

SEA CLUB OF INDIAN SHORES CONDOMINIUM ASSOCIATION, INC.

RULES AND REGULATIONS

1. **PEACEFUL ENJOYMENT:** No unit owner or resident, or their family, servants, visitors, or licensees shall disturb or annoy other occupants of the Condominium, nor cause or permit to be caused, any unusual or disturbing noise, foul or noxious odors, or any activity which would be disturbing to other occupants of the Condominium.
2. **RESIDENTS AND GUESTS:** The facilities of SEA CLUB are for the use and enjoyment of residents and their guests only. Visitors are permitted to use the facilities only as guests of an owner or a resident who will be responsible for the acts of their guests. By the same token, an owner retains full responsibility for all acts of his renter-residents. Owners or residents should accompany guests to use recreation facilities.
3. **CHILDREN'S ACTIVITIES:** Children are welcome as residents or guests at SEA CLUB of Indian Shores Condominium Association, Inc. The same restrictions that apply to adults shall also apply to children. This prohibits use of the balconies, corridors, elevators, sidewalks, dock or other common elements for bicycling, roller-skating, skateboarding, scooters or other play. It prohibits the use of any of the areas in the building for play, except those so designated as recreational areas, and precludes any other conduct that will interfere with the quiet and comfort of the residents.
4. **SAFETY:** The sidewalks, entrances, corridors and stairways of the Condominiums shall not be obstructed or used for any other purpose than for ingress to and egress from the units. No article shall be placed in any of the corridors, halls or stairways of any building, nor shall the same be obstructed in any manner. BICYCLES, TOYS, AND OTHER RECREATION EQUIPMENT shall not be stored or left unattended in any common areas. Exits shall not be obstructed in any manner.
5. **SPEED LIMITS:** The MAXIMUM SPEED LIMIT on SEA CLUB property is five (5) miles per hour.
6. **TRASH AND GARBAGE:** To provide a healthful environment, no garbage cans, supplies or other articles shall be placed in the corridors, on balconies, or on stairway landings. Exits shall not be obstructed in any manner, and the common elements and the building storage areas shall be kept free and clear of trash, garbage and other unsightly material. In order to eliminate odors and vermin, all garbage and trash must be placed in plastic bags and deposited in dumpsters (not placed on the ground) or down the tower chute. Dumpster lids must be kept

closed. All boxes must be flattened before being placed in dumpsters. The garbage chute in the tower is not to be used between the hours of 10:00 P.M. to 9:00 A.M., to respect quiet time, and to afford the maintenance change out occurring BETWEEN 8:00 a.m. – 9:00 A.M. RESIDENT CONTRACTORS SHALL BE RESPONSIBLE FOR THEIR OWN MATERIAL/DEBRIS REMOVAL FROM SEA CLUB.

No waste is to be disposed of onto the common grounds, including cigars, cigarettes, or drinks, and discarding these items from balconies or windows is expressly prohibited.

7. **INTERFERENCE:** The employees and contractors who are on the property are employed for the purpose of providing for the efficient operation, safety, beautification or maintenance needs of the complex, and therefore are under the sole direction of the Board. No unit owner, resident or guest shall direct, supervise or assert any control over any employee, maintenance person or contractor.

8. **VEHICLE PARKING:**

(a) **PARKING:**

(1) **Allowable Parking:** All allowable parking spaces on SEA CLUB property have been designated as either Handicap or unassigned. The Association shall designate additional spaces for the medically handicapped as may be needed from time to time. Except for such special designations, no space shall be reserved for any particular unit owner or vehicle.

(2) **Unallowable Parking:** There will be no parking permitted in any area not designated for parking except for temporary loading and unloading; the time in these exempted areas is limited to thirty (30) minutes. The exception to the above is loading or unloading of commercial moving vans or trailers; however, these locations can in no way block or hinder fire equipment or emergency vehicles access to hydrants and/or the affected building. Vehicles parked in the "car wash" for purposes other than car washing will be towed away immediately at the vehicle owners expense. No parking space may be used for the storage of boats, trailers, recreational or inoperative vehicles, or for any purpose other than vehicular parking.

(b) **VEHICLE RESTRICTIONS:**

(1) Vehicles that cannot operate under their own power, or are unlicensed or non-registered that are not legally titled to their owner shall not remain on

Condominium premises for more than forty-eight (48) hours. No repair of vehicles, including the changing of oil, shall be made on Condominium premises. Vehicles shall be washed only at the designated "car wash" area on days designated by SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT.

