

CITYSIDE CONDOMINIUM ASSOCIATION INC.
RULES AND REGULATIONS
GENERAL RULES

(All capitalized terms used but not otherwise defined herein shall have the meaning described thereto in the Declaration of Condominium for CitySide, a Condominium Association)

These Rules and Regulations hereinafter enumerated as to the Condo Property, the Buildings, the Common Elements, the Units and the condominium in general shall apply to and be binding upon all Owners except as otherwise expressly provided herein. The Owners shall at all times obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, tenants, servants, licensees " and employees for whom they are responsible and over whom they exercise control and supervision. Each owner shall be jointly and severally liable to the Association with its tenants, guests, families invitees, servants, licensees and employees for any violation hereof by and/or any damage or injury caused by such Owner's tenants, guests, families, invitees, servants, licensees and/or employees. Violation of these Rules and Regulations, subject the violator to any and all remedies available to the Association and other Owners pursuant to the terms of the Declaration, the Articles of Incorporation and the Bylaws. Violations may be remedied by the Association by injunction or other legal means, and the Association shall be entitled to recover any and all court costs incurred, together with reasonable attorneys' fees against any person violating the Rules and Regulations, or the Declaration and any of the Exhibitions attached thereto. Any waivers, consents or approvals given under these Rules and Regulations by the Board of Directors shall be revocable at any time and shall not be considered as a waiver, consent or approval of identical or similar situations unless notified in writing by the Board of Directors.

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

1. Exterior Appearance

- a. To maintain harmony of exterior appearance no one shall make any changes to, place anything upon, affix anything to or exhibit anything from any part of any Unit or the Condominium property visible from the exterior of any Building or from Common Elements; without the prior written consent of the Board of Directors. All curtains, shades, drapes and blinds shall be white or off-white in color or in line with material that will not interfere with the aesthetics of the community. Window screens must be properly placed and in good condition.
- b. Lawns; shrubbery or other exterior plantings shall not be altered moved or added to without written permission of the Association.
- c. Laundry, bathing apparel, beach and porch accessories (such as chairs and tables) shall not be maintained outside of units or on Common Elements and such apparel and accessories shall not be exposed to view. The foregoing shall not prevent, however, placing and using patio-type furniture, planters and other items in such areas if same are normally and customarily used for a residential porch or lanai area. In the event of any doubt or dispute as to whether a particular item is permitted hereunder; the decision of the Board of Directors shall be final.

2. Use of Units. Limited Common Elements and Common Elements

- a. All Common Elements will be used for their designated purposes only, and nothing belonging to Unit Owners, their families, guests, staff, invitees, licensees or tenants shall be kept therein or thereon without the approval of the Board, and such areas shall at all times be kept free of obstruction. Unit Owners shall be financially responsible to the Association for damage to the Common Elements caused by themselves, their families, guests, staff, invitees, licensees and tenants.
- b. Common Elements access control: Fingerprint of owners and approved tenants is required to access Common Elements such as but not limited to North Clubhouse, pool, and fitness center. The security system allows access only to individuals whose fingerprint is stored in the system's database. As of

March 2010, there are four security entry points: one terminal at each of the side gates to the pool area, one terminal at the front gate to the pool area, and one terminal at the door of the building housing The Association Management Office and the gym/locker room area. The gate leading to the pool itself will still require a key for entry. The same key is also required to enter the restrooms located in the locker rooms, from the pool side entrance.

Unit owners must record their fingerprint in the management office, which will be stored as an algorithm for security purposes, into a database. Each resident of the household, age 18 and older (13 and older with signed waiver), that has been approved by The Association must come in person to record their fingerprint as well.

Tenants have 1) applied with and been approved by The Association and 2) have provided a current lease to The Association, you will be allowed access to common building/areas ONLY if the owner of your residence is current in the payment of quarterly maintenance fees. You may email The Association at pm@citysideonline.com to check the current status of the owner's maintenance fee account.

Guests must be accompanied by their host at all times while at the pool and the gym/locker room. Therefore, a guest's fingerprint cannot be added to the database no matter how long they are visiting. Only approved residents may be added to the database.

Residents age 16-18 may use the gym without the supervision of an adult only if a waiver has been signed by the minor's legal parent/guardian. Once this waiver has been signed, then the minor's fingerprint can be added to the database. Residents under the age of 16 must be accompanied by an adult at all times to enter the building housing the gym.

Residents age 13-16 may have access to the pool without the supervision of an adult only if a waiver has been signed by the minor's legal parent/guardian. Once this waiver has been signed then the minor's fingerprint can be added to the database for entry to the pool area only.

All residents under the age of 13 will not be allowed access to the pool or gym/locker room area with their fingerprint and must be accompanied by an adult to enter either area.

- c. Nothing shall be done or kept in any Unit, Limited Common Elements or in the Common Elements, which will increase the rate of insurance on any building or contents thereof, without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit, Limited Common Elements or in the Common Elements which will result in the cancellation of insurance on any building, or contents thereof, or which would be in violation of any law or building code.

3. Pets and Animals

- a. Commonly accepted household pets such as dogs and domesticated cats may be kept in reasonable numbers and no more than three per household as determined by the Board of Directors in their sole discretion and no more than 50 pounds each
- b. Obnoxious or aggressive animals such as but not limited to pit bulls, fowl or reptiles or any animal known to be aggressive shall not be kept or permitted to be kept in any Unit. The determination of what is or what may be an obnoxious animal, fowl or reptile shall be determined by the Board of Directors, in their sole discretion.
- c. All animals shall be contained in the Owner's Unit and shall not be permitted to roam free, or to otherwise disturb the peace of other Unit Owners. All pets must be either on 10 foot leashes or in containers while outside of the Owners Unit. No pets shall be left unattended or tethered to anywhere in the community at anytime and each Unit Owner must immediately clean up after all pet(s) or subject to fine.

