



Lake Tarpon Sail & Tennis Club III

SALE AND RENTAL INSTRUCTIONS

To: Unit Owners and Realtors

We welcome your Real Estate Transactions under the following guidelines:

- 1) No 'For Sale' or 'For Rent' signs or other displays or advertising shall be posted on any part of the Common Elements, Limited Common Elements, or Condo Units.
- 2) Anyone wishing to purchase or rent any unit must first complete and submit an Application to the management company **AT LEAST 15 DAYS PRIOR** to desired closing or occupancy. The following information is needed to complete a transaction:
 - a) Fully Completed Application
 - b) Check for \$150 payable to the Association
 - c) Copy of Driver's Licenses
 - d) Copy of the Purchase or Lease AgreementAll information is to be mailed together to the management company. **Incomplete information will delay the process.**
- 3) Condominium documents including current Rules & Regulations must be supplied to a buyer from the current unit owner. If needed, a full set may be purchased from the management company for \$50.
- 4) Current unit owner must supply a buyer or renter with a pool key, clubhouse key, storage room key, and post box keys. Replacement pool key may be purchased for \$50 and clubhouse key for \$50. Contact a locksmith for replacement postal box keys.
- 5) **Rental Policy:** Owners must own their unit for 2 years before leasing. Minimum lease allowed is 4 months and a maximum of 3 leases are allowed in any 12 month period.
- 6) **Pet Policy:** Common domestic pets are allowed. **Maximum of 1 dog or 2 cats weighing less than 20 pounds is allowed.**
- 7) Unit Owners are responsible for all actions of their tenants and guests. All Tenants must read and agree to abide by all Association Rules & Regulations and other condominium documents.
- 8) **Upon move in buyer or renter need to meet with Barry Case (Unit 312 or 727-234-5692) to acquire the appropriate parking sticker and parking rules.**

The above information is summary in nature. For more details, please refer to the Condominium Documents.

If you should have any questions regarding a sale or rental, please contact:

Ameri-Tech Community Management
24701 US Highway 19 N Suite 102.
Clearwater, FL 33763
(727) 726-8000

Lake Tarpon Sail & Tennis Club III Condominium Association, Inc.



APPROVAL REQUEST FOR OWNERSHIP TRANSFER OR RENTAL

SPECIAL NOTE: This request for approval of ownership transfer or rental must be in the possession of the Board of Directors at least fifteen (15) days *prior* to closing/lease date. A copy of the sales or lease agreement and fee must accompany this request.

Unit # _____ Purchase _____ or Lease _____ Current Owner: _____

Date of Closing / Occupancy: _____ Lease Length: _____ (# of months)

Title Company: _____ Phone: _____ EMAIL: _____

Real Estate Agent: _____ Phone: _____ Cell: _____

Purchaser(s) / Tenant(s) represent that the following information is true and correct and hereby consents to the association's inquiry and investigation concerning this or any other information provided or deemed necessary for approval of this request. Applicant agrees that a background check may be obtained and any other verification of information regarding this application. Any material misstatements as to the lessees' or buyers' statements contained herein, may be grounds for denial.

1) LIST ALL OCCUPANTS

A) Name: _____ Phone: _____

Date of Birth: _____ Email: _____

B) Name: _____ Phone: _____

Date of Birth: _____ Email: _____

C) Name: _____

Date of Birth: _____ Email: _____

D) Name: _____

Date of Birth: _____ Email: _____

2) LIST PETS (Max of 1 Dog allowed, 20 Pound Maximum)

A) Dog: _____ or Cat: _____ Other: _____ Weight: _____ Breed: _____

Color: _____ Rabies Tag #: _____

B) Cat: _____ Other: _____ Weight: _____ Breed: _____

3) LIST ALL AUTOMOBILES:

Make/Model/Year: _____ Color: _____ Tag #: _____

Make/Model/Year: _____ Color: _____ Tag #: _____

4) CRIMINAL HISTORY: Has any applicant ever been convicted of a crime or considered a sexual offender by any

legal authority: No____ Yes____ If yes, Charges, When, Where:_____

5) RESIDENCE HISTORY

A) Present Address:_____ Owned or Rented:_____

City:_____ State:_____ Zip_____ Dates of Residency_____

Landlord or Mortgage Co:_____ Phone:_____

B) Previous Address:_____ Owned or Rented_____

City:_____ State:_____ Zip_____ Dates of Residency_____

Landlord or Mortgage Co:_____ Phone:_____

6) MAILING ADDRESS AFTER CLOSING (Buyers only): _____

Alternate Phone:_____

Unit to be used as: Permanent Residence____ Seasonal Residence____ Rental Unit:_____

7) EMPLOYMENT & CHARACTER REFERENCES

A) Employed by or Retired from:_____

Address:_____

Phone:_____ Years employed____ Occupation/Position:_____

B) Spouse Employed by or Retired from:_____

Address:_____

Phone:_____ Years employed____ Occupation/Position:_____

C) Personal Reference:_____ Phone:_____

Personal Reference:_____ Phone:_____

8) EMERGENCY CONTACT INFORMATION (list persons to contact in case of a medical or building emergency)

A) Name:_____ Phone(s):_____

Address:_____

B) Name:_____ Phone(s):_____

Address:_____

9) PHONE AND EMAIL CONSENT

If you would not like to have your phone number and email included in the resident directory, please indicate so in the space provided. This will remain in effect until such time as revoked by you in writing.

___ No, I do not want my phone number or email published in the resident directory.

Purchaser(s) / Tenant(s) states that a copy of the Condominium Documents, including Declaration of Condominium Association Articles of Incorporation, By-Laws, and Rules and Regulations have been received, read, and understood. Purchaser(s) / Tenant(s) hereby agree to abide by all of the conditions and terms therein and all rules and regulations officially enacted hereafter by the Association.

Approval of this request is subject to all financial obligations to the Association, including but not limited to, maintenance fees, late charges, special assessments, legal fees, and application fees having been paid in full at or prior to closing. The Board of Directors has up to fifteen (15) days to approve or deny this application.

