

## SEA COLONY CONDOMINIUM RULES AND REGULATIONS

### 1. RULES & REGULATIONS

- A. Violations should be reported to the Board of Directors or to the Property Manager or Management Company.
- B. Violations will be called to the attention of the violating Owner by the Property Manager for the Board of Directors or by a Board member directly. Owners will be given a fixed time period to correct the violation after which fines may be levied and suspension of common element use rights suspended.
- C. Disagreements concerning violations will be presented to the Appeals Committee, appointed by the Board of Directors, who will make a final determination as to whether a Board imposed fine or suspension will be enforced or vacated.
- D. Unit Owners are responsible for compliance by their guests or lessees with these Rules & Regulations.

### 2. FACILITIES:

The facilities of the Condominium are for the exclusive use of Unit Owners, their approved lessees and registered guests only. Any damage to the buildings or other common elements or equipment caused by a Unit Owner or his lessee or guests will be repaired at the expense of the Unit Owner.

### 3. NOISE:

No Unit Owner, Lessee or Guest shall make unreasonable noise that disturbs others. The determination as to whether noise is unreasonable is at the sole discretion of the Board of Directors.

### 4. OBSTRUCTIONS:

Sidewalks, entrances, driveways, patios, courtyards, stairways and all Common Elements shall be kept open and shall not be obstructed in any manner. No sign, notice or advertisement shall be inscribed or exposed on or at any window or any part of the Condominium, except such as shall have been approved in writing by the Association, nor shall anything be projected out of any window or balcony without similar approval. Except as required by law, no radio or television aerial or antenna or other apparatus for the transmission of television, radio or other signals of any kind shall be attached to or hung from the exterior of the Condominium or the roof thereon.

### 5. ANIMALS & PETS:

No animals, livestock, or poultry of any kind, may be raised, bred, kept or boarded, or permitted in any Unit, with the exception of dogs, cats, or other usual and common household pets, but no more than a total of two (2). The keeping of a dog or other domestic pet at the Condominium is not a right of an Owner but is a conditional license. This conditional license is subject to termination at any time by the Board of Directors upon finding that a dog or other pet is making objectionable noise, is vicious, endangers the health of other Owners or provokes fear in other residents, or has in any way become a nuisance. The Owner of a pet assumes liability for all damage to persons or property caused by the pet or resulting from its presence. Pets shall be kept on a leash at all times when outside the Unit. Pets are permitted to have excrements upon the Common Areas provided that the Owner shall immediately remove such excrement and place in a waste bag and deposit said waste in a trash receptacle. Any pet whose Owner violates the provisions and intent of this Rule shall be deemed a nuisance in accordance with Article 29 of the Declaration and subject to removal in accordance with the provisions of the Declaration.

### 6. DESTRUCTION OF PROPERTY:

Neither Unit Owners, their lessees, nor guests shall mark, mar, damage, destroy, deface or engrave any part of the buildings. Unit Owners shall be financially responsible for any such damage.

### 7. EXTERIOR APPEARANCE:

The exterior of the Condominium Buildings, the common elements, limited common elements, and all other areas appurtenant to the Condominium Units shall not be painted, decorated or modified by any Unit Owner, lessee or guest in any manner without the prior written consent of the Association, which consent may be withheld on purely aesthetic

grounds within the sole discretion of the Board of Directors. Nothing shall be nailed, screwed in, glued or attached in any manner to the exterior walls, ceilings or any common element area or limited common element area of the buildings. Ceiling fans are prohibited from patio and second story balcony ceilings. Tile is not permitted to be installed on patios, stairways, balconies or any common element area/limited common element area. Tile that is installed on first floor terraces as of the date of this rule may not be replaced. Owners may not plant anything in common element areas, including but not limited to, courtyards, or around the perimeters of the buildings. Owners may not remove Association plantings or alter landscaping in any manner. Plants may be placed in pots on balconies, terraces and in courtyards, provided such pots are not affixed in any way to the building. Nothing shall be attached to or hung from any trees, shrubs, or fencing. This includes, but is not limited to: hammocks, basketball hoops, orchids, signs, swings, bird feeders, etc. All garden hoses are to be kept neat in appropriate containers at the spigot or stored away when not in use. Common element areas are maintained by the Association and subject to conformity. No awnings, window guards, awnings, light reflective materials, hurricane or storm shutters, may be installed without prior approval of the Board of Directors. Such approval may be withheld on purely aesthetic grounds at the sole discretion of the Board of Directors. All shutters must be uniform in appearance. Installation of drapes, *curtains* and other window treatments visible from the exterior of the unit shall have neutral colored liners, which liners must be approved in advance by the Association.