- d. Unit Owners maintaining pets on the Condominium Property, or whose families, guests, staff, invitees of tenants bring any animal upon the Condominium Property, shall be responsible for, and shall bear the expense of any damage to persons or property resulting there from.
- e. All owners and/or tenants are responsible for the refuse of the pet walked and any non immediate action to clean up after the pet is grounds for violation of the Rules and Regulations. The owner or the person walking the pet shall carry a bag or proper disposal of pet's fecal matter at all times while walking the pet.
- f. A Unit Owner shall not allow a pet to create a nuisance or become a nuisance as may be determined by the Board of Directors of the Association in its sole discretion. The term nuisance in this paragraph shall include but not be limited to aggressive behavior and disturbances to other residents by barking, scratching, screeching, howling and other sounds, or otherwise. Further, a Unit Owner with a pet shall properly maintain the pet's living conditions in the Unit, to prevent an unsanitary or offensive condition from developing. A Unit Owner shall not allow fecal matter to accumulate in the Unit.
- g. If a pet becomes a nuisance as may be determined by the Board of Directors of the Association in its sole discretion, or if the Unit Owner repeatedly fails to abide by this rule regarding pets, then the Unit Owner shall permanently remove the pet from the Unit and the CitySide community. This remedy is in addition to all other remedies available to the Association.

4. Obstructions

Sidewalks, entrances, driveways, passages, patios, and all Common elements shall be kept open and Unobstructed. No obstruction to visibility, movement of pedestrians, vehicles, of bicycles is permitted at intersections of streets, sidewalks, driveways with streets, driveways with sidewalks or any other Common Elements; provided, the Association has provided express written consent and that the Association or agents shall not be liable in any manner to any person or entity, including Owners and their family members, invitees, and licensees, for any damages, injuries, or deaths arising from any violation of any fashion. No personal property of Unit Owners shall be placed or stored on the Common Elements except lakeside patios at any time, and must be stored in their respective units or storage garages. Bikes shall not be stored on the common elements or in a location visible from outside of a unit. Personal property left on the common elements without written authorization may be removed and disposed of by Association with liability to the unit owner or owner of the personal property.

5. Destruction of Property

Unit Owners, their tenants, guests, licensees, agents and members shall not mark, scar, damage, destroy, deface or engrave any part of any building or Common Element.

6. Solicitation and Signage

There shall be no solicitation by any person anywhere in the Common Elements for any cause, charity or for any purpose whatsoever, unless specifically zoned and approved by the Board of Directors.

7. Roofs

No person is permitted on the roofs of the Buildings for any purpose, whatsoever, unless specifically authorized by the Board of Directors.

8. Commercial Prohibition

No Unit shall be used or occupied for any commercial or business purpose. The leasing of a Unit in accordance with Declaration shall not violate this provision.

9. Trash Removal.

Trash and recyclable materials shall be properly disposed ONLY in receptacles which are provided free of charge by THE CITY OF WEST PALM BEACH. The City of West Palm Beach will NOT pick up owner's/tenant's personal receptacles. All trash and recycling receptacles, are to be stored in garages and are to be placed for curbside pickup (not on grass or landscaping as to not destroy grass or interfere with

sprinklers) until the evening (after sundown) prior to scheduled pickups and are to be strictly stored in the garage supplied by each Unit Owner subsequent to each scheduled pickup. All receptacles must be secured in the garage within 12 hours of the scheduled pickup. All newspapers and other recyclables are required to be placed in the appropriate provided bins by The City of West Palm Beach. Food and vegetable scraps are to be disposed of in the individual residence garbage disposals.

Trash days are Monday and Thursday mornings as early as dawn. Recycle collections are Thursday mornings as early as dawn. All trash and recycle bins must be inside your home on Tuesdays, Fridays, and Saturdays.

BULK ITEMS FOR REMOVAL: Contact The City of West Palm Beach Public Works for Direction.

10. Association Assessment Payment

CitySide's quarterly assessments are due every: January 1, April 1, July 1 and October 1 of each calendar year. All payments must be received and processed by the 10th day in order to avoid late fees. Payments made on-site must be received by the 5th of the month to avoid late fees.

11. Registration with Association and Gatehouse policy.

- a. All persons other than Unit Owners, occupying homes (including tenants and house guests) shall be registered with the property management or Association at or before the time of their occupancy of the Unit. All owner and tenants must register their fingerprint and vehicle information. New residents are subject to approval by The Association.
- b. All unit owners and approved tenants must have clickers for entry to property as to not distract the line of guests and visitors at the main gate entrance. Unit owners and approved tenants will be required to present photo identification at the gate house when using the visitor entrance. The phone ID must contain CitySide property address in order to be granted access. No party can transfer a gate clicker to a non owner or tenant on approved lease at any time for any reason. **A maximum of 4 clickers will be issued per unit. If an owner requires additional clickers, owner must request it in writing to the Board.** Unit owners who are current with their quarterly maintenance fees will receive gate clickers upon registration at management office at CitySide. Gate clicker is recorded by number, assigned and approved by the Board of Directors. Tenants, whose owners are not in good standing, will not be entitled to receive gate clickers until the owner becomes current with the Association's assessments that are past due. Registered tenants will use the visitor entry line at the Gatehouse, showing proper identification reflecting CitySide property address each time, until their landlord becomes current with their fees. Owners who are not current with their fees will also not be able to register for gate clickers and will need to use the visitor entry line showing proper identification reflecting CitySide property address each time.
- c. **Gatehouse Guest Voicemail System**
No guests, contractors, vendors, or movers will be admitted unless you have called them into the Gatehouse Guest Voicemail System. To do so, dial (561) 683-0118 and follow prompts for visitor access. You will be asked for your 4 digit security code and addition information. Please be aware that if the homeowner is delinquent in the payment of quarterly maintenance fees or if you are a tenant of a unit that is delinquent in the payment of quarterly maintenance fees, your security code will remain deactivated. You will be required to go to the Gate House with valid government identification with a CitySide address in order to enable your guest(s), contractor, vendor or mover to be granted access to the property. If you remain unregistered with the Association, your visitor will NOT be granted access to CitySide.
- d. Each unit owner or approved tenant will be permitted to have three (3) permanent guests on the entrance list at the gatehouse. It is the owner/tenant responsibility to keep their permanent guest list updated.