NO OCCUPANCY SHALL OCCUR PRIOR TO BOARD APPROVAL

Purchaser / Tenant Signature _____
Date

Purchaser / Tenant Signature _____
Date

- _____ ENCLOSE A FEE OF **\$150** PAYABLE TO:
LAKE TARPON SAIL & TENNIS CLUB III CONDO. ASSOC. INC.
- _____ ENCLOSE A COPY OF THE SALE OR LEASE CONTRACT
- _____ ENCLOSE A COPY OF ALL DRIVER'S LICENSES

MAIL ALL ABOVE REQUESTED INFORMATION TOGETHER TO:

Ameri-Tech Community Management

**24701 US Highway 19 N Suite 102. Clearwater, FL 33763
(727) 726-8000**

-----Management Use-----

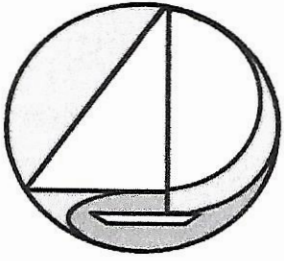
Date Rc'd: _____ Fee Rec'd.: \$ _____ Check #: _____ Copy of Contract Rc'd.: _____

To Board on: _____

-----Association Use-----

Date To Board: _____ Notes: _____

Board Signature: _____ Approve: _____ Deny: _____ Date: _____



Lake Tarpon Sail & Tennis

Club III

Rules & Regulations

February 2022

All of the following Rules and Regulations are subject to fines! The Owners are responsible for the actions of their children, family, hired workmen, guests, and tenants.

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Lake Tarpon Sail & Tennis Club III

RULES AND REGULATIONS

February 2022

The following Rules, Sections I through XXVI were approved by the Board of Directors of Lake Tarpon Sail and Tennis Club III Condominium Association, Inc. These Rules take precedence over all Rules issued and published prior to this date; however, these Rules do not supersede the Declaration of Condominium or the Articles of Incorporation or the By-Laws of the Association.

I. GENERAL

1. Unit owners must familiarize themselves with the following Rules and the Condominium documents. It is the responsibility of each owner to inform tenants and guests of all Rules and make the Rules available to them and ensure their compliance.
2. Revision of Rules will be made if and when these current Rules become obsolete, inequitable or fail to cover existing situations. At all times, the Board of Directors is committed to establishing Rules and Regulations that reflect the wishes of the majority of the owners.
3. The Board of Directors is responsible for the enforcement of all Rules and Regulations. No action on complaints against any fellow owner, tenant or guest will be taken by the Board of Directors unless TWO COMPLAINTS, PLACED IN WRITING, SIGNED AND DELIVERED TO THE BOARD OF DIRECTORS OR MANAGEMENT.

II. RULES ENFORCEMENT

1. The Board of Directors asks for full cooperation in the observance of Rules intended to make Lake Tarpon Sail and Tennis Club III a pleasant, safe and secure place to live. No regimentation is intended, but the Board has legal responsibility to administer the affairs of the Association and the Condominium Property for the benefit of the majority of the unit owners.
2. Observance of these Rules by owners, tenants, their families, guests and the employees of owners is the responsibility of the owner. Violations will be called to the attention of the unit owner and person(s) involved in the violation if other than the owner. Disagreement concerning violations will be presented to and judged by the Board of Directors for action. A majority vote of the Board shall be final. Should the conduct be decreed in violation of the provisions of the Declaration of Condominium, the Articles of Incorporation of the Lake Tarpon Sail and Tennis Club III, Condominium Association, Inc., its By-Laws or these rules, then the Board of Directors or management shall notify the individual owner in writing that the conduct is in violation of the aforesaid. If the conduct deemed to be in violation does not cease and desist upon notification, then the Board of Directors or management shall have the right to enforce the provisions by pursuing any and all legal remedies available to it, including but not limited to seeking an injunction from a court of competent jurisdiction or enforcement of a fine in accordance with Article XXIV herein. All attorneys' fees, filing fees and other expenses incident to the enforcement of these Rules in the institution of a legal proceeding shall be paid by the owner of the Condominium unit deemed to have violated these Rules. The acceptance by the purchaser from an individual Condominium unit seller of the warranty deed conveying the title shall be considered to be notice of the enforcement provisions of the Rules.

III. USE RESTRICTIONS

1. UNIT MUST BE OWNED FOR TWO (2) YEARS BEFORE LEASING.

2. Each Condominium unit is to be used only for residential purposes as permitted by the zoning regulations of the City of Tarpon Springs. Businesses are not permitted to be operated out of any unit. Unit is to be occupied as a single family dwelling by the owner or owners thereof and their immediate family. For this purpose, "immediate family" is construed to mean the parents, grandparents, brothers, sisters, children and grandchildren of the owner or owners. The owners or the tenant may have house guests while the owner or tenant is in residence. Occupancy by any person or persons while the owner or tenant is absent, is permitted only if the Board of Directors is notified twenty-four (24) hours before occupancy. If that occupancy is for a period longer than four weeks, the occupant must file an application for approval of residency with the Board (Section IV below). SUBLEASING OR SUBLETTING OF ANY UNIT IS PROHIBITED.

3. When an Owner leases his unit, the tenant shall be bound by the terms and conditions of the Declaration of Condominium, its exhibits and these Rules and Regulations. All leases shall include within the lease appropriate language binding the tenant and the tenant's guests to an obligation to adhere to the Declaration of Condominium, its exhibits and the Rules and Regulations. Further, the owner shall give to the Association's Board of Directors or management the right to terminate any lease whereby the tenant fails and refuses to abide by Club III Declaration of Condominium, its exhibits and the Rules and Regulations.

IV. SALES AND RENTAL OF UNITS

1. Any owner who wishes to sell or lease his unit must file an application in advance for approval of the buyer or tenant with the Board of Directors or its agent. Application forms may be obtained from the Board of Directors or management. A screening, which includes a background check of buyer or tenant, will be performed with a charge for this service not to exceed the current rate up to the amount allowed by Florida statutes. Under no circumstances may units be leased for periods of less than four (4) consecutive months. The application for approval will be acted upon by the Board of Directors in a reasonable time frame. Refer to Section III of these Rules and Regulations and Article XI of the Declaration of Condominium for additional sales and leasing information.

V. CHILDREN

1. Reasonable supervision by the parent or guardian of children shall be adhered to at all times. Children shall be required to abide by and adhere to these Rules and Regulations, the Declaration of Condominium and its exhibits. For children's safety sake and the comfort of other residents, children must not play in hallways, elevators, parking areas or driveways. Bicycles, roller blades, skates, skateboards and scooters are prohibited for children in common areas for safety reasons.

