

BY-LAWS
RULES AND REGULATIONS
FOR
CITATION WAY CONDOMINIUM ASSOCIATION, INC.

The following Rules and Regulations supplement those contained in the Declaration of Condominium for Citation Way, a Condominium (the "Declaration"), and they are applicable to all occupants of Units as well as to Unit Owners.

1. **Antennae.** No exterior antennae shall be permitted on the common area of the Condominium Property, provided that the Association shall have the right (but not the obligation) to install and maintain towers, antennae, digital satellite services, radio and television lines and security systems, as well as communications systems in accordance with the terms of the Declaration.

2. **Architectural Modification.** The Unit Owner shall submit a detailed construction plan (two copies) of the proposed improvements by means of the modifications, alterations and additions form to the Association. No exterior architectural modifications shall be allowed. This includes any addition, change, installation, blinds, fan, etc., on the patio. The construction plan shall include the following:

- a) Plans and Specifications of all work to be performed.
- b) Anticipated commencement date.
- c) Anticipated completion date.
- d) Anticipated delivery schedule.
- e) If necessary, engineering report confirming reviews of structural load capacity.
- f) List of all contractors, sub-contractors with supervisory personnel and contact telephone numbers.
- g) Licenses and Certificates of Insurance meeting the insurance guidelines established by the Association.
- h) Building permit application as required by local governing authorities.
- i) Application form provided by the Association.

Upon review of the information submitted to the Association's Architectural Review Committee ("Committee"), the Owners will be notified in writing within 30 working days if the request has been approved or denied. Completed flooring installation requests maybe submitted separately from other improvements and will be expedited.

3. **Association Employees.** Employees of the Association are not to be engaged by Unit Owners for personal errands which are not within the scope of the applicable employee's duties during working hours. The Board of Directors, through an employed manager or through a

management company engaged by the Association, if any, shall be solely responsible for directing and supervising the Association's employees.

4. **Boats and Commercial Vehicles.** No boats or trailers, jet-skis or commercial vehicles shall be permitted to be parked overnight or stored at the Condominium without prior written consent of the Board of Directors, provided, however, that boats and jet-skis may be picked up and transported on Condominium property while loading and unloading.

5. **Children.** Children shall be the direct responsibility of their parents or legal guardians who must supervise them while they are within the Condominium Property including but not limited to the clubhouse, pool, fitness center and tennis courts.

6. **Cleanliness.** Unit Owners or occupants shall not allow anything to be thrown, or to fall from the doors or patios, nor sweep or throw from the Condominium or Association property any dirt or other substance onto any of the balconies or elsewhere in the building or upon the common elements. This includes, but is not limited to cigarettes and cigars. Garbage cans, laundry, dry cleaning, supplies or other articles shall not be placed on the front porch or patio.

7. **Compliance by Unit Owners.** Every Unit 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 (all as amended from time to time) to the extent applicable. Failure of a Unit Owner or occupant to comply shall be grounds for legal action which may include, without limitation, an action to recover sums due for damages, an action for injunctive relief, and any combination of such actions.

8. **Destruction of Property.** Neither Unit Owners, their family, guests; invitees, nor employees shall mark, mar, damage, destroy, deface or engrave any part of the Condominium property. Unit Owners shall be financially responsible for any such damage.

9. **Door Locks.** Unit Owners must abide by right of entry into Units in emergencies. In case of any emergency originating in, or threatening, any Unit, regardless of whether the Unit Owner is present at the time of such an emergency, the Board of Directors of the Association, or any other person authorized by it, or the building manager, shall have the right to enter such Unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate. To facilitate entry in the event of any such emergency, the Unit Owner of each Unit under the control of the Association shall deposit a key to such Unit with the Association. If a key is not provided by a Unit Owner, the Association shall have the right to break the lock in the event of any such emergency.

The manager may have a master key to fit the door locks to all Units. The Owner shall be required to deposit a spare key, with the manager, to any and all unit locks. If a Unit Owner wants additional locks as additional security, said Unit Owner must first request the approval of the

Association for same. In the event the Association's approval is obtained, then the Unit Owner shall deposit with the Association a duplicate key for each such additional lock for use in emergencies.