- e. No harassment, verbal abuse of any board member or affiliated companies of the association and its employees will be tolerated and you will be subject to a fine as per the rules and regulations for any reason.

12. Locks

Changing of locks may be done through the Association and property management. All door locks and deadbolts are uniform and must comply with CitySide exterior appearance guidelines. All other types of locks are unauthorized and subject to fine. Door locks can be purchased directly online (www.citysideonline.com), in person at the management office or check for availability at local retailer

Approved locks:

- Front door: SCHLAGE F358-PLY-620 Plymouth Single Cylinder Door Handleset
 - Back door: SCHLAGE F10N-ACC-620 Accent Passage
 - Deadbolt for back door: SCHLAGE B360N-620 Single Cylinder Deadbolt B300 Series
- The color code for the door locks and deadbolts is 620 (Antique Nickle or Antique Pewter)

Model numbers are current as of March 2010 subject to change without notice.

13. Porches and Lakeside Patios

Plants, pots, receptacles and other movable objects must not be kept, placed or maintained on the ledges. No objects shall be hung from branches, lakeside patios or window sills. No cloth, clothing, rugs or mops shall be hung open or shaken out windows, doors, porches or lakeside patios, Unit Owners shall remove all objects are movable objects from porches and lakeside patios as required in Hurricane Precaution Section, herein. Unit Owners shall not throw cigars, cigarettes or any other object from porches or lakeside patios. Unit Owners shall not allow anything to be thrown or to fall from windows doors porches or lakeside patios. No sweeping or other substances shall be permitted to escape to the exterior of the building from the windows, doors, porches or lakeside patios No porch or lakeside patios (or portion thereof) may be enclosed or screened without the prior written consent of the Board of Directors of the Association. No porch or lakeside patios (or portion thereof). Shall have anything attached to the cement to the cement floors, such as carpet/decking, or anything else. The cement floor may not be able to alter in any way.

14. Children

Children shall be under the direct control of a responsible adult at all times. Skateboarding, scooters, "Big Wheels", or loud or obnoxious 'toys are strictly prohibited.

15. Noise

Loud and disturbing noises are prohibited. All Car horns, car stereos with loud bass, personal radios, televisions, tape machines, compact disc players, stereos, singing and playing of musical instruments, etc. shall be regulated to sound levels that will not disturb others and if used at or in the vicinity of the pool shall be used only with earphones. No vocal or instrumental practice is permitted after 9:00P.M. or before 9:00A.M.

16. Barbecue Grills

Use of barbecue grills shall only be allowed in areas designated as safe and appropriate by the Board of Directors. Grills shall not be used or stored on, porches or lakeside patios. Driveway use is acceptable with propane or natural gas. Grills may never be left on driveway after they have cooled. Grills must return to interior space after use. No charcoal grills allowed.

17. Illegal Practices

Illegal practices are strictly prohibited.

18. Hurricane Precautions.

- a. Any Unit Owner who plans to be absent during the hurricane season must secure his or her Unit for hurricane readiness prior to departure by designating a responsible firm or individual to care for the Unit should the Unit suffer hurricane damage, and shall furnish the Association with the name(s) of such firm or individual. Unit owners who are Landlords must obtain a business / rental license from the City of West Palm Beach.
- b. Hurricane shutters or panels may ~~not~~ be deployed to cover glass block windows in Units whenever a hurricane or tropical storm watch or warning has been issued for the Bahamas or surrounding Florida areas indicating that a tropical storm or hurricane will potentially threaten the Miami-Dade, Martin, St. Lucia, Broward or Palm Beach County areas. Preparation for such storms and other inclement weather characterized by high winds; shall also include the removal of all moveable objects from balconies, patios, porches, lanais or terraces into interior secure locations.
- c. Hurricane shutters, only allowed with approval of the board of directors installed in the windows of block glass and not considered part of the hurricane glass window program implemented in the community, must be removed within a reasonable time following passage of any hurricane or tropical storm, taking into consideration the extent of any damage in the area caused by the storm, availability of contractors or of those to remove the shutters, and the location and track of my additional storms that threaten the area. No hurricane shutters shall not be installed prior to 72 hours of a hurricane or tropical storm watch or warning being issued for Palm Beach County.
- d. It is the intent of this policy to encourage an aesthetically pleasing community for all residents while providing sufficient time for activation of hurricane and tropical storm protection measures in the event of the threat of any such storms. This policy does not attempt to provide a comprehensive analysis of all possibilities to be undertaken for protection from hurricane or tropical storms. Each unit Owner is responsible for determining the necessity of any additional safety measures.