VI. PETS

THE HOUSING OF PETS IS SUBJECT TO PRIOR APPROVAL BY THE MAJORITY OF THE BOARD OF DIRECTORS and such approval may be revoked if the pet becomes a nuisance or the pet owner does not follow Rules regarding pets as listed below.

1. No pets other than common domestic animals shall be allowed. No dogs weighing over twenty (20) pounds, at maturity, shall be kept. Board may ask for a report from a veterinarian to verify

- weight. Only one (1) dog or (2) cats per condominium unit will be permitted. .
2. Guests staying more than one (1) week shall not have dogs weighing over twenty (20) pounds.
 3. Anyone walking a dog is responsible for the immediate removal, in a sanitary manner, of all deposits left by the pet. Allow enough time, when walking your dog, so your pet does not relieve itself in hallways or on buildings.
 4. Pets must
 - a.) be kept on a leash and under proper control at all times when they are outside the unit. There is to be no playing with pets in hallways or elevators and no grooming shall be permitted in the common areas. No food or water dishes are allowed outside the unit.
 - b.) not be left in the unit unattended for any period of time if it creates a nuisance to neighbors.
 - c.) not be permitted in the pool area of the Condominium Property.
 - d.) the dog walk area is in the lot across from the boats. The dog walk area does not include courtyard or manicured areas.
 - e.) service dogs must be registered with the Board of Directors with proper documentation.

VII. PARKING

It is the intention of the Board to enforce the parking Rules to assist all unit owners with fair and easy building access. Persons who violate these Rules will be issued a parking warning and repeat offenders may be towed at the owner's expense after a 24 hour towing notice is given

1. The speed limit on the property is 10 miles per hour for vehicle and pedestrian safety.
2. All vehicles, including cars, vans, trucks, motorcycles, boats and boat trailers, that are owned by residents and parked on the Condominium property must be registered with the Association, and have a current registration sticker attached. Vehicles not properly registered with the appropriate state agency will be towed at owner's expense after notification by an official letter (only possible if the owner is identified). Vehicles not owned by residents may not be parked on the property, except for those visiting residents.

A. PARKING PERMITS

Three colors of parking permits will be issued. Parking stickers shall be applied with the sticker adhesive to the exterior of the rear window.

1. NO MORE THAN TWO PARKING SPACES ARE ALLOWED PER UNIT.
2. GREEN stickers will be issued for motorized vehicles to be parked in carports only. Temporary parking in front of the building is allowed for loading and unloading for a maximum of 30 minutes.
3. RED stickers will be issued for motor vehicles of residents who do not have a carport. These vehicles should use Red Tag Only parking areas.
4. One BLUE parking sticker will be issued for a second vehicle owned by a unit resident. These vehicles should park in spaces marked for Blue Tag or Resident/Visitor
5. BLUE stickers are required for resident's bicycle, motorcycle and boat trailer.

B. YEAR ROUND PARKING RESTRICTIONS

1. Visitors must park in the areas designated for Visitor parking. No parking on streets. Visitors' vehicles must be moved from a single parking spot within 3 days.
2. All vehicles must park with the front end facing in to accommodate reading the license plate and sticker.
3. No vehicle may park over a line and block two spaces. Notices will be given and repeat offenders will be towed. All vehicles must park in actual parking spaces and should not extend past white lines. Motorcycles should park in motorcycle-designated areas for extended periods.
4. The owner or operator of any vehicle that drips oil, creates a nuisance, is a safety hazard, or is not moved for a period of seven days will receive a notice to remove such vehicle. If the vehicle is not removed within five days of notice or the situation is not corrected, then the Board or management shall have the right to remove the vehicle at the owner's expense.
5. All Commercial vehicles, heavy-duty trucks and vehicles with work equipment attached must park overnight in the lower lot opposite the boats, with Board approval.
6. Temporary commercial parking in front of the buildings is allowed for the purpose of loading and unloading. Short term servicing of a unit is allowed only between the hours of 8:00 AM and 6:00 PM as long as they do not block the roadway or park on the landscaped areas. It is the owner's responsibility to notify workers of the Rules.
7. There will be no long term parking of RV's. Short term parking for loading and unloading is permitted with prior Board approval.

C. PARKING PROHIBITIONS

1. Parking is prohibited:
 - a. In front of main entrances resulting in blocked ease of access.
 - b. In front of dumpster resulting in obstruction of waste removal
 - c. On grassy areas to avoid damage to landscaping and /or sprinkler system
 - d. In any carport you do not own unless permission is given by the owner.
 - e. in designated boat parking area without majority of board approval.
2. Miscellaneous Prohibitions:
 - a. Excessive noise from prolonged running of engines, or disturbances due to the operation of any vehicle
 - b. Repairs, maintenance and washing of vehicles (except "bucket washing")
 - c. Cars with cloth car covers must be parked in a lower lot opposite boat parking or carport

D. CARPORTS

1. Only the owner of a unit in LTST Club III may own a carport. Owners may sell an individual carport to another owner, but must notify the Board. No Unit may own more than two carports. A carport may be "temporarily transferred to another owner" (leased), but when a unit is sold, that leased carport must revert to the owner and be sold with the unit.
2. Only motorized vehicles may be parked in carports and are subject to the Parking Rules for Club III. Carports are not storage areas.
3. No boat, trailer or recreational vehicle may be parked under carports.

E. BOAT PARKING

1. Boats and trailers may not be parked on the property without prior registration with the Association and have a current State registration sticker, and display a blue permit sticker on

trailer tongue. All boats must be on a trailer and be parked in the area designated for boats. Tongue wheel must not rest directly on the blacktop.

2. Boat spaces may be used for boat and trailer parking only. The maximum length of the trailer must be no more than 29 feet from the tongue to the end of the trailer. The boat space is not a storage area.
3. There may be a waiting list for boat spaces so please notify the Board if space is unused.
4. Only unit owners are assigned boat parking. No boats without assigned parking can be parked in Club III lot.
5. Any watercraft not used within a calendar year must be removed.

F. BICYCLES

1. All bicycles must be registered and kept in the bike rack, owner's storage area or in the unit. Unregistered bicycles and those not belonging to an owner will be removed. The bike rack is not secure. Park at your own risk.
2. Any visitor with a bicycle must lock and park it in the visitor parking area.
3. No bicycle can be dropped on the lawn, chained to a railing or left in the main entrance area.