10. **Exterior Appearance.** To maintain a uniform and pleasing appearance of the exterior of the condominium building, no awnings, canopy, screens, air conditioning unit, glass enclosures, or other projections shall be attached to, hung, displayed or placed upon porches, outside walls, doors, windows or to the patio, roof or other portions of the Building or on the Common Elements, other than items originally installed by the Developer. Nothing shall be placed, installed or stored on, nor shall any modifications of any type be made to the exterior of the building, to include patios, without the prior written approval of the Association, with the exception of one (1) patio type table and up to four (4) chairs. Barbeque grills are not allowed to be used or stored on the patios.

11. **Facilities.** The facilities of the Condominium governed by the Association are for the exclusive use of Association members and their immediate families, tenants, resident house guests and guests. All guests must be accompanied by a Unit Owner or tenant.

12. **Fines.** 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, his family, guests invitees, lessees, or employees, in an amount not to exceed that allowed by the Chapter 718, Florida Statutes as same may be amended from time to time, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, or Articles of Incorporation or By-Laws, provided the following procedures are adhered to:

a) **Notice:** The Association shall notify the Owner or occupant of the reported or alleged infraction or infractions at least fourteen (14) days in advance by regular and certified mail. Included in the notice shall be a statement of the provisions of the Declaration of Condominium, Association By-Laws or Association Rules which have been allegedly violated; a statement of the matters asserted by the Association; and a statement of the date and time and place of the next meeting at which time the Owner or occupant shall present reasons why a fine should not be imposed. The Owner or occupant may be represented by counsel, shall have the opportunity to respond, to present evidence to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association.

b) **Hearing:** The non-compliance shall be presented to a committee of other Unit Owners ("Unit Owner Committee") appointed by the Board of Directors for such purpose, after which the Unit Owner Committee shall hear reasons why a fine should not be imposed. A written decision of the Unit Owner Committee shall be submitted to the Owner or occupant by not later than fourteen (14) days after the Unit Owner Committee's meeting.

c) **Amount:** The Board of Directors may impose a fine against applicable person in such amounts as maybe permitted by the Association's By-Laws and Chapter 718, Florida Statutes, as it

may be amended from time to time.

d) Committee Approval: If the Unit Owner Committee does not agree with the fine, the fine may not be levied. The Board of Directors may, but is not obligated to, impose the fine recommended by the Committee.

e) Payment of Fines: Fines shall be paid not later than thirty (30) days after notice of the imposition thereof.

f) Application of Fines: All monies received from fines shall be allocated as directed by the Board of Directors.

g) Infractions: Each separate incident which is grounds for a fine shall be the basis of one separate fine. In the case of continuing violations, each continuation of same after a notice thereof is given shall be deemed a separate incident.

h) Non-exclusive Remedy: These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled.

13. Flammables. No flammable, combustible or explosive fluids, chemicals or other substances may be kept in any Unit or on the Common Elements. No fires, barbeque grills, hibachis, or cooking devices or other devices shall be allowed on any patio or on Common Element areas, including storage units.

14. Food and Beverages. Alcoholic beverages may not be consumed at the Pool Area except as specifically permitted by the Board of Directors. No glass containers shall be allowed in the pool area.

15. Hardship Relief. The Board of Directors shall have the power, but not the obligation, to grant relief to one or more Unit Owners under the particular circumstances involved from the provisions of specific restrictions contained in these rules and regulations upon written request there from and for good cause shown in the sole opinion of the Board.

16. Hurricane Preparation. Each Unit Owner who plans to be absent from his Unit during the hurricane season must prepare his Unit prior to departure by:

a) Removing all items from their patio and front door area.

b) Designating a responsible firm or individual to care for his Unit during his absence in the event that the Unit should suffer hurricane damage. Each Unit Owner shall furnish the manager with the name of such firm or individual.

Unit Owners shall not install hurricane or storm shutters without the prior approval of the

Association and/or the Committee. Hurricane or storm shutters shall only be closed during a hurricane or tropical storm watch or warning and must be removed within forty-eight (48) hours after such watch or warning has been lifted. The Board of Directors shall have the right to adopt additional rules and regulations regarding hurricane shutters, including but not limited to, rules and regulations regarding design, color, location and use thereof. The installation, replacement and maintenance of such hurricane shutters in accordance with this paragraph shall not be deemed to be a material alteration of the Common Elements.