19. Moving and Remodeling

- a. Moving in and out permitted 7 days a week between the hours of 7:00 am and 7:00 pm. Moving vans, trucks and portable storage containers used for this purpose shall only remain on Condominium during these hours. Portable storage containers must be placed on the assigned unit's driveway, or in marked parking space, or parked parallel abutting the driveway (portable storage containers must be removed from Cityside by 7:00 pm.) Property by 7:00 pm the same day when actually in use and cannot be stored overnight outside the unit. Unit Owners shall provide the Association with 24 hours notice of any moving activities and shall coordinate moving activity in advance with security personnel at the main entrance gate.
- b. Repair construction decorating or re-modeling work inside units is permitted 7 days a week between the hours of 7:00 am and 7:00 pm. Instructions to be followed are listed in the declaration of Condominium for the CitySide Condominium Association, Article 14: Alteration and Improvements.
- c. Certain items exclusively serving a unit: see Declaration of Condominium, section 3.1(c) unit owner is responsible to maintain, repair and replace all doors, windows, glass, screening, shutters and any other material covering openings in the exterior of the unit, which serve the unit exclusively. Provided however, no alteration of any of the forgoing may be performed without prior written approval of the Association

20. Fines

Florida Condominium Laws requires that prior to levying of a fine; the unit owner must be given notice of the alleged violation and an opportunity to cure it. Then, if not cured, a hearing before disinterested parties, none of whom are members of the board or officers of the association or their relatives, can be requested.

Pursuant Section 10.1 of CitySide's by-laws, every owner and his/its tenants, guests and invitees shall

comply with any and all rules and regulations adopted by the Board of Directors of the Association as contemplated herein as well as the terms and provisions of the Declaration, as they may be amended from time to time.

All violations may be paid with a personal or certified check payable to CitySide Condominium. They can also be paid online, [click here](#). CitySide does not accept cash.

In order to properly document your response, verbal communication is not accepted or considered. CitySide Board of Directors and Violation Committee has requested that all communication regarding a citation be written and mailed, It is suggested you send your response via, certified and return receipt request if by United States Postal Service or another mail service which will return to you a signed receipt of delivery.

If you received a Notice of Violation/Hearing to correct a violation and you are unable to attend the hearing in person, please contact the Property Manager **IN WRITTEN ONLY** at:

Violation Committee
1771 Cityside Drive
West Palm Beach, FL 33401
Fax to 561-697-8987
Email pm@citysideonline.com

Should you choose not to attend the mandatory hearing or provide in written documentation in advance of hearing, you could be fined for outstanding violation.

When you attend the hearing you will have the opportunity to present pertinent facts, supporting documentation, and your general response as to why the violation has not been properly corrected. However, correction of the violation does not excuse your presence at hearing.

21. Antennas and Satellite Dishes

Unit Owners may only install dish type satellites less than one meter (39 inches) in diameter and placed entirely within an area defined as part of a unit or part of the limited common elements of the unit. Association approval is required. Application and further requirements is found on www.citysideonline.com. Unit owners or anyone are not allowed to drive screws or other fasteners into the building to mount the dish. All installs must be done after receiving approval in writing from the board of directors or subject to a fine and potential removal of unapproved items.

22. Vehicles and Parking.

a Campers, mobile homes, commercial vehicle, recreational vehicles, motor homes, boats, personal watercraft, house trailers, camping trailers, boat trailers; horse trailers, personal watercraft trailers, motorcycle trailers, and trailers of any other use or description shall not be permitted to be parked or to be stored anywhere in the Condominium except in enclosed garages. No trailers, mobile homes, boat or recreational vehicle shall be used on Condominium Property at any time as a residence, either temporarily or permanently. Commercial decals or logos on vehicles are considered commercial vehicles for purposes of the association.

b. No vehicles shall be parked so as to obstruct or impede entrance to or exit from other parking spaces, drives, roads, or building entry-ways. On street parking is permitted in areas designated by painted parking spaces. Vehicles are to be parked inside garages. All cars parked on the driveway, must be completely on the driveway and not protruding in any way on to common elements or grass. No backing into driveways and/or parking spaces. No parallel parking is permitted on driveways. All parking on the street must have the vehicle facing the direction of the way traffic should and legally proceeds. Unauthorized or improper parking to a prohibited vehicle shall be grounds for removal of the vehicle by the Association at the expense of the vehicle owner and/or operator. Except in the event of an

emergency, no vehicle maintenance or repairs shall be performed on the Condominium Property. No vehicles shall be washed, polished and or waxed on the Condominium Property including unit driveways except in such specific areas as may from time to time be designated by the Board of Directors for such activity. The prohibitions on parking contained in this Section shall not apply to temporary parking of trucks and commercial vehicles, when such vehicles are servicing a unit for maintenance, construction use, or providing pick-up and delivery and other commercial services.

c. Parking Sticker Assignment:

1. You must be a registered resident of CitySide. If you are not registered, you must obtain an application package from The Management Office. Your application will be subject to approval by The Board of Directors.
2. You must go in person to The Management Office with your vehicle, valid driver's license, current vehicle registration, and gate entry clicker. Tenants must also bring a copy of their current lease. A management employee must place the sticker on your vehicle's windshield.
3. If you are a tenant, the owner of your residence must be current on their quarterly maintenance dues in order to receive a parking sticker. **Tenants of delinquent units will no longer be able to park on CitySide property including the unit's private driveway.** The owner of any delinquent unit does have the option of entering into a repayment plan, which would allow their tenants to get a monthly parking permit while they are in the process of repayment. If your landlord does not want to pay their delinquent maintenance fees in full or enter into a repayment plan, here is a list of available units for rent within CitySide that are current. Please contact a local real estate agent for assistance.
4. All residents' vehicles must be registered and a parking sticker must be displayed on the windshield (unless you are a tenant of a unit with a full driveway).
5. All vehicles that remain unregistered and/or not displaying valid parking stickers will be subject to immobilization and tow. All vehicles in violation of CitySide's parking rules will also be subject to tow and fines without further notice. **This includes any vehicle parked in the driveway of a vacant and/or delinquent unit.**
6. Each unit is allowed to have the same number of parking spaces as the number of bedrooms in the unit. Ex. 4BR unit with a short driveway is allowed 4 parking spaces (2 in the garage and 2 blue or green stickers).
7. **Homeowners will receive White and/or Blue stickers:** White will authorize vehicles to park inside private garages and driveways. Vehicles with white stickers **cannot** park in any outside street parking spaces at anytime. Repeated offenses will be subject to a monetary fine. Blue will authorize vehicles to park inside private garages and driveways as well as outside street parking spaces.
8. **Tenants will receive Green stickers:** Green stickers will authorize vehicles to park inside private garages and driveways as well as outside street parking spaces.
9. Tenants vehicles without a sticker can be parked only inside private garages and driveways. **Vehicles without a sticker cannot park outside on street parking spaces at any time.**
10. If your parking sticker is or damaged and you need a replacement please bring the sticker to The Management Office to exchange it. Or if your vehicle's windshield was broken and replaced, please bring the receipt to The Management Office and we will install a new one.