VIII. TRESPASSING/LOITERING/SOLICITATIONS

1. There shall be no trespassing, loitering, soliciting or door-to-door canvassing by any persons anywhere in Lake Tarpon Sail & Tennis Club III for any cause, charity or purpose whatever, except as authorized by the Board of Directors.

IX. NOISE AND NUISANCES

1. No nuisances shall be allowed upon the Condominium Property, nor may any use or practice exist that is the source of annoyance to residents before 8 AM and after 10 PM. or which interferes with the peaceful possession and enjoyment of their property by the residents.
2. To avoid creating a nuisance within the Condominium, stereos, musical instruments, radios and television sets should be played or turned down to moderate volume. The giving of lessons on musical instruments and vocal training are prohibited. All unnecessary noise should be avoided.
3. NO SMOKING IN HALLWAYS AND ENTRANCES.

X. DUMPSTER AREAS AND CHUTES

Refuse chutes may be used between 8:00 a.m. and 10:00 p.m. All refuse and waste shall be securely tied in plastic bags before placing in the chute. All boxes, containers and other trash that will not fit down the chute must be broken up and placed in the dumpsters to avoid clogging the chute.

1. No items are to be left outside the dumpster as they will not be picked up. Large household furniture and appliances must be disposed of elsewhere.
2. Parking in front of the dumpster is prohibited.
3. Owners are responsible to see that contractors remove all materials from the premises. The unit owner will be charged for debris removal if left in the common area and for cleaning of

floors or grounds if the contractor fails to do so.

XI. ELEVATORS

1. Elevators may not be used by anyone wearing a dripping wet bathing suit, or by anyone not wearing some type of shoes. Elevators should be used only for the purpose they are intended. No playing or joy-riding will be permitted. Do NOT prop open or hold open elevator doors as a safety device will shut it down.
2. In the event of power or mechanical failure, the elevator may stop between floors. If this should happen, press the HELP button and you will be connected to an operator for assistance. If there is no response, press the alarm button or call 911 from a cellular phone if available. Help will be forthcoming. Do not use the emergency stop or alarm buttons except in emergencies.

XII. AED DEVICE (Automatic External Defibrillator)

1. In the event of an emergency, dial 911 first.
2. The brand we have is Phillips HeartStart OnSite.
3. One box is located in each building on the Second Floor with a sign in the hallway to designate the location.
4. Boxes are for medical use only and should not be abused.

XIII. DESTRUCTION OF PROPERTY

1. The marking, marring, damaging or destroying of any part of the buildings and all recreational facilities within Lake Tarpon Sail & Tennis Club III will not be tolerated. The cost of any repairs will be assessed against the owner and tenant responsible. Owners and tenants are responsible for the actions of their guests.

XIV. UNIT OWNER RESPONSIBILITIES

1. No structural changes shall be made within any unit which will have any effect on an adjoining unit. It is required that if any such changes are contemplated that the unit owner discusses the same with the Board of Directors or management before commencing any work.
2. If an owner changes or otherwise alters locks on any door, the Board of Directors or management must be informed and furnished with a key to the lock in order for the Condominium Association to cope with emergencies affecting the owner's unit during his absence. If the owner does not comply, in case of emergency, the Board of Directors or management has the right to authorize entrance to the owner's unit by any means at the cost of the owner as permitted by state statutes.
3. All unit floors, with the exception of kitchen, closets, bathrooms, and entrance shall be carpeted wall to wall unless specifications for other flooring are provided to the Board of Directors or management that documents a 70% noise reduction (installation of sufficient noise barriers) to avoid transmission of noise to other units. Not applicable to first floor units.
4. Owner is responsible for pest control in the unit.
5. No combustible items may be stored in units for fire safety.
6. Owners must ensure that their air conditioning systems, hot water heaters, dryer vents and

sanitary drains (see section XVI) are regularly maintained and kept in good working order.

Owners are responsible for regular maintenance of these items pursuant of section 7.2 of the Declaration of Condominium. Failure to perform the necessary preventative or regular maintenance on these items that result in damage to the Common Elements shall be deemed negligence on behalf of the unit owner, and the Association shall seek reimbursement from the unit owner of the costs to repair the Common Elements.

XV. REPAIRS

1. Any repair, maintenance, replacement, painting or alteration of any Condominium property which affects the exterior appearance of the Condominium Building or might affect the design, safety or function of the Condominium properties is restricted by the Declaration of Condominium. Alterations must first receive approval from the Board of Directors or its agent. Please refer to Article VII of the Declaration of Condominium.
2. WHEN USING AN AC CONTRACTOR, NOTIFY MANAGEMENT REPRESENTATIVE.
3. A tarp must be placed on any hallway when work is in progress in a unit and materials are placed on the walkway.
4. Unit owners are responsible to repair or replace all portions of the unit from the paint into the interior of the unit.

XVI. SANITARY DRAINS

1. The sanitary drains require special care at all times; therefore no grease, paper towels, facial tissues, sanitary napkins, wipes or other materials that are hard to dissolve should be deposited in toilets or sinks. Any stoppage caused by such deposits shall be the responsibility of the unit owner.
2. Garbage disposals must be used in accordance with the manufacturer guidelines. Grease, oil, bones, coffee grounds, vegetable peelings, rice, pasta, hair, and stringy vegetables are a few of the items that should not be put down the kitchen drain/disposal. If improper material from a unit causes a line blockage, the unit owner could be financially responsible for plumbing costs and damages to other units and common elements.
3. Unit owners are encouraged to use an enzyme pipe maintenance product monthly in the kitchen and other drains to help prevent costly line backups.