17. **Clubhouse and Fitness Attire.** No persons wearing bathing suits shall be allowed in the clubhouse, sales office or fitness center area. All persons must wear shirts and shoes in the office and clubhouse and proper exercise attire in the fitness center area. No wet persons shall be allowed in the clubhouse area except restrooms accessed through the doors from the pool. No pets shall be allowed in the Clubhouse, Fitness Center, Office, or pool area.

18. **Noise.**

a) No Unit Owner shall make disturbing noises in the Building or allow sounds to emanate from his Unit, or permit his family, servants, employees, agents, visitors or licensees to do so. In particular, no Unit Owner shall play (or permit to be played in his Unit or on the Common Elements appurtenant to it) any musical instrument, phonograph, television, radio or the like in a way that unreasonable disturbs or annoys other Unit Owners or occupants. All other unnecessary noises such as playing of pianos and other musical instruments, and slamming doors between the hours of 10:30 p.m. and 8:00 a.m. should be avoided. No playing, bike riding, or ball playing is allowed within the breezeways.

b) No radio or television installation or other electric equipment shall be permitted in any Unit if it interferes with the television or radio reception of another Unit.

c) Carpentry, carpet-laying, picture hanging, or any trade (or do-it-yourself work) involving hammer work, etc. must be done between the hours of 8:00 a.m. and 6:00 p.m. on Monday through Friday, and Saturday between 10:00 am and 5:00 pm ONLY. On Sunday work must be done between 12:00 noon and 5:00 pm ONLY.

19. **Nuisance.** A Unit Owner shall not permit anything to be done or kept in his Unit which will increase the insurance rates on his Unit, the Common Elements, or any portion of the Condominium or obstruct or interfere with the rights of other Unit Owners or the Association. A Unit Owner shall not commit or permit any nuisance, immoral or illegal act in his Unit or the Common Elements.

20. **Obstructions.** The entrance ways, sidewalks, parking spots and similar portions of the Common Elements must be kept open and shall not be obstructed, littered, defaced or misused in any manner and shall be used only for ingress and egress to and from the Condominium Property. No carts, bicycles, carriages, chairs, tables, potted plants or other objects shall be stored in these areas.

21. **Odors.** No noxious or unusual odors shall be generated in such quantities that they permeate to other Units and become annoyances or become obnoxious to another Unit Owner. Normal cooking odors, normally and reasonably generated, shall not be deemed violations of this regulation.

22. **Pets.** Pets, birds and fish shall neither be kept nor maintained in or about the Condominium Property except in accordance with the provisions of the Declaration and the following:

(a) Unit Owners may only maintain one (1) domestic dog, and two (2) domestic cats in a Condominium Unit, provided said pets are not kept, bred, or maintained for any commercial purpose and do not become a nuisance or annoyance to neighbors and are first registered with the Association. Notwithstanding the foregoing, no Unit Owner may keep in or on the Condominium Property (to include Units) any dangerous breed dogs, including but not limited to pit bulls, rottweillers, chows, etc. Unit Owners must pick up all solid wastes of their pets and dispose of such waste appropriately. All pets, including cats, must be carried or kept on a leash no more than six (6) feet in length at all times when outside the Unit. No other pets shall be permitted in a Unit with the exception of fish or caged household type bird(s), provided they do not become a nuisance or annoyance to neighbors. As of the date of adoption of this amendment, a Unit Owner may not maintain a pet in his Unit in excess of twenty-five (25) pounds at maturity, and all pets must be registered with the Association. Unit Owners must produce a certificate from a licensed veterinarian certifying the pet's weight at maturity upon registration with the Association. Notwithstanding the foregoing, any pet(s) exceeding twenty-five (25) pounds which is properly registered with the Association and is maintained by any Unit Owners prior to the date of adoption of this amendment, shall be grandfathered and may continue to be maintained by such Unit Owner provided such pets do not create a nuisance or violate any of the other provisions governing the behavior of pets set forth in this Section or any rules or regulations adopted by the Board of Directors from time to time. Upon the death or removal from the Unit of any grandfathered pet(s), such pet(s) may not be replaced with any pets exceeding the maximum weight limit specified above or with any pets which would exceed the pet limit for a unit. Notwithstanding anything in this Declaration to the contrary, under no circumstances shall tenants be permitted to maintain any dogs within Units. However, any tenants maintaining properly registered dog(s) prior to the date of adoption of this amendment, shall be permitted to continue to maintain such dog(s) until the end of the current term of their lease, provided such dog(s) do not create a nuisance or violate any of the other provisions governing the behavior of pets set forth in this Section or any rules and regulations adopted by the Board of Directors from time to time. Pets may not be kept in the Common Elements or in a Limited Common Element, nor be walked through or kept in the lobby, or other public areas of the Condominium. No pets shall be allowed at any time in any lakes, parks unless otherwise designated, pool or pool areas. No reptiles or wildlife shall be kept in or on the Condominium Property (including Units). Without limiting the generality of Section 18 hereof, violation of the provisions of this subsection shall entitle the Association to all of its rights and remedies, including but not limited to, the right to fine Unit Owners (as provided in these rules and