11. If you purchase a new vehicle please bring your old vehicle to The Management Office so we can remove the sticker and install it on your new vehicle.

d. The speed limit in the community in all areas is 15 mph. Violators are subject to fine.

23. Visitor Parking Policy

Visitors will receive a visitor's pass: All visitors, including contractors, vendors, and movers, must be called in through CitySide's automated phone system at (561) 683-0118. Residents are prompted to add a guest for today, tomorrow, or today and tomorrow (for overnight guests).

Non-resident owners are allowed access without being called in the Gatehouse Voicemail System. Non-resident owners must provide photo identification for access and will receive a "today" pass.

Upon entry, all short-term visitor vehicles (including service vehicles and permanent guests) will receive a written pass which will be hung from the rear view mirror of the vehicle. The pass will expire at 4:00 a.m. the next day. Ex. if you call in a visitor any time on Monday, the pass will expire at 4:00 a.m. Tuesday. Short-term passes are available 7 days a week. Please make sure your guests are aware of ALL parking rules before they enter the community.

Overnight passes can only be requested when calling in a guest (including permanent guests). They will expire 2 days from the date assigned at 4:00 a.m. Ex. if you call in an overnight guest anytime on Monday, the pass will expire at 4:00 a.m. on Wednesday. Security cannot issue an overnight pass if guest is not called into the system.

Residents are limited to 2 overnight passes per unit, per week. Visitor passes must remain on the vehicle's rear view mirror at all times while on CitySide property and all vehicles must be parked in marked parking spaces. No visitor parking is allowed at any time on short driveways or streets; only in marked street spaces. Visitors may always park in owners' garages and driveways where all four wheels are on the driveway and do not hang over onto the street.

Long-term visitor vehicle passes are available by emailing a request to pm@citysideonline.com for all guests, including permanent guests, that will be visiting for more than one night. This request is processed by The Management Office. The long term pass also needs to hang from the vehicle's rear view mirror and must be visible through the windshield. It will expire on the written date at 4:00 a.m.

Residents are not allowed to be given visitor passes.

Residents living in a delinquent unit will no longer have a security code to call their guests into the Guest Voice System. The guest must be picked up at the gate by the **REGISTERED** tenant or homeowner. The Security Guard is not allowed to accept guest authorization over the phone. **ONLY A "TODAY" PASS CAN BE ISSUED.**

Permanent guests of non-delinquent units can be issued one day pass without being called in the Guest Voice System when arriving at the gate. For a longer stay, the registered resident must contact the Management Office in advance during office business hours for an extended visitor's pass.

The Permanent Guest List for residents of delinquent units is no longer available until the account is brought up to date. The registered tenant or owner must pick up the guest at the gate and only a pass for "TODAY" can be issued.

Visitor passes must remain on the vehicle's rear view mirror at all times while on CitySide property and all vehicles must be parked in marked parking spaces.

Visitors may always park in their unit owners' garage and the unit's driveway where all four wheels are on the driveway and do not hang over onto the street.

VISITOR PASS IS VALID UNTIL 4:00AM OF THE WRITTEN DATE ON THE PASS

24. Booting and Towing Policy

1. Vehicles not registered with the Association are subject to immobilization and tow.
2. Every vehicle parked on the street must display a green sticker, a blue sticker or valid visitor pass.
3. No backing into driveways and/or parking spaces
4. Vehicles parked on property and displaying an expired visitor pass will be subject to boot and tow.
5. Homeowners' vehicles displaying a white sticker will not be booted or towed, unless improperly parked and/or in violation of the parking rules. However, a violation notice must be issued including the parking sticker number and vehicle information such as plate number, model, maker and color.
6. Tenants are allowed to park on their driveway and inside the garage WITHOUT a parking sticker. However, tenants living in a delinquent unit are subjected to immobilization and tow if parked on the driveway.
7. Vehicles parked on driveways of unoccupied units are subject to immobilization and tow.
8. Unregistered vehicles parked on driveways of delinquent units are subjected to immobilization and tow.
9. Vehicles in violation of CitySide Rules and Regulations are subjected to immobilization and tow without warning.
10. If a vehicle is in violation of CitySide Rules and Regulation, security rover must contact towing or booting company. When towing a vehicle security guard must follow the guidelines of Security Service of America Towing & Booting Policy.

25. Garages.

All garage doors are to be closed from the hours of 1:00am – 7am except for the normal reasonable routine of use.

26. Resale and Lease Policy

Realtor please see all requirements on www.citysideonline.com.

- a. All tenants must be approved by a completed application and payment of all fees which must be completed on the association website (www.citysideonline.com) with no exceptions. Any attempt to move in a tenant without the appropriate forms, paid fees, and approval of the Board of Directors will result in a fine against the owner of the unit in the amount of \$100 per day up to a maximum of \$1000.00 payable to the association.
- b. If you are an existing **approved** resident and are transferring to another unit, there is a non-refundable **\$100 U.S.** total transfer fee. You must come in person to the management office and pay with a personal or certified check. Transfer payments cannot be made online or in cash
- c. All re-sales must be approved by the Board of Director and must comply with all due fees and required documents before closing. All fees and explanations can be found on the association website (www.citysideonline.com). News owner(s) must also receive a certificate stating all assessments are paid.

