

#### **ARTICLE VIII: UNIT RENTAL**

Section 1. Any unit owner who rents or leases his/her unit is responsible for the compliance of his/her tenants or renters with the provisions of these Rules and Regulations. It is the responsibility of the owner to notify the Board of Directors through the Property Manager as to any change in owner's address.

Section 2. Rental of condominium units for a period of at least fourteen (14) consecutive days is permissible. All unit rentals must be in accordance with the following:

- a. Any unit owner who rents or leases his/her Unit any time during the calendar year must complete and return the Declaration of Intent to Rent Unit (attached hereto) to the Property Manager **on or before January 1 of each such year (extended to April 1 for 2012 only)**. The Property Manager will provide written confirmation that such form has been reviewed and accepted. A Unit Owner's failure to timely submit his/her Declaration of Intent to Rent Unit and/or pay the impact fee set forth in this Section shall result in the inability of the Unit Owner to rent or lease Owner's Unit for that calendar year unless such Owner successfully petitions the Board of a Directors for a waiver.

- b. The Unit Owner must pay a nonrefundable impact fee in the amount of \$500.00 per year to defray the added expenses that are incurred as a result of renters' or lessees' use of the facilities. Such impact fee must accompany the Declaration of Intent to Rent Unit.
- c. The Unit Owner must use the standard form Rental Agreement for all rentals for periods less than six (6) months. Such Rental Agreement form can be obtained from the Property Manager.
- d. Each fully completed lease, regardless of the duration of such lease, must be submitted to the Property Manager for review **at least seven (7) days in advance of the commencement of the lease period**. Upon acceptance of the lease, the property Manager will notify the Unit Owner that the lease has been reviewed and accepted. The Property Manager has discretion to approve leases that are not submitted in a timely manner as set forth herein but contact should be made with the Property Manager to ensure review occurs before the commencement of the lease period. The Unit Owner is responsible to verify that he/she has written confirmation from the Property Manager before the rental period commences.
- e. The maximum occupancy for Unit rentals is as follows:
 

6 people	-	2-bedroom Unit
8 people	-	3-bedroom Unit

Section 3. This Article has been violated if a Unit Owner fails to comply with any provision set forth in this Article, including but not limited to the following: (i) attempts to rent Unit when Owner has failed to register such Owner's intent to rent his/her unit and/or pay the associated fees/deposits set forth in this Article; (ii) advertises the Unit as available for rent (including online advertising/posting) when Owner has failed to register such Owner's intent to rent his/her unit and/or pay the associated fees/deposits set forth in this Article; (iii) the Unit Owner or his/her agent manifests an intention to enter into a rental arrangement, whether oral or in writing, for less than the minimum rental period; (iv) the standard form lease was not submitted to the Property Manager in a timely manner or the Unit Owner did not receive confirmation from Property Manager that the lease was accepted; (v) maximum occupancy is exceeded; and/or (vi) Unit Owner submits a rental agreement to the Property Manager that does not accurately reflect the terms of the Unit Owner's rental arrangement with lessee/renter. A completed contract or unauthorized renters found occupying the unit are not required to violate this Section.

Violations under this Article shall be administered in accordance with Article IX except the fines for the violations shall be as follows:

- a. First Violation of Article VIII: The Board authorizes the Property Manager to assess a fine of \$1,500.00 plus attorneys' fees. Such fine shall be due within ten (10) days and shall bear interest from the due date at the highest rate of interest allowed pursuant to Montana law.



- b. Subsequent Violations: Upon the second and all subsequent violations of Article VIII, the fine will increase by \$1,500 for each violation, plus attorneys' fees. That is, a second violation is \$3,000.00 plus attorneys' fees, a third violation is \$4,500.00 plus attorneys' fees, etc. Each fine shall be due within ten (10) days and shall bear interest from the due date at the highest rate of interest allowed pursuant to Montana law.
- c. Except as specifically modified by this Article VIII, all other provisions of Article IX shall apply.