- (2) Only self-propelled vehicles that do not exceed 20 feet in overall length, 7 feet in overall width and 8 feet in overall height are permitted to remain on SEA CLUB premises, except in covered parking.
 - (3) Operators of commercial vehicles, regardless of size, type or use must request, in writing, Board approval to enter and remain on SEA CLUB premises in excess of 8 daylight hours.
9. **TOWING:** Any vehicle illegally parked, not being used to pickup or deliver passengers or goods and/or to service the property or exceeding the thirty (30) minute loading or unloading period, is subject to immediate towing at vehicle owners expense.
 10. **CAR WASH:** The car wash is supplied with fresh water, therefore must be conserved, and is regulated by SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT usage schedules. The car wash is for the sole purpose of washing residents' vehicles only. The washing of boats or commercial or recreational vehicles is prohibited. Cars utilizing the car wash area for parking purposes are subject to tow away at car owner's expense.
 11. **SHUFFLEBOARD COURT:** The shuffleboard court may be used during designated hours, except while being cleaned or serviced; but under no circumstances may the shuffleboard area be used after 10:00 P.M. or before 9:00 A.M. so as to provide "quiet time" for adjacent unit residents. No child under 16 years of age may use the shuffleboard area without a parent or adult in attendance.
 12. **ENTRY TO THE ROOF:** Unit owners, residents, their families, guests, servants, employees, agents or visitors shall not at any time enter upon or attempt to enter upon the roof or power rooms of the Condominium except in the case of a "true" emergency, or prior authorization from the Association Management.
 13. **SEAWALLS:** Diving and/or jumping from the seawalls on SEA CLUB property is absolutely prohibited.
 14. **WILD BIRDS:** The feeding of wild birds anywhere on the premises is strictly prohibited.

15. **DOCK:** The dock and dock are, as well as all other recreational areas, are reserved for exclusive use by SEA CLUB residents and their guests at their own risk during the hours 8:00 A.M. to 10:00 p.m. All residents and their guests in the use of the dock area, either for fishing, boating or observing, shall observe the following rules:

(a) **FISHING:**

- (1) No children under the age of 12 years of age are permitted on the dock, either for fishing or observing, without a parent or responsible adult in attendance.
- (2) For safety reasons, all residents and their guests are encouraged to fish from the dock only, not from the seawall. Absolutely NO loitering or fishing from the seawall is permitted after sundown.
- (3) Bait buckets may be left tied to the dock, but only if they are properly maintained. Unsightly bait buckets left for any excessive period of time, will be destroyed. No bait buckets, or any other item, shall be tied at the seawall at any time.
- (4) Unattended fishing is not permitted at any time. If a person leaves the dock for any period of time, lines must be retrieved.
- (5) The fish-cleaning table must be rinsed and cleaned and the water turned off after each use. All lights are to be turned off.

(b) **BOAT DOCKING:**

- (1) To provide casual docking capabilities for all unit owners, the tie-up positions available on each side of the dock are to be utilized for loading and unloading. These positions are to be occupied for no longer than three (3) hours at a time, unless the opposite position is open and suitable for use.
- (2) In an emergency, an owner or resident may obtain Board permission to dock his boat overnight, but under no circumstances may a boat remain berthed.
- (3) The end of the dock is not a boat docking position, and accordingly, no passageway is provided.

16. **SWIMMING POOL:** The use of the swimming pool is limited to residents and their guests. Owners leasing their unit also assign their pool and other

recreational facilities privileges. All residents and guests are required to observe the following rules in addition to those posted at the pool, to comply with requirements of the public health authorities, the Association insurance, and to ensure the safety and comfort of all concerned.

- (a) **AMBIANCE:** The pool area is for the enjoyment of all residents, during appropriate hours. There shall be no diving, jumping, running, shouting, boisterous games, or reserving tables, chairs or lounges.
- (b) **HOURS:** The pool is open 8:00 A.M. to 10:00 P.M., except during the winter months, starting December 1 until March 31 when the hours observed are 10:00 A.M. to dark. The pool may be used during designated hours, except while being cleaned or serviced. Under no circumstances may the pool area be used after closing each day, or prior to the posted open time, so as to provide "quiet time" for adjacent unit residents, as well as to ensure that single users are not left unobserved in the event of an accident.
- (c) **Maximum Number of Persons:** Health codes limit the number of persons in the pool to no more than twenty at any given time. Please be courteous and limit your time to comply with this during crowded periods such as holidays. Otherwise, we will be forced to close the pool to replenish the required PH balance.
- (d) **LIFEGUARD:** The pool is not guarded and all owners and residents are advised that they and their guests use it at their own risk.
- (e) **SHOWERING:** All bathers having applied any oil or other lotion to their skin or hair must rinse under the shower provided immediately before entering the pool.
- (f) **CHILDREN:** The action and safety of all children is the sole responsibility of the owner, resident and/or parent, whether theirs or those of their guests. No child under 12 years of age may use the pool or be in the pool area without a parent or adult in attendance. No diapered or non-toilet trained infant shall be allowed in the pool at any time.
- (g) **PETS:** No pets are allowed in the pool area, as well as in any other common area, except en route to the pet walk or your vehicle.
- (h) **FOOD AND GLASS:** Food, glass containers and other sharp items in or around the pool area are prohibited.
- (i) **FLOATS AND RAFTS:** Are all prohibited.
- (j) **CHAIRS, LOUNGES AND REFUSE:** Residents and guests are requested to assist in keeping the pool area clean and organized by returning chairs, lounges

and umbrellas to their proper position and to place their refuse in the receptacle provided. Tables, chairs, and lounges may not be removed from the pool deck.