- d. No “for sale” or “for rent” signs are allowed anywhere on the Common Property or the Common Elements in the Association. An approved card can be posted on the clubhouse community board with the approval of the Board of Directors.
- e. Lease and Sale Applications requirements:

Applications and payments are received via this website only. Applicants must submit the following items:

1. A non-refundable fee of **\$100.00 U.S.** per applicant/occupant is required. Husband and wife or parent / dependent (child under 18 years of age) are considered one applicant. There is a non-refundable **\$250.00 U.S.** moving fee.
 2. Copy of Sale/Lease Agreement signed by the owner and lessee
 3. All necessary notarized documents
 4. Pet related information to apply@citysideonline.com. Please add the property address in the subject line of your email and only send one email.
 5. A copy of a Credit Report and Criminal Background Check on the applicants/occupants must be provided to the association within five (5) days of the submission of this application. The Credit Report and Criminal Background Check must be no more than sixty (60) days old. The Credit Report must be obtained from any accredited national entity. Due to confidentiality, the information is only accepted via fax. Emails are not a secured line of communication. Please fax to **561-697-8987**.
- f. After closing, all new owners must provide a copy of the Closing Statement, Warranty Deed or Certificate of Title to CitySide Management in order to transfer ownership from the previous owner with the Association. Locks, gate clickers, pool keys, etc. will NOT be provided until ownership has been transferred to the new owner. If you are buying a foreclosed property, please contact the management office for new locks, gate clickers, pool keys, and mailbox keys (if applicable).
 - g. All leases must be no less than twelve (12) months. . All approvals must be renewed after twelve (12) months. Lease renewal is subject to Board of Directors approval. There is no renewal fee, however, all services are set to deactivate when your lease ends.
 - h. Pets must be 50 lbs. or less (no pit bulls or aggressive breeds). No more than 3 pets per unit.
 - i. No commercial vehicles allowed unless parked inside the garage. No vehicle washing, waxing, polishing, repairs, or maintenance is allowed. There is no washing station.
 - j. CitySide requires that all landlords sign and notarize all required documents.
 - k. City ordinance requires each homeowner (who become landlords) to have a business license and that no more than two adults may dwell in one place if not related. Size of units or number of rooms does not matter.

27. Listing Units For Sale

- a. Realtors or appraisers must present business card with I.D. at the main gate for entry. Security will ask to hold your Photo I.D. while you are on the premises.
- b. Access to units under foreclosure process will be granted after the Certificate of Approval is recorded and submitted to the Association.
- c. No signs are allowed in windows.

- d. All door locks and deadbolts are uniform and must comply with CitySide exterior appearance guidelines.
- e. Supra or lockboxes are allowed to be placed on the unit's front or back door. Do not place on water spigots as it could cause damage.
- f. Realtors and REO Agents can list without registering with the association.

28. Utility Billing

Minol will handle all utility billing for the water, trash, recycling and sewers. The bill must be in the home owners name at all times, it cannot be transferred to tenant's name. It will be the responsibility of the home owner to remain current with the Minol billing. You will be subject to late penalties and fees for unpaid utility bills. All delinquent accounts will be sent for collection and other possible penalties.

29. Announcements

These can be made with the approval of the property management office and placed on the community board only by the clubhouse on the approved form only.

30. Insurance

Each unit owner is required to obtain insurance on the owners unit which covers all real and personal property located inside the owners unit which is excluded from coverage under the Association's casualty theft insurance policy

31. Rule Changes

- a. The Board of Directors in response to concerns about security may adopt policies to protect all residents and their property.
- b. The Board of Directors of The Association reserve the right to change or revoke existing Rules and Regulations and to make additional Rules and Regulations from time to time as, in their opinion, shall be necessary or desirable for the safety and protection of the buildings and their occupants, to promote cleanliness and good order of the property and to assure the conduct and convenience of unit owners. The Board of Directors of The Association reserve the right to change or revoke existing Rules and good order of the property and to assure the conduct and convenience of unit owners (see Condominium Documents, V.5, 9/29/04, Rules and Regulations, Number 24. Rule Changes).

These Rules and Regulations do not purport to constitute all of the restrictions affecting the condominium and common Elements. Reference should also be made to The Cityside Condominium Association documents.

CITYSIDE CONDOMINIUM ASSOCIATION INC. NORTH CLUBHOUSE, POOL AND FITNESS RULES AND REGULATIONS

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

1. GENERAL

1.1 Common Area Access Control

Fingerprinting of owners and approved tenants is required to access Common Elements such as but not limited to North Clubhouse, pool, and fitness center. As of March 2010, there are four security entry points: one terminal at each of the side gates to the pool area, one terminal at the front gate to the pool area, and one terminal at the door of the building housing The Association Management Office and the gym/locker room area. The gate leading to the pool itself will still require a key for entry. The same key is also required to enter the restrooms located in the locker rooms, from the pool side entrance. If you do not have this key, it can be purchased from the CitySide Management Office or at www.citysideonline.com/store.php.

1.2. Pets

With the exception of service dogs, no other animal may not be brought into the CitySide Clubhouse ("Clubhouse") or associated facilities ("Club Facilities"). Service dogs are never prevented from being on the pool deck, but not in the pool.

1.3. Attire.

- 1.3.1. No attire other than appropriate swimwear attire as determined in the sole discretion of the Board of Directors shall be worn in the pool, surrounding deck and restroom/locker areas. Said swimwear is restricted to the pool, surrounding deck and restroom/locker areas. Swimmers, in swim attire, may not walk through the Clubhouse or other Club Facilities in swim attire and must use the pool restroom only.
- 1.3.2. Shirts and shoes must be worn in the Clubhouse at all times. This includes, in the gym, on or using any and all gym equipment or in the exercise room. Being barefoot is never allowed.