XVII. UNIT EXTERIOR APPEARANCE & MAINTENANCE

1. Changes to the exterior appearance of units including unit entrances and walkways, are prohibited. The exteriors of the buildings are painted by the Association on a regular basis.
 - a. Front doors must all be the same style and color. Paint will be provided upon request.
 - b. Screen doors on unit front doors must be white in color.
 - c. All solarium doors must have neutral-colored vertical blinds or drapes installed on the outermost glass doors. Kitchen and bedroom window coverings must be neutral colored. Sun control film, if applied, must be colorless, nothing mirrored or reflective. The use of newspapers, aluminum foil, wrapping papers or other materials is prohibited.
 - d. Common areas may not have personal items to obstruct walkways other than floor mats

- in doorways. Rugs or mats must be maintained by the resident in a sanitary manner.
- e. No laundry, bathing apparel, articles of clothing, rugs, cleaning materials or similar materials shall be placed anywhere outside the unit or on balcony railings. No clothes lines may be installed or used, or clothes hung up if they are visible from the exterior of the unit.
 - f. Items visible from outside the unit should be tasteful. Seasonal decorations in moderation are permitted. For Sale signs are not permitted. The Board Reserves the right to require an owner to remove any items visible from the outside of the unit in its sole discretion.
 - g. All glass and screens on windows and doors must be kept clean and repaired as needed.
2. Outdoor cooking is permitted only in designated areas such as the Clubhouse picnic area where outdoor facilities for cooking are found. No storage of outdoor cooking equipment is allowed outside the unit.

XVIII. STORAGE AREA

1. One storage bin has been provided in Building A area for each of the 96 condominium units as part of Common Elements. All appropriate items must be kept inside the storage bin and items are placed there at owner's risk. Locks are not provided. The pool key is used to enter the storage area. Please be sure to lock after use and lights are off.
2. In regard to insurance and City Fire Codes, the following rules must be complied with:
 - a. No volatile liquids such as paint thinners, oil based paints, lacquers, gasoline, benzene, or alcohol may be placed in any storage area.
 - b. Empty cartons and combustible materials may not be placed in storage area, under stairways or in the staircase towers or electric meter rooms.

XIX. SECURING UNIT AND INSPECTION

1. If your unit will be left vacant, used only in the winter, or if you leave on a vacation, the following precautions are to be followed:
 - a. All units should have an internal water shut off valve, which should be used when the unit is unoccupied. Added protection is to open a faucet to drain. Shut off valves should be tested and replaced as needed to ensure total water shut off.
 - b. Washing Machines must be unplugged from the electrical outlet or breaker turned off.
 - c. Hot water heaters should be turned off at the breaker and checked annually for any signs of deterioration and leakage. Replacement should be done by a registered plumber.
 - d. Unit should be inspected by a friend, relative, or professional on a frequent basis to check for water leaks, drain backups, mold growth, and overall condition. The Board Directors or management should be notified as to who is inspecting the unit.
 - e. The A/C thermostat should be left at 80 degrees in summer to avoid mold growth
 - f. Car should be parked in the carport or in the rear lot across from boats.
2. Any damages that may occur to your unit, common elements, or other units as a result of unit vacancy, unchecked or improperly maintained unit elements, lack of precautionary actions, or failure to timely notify the Association of needed repairs shall be considered unit Owner negligence and all repairs and resultant damage shall be the financial responsibility of the unit owner as explained in Section 7.2 of the Declaration of Condominium.

XX. LAWNS AND GROUNDS

1. The landscaper is to maintain the manicured areas and grounds.
2. Use of landscaped areas for sports activities, picnicking, parking, etc is not permitted.
3. As equal owners, it is in our best interest to maintain our investment. Please help by picking up litter.

XXI. DRESS CODE

1. Footwear must be worn on all public areas except at the pool.
2. Shirts and cover ups must be worn at all times, except in the pool area.

XXII. BULLETIN BOARDS AND NOTICES

1. The bulletin board is primarily for the purpose of providing information to unit owners on matters concerning the affairs of the Association. Residents may post notices, provided they are dated and removed within thirty (30) days and approved by the Board of Directors.
2. Our quickest mode of distributing information is by email so please be sure the Association and its agent have your email address.
3. To be sure of receiving timely mailings, owners must personally notify Management of their current mailing address.

XXIII. SWIMMING POOL AND DECK AREA

OWNERS, GUESTS, AND TENANTS WHO USE THE POOL ARE DOING SO AT THEIR OWN RISK. THERE WILL BE NO LIFEGUARDS ON DUTY. THE ASSOCIATION, ITS OFFICERS AND DIRECTORS WILL ASSUME NO LIABILITY FOR INJURY OR DEATH. PLEASE ABIDE BY POSTED RULES.

1. Pool hours are 8:00 a.m. until Sunset (when lamp post lights come on) Monday through Saturday and 9:00 a.m. until Sunset on Sunday. Use of the pool is restricted to unit owners, tenants and their guests.
2. No glass or pottery containers are allowed in the pool area. A Life-saving float hangs from the fence to be used for emergencies. Appropriate swimwear must be worn in the pool. For sanitary reasons, children that are not toilet-trained must use swim diapers in the pool area.
3. No one with any condition that would result in a violation of any local or State health code may enter the pool at any time.
4. For safety, children under 13 years of age must be supervised by a responsible adult when they are in the pool area.
5. Pool users shall not indulge in games or music resulting in loud noises or those that infringe on the rights of others. Running on the deck and diving are prohibited. Pool floats will be allowed provided they do not interfere with others using the pool.
6. No food of any kind may be consumed in the pool or within the wet deck area (the four foot (4') area around the outside of the pool water perimeter) according to the FL Building Code section 454. Please be sure to clean up debris including cigarette butts from the area when leaving. Trash cans are provided for debris. Be considerate of others when smoking cigarettes or cigars in the pool area.
7. For everyone's safety, only unbreakable containers may be brought into the pool area.
NO GLASS OR POTTERY IN POOL AREA.
8. "All pools with a slope transition shall maintain safety line anchors and safety lines in place at all times. A safety line may be temporarily removed from the pool for patrons to swim laps only when there is a safety attendant or lifeguard present, and it must be reinstalled to its proper location upon completion of the exercise." According to FL Administrative Code 64E9.
Do not stand, sit, or play on the rope.
9. All users are required to cooperate in returning chairs to their proper place, closing umbrellas after use and removing debris from the pool area. No chairs, lounges, tables or pool equipment may be removed from the pool area.
- 10 Items left in the pool will be collected & placed in the heater area then donated after one week

11. Any member of the Board of Directors is authorized to eject any person from the pool or deck area for objectionable behavior or improper dress or for the violation of any of these rules.

12. Pool maintenance must be performed by an authorized pool technician.

XIV. LEVYING A FINE

1. Section 718.303 (3) Florida Statutes, currently states, in part, that the Association may levy reasonable fines for the failure of the owner of the unit or its occupant, licensee, or invitee to comply with any provision of the Declaration, the Association by-laws, or reasonable Rules of the Association. A fine may be levied by the Board on the basis of each day of a continuing violation, with a single notice and opportunity for hearing before a committee. The fine may not exceed \$100 per violation, or \$1,000 in the aggregate.