**8. CLEANLINESS:**

All garbage and refuse from the Condominium shall be securely wrapped in plastic garbage bags and placed in garbage cans with secure lids. All bottles, cans, newspaper, cardboard and other recyclable materials shall be placed in appropriate recycle bins. All rubbish, trash, garbage and recyclable items shall be regularly removed from the Condominiums and placed at the street for pickup ONLY on scheduled pickup days or the night before pickup.

**9. BALCONIES:**

Plants, pots, receptacles and other movable objects must not be kept, placed or maintained on ledges of balconies or on terraces. No objects shall be hung from balconies, patios or window sills. No cloth, clothing, rugs or mops shall be hung open or shaken from windows, doors and balconies or other terraces. Unit Owners who will be absent from their Units for more than 72 hours during Hurricane Season (June 1 - November 30), shall remove all loose objects or movable objects from the balconies and terraces. Unit Owners shall not throw cigars, cigarettes or any other objects from the balconies or terraces. No cooking shall be permitted on any balcony or terrace of an apartment, or under any overhanging portion or within 10 feet of any structure. No cooking devices of any kind may be stored on a balcony. Storage or use of LP. Gas cylinders is not permitted inside the residential Unit or anywhere above the first floor. Cylinders shall be limited to 2.7 pounds (1.2 kg) each, and no more than 2 cylinders (5.4 pounds, 2.4 kg) may be stored per Unit in an attached garage only.

**10. STORAGE AND GARAGE AREAS:**

Unit Owners are responsible to see that nothing is placed in the storage areas and garage areas which would create a fire hazard; that would be subject to being infested; or that would be subject to spoilage.

**11. EMERGENCY ENTRY:**

In case of any emergency originating in or threatening any dwelling, regardless of whether the Owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or any management firm, shall have the right to enter such dwelling for the purpose of remedying or abating the cause of such emergency.

**12. BICYCLES:**

Bicycles must be placed or stored on an Owner's patio, courtyard or garage when not in use. At the Pool Recreation area, bicycles must be placed in the bicycle rack.

13. PLUMBING:

Water closets and other plumbing shall not be used for any other purposes than those for which they are constructed, and no sweepings, rubbish, rags or other foreign substances shall be thrown therein. The cost of any damage resulting from misuse of same shall be borne by the Unit Owner causing the damage.

14. ROOF:

Unit Owners, their lessees, their families and guests are not permitted on the roof for any purpose whatsoever.

15. SOLICITATION:

There shall be no solicitation by any person anywhere in the building for any cause, charity, or for any other purpose whatsoever.

16. EMPLOYEES:

No Unit Owner or resident shall direct, supervise or in any manner attempt to assert any control over the employees of the Association and/or any management firm, at any time, for any reason.

17. COMMERCIAL PROHIBITION:

No Unit shall be used for other than single-family residential purposes. No trade or business may be conducted in or from any Unit, except that a Unit Owner, lessee or occupant residing in a Unit may conduct business activities within the Unit so long as: (1) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Unit; (2) the business activity conforms to all zoning requirements; (3) the business activity involves only telephone calls and correspondence to and from the Unit and does not involve persons coming into the condominium who do not reside in the condominium or door-to-door solicitation of occupants of the condominium; and (4) the business activity is consistent with the residential character of the condominium and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security and safety of other occupants of Units. The use of a Unit as a public lodging establishment shall be deemed a business or trade use. The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the Owner's, lessee's or occupant's family and for which the Owner or occupant receives a fee, compensation, or other form of consideration, regardless of whether: (1) such activity is engaged in full or part-time; (2) such activity is intended to or does generate a profit; or (3) a license is required therefore.

18. COMMON FACILITIES:

Unit Owners are requested to cooperate with any management firm in the use of common facilities where more than one organized activity is scheduled for the same time.