1.4. Facilities Rental Agreement

- 1.4.1. A "Facilities Rental Agreement" for use of portions of the South Club Facilities for private functions must be executed prior to such use. Such Agreements are available at the property management office. Reservations for rental of the South Clubhouse must be completed online at www.citysideonline.com. Only owners or approved tenants may rent CitySide Facilities. The sponsor shall be responsible for any damage to the Club Facilities and for the payment of any charges not paid by individuals attending the private party. **The sponsor must be in attendance during the entire event.** A daily fee of \$100.00 and a \$1,000.00 (fully refundable) deposit is required to reserve CitySide's clubhouse. The reservation is good for the day. You can request entry early morning for preparations and your event can continue until 2:00 a.m. the next day. Reservations are not confirmed until the \$100.00 payment is made. Payment may be made online with a credit card, in person or by regular mail (certified cashier's check or money order only!).

The \$1,000.00 refundable deposit must be delivered in person or via regular mail with a certified cashier's check or money order. Please deliver or mail payment to: CitySide Condominium, 1771 CitySide Drive, West Palm Beach, Florida 33401.

You are required to read and sign the clubhouse usage rules and regulations. CitySide will provide a damage inventory list.

1.4.2. There is no fee to reserve the BBQ area located in the pool deck. If you are planning an event, please reserve the date in the BBQ event calendar at www.citysideonline.com. If there is no reservation, the BBQ area is utilized in a "first-come first-served" basis.

PROPANE USE ONLY! You will need to bring your own propane tank. Please remember, no glass anywhere in the BBQ area or pool deck. Security has been instructed to supervise and any violation of this rule will end your event.

1.5. Parking

Self-parking is permitted in Parking Areas identified as such. No parking will be allowed on grassed areas. "No Parking" and "Handicapped" signs must be observed. Refer to Association's Rules and Regulations for Visitor Parking Policy.

1.6. Commercial Advertisements

Commercial advertisements may not be posted or circulated in the Clubhouse or other Club Facilities nor shall business of any kind be solicited or conducted in the Clubhouse or Club facilities. The Clubhouse and Club Facilities may not be used without the prior approval of the Board of Directors for any function.

1.7. Other Restrictions

1.7.1. Residents age 16-18 may use the gym without the supervision of an adult only if a waiver has been signed by the minor's legal parent/guardian. Once this waiver has been signed, then the minor's fingerprint can be added to the database. Residents under the age of 16 must be accompanied by an adult at all times to enter the building housing the gym.

Residents age 13-16 may have access to the pool without the supervision of an adult only if a waiver has been signed by the minor's legal parent/guardian. Once this waiver has been signed then the minor's fingerprint can be added to the database for entry to the pool area only. Provided the minor 13-16 complies with all Rules and Regulations, is not unreasonably disturbing to others and the minor is an acceptable swimmer. The Association does not provide a lifeguard.

All residents under the age of 13 will not be allowed access to the pool or gym/locker room area with their fingerprint and must be accompanied by an adult to enter either area.

1.7.2. Residents who will have more than 10 guests for a party must provide a Guest list to the management office and security gate for Guests to gain entry for any social function at the Clubhouse and Club Facilities.

1.7.3. Non-Residents may not use the Clubhouse or Club Facilities unless accompanied by a Resident. Said Resident is responsible for informing his or her Guest of these Rules and Regulations and of any risks involved in the Guest's use of the Clubhouse and Club Facilities. All parties shall indemnify and hold the Association and its agents harmless against any and all claims, which the Guest may bring against the Association or its agents arising from use of the Clubhouse and Club Facilities. ID required.

1.7.4. Guests may not have guests.

1.7.5. Smoking, including cigar and pipe smoking, is strictly prohibited in the Clubhouse and all Club Facilities and is permitted only in certain designated outside areas. All butts, matches and

other trash must be placed in the appropriate disposal or the violator will be subject to violation.

- 1.7.6. Absolutely no alcoholic beverages of any kind may be brought into or used at or in the North Clubhouse and Club Facilities. Glass and breakables are strictly prohibited.
- 1.7.7. Eating and drinking (except water from spill-proof containers) are prohibited, except in the BBQ area or, if the Board of Directors has designated certain areas from time to time.
- 1.7.8. Roller blades, skateboards, bicycles and similar devices may not be brought into or used at or in the Clubhouse and Club Facilities.
- 1.7.9. Horseplay, profanity and disruptive behavior are strictly prohibited at all times.
- 1.7.10. Firearms and other weapons of any kind are not permitted in the Clubhouse or on the Club Facilities at any time.

1.8. Hours of Operation.

The Clubhouse and the Club Facilities shall be open on the days and during the hours established by the Board of Directors. These hours are to be designated as 24 hours 7 days a week. The pool is open from dawn to dusk only.

