

RULES AND REGULATIONS
OF
SEAQUEST CONDOMINIUM ASSOCIATION, INC.
11/10/03

Pursuant to the authority vested by the Declaration of Condominium, the Board of Directors of Seaquest Condominium Association have duly adopted the following rules and regulations:

1. **ENFORCEMENT.** All violations of these rules and regulations shall be reported immediately to a member of the Board of Directors, an Association officer and/or the management agent. Disagreements regarding the proper interpretation and effect of these rules and regulations shall be presented to and determined by the Board of Directors of the Association, whose interpretation of these rules and/or whose remedial action shall be dispositive. In the event that any person, firm or entity subject to these rules and regulations fails to abide by them, as they are interpreted by the Board of Directors of the Association shall be liable to be fined by the Association for each such failure to comply or other violations of these rules and regulations. Such fine, which shall not exceed \$50 for each violation, shall be collected by the Association and shall become part of the common surplus of the Condominium. If the Board of Directors of the Association deems it necessary it may bring action law or in equity, in the name of the Association to enforce these rules and regulations, including provisions herein for fines. In the event any such action is instituted, and reduced in to judgment in favor of the Association, the Association shall in addition be entitled to recover its costs and attorney's fees incurred in enforcing these rules and regulations. Amendment – after being notified of occurrence, owners have 7 days to comply; thereafter, a \$50 fee per day will apply.

2. **USE OF THE COMMON ELEMENTS.** The Common Elements of the Condominium as defined in the declaration are for the exclusive use of the unit owners, and their immediate families, lessees, resident house guests and guests accompanied by a member, and no other person shall be permitted to use the Common Elements unless accompanied by a unit owner or a member of his immediate family, without the prior written consent of the Association. Upon a unit owner's lease of his unit the owner relinquishes all of his rights to use the Common Elements for the duration of the lease. Amendment – no skateboards, bicycle riding nor children playing is permitted in the parking lot.

3. **NOISE.** All noise including without limitation, talking, singing, television, radio, record player, tape recorder, musical instrument, shall be kept at such volume level that said noise is not audible outside of the boundaries of the unit in which it originates.

4. **CHILDREN.** Children under the age 12 shall not play on or about the Common Elements except under reasonable supervision by a responsible adult.

5. **PETS.** No animals of any kind other than one dog, weighing not more than twenty (20) pounds, and/or one cat, aquarium fish or small birds such as canaries and parakeets shall be kept in a unit or allowed upon the Condominium land except by prior written consent of the Board of Directors of the Association. Such consent, if given, shall be revocable by the Board of Directors at any time, and shall automatically expire upon the death or other disposition of the pet. Pets shall be leashed and restrained at all times when on or about the Condominium land. No guest, lessee or invitee shall bring any animal upon the Condominium land. Owners maintaining pets on the Condominium or whose guests, lessees or invitees bring any animal upon the Condominium shall be responsible for and bear the expense of any damage to person or property resulting therefrom. Any such damage shall be determined by the Board of Directors of the Association and collected by the Association. Unit owners shall be specifically responsible for cleaning up all waste left by their pets and to remove excessively noisy pets from the Condominium premises.

6. **OBSTRUCTION.** There shall be no obstruction or cluttering of the Condominium property, including without limitation, sidewalks, driveways, automobile parking spaces, lawns, entrances, stairways, patios or other Common Elements or areas.

7. **DESTRUCTION OF PROPERTY.** There shall be no marking, marring, damaging, destroying or defacing any part of the Condominium land. Members shall be held responsible for and shall bear any expense of such damage caused by said member, his family, guests, lessees and/or invitees.

8. **BALCONIES, WINDOWS AND DOORS.** Nothing shall be dropped, thrown, swept or otherwise expelled from any window, door or balcony. No towels, clothing or other fabric or rugs may be hung from or on any window, door, balcony or terrace. Barbecue grills shall be kept neat and shall be stored within the balcony immediately outside the unit. All loose or movable objects shall be removed from the balconies or terraces upon notice of an approaching hurricane or other inclement weather characterized by conditions of high wind. Balconies, windows and doors shall not be altered from the condition in which originally constructed, including without limitation alteration by painting, screening or installation of reflective materials, unless pursuant to the declaration of the Condominium, Articles of Incorporation, and By-Laws of the Association. For purposes of assessing fines for violation of this rule 8, each day during which this rule is violated shall constitute a separate violation of the rules for which a fine may be levied.

9. **DAMAGE TO COMMON ELEMENTS.** Members shall be responsible for and shall bear any expense of any damage to the Common Elements caused by moving to or removing from their unit household furnishings or other objects, or caused by any other deliveries to or from units by their invitees.

10. **REFUSE.** All refuse, waste, bottles, cans, newspapers, magazines and garbage shall be deposited in the covered sanitary container provided therefore.

11. GUESTS. Unit owners shall notify the Association of the arrival and departure of guests or family members who have permission to use the unit in the owner's absence. No person under eighteen (18) years of age shall occupy a unit unless their parent or the unit owner is also in residence.

12. SIGNS. No sign, nameplate, signal, advertisement or illumination shall be inscribed or exposed on or at any window, door, balcony or terrace without express prior written consent of the Board of Directors. Amendment – Rental Signs or For Sale Signs are to be placed in the proper location out front of development.

13. PARKING. Vehicles shall not be parked as to impede ingress to or egress from other parking spaces, drives, roads or building entryways or parked in unauthorized spaces. Except in the event of emergency, no vehicle maintenance or repairs shall be performed on the Condominium Land. No vehicles shall be washed, polished and/or waxed on the Condominium Land except in such specific area as may from time to time be designated by the Board of Directors for such activity. Only operational vehicles or vehicles of the type described above may be parked on Condominium Land.

14. COMPLIANCE WITH DOCUMENTS. All members, and every lessee, guest or visitor of a member shall comply with all of the terms, conditions, covenants, restrictions and limitations contained in the Declaration of Condominium, the Articles of Incorporation and the By-Laws.

15. RULE CHANGES. The Board of Directors of the Association reserves the right to change or revoke existing rules and regulations and to make such 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 comfort and convenience of members.

16. RENTAL OF UNIT. Unit owners are specifically prohibited from renting or leasing their specific unit for a period of less than two consecutive weeks. Amendment – Rules must be posted in the Condo and also a location of the dumpster, parking spaces available to the Unit.

17. OCCUPANCY. The following maximum limitation is set for occupancy of the units:

- Two bedroom unit – 6 persons
- One bedroom unit – 4 persons

18. MAINTENANCE FEE. The maintenance fee is due the first day of each month. Fees are considered past due if not received by the 5th of the applicable month and a \$10.00 late charge will be assessed.

19. SMOKE DETECTORS AND FIRE EXTINGUISHERS. Each unit is required to have one fire extinguisher and one smoke detector and annually check operation of each.