### **ARTICLE IX: RULE VIOLATIONS/FINES**

Except as specifically modified by Article VIII, regarding rental arrangements, all violations under these Rules and Regulations shall be administered as follows:

Section 1. Reporting: Any owner may notify the Property Manager of any alleged violations of these Rules and Regulations. Property Manager shall investigate any alleged violations Property Manager becomes aware of and if, in Property Manager's discretion, there has been a violation of these Rules and Regulations, notice shall be provided to the owner.

Section 2. Notice: In the event Property Manager has identified a violation of these Rules and Regulations, Property Manager shall provide written notice setting forth the specific nature of the violation(s) and such notice shall be delivered to the owner in person or by mail. The notice shall be deemed received upon delivery if made in person or three (3) days from the deposit of the notice in the mail to the owner's mailing address on file with the Property Manager. Notice of violations may also be made to the violator, if different than the owner, but the owner is responsible for any fines that result from the violations.

Section 3. Fines/Warnings: Fines for violations of these Rules and Regulations, other than violations for rental arrangements under Article VIII, shall be as follows:

- a. First Violation: The Notice of a violation of these Rules and Regulations will include a warning and if such violation is ongoing will prescribe a deadline by which the violation must be corrected. If such ongoing violation is not corrected by the deadline, Property Manager shall again provide Notice of such violation and it shall be considered a Second Violation.
- b. Second Violation: Upon a Second Violation of these Rules and Regulations, whether or not such violation is related to the First Violation, the Board authorizes the Property Manager to assess a fine of \$100.00, which shall be due within ten (10) days of the Notice and if not paid shall bear interest from the due date at the highest rate of interest allowed pursuant to Montana law.
- c. Subsequent Violations: Upon a Third Violation or subsequent violations of these Rules and Regulations, whether or not such violation is related to previous violations, the Board authorizes the Property Manager to assess a fine which increases by \$100.00 for each violation. That is, a third violation is \$200.00, a fourth violation is \$300.00, etc.

Each fine shall be due within ten (10) days of the Notice and if not paid shall bear interest from the due date at the highest rate of interest allowed pursuant to Montana law.

Section 4. Any warning, notice of violation, or fine may be appealed in writing to the Board of Directors within ten (10) days after the date of the warning, notice of violation, late fee or fine, and a decision of the majority vote of the Board of Directors will prevail.

Section 5. The owner of each unit shall be personally liable for all fines and the same shall be a lien against the unit and may be enforced in the same manner as assessments as set forth in Article X and the Condominium Declaration. In the event said fines are not paid within 10 days, the Association may thereafter commence an action at law, in equity, or both, against any unit owner personally obligated to pay the same for recovery of said assessment. Further, the Association may commence an action to enjoin a unit owner from continuing on with a particular activity or to force compliance with the Rules and Regulations. The Association shall be entitled to recover its reasonable attorney's fees and costs and expenses incurred in connection with such legal proceedings.

#### **ARTICLE X: FAILURE TO PAY ASSESSMENTS/ENFORCEMENT**

Section 1. The monthly assessment required to cover the cash requirements of the Association, i.e., water, sewer, trash, common area electric/gas, landscaping, snow removal, insurance, management fee, maintenance expenses, legal and accounting fees, reserve working capital, etc., shall be made due and payable on the first of each month without set off or deduction. Late charges of \$25 will be assessed against an owner if payment is not received by the 15th of each month and shall bear interest from the due date at the highest rate of interest pursuant to Montana law.

Liens will be filed upon a two-month delinquency in Association fees. Liens may also be filed earlier at the discretion of the Association. The Board of Directors may direct the Property Manager to have a lien placed against a unit for unpaid Assessments or late charges. Information on the filing and foreclosure of such liens is covered in Section 11 of the Condominium Declaration.