19. HURRICANE PREPARATIONS:

Each Unit Owner or lessee who plans to be absent from his Unit during the hurricane season must prepare his Unit prior to departure by:

- A. Removing all furniture and plants from his patio or balcony
- B. Designating a responsible firm or individual to care for his Unit during his absence in the event that the Unit should suffer hurricane damage and furnish any management firm or other designee with the name of such firm or individual. The designated firm or individual shall contact any management firm or other designee for permission to install or remove hurricane shutters.
- C. If an Owner does not comply with A & B stated above, the Owner will be billed for the cost of removing whatever is left outside the Unit in preparation for an impending storm. In the event the Association does not have proper time to remove objects left outside, the Owner will be responsible for any damage that may occur due to property left unsecured during a storm.

20. GUESTS:

Unit Owners and lessees shall notify any management firm, in advance by written notice, of the arrival and departure dates of guests who have permission to occupy the Unit in the absence of Unit Owners and lessees.

21. SIGNS:

No sign of any kind shall be erected by an Owner within the properties without the written consent of the Board of Directors. This includes but is not limited to, signs erected on buildings, facing outside from Unit windows, and signs displayed from or affixed to vehicles parked on common element property. The Board of Directors shall have the right to erect signs.

22. PARKING AND GARAGES:

Owners shall park only in their garages or in the driveways serving their Units, or in designated Guest parking spaces when these Owner spaces are full. Owners are not permitted to use Guest parking in place of their own unused driveway or garage. Owners may park in another Owners' driveway only with the consent of that Owners. Designated Guest parking spots in the Condominiums shall be used for Guests, Visitors and Contractors. No vehicles shall be parked so as to impede the flow of traffic or obstruct egress. Vehicles cannot be illegally parked in No Parking zones, on grass areas or blocking driveways. All vehicles must have proper license plates; all residents must have bar codes; visitors must display guest passes. All commercial vehicles > tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers must be parked entirely within a garage, unless otherwise permitted by the Board. No garage may be altered in such a manner that the number of automobiles which may reasonably be parked therein after the alteration is less than the number of automobiles that could have reasonably been parked in the garage as originally constructed.

23. AIR CONDITIONING UNITS:

No window air may be installed in any Unit.

24. LIGHTING:

Except for seasonal Christmas decorative lighting, all exterior lights must be approved in accordance with Article 10 of the Declaration of Condominium of Sea Colony Condominium.

25. RENTAL OR LEASE:

A Unit shall not be leased or rented without the prior written approval of the Association, in accordance with Article 18 of the Declaration of Condominium of Sea Colony. Approval or disapproval shall be given by the Board within thirty (30) days from receipt of all information requested by the Board in connection with the proposed lease. The Board of Directors shall have the right to require that a substantially uniform form of lease be used. No lease shall be made for less than a two (2) consecutive month period. No Unit may be leased more than two (2) times during any one calendar year. In the event that the Board of Directors approves a rental or lease, such approval of a lease shall not release the member from any obligation under this Declaration. Further, such approved lease may not be modified, amended, extended, or assigned, nor may the Unit be sublet to any other party without the Board's prior written consent.

26. FLOOR COVERINGS:

If a Unit Owner wishes to replace carpeting or vinyl flooring with hard surfaced flooring, including but not limited to, tile, marble or wood flooring, such flooring must be approved in advance by the Board of Directors and shall be installed with such padding or other sound proofing underlayment material specified by the Board at its discretion.

27. SAFETY AND SECURITY:

All posted speed limits and stop signs must be obeyed. Any damage to entry/exit gates caused by tailgating or improper ingress or egress will be responsibility of the Owner/lessee or guest.

The foregoing Rules and Regulations are subject to amendment as provided in the Declaration of Condominium of SEA COLONY CONDOMINIUM, and the Bylaws of the Association.

The foregoing Rules and Regulations are designed to make living for all Unit Owners pleasant and comfortable. The restrictions imposed are for the mutual benefit of all. Violations of these Rules are to be reported to the Association who will call the matter to the attention of the violating Unit Owner, lessee or guest for corrective action. Any disagreement over the violation will be reported to the Appeals Committee for subsequent judgment to be upheld or dismissed by the Board of Directors.