(k) PROPER SWIM WEAR IS REQUIRED.

17. USE OF UNITS:

(a) USE RESTRICTIONS: Residents are reminded of the restrictions upon the use of Condominium property that appear in the Declaration of Condominium, stating, among other things, that a unit may be used only as a "single-family residence," and that no nuisances or illegal activity shall be allowed nor any practice followed that is the source of annoyance to other residents. The maximum number of occupants is two times the number of bedrooms plus two additional people.

(b) HANGING OF OBJECTS: The balconies, porches, terraces shall be used only for the purposes intended and shall not be used for hanging garments or other objects (swimsuits, clothing, rugs, towels). Drying of laundry outside of the occupants apartment is prohibited, except in the laundry room.

(c) FIRE HAZARD: No article shall be stored nor any use made of any part of the Condominium property that will constitute a fire hazard, including the storage or use of inflammable, combustible, or explosive fluids or gases, chemicals, or other substances. Current fire ordinances state that NO fuel may be stored in or transported through a condominium unit, and that outdoor grilling may not occur on the open balcony areas. No regular charcoal grills are to be used at all and no gas grills above the ground level or according to the current Fire Marshall codes.

(d) EQUIPMENT FAILURES AND PROPERTY DESTRUCTION: All Condominium property and physical equipment shall be used only for the purpose intended. These items include, but are not limited to, items such as the swimming pool, chairs, tables, fire extinguishers, sprinkler system, outdoor lighting, retention ponds, fountains, fire alarm systems, etc. Failure of any equipment shall be reported immediately to the condominium management office. If the failure or damage is the result of neglect, misuse or other action by an owner, resident or their guest(s), the report will include the owner or resident's plan for repair or replacement. Each unit owner shall be liable for all damage caused by that owner or his resident, family, guests or contractor on the property by contract or invitation of that owner or his invitees.

(e) NOISE: In order to assure the comfort of all residents, the playing of stereos, radios, television sets and musical instruments must not exceed a reasonable volume AT ANY TIME. Between the hours of 10:00 P.M. and the following 8:00 A.M., all sounds shall be kept at a level that cannot be heard outside of the unit in

which located. All owners, residents and guests shall refrain from any activity that would disturb other residents from outside the unit. It is recommended that social gatherings be moved indoors at quiet time, as the noise from balcony activity carries to the adjacent units. The garbage chute in the tower is not to be used during quiet time.

- (f) **WINDOWS:** This area is subject to sudden rainstorms without warning. In order to avoid water damage to a unit as well as to other parts of the building, occupants are requested to close all windows and doors exposed to the weather whenever no one is in the unit. Failure to close windows will render the unit owner liable for all resulting damage. Window tracks should be kept clean to allow proper flow of water through tracks or weep holes.
- (g) **DECORATION:** No unit owner or resident shall decorate any part of a unit or building so as to change the appearance of the building from the exterior. No unit owner/resident shall permit anything to be hung, displayed or placed on the exterior doors, walls, windows, balconies or porches, or places inside of a unit so as to be visible from the common area without the prior written consent of the Board of Directors. Holiday lights and decorations shall be allowed on the above areas during the appropriate times of the year for a reasonable period of time before and after the respective holiday.
- (h) **INSTALLATIONS:** Only such awnings, blinds, shades and sunscreens shall be used on balconies or windows as have been furnished or approved by the Board. Unit owners are specifically cautioned that their right to make any addition, change, or alteration to the exterior appearance of any portion of the Condominium is subject to the provisions of the Declaration of Condominium. No unit owner may install doors, enclose his balcony or patio area or apply any type of film or covering to the inside or outside of windows or glass doors without the prior written consent of the Board of Directors. Any interior modification that involves electrical or plumbing enhancements may require a building permit in addition to approval of the Board of Directors. Any change to interior structure walls shall require Board approval before the work is done.
- (i) **MAINTENANCE AND REPAIR:** The maintenance and repair of the buildings, common elements and grounds is the responsibility of the Association. Items requiring attention must be promptly reported, in writing, to the Association Management. All unit INTERIOR maintenance and repair work is the responsibility of the owner. No unit owner or resident may do work of any kind on that portion of the building or property that is the Association's responsibility without first obtaining approval of the Board. Repair and maintenance items that are owner's responsibility that are not taken care of promptly will be handled by the Association, with all charges assessed against the unit.