regulations or the Declaration) and/or to require, through order of the Board, any pet to be permanently removed from the Condominium Property.

(b) No dog or cat shall be permitted outside of its Owner's Unit unless attended by an adult and on a leash not more than six (6) feet long.

(c) No domestic bird of a variety which will omit sounds that can be heard in contiguous units may be kept by a Unit Owner in a Unit. No birds or fish may be kept on a unit balcony at any time.

(d) Unit Owners must immediately collect and clean-up any feces from pets upon the Condominium Property.

(e) Violation of provisions of this paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners (as may be provided in these rules and regulations or the Declaration) and/or to require any pet to be permanently removed from the Condominium Property.

(f) The Unit Owner shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal in the Condominium. If a dog or any other animal becomes a nuisance and/or is obnoxious to other Unit Owners by barking or otherwise, the Unit Owner thereof must cause the problem to be corrected; or, if it is not corrected, the Unit Owner, upon written notice by the Association, will be required to remove the animal.

23. **Plumbing.** All plumbing and plumbing fixtures shall not be used for any purposes other than those for which they are constructed. No sweepings, rubbish, rags or other foreign substances shall be thrown into them. The cost of any damage resulting from misuse shall be borne by the Unit Owner causing the damage. Cooking grease and oils may not be disposed of in the sink drain, garbage disposal or commode. Separate container must be used for disposal of such materials.

24. **Responsibility for Deliveries.** Unit Owners shall be liable for all damages to the building caused by receiving deliveries, or moving or removing furniture or other articles to or from the building. The Association shall have the right to charge any Unit Owner, prior to any interior construction to a Unit, or any delivery or removal of furnishings or bulk trash to or from that Owner's Unit, a refundable deposit, in the amount to be determined by the Board in its sole and absolute discretion, which deposit shall be held, and which may be used, by the Association for any damage caused to the Common Elements of the Condominium or for payment or reimbursement of any bulk trash hauling or other associated expense. The Association shall refund the deposit within ten (10) days after the completion of construction of the interior of the Unit or after delivery or removal of any furnishings and/or bulk trash.

25. **Roof.** Unit Owners, their families, and guests are not permitted on the roof for any

purpose.

26. **Rules and Regulations Enforcement.** These Rules and Regulations will be enforced as follows:

a) Violations should be reported to the manager of the Association, in writing, and not to the Board of Directors or to officers of the Association.

b) Violations will be called to the attention of the violating Unit Owner by the manager. The manager will also notify the appropriate committee of the Board of Directors.

c) Disagreements concerning violations will be presented to, and be judged by, the Board of Directors, which will take appropriate action.

d) Unit Owners are responsible for compliance by their family members, guests, invitees, employees and lessees with these rules and regulations.

27. **Signs.** No signs, advertisements, notices or lettering/numbering may be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Common Elements or Common Areas, or any part of a Unit, to the property or right of way to the property, so as to be visible outside the Unit or the property. 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 4 ½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, regardless of any declaration rules or requirements dealing with flags or decorations.

28. **Solicitation.** There shall be no solicitation by any person anywhere in the building for any cause, charity, or any purpose whatever, unless specifically authorized by the Board of Directors.

29. **Storage.** Each Unit Owner's personal property must be stored within the Unit and not on the limited common elements or common elements without prior written approval of the Board of Directors.

