

RULES AND REGULATIONS
OF
SEAWATCH CONDOMINIUM ASSOCIATION

5/11/2002 (Association Approved)
Changes in Grey print

GENERAL

1. SeaWatch Condominium Association ("Association"), acting through its Executive Board, has adopted the following Regulations ("Regulations"). The Regulations may be amended from time to time by resolution of the Executive Board.

2. Wherever in these Regulations reference is made to "unit owners," such term shall apply to the owner of any unit, to his family, tenants whether or not in residence, servants, employees, agents, visitors, and to any guests, invitees, or licensees of such unit Owner, his family or tenant of such unit owner. Wherever in these Regulations reference is made to the Association, such reference shall include the Association and the Managing agent when the Managing Agent is acting on behalf of the Association.

3. The unit owners shall comply with all the Regulations hereinafter set forth governing the buildings, public halls, terraces, balconies, drives, recreational areas, grounds, parking areas, and any other appurtenances.

4. The Association reserves the right to alter, amend, modify, repeal or revoke these Regulations and any consent or approval given hereunder any time by resolution of the Association or the Executive Board.

5. The Property Management company shall keep a log at its offices as to who has entered the units with any of its key's.

1. All Owners will sign an Unit entry agreement that will spell out exactly what each owner wants in case of emergencies and non-emergency situations.

2. Tenants and Owners will be notified 24 hours in advance if CPM must enter into the unit.

3. Notification of entering of a unit in an emergency situation will take place within 48 hours of the event. E-mail, Postcard or Telephone call will suffice.

RESTRICTIONS ON USE

5. No part of the Condominium shall be used for any purpose except housing and the Common purposes for which the Condominium was designed. Each unit shall be used as a residence for a single family, its servants and guests.

6. There shall be no obstruction of the common elements. Nothing shall be stored on the common elements without the prior consent of the Executive Board except as herein or in the Association Bylaws expressly provided. No public hall shall be decorated or furnished by any unit owner in any manner.

7. Nothing shall be done or kept in any of the common elements which will increase the rate of insurance for the buildings or contents thereof applicable for residential use without the prior written consent of the Executive Board. No waterbeds shall be permitted in any Unit. No owner shall permit anything to be done or kept in his unit or on the common elements which will result in the cancellation of insurance on the buildings or contents thereof or which would be in violation of any public law, ordinance or regulation. No gasoline or other explosive or inflammable material may be kept in any unit or storage area. No waste shall be left in or around the common elements.

8. All garbage and trash must be placed in the proper receptacles designated for refuse collection and no garbage or trash shall be placed elsewhere on the common element (ONLY HOUSEHOLD TRASH IS ALLOWED IN TRASH CHUTES)

9. Except in any recreational areas designated as such by the Executive Board, no playing or lounging shall be permitted, nor shall baby carriages, velocipedes, bicycles, playpens, wagons, toys, **skateboards**, **roller blades** benches, chairs or other articles of personal property be left unattended in the public areas of the building or passageways, parking areas, sidewalks or lawns or elsewhere on the common elements. (Any items left unattended will be picked up by Management at the Owners expense. The items will be placed in the Association storage till the \$25.00 pick up fee is paid.)

10. Each unit owner shall keep his unit in a good state of preservation, repair and cleanliness and shall not sweep or throw or permit to be swept or thrown from there, or from the doors or windows thereof, any dirt or other substance.

11. Nothing shall be done in any unit or on the common elements which may impair the structural integrity of the buildings or which may structurally change the buildings nor shall anything be altered or constructed on or removed from the common elements, except upon the prior written consent of the Executive Board.

12. No obnoxious or offensive activity shall be carried on in any unit or on the common elements, nor shall anything be done therein which may be or become an annoyance or nuisance to the other unit owners or occupants. No unit owner shall make or permit any disturbing noises in the buildings or do or permit anything which will interfere with the rights, comforts or convenience of other unit owners. All unit owners shall keep the volume of any radio, television or musical instrument in their units sufficiently reduced at all times so as to not disturb other unit owners. Despite such reduced volume, no unit owner shall operate or permit to be operated any such devices in a unit between the hours of eleven o'clock p.m. and the following eight o'clock a.m. If such operation shall disturb or annoy other occupants of the buildings.