2. The Fine Review Committee shall consist of at least three Club III Residents not on The Board of Directors nor in the household of a Board member.

3. FINE PROCEDURE

A fine may be levied as a result of a breach of the Declaration of Condominium, its exhibits or any Rule and Regulation put in place by the Board of Directors.

Step 1: the owner/tenant gets a letter from the Board or its agent identifying infraction.

Step 2: the owner/tenant gets a letter with notice of a levied fine if infraction continues.

Step 3: Fine can be paid OR
the owner/tenant will be afforded the opportunity to contest the fine at a Fine Review Committee hearing.

Step 4: Fine payable within five (5) days after notice to the violator of approved fine.

Step 5: Failure to pay a fine within 90 days will result in loss of Common Element and voting privileges.

4. APPEAL PROCEDURE

A. Notice of an Infraction

The party receiving the fine (against whom the fine is sought to be levied) shall be afforded an opportunity for a hearing before the Fine Review Committee after reasonable notice of not less than fourteen (14) or more than thirty (30) days. The (and said) notice shall include:

a) A statement of the date, time and place of hearing.

b) A statement identifying the provisions of the governing documents which have allegedly been violated.

c) A short and plain statement of the violations asserted by the Association.

B. Defense of Fined Party

The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and 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 Committee.

C. Fine Review Committee Decision

At such hearing and after a consideration of the facts and evidence, the Fine Review Committee shall vote and determine by a majority of its members at a quorum then present stating the violation and the fine to be assessed.

D. Levied Fine

If a fine is left in place by the Committee, said fine shall be assessed against the unit Owner and shall be immediately due and payable within 5 days of notice of approved fine.

XV. MAINTENANCE FEES

1. Maintenance fees shall be due the first of each month and shall be payable and received by the Association no later than the tenth (10th) day of each month. In the event the maintenance fee is not received by the tenth (10th) day of the month then there shall be an automatic late payment charge of \$25.00. Failure to remedy the late maintenance fees and the late payment charges will result in the initiation of the collection process.
2. The collection process begins with notice letters, but will within 90 days (and more than \$1000) be passed to an attorney for collections, which will progress through liens and foreclosure. Once the collection process has been initiated with the attorney, the unit owner shall then be obligated to pay the maintenance fees, such late charges and interest together with any costs, expenses or attorneys' fees involved and a satisfaction of payment shall not be considered to have been made until all such costs, charges, and fees have been paid in full. Monies collected in fines will be used for building maintenance
3. Owner voting rights can be suspended. Owner/tenant can be banned from using Common Areas. This must be done at a notified Board meeting, with a fourteen (14) day notice to owner.

XXVI. RECORDS REQUEST POLICY

The following shall be the standing policy of Lake Tarpon Sail and Tennis Club III Condominium Association, Inc. in relation to a request from an owner to review the records of the Association, as allowed by section 718.111 (12) Florida Statutes:

1. Requests to inspect the records of the Association may be made by an owner or their agent, as identified in writing by the owner. Requests shall be limited to two (2) requests per owner, per month.
2. All requests to inspect the records shall be made in writing, in hard copy, and sent to the Association's property manager, via regular mail. No faxed, emailed, electronic, or otherwise submitted requests shall be accepted.
3. At the time a request is received by the property manager, it shall be date stamped and that date shall be deemed the date the documents were received.
4. Upon receipt of the request, an authorized representative of the Association will contact the owner, in writing, to schedule an appointment to review the records or make alternate arrangements for procurement of the requested records. If an appointment is not scheduled within five (5) business days of receipt of the confirmation letter from the property manager, the request shall be deemed to be waived.
5. Should the owner require copies of the records, they shall be made at a cost of \$0.25 per page. Owners may also use their own portable device to make copies of the records at no charge.

LAKE TARPON SAIL & TENNIS ASSOCIATION COMMON ELEMENTS RULES AND REGULATIONS

Approved June 14, 2018

I. GENERAL

In addition to these published Rules and Regulations, all residents must assume responsibility, read and obey all posted notices on bulletin boards, notices posted elsewhere on the premises as well as information contained within the Common Elements Association documents.

- A. Unit Owners should familiarize themselves with the following Rules and the Condominium Documents. It is the responsibility of each Unit Owner, Property Manager or Real Estate Agent to inform guests and Lessees of all Rules and make the Rules available to them.
- B. Revision of rules will be made if and when these current rules become obsolete, inequitable or fail to cover existing situations. Suggestions for such changes should be submitted in writing to the Board of Directors. At all times the Board of Directors is eager to reflect the wishes of the majority of the Unit Owners.
- C. The Board of Directors/Management Company is responsible for the enforcement of all Rules and Regulations, however, any Unit Owners may, as a “good neighbor gesture”, politely call attention to rule infractions, either to the person violating the rule or in writing to the Board of Directors.

II RULES ENFORCEMENT

- A. The Board of Directors asks for full cooperation in the observance of these Rules developed to make Lake Tarpon Sail and Tennis Club Condominium Complex a pleasant place to live. No regimentation is intended, but the Board of Directors has the legal responsibility to administer the affairs of the corporation and the property for the benefit of the majority of the Unit Owners.
- B. Observance of these Rules and Regulations by Unit Owners, Lessees, their families, guests and the employees of the Unit Owner is the responsibility of the Unit Owner. Violations will be called to the attention of the violating party and the Unit Owner. Disagreements concerning violations will be presented to and judged by the Board of Directors for action. Should the conduct be decreed in violation of the provisions of the Declaration of Condominium or the Articles of Incorporation of the Lake Tarpon Sail and Tennis Club Common Elements Association, a nonprofit Florida Corporation, or the By-Laws of said Association, then the Board of Directors will notify the individual condominium Owners that the conduct is in violation of the Condominium Documents described above

and/or the summary of Rules. If the conduct deemed to be in violation does not cease and desist upon notification by the Board of Directors, then the Board of Directors shall have the right to enforce the provisions in a court of competent jurisdiction. **The acceptance by a purchaser from an individual condominium seller of the warranty deed conveying the title shall be considered to be notice of the enforcement provision of the Rules.**

III. USE OF THE FACILITIES

Use of these facilities and other amenities are only available to those Unit Owners in good standing. Lessees will be denied use of the facilities if the Unit Owner is not in good standing.