30. **Telephones.** All residents must advise the Association and manager of their telephone number.

31. **Trash.** All trash, garbage and refuse from the Units shall be deposited with care in garbage dumpsters intended for that purpose. Garbage and other refuse shall be placed in sealed garbage bags and placed, by hand, in designated trash dumpsters. Bulk trash is not allowed to be dumped at the dumpster. Owner is responsible for removing their bulk trash from the property. Violators will be fined pursuant to the Association's Declaration and these Rules and Regulations. No garbage, garbage containers or garbage bags may be kept outside of the Unit either on porches,

patios or other limited Common Element Areas.

32. **Use and Occupancy.** All Units shall be used for residential purposes. In no event shall occupancy (except for temporary occupancy by visiting guests) exceed two (2) persons for each bedroom contained in the Unit including convertible portions of any Units. The term "temporary occupancy" as used herein shall mean occupancy of the Unit not to exceed thirty (30) consecutive days.

Under no circumstances may more than one (1) family reside in a Unit at one time. "Families" or words of similar import used herein shall mean a group of natural persons living together as a single housekeeping unit.

33. **Window and Door Coverings.**

a) Curtains, drapes and other window or door coverings (including their linings) which face on exterior windows or glass doors of Units shall be white or off-white or natural wood (brown) in color unless otherwise specifically approved by the Board of Directors.

b) No aluminum foil may be placed in any window or glass door of a Unit, and no reflective surface or tint may be placed on any glass in a Unit except a substance previously approved by the Board of Directors for energy conservation purposes. No bed sheets or blankets or similar items may be laced or displayed in windows.

34. **Wires, etc.** No wiring may be installed or placed on the exterior on any Unit and no roof may be penetrated for any purpose. The exterior of a Unit may not be penetrated for any purpose.

35. **Weight Limitations.** No Unit Owner shall cause to be placed any weight on any portion of his Unit which shall interfere with the structural integrity of the building.

36. **Whirlpools, Pools, Saunas and Jacuzzis.** No Unit Owner shall install whirlpools, pools, saunas or Jacuzzis in his Unit or any other Limited Common Element.

37. **Parking and Vehicle Restrictions.**

a) No vehicle belonging to a homeowner, lessee, or to a member of the family or guest, tenant or employee of a homeowner or lessee shall be parked in such a manner as to impede or prevent the ingress and egress of other vehicles. Homeowners, lessees, family members and guests shall obey the parking regulations posted in the parking areas and on the streets, and any other traffic regulations promulgated in the future for the safety, comfort and convenience of the homeowners.

b) All residents must register their vehicles with the Association and display an Association issued parking decal on the lower left side of the rear windshield. Any resident

owning more vehicles than assigned parking spots will receive a specific color decal allowing the additional vehicle to park in a guest only when their assigned spots are already in use.

- c) The NO PARKING areas are as follows: All sidewalks, curbs around islands, entrances and streets. These areas must be kept open and shall not be obstructed in any manner.
- d) No Owner or guest may park in a parking space that has been assigned to another Unit Owner.
- e) The Association may grant special permission for parking in non-assigned parking spaces.
- f) Do not park in areas marked "Tow Away Zone" and/or "No Parking".
- g) Do not park on the grass, streets, sidewalks, curbs around islands, sewer drain aprons, common areas, any area not striped and marked for parking, dumpster pads, or in any manner that will obstruct traffic. Double-parking of vehicles is not allowed.
- h) All guest vehicles shall be parked within the painted lines in the guest parking areas.
- i) Motorcycles must provide reinforcement materials under the kickstand to avoid making holes in the pavement.
- j) No loud or modified muffler vehicles shall be allowed.
- k) Bicycles, mopeds, tricycles, and scooters (motorized or not) shall not be parked or stored in the front or sides of buildings, on the front porch, or balcony.
- l) Vehicle washing is permitted only in designated areas.
- m) No vehicle shall be allowed to drip oil or other hydrocarbons onto the driveway or parking areas. Owners will be responsible for any and all costs associated with the repair of their assigned parking spot due to owner damage.
- n) No skateboards, motorized vehicles or bicycles shall be allowed on any walking path, sidewalk, and pool area or on the tennis courts.
- o) Any automobile parked in the same guest spot for more than one (1) week will be considered abandoned and will be towed at the owner's expense.
- p) No motor vehicle that cannot operate on its own power, or any part thereof, shall remain within the Citation Way Condominium for more than twenty-four (24) hours. No repair of

vehicles shall be made within Citation Way Condominium, except for emergency repairs.