Section 2. The owner of each unit shall be personally liable for all assessments, whether monthly dues or special assessments, charges, costs or fees are the personal obligation of the owner and same shall be a lien against the unit. Such assessments, charges, costs or fees may be collected by any means that comports with the Condominium Declaration, including, but not limited to an action at law or in equity, or both against any unit owner personally obligated to pay the same for recovery of said assessment, or foreclosure of the Association's lien against the owner's unit.

Section 3. Any late fee or charge may be appealed in writing to the Board of Directors within ten (10) days after the date of the late fee or charge and a decision of the majority vote of the Board of Directors will prevail.

Section 3. The Board, or as delegated to its Property Manager, may suspend the voting rights of any Member (owner) or suspend the rights of any Member, his family, guests, licensees, lessees and invitees to use any recreational facilities during the period in which such Member (owner) shall be in default in the payment of any assessment levied by the Association (Article VI, Section 1 of the By-Laws). Any fine levied against a Member (owner) by Article IX of this document will be considered an Assessment and failure to pay within 10 days will result in the suspension of voting rights for any Member (owner), suspension of rights of any Member, his family, guests, licensees, lessees and invitees to use any recreational facilities during the period in which such Member (owner) shall be in default in the payment of the assessment.

This Third Amendment to and Complete Restatement of Waterside Condominium Owners Association, Inc. Rules and Regulations were approved by the Board of Directors on the \_\_\_\_\_ day of April, 2012. They are subject to amendment and to the promulgation of further Rules and Regulations. Each unit owner shall receive a copy of the Rules and Regulations by certified mail, return receipt requested.

In the event there is a discrepancy between this document and the Declaration, the Declaration shall take precedence.

**PET OWNERSHIP REGISTRATION FORM**

Unit Address:

---

---

Owner's Name:

---

REGISTRATION NOT VALID UNLESS COUNTERSIGNED BY AUTHORIZED PERSON

One pet per registration form. Please check the following where applicable:

\_\_\_\_ Dog      Color \_\_\_\_\_      Height at Shoulder \_\_\_\_\_      Breed \_\_\_\_\_

\_\_\_\_ Cat      Color \_\_\_\_\_      Height at Shoulder \_\_\_\_\_      Breed \_\_\_\_\_

\_\_\_\_ Other Description: \_\_\_\_\_

Pet's name:

---

Do you own your unit? \_\_\_\_\_ or are you a renter? \_\_\_\_\_

For Proper authorization, complete and return this form to the Property Manager.

In compliance with the Rules and Regulations for Waterside Condominium Owners Association, you are hereby given permission by the property management company and/or the Board of Directors of Waterside Owners Association to keep and maintain the pet described above.

\_\_\_\_\_  
Agent for Waterside Owners Association

Date: \_\_\_\_\_

**DECLARATION OF INTENT TO RENT UNIT**

TO: WATERSIDE CONDOMINIUM OWNERS ASSOCIATION:

PLEASE TAKE NOTICE THAT I/WE, \_\_\_\_\_,  
[please include names of all Owners]

Owner(s) of Unit No. \_\_\_\_\_ of Waterside Condominium ("Owner"), hereby declare Owner's intention to rent said Unit during calendar year \_\_\_\_\_. Owner hereby acknowledges that Owner has received a copy of the Rules and Regulations of Waterside Condominium, and further acknowledges that Owner has read and understands them and agrees to abide and be bound by said Rules and Regulations, and the penalties for violations regarding same, as they relate to the rental of units.

For purposes of providing Owner with any required notice with respect to approval or denial of any proposed rental agreement, the Association should contact Owner as follows (please choose only one option):

By telefax to \_\_\_\_\_, **or** by email to \_\_\_\_\_,  
**or** by regular mail addressed to \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Owner understands that it is Owner's responsibility to keep such contact information current. Enclosed herewith is Owner's check number \_\_\_\_\_ dated \_\_\_\_\_, in the amount of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) as the impact fee for renting Unit No. \_\_\_\_\_ during calendar year \_\_\_\_\_, which impact fee is nonrefundable.

\_\_\_\_\_  
Signature of Unit Owner

\_\_\_\_\_  
Signature of Unit Owner