1.9. Responsibility for Personal Property and Persons

- 1.9.1. Each Resident assumes sole responsibility for the health, safety and welfare of such Resident, his or her immediate family members and Guests, and the personal property of all of the foregoing.
- 1.9.2. The Association or its agents and affiliated companies are not responsible for any loss or damage to any private property used or stored in the Clubhouse or on the Club Facilities. Without limiting the foregoing, any person parking a car within the Common Areas assumes all risk of loss with respect to his or her car; equipment, jewelry or other possessions stored in the Clubhouse, on bicycles, or within cars, and wallets, books and clothing left in the pool area.
- 1.9.3. Any Resident, immediate family member, Guest, or other person who, in any manner, makes use of, or accepts the use of any apparatus, appliance, facility, privilege, or service whatsoever owned, leased, or operated by the Association, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Association, in the Clubhouse or the Club Facilities, shall do so at their own risk. Every Resident shall be liable for any property damage and/or personal injury at the Clubhouse and Club Facilities, or at any activity or function operated, organized, arranged or sponsored by the Association, caused by any Resident, immediate family member or Guest. Each Resident, immediate family member, and Guest shall be jointly and severally liable to the Association in connection with the foregoing. Without limiting the foregoing, the Association may impose a fine on a Resident as Special Use Fee of \$500.00 in addition to requesting that a Resident pay the Indemnified Parties all losses incurred.
- 1.9.4. Property or furniture belonging to the Association shall not be removed from any room or area in which it is placed or from the Club Facilities.
- 1.9.5. In addition, each Resident, immediate family member, or Guest agrees to indemnify and hold harmless the Association, its officers, partners, agents, employees, affiliates, directors and attorneys (collectively "Indemnified Parties") against all actions, injury, claims, loss, liability, damage, costs and expenses of any kind or nature whatsoever ("Losses") incurred by or

asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to such Resident's use of the Club Facilities by Residents, immediate family members and Guests, or the interpretation these Rules and Regulations and/or from any act or omission of the Association or of any of the Indemnified Parties.

- 1.9.6. Should any Resident, immediate family member, or Guest bring suit against Association or any of the Indemnified Parties, the Resident, immediate family member and Guest shall be liable, jointly severally, to such parties for all losses, costs and expenses incurred by the Indemnified Parties in defense of such suit, including attorney's fees, paraprofessional fees, and courts costs and expenses at trial and upon appeal.

2. FITNESS ROOM

2.1. Hours of Operation

The Fitness Room may be used 24 hours 7 days a week and is subject to change by Board of Directors.

2.2. Attire

Suitable attire and footwear must be worn at all times while using any equipment. Being barefoot is never allowed in the gym, on or using any and all equipment or in the exercise room. Unsuitable attire and jewelry which may interfere with exercising must be removed prior to exercising.

2.3. Equipment

2.3.1. Equipment must be wiped down after every use with disinfectant wipes in gym.

2.3.2. Use of equipment is AT YOUR OWN RISK. Residents are responsible to properly warm up before use.

2.3.3. Cardiovascular equipment may not be reserved. The maximum time limit for using the cardiovascular equipment will be thirty (30) minutes per person, if others are waiting to use equipment

2.3.4. All equipment must be returned to its proper location.

2.3.5. Residents shall be responsible for any damage to the equipment in the Fitness Room.

2.4. Other Restrictions

Food and beverages may not be brought into the Fitness Room, except for water sport's bottles.

2.5. Fitness Room

When participating in scheduled classes, you should check in on time, follow the directions of the instructor, and stay for the entire class.

- 2.6. Residents age 16-18 may use the gym without the supervision of an adult only if a waiver has been signed by the minor's legal parent/guardian. Once this waiver has been signed, then the minor's fingerprint can be added to the database. Residents under the age of 16 must be accompanied by an adult at all times to enter the building housing the gym. Minors under 16 must be accompanied at all times in the Fitness area by an adult who may not be engaged in aerobics, fitness exercises, swimming, inline skating, or any other activity that may diminish his or her ability to supervise the minor.

3. SWIMMING POOL AND SURROUNDING DECK

3.1. Risk of Use

- 3.1.1. No lifeguard is present in the pool area. Use of the pool is AT YOUR OWN RISK.
- 3.1.2. Diving, running, horseplay, loud music, rafts, bicycles, roller blades and skateboards are not permitted in the pool or the surrounding deck.

3.2. Hours of Operation

The pool and surrounding deck are open from dawn to dusk and subject to change by the Board of Directors

3.3. Other Restrictions

- 3.3.1. All persons must shower before entering the pool. Minors who are not toilet trained must wear swimming attire designed to prevent pool contamination. Disposable diapers are not allowed. Any person causing contamination of the pool will be assessed for the cost of draining and re-treating the pool if necessary.
- 3.3.2. No toys, balls or inflatable are permitted in the pool. Minors who are unable to swim may use water wings with an adult's supervision. "Noodles" may be used as well as floatation devices to assist non-swimming minors under adult supervision.
- 3.3.3. Residents entering the Clubhouse from the pool area must be dry and be properly attired.
- 3.3.4 Requirement to Use Headphones for Radios, etc. at Pool Area. Residents have the right to quiet enjoyment of the pool area without being forced to listen to another resident's music. Radios, stereos, tape players, CD players, portable TV's, MP3 players and other music or voice producing devices may only be used in the pool area if the listener uses headphones and all sound produced is confined only to the listener through the headphones. Use of such devices at the pool area without head phones is prohibited. Further, any such devices used at the pool must be battery powered only and cannot be plugged to any outlet at the pool or clubhouse.

The Board of Directors may allow an exception to the above rule in the limited situation where: (1) the Association, through the Board of Directors, conducts a function or event at the pool area; or (2) where the Board of Directors otherwise approves an exception in connection with a specific function or event conducted at the pool area. The decision by the Board of Directors regarding whether to allow an exception for a specific function or event conducted at the pool area, shall be final and determinative.

- 3.3.5 Additional rules may be posted at the club facilities and residents are obligated to comply with any such additional rules.

The Board of Directors of The Association reserve the right to change or revoke existing Rules and Regulations and to make additional Rules and Regulations from time to time as, in their opinion, shall be necessary or desirable for the safety and protection of the buildings and their occupants, to promote cleanliness and good order of the property and to assure the conduct and convenience of unit owners. The Board of Directors of The Association reserve the right to change or revoke existing Rules and good order of the property and to assure the conduct and convenience of unit owners (see Condominium Documents, V.5, 9/29/04, Rules and Regulations, Number 24. Rule Changes).