q) Any motor vehicle parked within Citation Way Condominium must bear an up-to-date license plate.

r) No vehicles bearing a "for sale" sign shall be parked within Citation Way Condominium.

s) No PODS or similar containers shall be stored within Citation Way Condominium without the prior written approval of the Association, which may be granted or withheld at the sole discretion of the Board of Directors.

t) No commercial vehicles, recreational vehicles, campers, motor homes, mopeds, motorized bicycles, boats, jet skis, boat trailers, house trailers, or trailers of every other description may be parked or stored within Citation Way Condominium. This prohibition of parking shall not apply to the temporary parking of commercial vehicles, such as for pick up, delivery or other temporary commercial services.

- u) The term "Commercial Vehicle" is defined as follows:
- 1) Vehicles with numbering, lettering or advertising; or
 - 2) Vehicles registered as commercial vehicles; or
 - 3) Vehicles with extensions, ladders or attachments intended for commercial use; or
 - 4) Other vehicles classified by Governmental Agencies as commercial, excluding State or County passenger vehicles approved by the Board of Directors from time to time.

The term "Commercial Vehicle" shall not include:

- 1) Pick-up Trucks, Vans, Broncos, Blazers, Explorers or similar type vehicles used on a daily basis for customary, personal/family purposes; or
- 2) Law enforcement vehicles.

v) Vehicles that are prohibited, improperly parked, improperly maintained or have an expired tag, or otherwise are in violation of the Association's rules and regulations shall be towed at the direction of the Association with all costs charged to the owner.

- 1) Reason vehicles will be towed at the owner's expense:
 - i. An owner has the right to have an unauthorized vehicle towed from their assigned parking spaces
 - ii. Parking on the curbs, grass, easements, sidewalks, no parking areas, right of ways, or in front of fire hydrants and emergency hook-ups
 - iii. Commercial vehicles parked overnight

- iv. Trailers or PODS on property without written permission from the Board
- v. Vehicle registration expired (not a current date on your tag)
- vi. Parked in a guest spot with the color decal that designates your vehicle to an assigned parking spot

38. Miscellaneous.

- a) No garage sales or yard sales shall be allowed.
- b) Hose bib keys will be available to Unit Owners and tenants upon request only and must be returned on the same day.
- c) Bulk disposal items (furniture, appliances etc.) must be taken off property at the sole expense of the unit owner or tenant.
- d) No storage of any type shall be permitted in attic spaces.
- e) Any Unit Owner who is renting the Unit shall provide in the Unit lease that Lessee is bound by all Rules and Regulations contained herein.
- f) Any Unit Owner who is renting shall provide in the lease that Lessee must carry general liability insurance coverage in excess of \$100,000.00, and must also carry contents coverage (renter's insurance) and provide proof of such insurance to the Unit Owner and the Association.

39. Resale or Re-Leasing Units.

- a) No signage for sale by owner or a realtor will be permitted in or on a Unit, or on Limited Common Elements or Common Areas, or in the right-of-way adjacent to the Condominium Property or Common Areas.
- b) Owner must register the Unit for sale or lease with the Association which will maintain a list of all Units for sale or lease within the Condominium and the name of the contact person.
- c) No access to the Condominium Property will be given to potential buyers or tenants by the management or Board of Directors.
- d) Potential buyers or tenants must be escorted personally by Owner, tenant leasing or their agents when showing the Unit or Common Areas.

40. Association Approval of Lease and Tenants.

- a) The Association must approve all applications and leases.

b) For all leases, the Owner of the Unit to be leased must provide an application form, approved by the Association, with an agreement from the potential tenant granting permission of the Association to check the potential tenant's criminal record. The potential tenant(s) shall also provide to the Association a non-refundable application review fee of \$100.00 per occupant over the age of 18 unless married.

c) The Association shall have thirty (30) days to run a criminal records check and credit check and issue approval of the lessee. The Association shall comply with all applicable Fair Housing laws and doctrines and approval of any lessee shall not be unreasonably withheld.

d) A Unit Owner shall be prohibited from leasing his Unit for more than two (2) separate terms within one (1) year period with a minimum term of six (6) months.