13. No industry, business, trade, occupation or profession of any kind, commercial religious, educational or otherwise, designed for profit altruism, exploitation or otherwise, shall be conducted, maintained or permitted on any part of the Condominium with exception of telecommunicating that meets limitations described below in this regulation nor shall any "For Sale," "For Rent" or "For Lease" signs or other window displays or advertising be maintained or permitted on any part of the Condominium or in any unit, nor shall any unit be used or rented for transient hotel or motel purposes. The right is reserved by the Declarant and the Executive Board or the Managing Agent, to place, "For Sale," "For Rent" or "For Lease" signs on any unsold or unoccupied units, and the right is hereby given to any Mortgagee who may become the owner of any unit to place such signs on any unit owned by such Mortgagee, but in no event will any sign be larger than one foot by two feet. The Association will allow telecommunicating as long as it does not include any of the following activities:

- Business advertisement of any sort which includes the condominium address and/or telephone number, including yellow page advertisements;
- Business signs or advertisements on windows, doors, the building, or condominium property; or
- Clients visiting the premises.

14. Draperies, curtains, or venetian blinds must be installed by each unit owner on all windows of his unit and must be so maintained thereon at all times.

15. No unit Owner shall cause or permit anything to be hung, displayed or exposed on the exterior of any unit or common elements appurtenant thereto, whether through or upon windows, doors or masonry of such unit. The prohibition herein is intended to include without limitation, towels, laundry, clothing, rugs, signs, awnings, canopies, shutters, radio or television antennas or any other similar items. Under no circumstance shall any television or radio antennas or other similar items be installed by the unit owner beyond the boundaries of his unit. A unit owner may, however, use a central radio or television antenna provided as a part of his unit. No clothes line, clothes rack or any other device may not be used to hang any items on any window nor may such devices be used anywhere on the common elements except in such areas as be specifically designated for such use by the Executive Board. Terraces may not be used as storage areas. No terrace shall be enclosed or covered by a unit owner without prior consent in writing of the Executive Board.

16. No unit shall be used for any unlawful purpose and no unit owner shall do or permit any unlawful act in or upon his unit.

PET RULES

17. Pet Rules: No pets are allowed at the SeaWatch Condominiums. Owners, Owner's Guest and/or Tenants that bring a pet on the premises or in the building will be fined 100.00 per day. (The fine will be assessed to the Owner of the unit which in turn will be passed to the tenant/guest). A person is in violation of this regulation by bringing the pet on the premises or into the building. This rule does not have a warning. Every violation will be fined.

PARKING AND STORAGE

18. All personal property placed in any portion of the buildings or any place appurtenant thereto, including without limitation the storage areas, shall be at the sole risk of the unit owner, and the Association shall in no event be liable for the loss, destruction, theft or damage to such property.

19. Should an employee of the Association at the request of a unit owner move, handle or store any articles in storage areas or remove any articles there from or handle, move, park or drive any automobile placed in the parking areas, then and in every such case, such employee shall be deemed the agent of the unit owner. The Association shall not be liable for any loss, damage or expense that may be suffered or sustained in connection therewith.

20. Unless otherwise authorized by the Association, the parking areas may not be used for any purpose other than parking automobiles. No buses, trucks, trailers, boats, recreational or commercial vehicles shall be parked in the specifically designated for such parking by the Executive Board. All vehicles must have current license plates and be in operating condition. No vehicles shall be parked on the Condominium with conspicuous "For Sale" signs attached.

21. All unit owners shall observe and abide by all parking and traffic regulations as posted by the Association or by municipal authorities. Vehicles parked in violation of any such regulations may be towed away at the unit owner's sole risk and expense. All Unit Owners have two marked spaces only. No visitor spaces are provided.