There are no provisions for public parking at the Commodore Clubhouse. Arrangements must be made within your own Club or at times a courtesy request may be made of Clubs I and II prior to the event for use of their parking areas. Guests visiting you are your guests, not the guests of the other Associations.

COMMODORE CLUBHOUSE

Hours of use are from 8:00 AM until 11:00 PM

1. The Clubhouse will be locked at all times and the doors may be unlocked with a key that is furnished to all Unit Owners. The Unit Owner may transfer the key to the Lessee.
2. No one under the age of 18 is permitted in the Clubhouse without adult supervision.
3. When the Clubhouse is reserved, the pool room, the exercise room and the second floor are not available for use.
4. Dress code for the Clubhouse shall be footwear and full body cover. No wet or dry bathing suits are allowed -except for the use of the restrooms from the pool.
5. No smoking is allowed within the Clubhouse.
6. The Clubhouse may be used for the following events and by the following people:
 - a. Association Meetings
 - b. Common Elements events
 - c. Individual Club events
 - d. Unit Owners may use the Clubhouse any time it has not been reserved. Unit Owners leasing their Unit relinquish to the Lessee, for the term of the lease, all privileges he or she would normally exercise with respect to the use of the Clubhouse or the amenities.
 - e. The Unit Owner or Lessee must be in residence to have guests use the Clubhouse. The Unit Owner or Lessee's guests are described as those persons who are visiting the Unit Owner or the Lessee and staying in the Unit. (Not friends, co-workers).

- f. Reservation of the Clubhouse facilities for events is limited to Unit Owner or Lessee and their immediate family (grandparents, parents, In-Laws, brothers and sisters, children, and grandchildren) and houseguests staying in your unit when you are present.
 - g. An adult must supervise children in attendance at all times.
 - h. Reservation of the Clubhouse includes the center two rooms and the second floor. It does NOT grant you use of the Pool Room, the Exercise Room, the Tennis Court, the Swimming Pool, the Deck or the Dock.
7. No Furniture or equipment may be removed from the Clubhouse without prior approval from the Board of Directors.
8. Pets are not allowed inside the Clubhouse except Service dogs that must be on a leash.
9. The Clubhouse cannot be used for single family functions on these days: New Year's Eve, New Year's Day, President's Day, Easter, Mother's Day, Memorial Day Weekend, Father's Day, Labor Day Weekend, Thanksgiving Day, Christmas Eve, Christmas Day or any other day designated by the Board of Directors.

USE OF SECOND FLOOR

1. The fire escape stairway is NOT to be used as an exit or entrance, and it is only to be used in an emergency.
2. The "NO SMOKING" rule must be observed.
3. Tables and chairs must be stacked in an orderly fashion and the room must be straightened and cleaned up with trash removed when function is over.

MEETINGS IN CLUBHOUSE

1. Meetings being held in the Clubhouse by Common Elements or Club Presidents must be reserved in advance with the Board Appointed Representative. **These meetings take precedence over outside reserved events.**
2. All meetings are limited to conducting Club or Common Elements business.
3. Groups holding meetings must clean up the premises when the meeting is concluded. Garbage should be taken to outside dumpster.

PRIVATE EVENTS

Must end by 11:00 PM unless extension is approved.

1. Private Events may be held in the Clubhouse subject to the following rules:
 - a. The Clubhouse may be used for private events sponsored by residents for their immediate family (as listed in Commodore Clubhouse Section #5 "f") or for house guests, but the Unit Owner or Lessee sponsoring the event MUST be in attendance

at all times. The Clubhouse may not be used for groups outside the Association. It is also the resident's responsibility to inform and enforce the Rules and Regulations with the guests.

- b. The resident sponsoring an event must obtain approval from the Board of Directors or the Board Appointed Representative. A Reservation Agreement then must be completed and signed after Rules and Regulations are explained and a \$100 deposit check from a Resident Owner or Lessee made out to LTST is received. Keys will be loaned the day before the event and must be returned the day following the event when the inspection of the premises is held. If keys are not received by this time, future use of the Clubhouse will be denied.
 - c. The Tuesday evening and Wednesday afternoon Bridge Groups will be allowed to continue weekly programs as long as at least one Association member is present at each event. A \$100 reservation deposit must be kept on deposit to be used for cleaning and repairs as needed. The Board Appointed Representative should be notified for the calendar when events are cancelled or end for the season.
 - d. The resident sponsoring an event assumes FULL responsibility for any loss or damage to Association property and for the cost of cleaning the premises after the event. A deposit of \$100 will be assessed prior to the event payable to LTST Common Elements. The sponsoring party will clean the premises by noon of the following day. The deposit of \$100 will be returned in full or in part after an inspection the following day. The amount withheld will depend on the cost of additional cleaning and /or repairs. If the cost of cleaning and/or repairs exceeds the \$100 deposit, the sponsor is responsible for the entire amount.
 - e. When the event is concluded, tables are to be cleaned and put away, trash is to be picked up and taken to the dumpster, furniture is to be returned to original position. Close and lock the sliding doors, turn off all lights and appliances and lock all doors when leaving.
2. The maximum number of guests is 60 guests. There is very little parking in the Clubhouse area. Do not assume you can use Club I and Club II parking (see Use of Facilities section- second paragraph).
 3. Prior approval must be obtained from the Common Elements Association Board of Directors for functions to exceed the closing time.
 4. No illegal activities are permitted.
 5. The Board of Directors may deny the use of the Clubhouse for any cause.

OFFICIAL BULLETIN BOARD

The Common Elements is required by the State of Florida to have an official MESSAGE CENTER. It is located at the front entrance lobby and should be used for all Association Notices. Please observe and adhere to posted notices.

POOL ROOM

Hours of use are 8:00 AM until 11:00 PM

1. Use of the pool table is restricted to residents and guests of residents.
2. NO food or drink is permitted.
3. Children under 18 years of age may use this equipment if supervised by an adult who will assume full responsibility for their actions.
4. Play is limited to 1 hour if other people are waiting to use the pool table.
5. Users are requested to clean the surface of the table and cover it when they are the last ones to use the table. Please return all equipment to its proper storage place.
6. Please remember to turn off the lights when you are leaving the room.