41. Pool

a) Use of the pool is for the enjoyment of the unit owners of Citation Way Condominium.

b) Pool is open daily from 6:00 a.m. to 9:30 p.m.

c) All guests must be accompanied by an authorized resident of a unit. If the resident is out of town, only a registered guest that is residing in the unit during that period may use the pool. The registered guest is not allowed to bring any guests.

d) Owners who are renting their units give up the right to use the pool facilities during rental periods.

e) No equipment, including towels, chairs, umbrellas, tables, pads etc. can be removed from the pool deck.

f) Smoking is restricted to the designated smoking area.

g) For the quiet enjoyment of Citation Way unit owners, the playing of music is prohibited. Only personal electronic devices with headphones may be used.

h) As a courtesy to Citation Way unit owners for quiet enjoyment of the pool, cell phone ring tones should be lowered.

i) No animals are allowed in the pool area.

j) The pool area is reserved for persons sixteen (16) years of age or older unless accompanied by an adult and they must be supervised by the adult for the extent of time they are using the pool area.

k) Persons using the pool do so at their own risk. No lifeguard or other safety personnel are employed by the Association.

l) All non-toilet trained persons must wear waterproof or commercial protective swimming garments in the pool.

m) The changing of diapers in or around the pool deck is prohibited. Diapers must be changed in the rest room and soiled diapers must be properly disposed of in the refuse container.

n) To safeguard the pool system, tanning lotions, oils, creams, bobby pins, hairpins and similar objects should be removed before entering the pool.

o) Pool stairs are to be kept clear at all times. There must be a clear path to enter and exit the pool at all times.

p) To avoid accidents, reduce noise, and to comply with insurance requirements, diving into the pool, games involving running, jumping, or other boisterous activity are prohibited.

q) No motorized, battery operated or propelling-type toys are permitted in the pool area. Excessive noise, yelling, fighting, and other disturbances will not be tolerated.

r) Nude or topless swimming or sunbathing is not allowed on Citation Way property.

s) Loitering is not permitted.

t) Glass objects and alcohol are not permitted in the pool or at the pool area.

42. BBQ Grill

a) Only residents 18 years of age and older are allowed to use the BBQ.

b) All residents and guests using the BBQ must cover and clean the grill after each use.

c) Flammable items are not to be kept close to the BBQ.

d) Anyone not obeying the rules will be subject to the enforcement provisions identified in the governing documents.

e) Alcohol is prohibited in the BBQ area.

f) People under the influence of alcohol or drugs may not use the BBQ and the police will be notified accordingly.

- g) Glass objects are prohibited at all times.
- h) All persons use the BBQ grill at their own risk.
- i) Owners and management will not assume any risk or liability.
- j) The only area barbequing is permissible is in the designated barbeque area at the pool.

43. Gym

- a) Gym hours are 6:00 a.m. -9:30 p.m.
- b) Proper work out attire is required at all times. Sandals are prohibited.
- c) Glass objects are prohibited in the gym.
- d) Towels are required by all guest and residents when using the equipment.
- e) Anyone not obeying the rules will be subject to the enforcement provisions identified in the governing documents.
- f) All persons using the gym are at their own risk.
- g) Owners and management will not assume any risk or liability.
- h) No loitering
- i) No persons under the age of 16 permitted to use the gym without being accompanied by an Adult

44. Tennis Courts

- a) No eating or glass containers on court.
- b) Tennis courts may be used by residents and their guests only.
- c) Proper tennis shoes and attire must be worn.
- d) Playing time limited to 1 hour when others are waiting.
- e) No bicycles, skateboards, rollerblades or skates are allowed on the tennis courts.

- f) Courts are to be used for playing tennis ONLY.
- g) All persons using the tennis courts are at their own risk.
- h) Owners and management will not assume any risk or liability.

45. Motor Vehicles

- a) Only registered motor vehicles may be driven on the property.
- b) All vehicles must be driven by licensed drivers.
- c) Vehicles with expired license plate tags may be towed.



I hereby certify this document to be a true, correct and complete copy of the record filed in my office. Dated this 5 day of October, 2007
By Eva Archer
Deputy Clerk