22. Parking so as to block sidewalks or driveways shall not be permitted. If any vehicle owned or operated by a unit owner, any member of his family, tenants, guests, invitees or licensees shall be illegally parked or abandoned on the Condominium, the Association shall be held harmless by such unit owner for any and all damages or losses that may ensue, and all rights in connection therewith that the owner or driver may have under the provisions of the state or local laws and ordinances are hereby expressly waived. The unit owner shall indemnify the Association against any liability which may be imposed on the Association as a result of such illegal parking or abandonment and any consequences thereof.

ENTRY INTO UNITS

23. The Association or Managing Agent shall not cause a master key system to be used for units in the Condominium; however, each unit owner shall provide to the Association or the Managing Agent a working copy of any keys required to gain entry to any unit. These emergency keys shall be coded in such a way as to prevent identification by unauthorized persons and secured by the Association or Managing Agent in a locked box for use only if entry to such unit is necessitated by the fact or threat of fire, flood or any other condition which may adversely affect the common elements or other units. In no event shall such keys be removed from the locked box and used to facilitate entry to the unit for purposes other than noted above. (\$50 fine per month for not complying with the above rule) Unit owners may provide to the Association or Managing Agent an additional working copy of any key to a unit for casual or non-emergency entry. Such keys shall be similarly coded and secured and released only upon written authorization of the unit owner. No unit owner shall alter any lock or install additional locks, or a knocker, or a bell on any doors of a unit without the prior written consent of the Executive Board.

24. The agents of the Executive Board and any contractor or workman authorized by the Executive Board or the Managing Agent, may enter any room or unit in the building with the written permission of the unit owner at any reasonable hour of the day (except in the case of emergency in which case entry may be immediate and without such permission for the purpose of exercising and discharging their respective powers and responsibilities, including without limitation inspecting such unit for the presence of any vermin, insects, or other pests and for the purpose of taking measures as may be necessary to control or exterminate any such vermin, insects or other pests.

25. Employees and agents of the Association are not authorized to accept packages, keys money (except for Condominium assessments) or articles or any description from or for the benefit of a unit owner. The Association does not assume any responsibility for loss or damage in such cases. Deliveries requiring entrance to a unit owner's unit will not be accepted without a prior written permission of the owner accompanied by a written waiver of all liability in connection with such deliveries.

RECREATIONAL FACILITIES

26. All persons using any of the recreational facilities do so at their own risk and sole responsibility. The Association does not assume responsibility for any occurrence, accident or injury in connection with such use. No unit owner shall make any claim against the Association, its servants, agents, or employees, for or on account of any or damage to life, limb or property sustained as a result of or in connection with any such use of any of the recreational facilities. Each unit owner shall hold the Association from any and all liabilities and any action of whatsoever nature by any tenants, guests, invitees, or licensees of such unit owner growing out of the use of the recreational facilities, except where such loss, injury or damage can be clearly proved to have resulted from and been proximately caused by the direct negligence of the Association or its agents, servants or employees in the operation, care or maintenance of such facilities.

27. Any damage to the buildings, recreational facilities, or other common elements or equipment caused by the unit owner or such unit owners pets shall be repaired at the expense of the owner and subsequent fines levied.

SUSPENSION OF RIGHT TO USE RECREATIONAL FACILITIES

28. In addition to all other rights which the Executive Board has for non-payment of assessments the Executive Board of the Association shall have the right to bar the use by a unit owner or tenant of any recreational or parking facilities for failure to make payment of any assessments or fees due as provided for in the Bylaws or the Condominium.

MOVING

29. Except during initial ninety-day move in period each unit for the original purchasers of their lessees, move-ins and move-outs are restricted to the hours between 9:00 am. and 5:00 p.m., Monday through Friday, excluding holidays.

ASSOCIATION

30. Complaints regarding the management of the Condominium or regarding actions of other unit owners shall be made in writing to the Managing Agent or the Executive Board. No unit owner shall direct, supervise or any manner attempt to assert control over or request favors of any employee of the Managing Agent or the Association.

31. All leases beginning on 11/1/98 must be approved by the Managing Agent as to the persons moving into the units. All lease will have these rules attached and must be signed by the tenant and approved by the President of the Association. The Unit Owner will be assessed a 100.00 fine if not followed.

Please sign: _____