EXERCISE ROOM

1. Use of the exercise room is restricted to residents and their guests.
2. An adult must supervise children under 16 years of age using the exercise room.
3. Please report to the President of Common Elements any machines that are not functioning correctly for repairs to be made.
4. Exercise or other equipment must not be removed from the Clubhouse.

KITCHEN

1. The kitchen is kept locked at all times.
2. The stove is for warming and re-heating only. NO cooking is permitted.
3. Anyone reserving the kitchen should provide their own garbage bags, dish soap and paper towels for the group.
4. When an event is finished, the kitchen must be cleaned, your supplies removed from the refrigerator, and garbage taken to the outside dumpster to the right of the building and a bag replaced in trash can. The light should be turned out and door locked as you leave.
5. Please report any appliances that are not in working order to the Board Appointed Representative.

RESTROOMS

1. Please help keep the restrooms clean.
2. Paper towels, facial tissues and other materials that are not water soluble must NOT be deposited in toilets or other drains.
3. Please turn lights out after event.

DECK AREA

Hours of use are 8:00 AM until 11:00 PM

1. The deck area is for the use by residents and their guests only.
2. This is the only picnic area within the Common Elements grounds of Lake Tarpon Sail and Tennis Club Condominium Complex. Reservations are not required and none will be honored except for any function scheduled that is open to all residents. Other use is on a first come- first serve basis.
3. Persons using the deck area and equipment are responsible for completely cleaning the area immediately after use. Cleaning ashes from the grill may be done by noon the following day. All trash should be taken to the dumpster.
4. Prior approval must be obtained from the Common Elements Association Board of Directors for functions to exceed the closing time.
5. No docking of boats or other type of watercraft is allowed at the deck area.

TENNIS COURTS

Hours for use are 8:00 AM until 9:00 PM

1. Use of the tennis courts is restricted to residents and their guests.
2. Persons using the tennis courts are required to wear tennis shoes and are encouraged to wear proper tennis attire. No swimming/bathing suits are permitted on the tennis courts.
3. Play is limited to 1 hour if other people are waiting for the courts.
4. Children under 18 years of age may be permitted to play tennis on the courts when supervised by a responsible adult.
5. Lights must be turned off when courts are not in use. The last person using the courts is responsible for turning off the lights and closing the gates.
6. Please remove all ball containers and trash when you are finished playing.
7. No pets, No bicycles, No scooters, No skateboards, and No roller skates are permitted on the tennis courts.

DOCK RULES

1. All boat owners/Lessees using the dock and pier are liable for any damage to the dock or pier caused by them, their respective boats, their guests or their workmen.
2. The Dock Master, Board of Directors, and the Association assume NO responsibility for damage to boats docked at Lake Tarpon Sail and Tennis Condominium Complex. All boats must adequately be secured using mooring lines of at least 3/8" braided nylon or Dacron. (Polypropylene will not be allowed!)
3. During emergencies (i.e.: hurricane or windstorm) the Dock Master is given authority to make such use of the slips as may be necessary to minimize damage to the boats

and docks.

4. Dock area must be kept free from litter, gas and oil cans.
5. No cleats, nails or other fittings are to be placed on or around the docks without the express approval of the Dock Master.
6. Oil or fuel leaks must be stopped promptly.
7. No cooking equipment of any kind shall be used in the dock area.
8. Children under 18 years of age must be under the supervision of an adult while on the docks or boat.
9. Pets must be on a leash or carried while on dock area.

BOAT RAMP

1. **The Board of Directors and the Dock Master assume NO responsibility involving the use of the boat ramp or dock area.** Launching of boats is limited to Unit Owners only. For others to use the boat ramp, the Unit Owner must be present.

RULES FOR RENTAL SLIPS

1. Rental of Lake Tarpon Sail and Tennis Club Condominium Complex slip space is limited to Unit Owners only on an availability basis upon application to the Dock Master. Boat slip rental is on a lease basis and once a lease had been approved it shall continue in effect until lessee relinquishes the dock space or otherwise forfeits the lease. Leases are not transferable and Lessee may not sublet a slip. Proof of boat registration in the Unit Owner's name must be provided to the Dock Master prior to granting a slip assignment.
2. Leases are subject to the following conditions:
 - a. Payment of dock rental fees on a yearly basis and payable in advance of January 1 for that year. No part of the fee shall be refundable.
 - b. Applicants must accept any assigned slip, provided it is adequate for the size boat, or forfeit the position and go to the bottom of the list. Anyone refusing a second time will be eliminated from the waiting list for a period of at least 6 months.
3. The Board of Directors will determine fees as necessary to maintain dock facilities. Fees will be reviewed and revised as necessary by the Board of Directors at the start of each calendar year.
4. A slip space lease shall be terminated when a lessee is no longer a Unit Owner at Lake Tarpon Sail and Tennis Club.
5. The Dock Master must be informed when a lessee's slip space will be left vacant for more than one month. The Dock Master will reassign any slip space left vacant for 1 year by lessee. With permission of the Dock Master, any slip space to be left vacant for more than 3 months may be temporarily reassigned until the slip lessee returns.

The slip lessee's space must be made available prior to or immediately upon lessee's return.

6. No non-unit owner (renter) shall be considered for a boat slip lease. However, at the discretion of the Dock Master, a non-unit owner (renter) may be assigned a temporary slip space when available. Any rental fees collected by the Association for temporary slip rental shall become the property of the Association even though the regular lessee is paying the normal assessment for the dock slip.
7. There shall be no pro-rating of rental fee charged regardless of the day of the calendar month. The fee shall be for the entire month as assigned.

LAWNS AND GROUNDS

1. Use of landscaped and grass areas for sports events, picnicking, sunbathing, etc. is NOT permitted. Please make sure that children are aware that these areas are not a playground. Also, please note that pesticides are used throughout the year to treat the landscaped areas and lawns.
2. No firearms or explosive devices are allowed.
3. Animals must be on a leash. Cleaning up after your animal is required.
4. Washing and repairing vehicles is not permitted.

ROADWAYS

1. All posted speed limits must be obeyed.
2. Parking on roadways is not permitted.
3. No types of skateboards, bicycles, roller or inline skates are allowed on the roadways or elsewhere on the Common Elements Association grounds.

Please remember that roadways are not playgrounds for children's activities.