- (j) **PETS:** No cats, dogs, or other pets are to be kept in, on, or about the condominium property except those belonging to owners, or to an authorized occupant of a unit, with the written consent of the owner of that unit. **WEIGHT OF A PET IS LIMITED TO 20 POUNDS MAXIMUM.** In the interest of being courteous neighbors, maintaining pet and human health standards and to comply with city codes, SEA CLUB has adopted the Indian Shores Pet Ordinances, as follows:
- (1) Section 14-31: It is unlawful to allow your pet to become a nuisance by barking excessively, creating disturbances or destroying or damaging lawns, shrubbery, plantings or property of any kind.
 - (2) Section 14-32 states that it is unlawful for a pet owner to allow their animal to run at large, and that the leash must be no longer than eight feet in length.
 - (3) Section 14-35 requires that pet owners remove any excrement generated by the pet on public or private property other than the individually owned property of the pet's owner. The designated area for pet relief is the "pet walk" located to the left of the grounds behind the Tower Building, and not the grounds at large.
 - (4) During such time when pets are housed in a unit, the owner will hold the Association harmless against any and all claims, debts, demands, obligation, costs and expenses which may be sustained by or assessed against the Association and the members of its Board by reason of the acts of such pets committed in or about the Condominium property; and the unit owner will be responsible for the repair of all damage resulting from the acts of such pets.
- (k) **SIGNS:** No signs may be displayed without special permission of the Board of Directors.
- (l) **ANTENNAS:** No radio or television antenna or any wiring for any purpose may be installed on the exterior of a building without the written consent of the Board of Directors.
- (m) **ROLLER SKATING, ROLLER BLADING OR SKATE BOARDING ON THE PREMISES IS PROHIBITED.**
18. **STORAGE:** The personal property of all unit owners and residents shall be stored in their condominium units or in their assigned storage area. Items in the storage areas should be identified with the owner's name and unit number. Items not identified in storage areas not on file with the Association office could

be assumed abandoned property and disposed of by the management. No flammable materials are permitted in storage areas. All items are stored at owner's risk.

19. **PLANTING:** Planting of flowers must be confined to those areas that will not interfere with the lawn and shrub maintenance and must receive their watering from the sprinkler system. No shrubs or trees of any kind shall be planted in, transplanted or removed from the common area(s) without written authorization from the Board of Directors. The Board of Directors shall be responsible for directing disposition of plantings. The Board of Directors reserves the right to remove any planting(s) that are not maintained and/or plantings that interfere with future safety, landscape plans and the overall continuity of the property.
20. **ACCESS TO UNITS:** In order that proper steps and procedures may be taken in the minimum amount of time during an emergency situation or routine pest control service, the Association shall be in possession of a key to the main access door to each unit. In the event an owner has occasion to change the lock to this door, a new key must be provided to the Management.
21. **SOLICITATION:** No peddling or soliciting of any nature or kind is allowed in, on or about the Condominium property. Any owner or resident observing any person peddling or soliciting on the Condominium property shall instruct the individual that he or she is in violation of the rules and also report the incident to Condominium Management or Rental Agent.
22. **LONG-TERM LEASES:** The unit owner assumes total responsibility for maintenance fees, damages due to negligence or misuse and any subsequent fines due to the tenants failure to comply with these Rules and Regulations, the By-Laws, the Declaration of Condominium or other condominium documents, as may be amended from time-to-time.
23. **FINES:** Any unit owner who individually, or whose tenants or guests, fails to comply with these Rules and Regulations, the By-Laws, the Declaration of Condominium or other condominium documents, as may be amended from time-to-time, may be assessed with a fine by the Board of Directors for such failure. The Board will determine all fines. If fined, the individual can request a hearing before a committee of the Board. If the fine stands, payment will be required within seven (7) days. If no payment is received, the Board will turn the matter over to its attorney for legal prosecution. If the Board's position is upheld, all legal fees will be the responsibility of the violator or property owner.
24. **AMENDMENTS AND INFORMATION:** These Rules and Regulations are subject to change, modification or amendment by the Association pursuant to the authority vested in the Board of Directors.

A REFERENCE COPY OF THESE RULES AND REGULATIONS MUST BE AVAILABLE IN ALL RENTAL UNITS.

**Sea Club of Indian Shores
CONDOMINIUM ASSOCIATION, INC.
19725 Gulf Blvd.
Indian Shores, Florida 33785**

POLICY WHEN DEPARTING UNIT FOR MORE THAN 14 DAYS

The Board of Directors has determined that when owners leave their units vacant for long periods of time, many potential problems may arise, which can damage units, the Common Elements, and the Limited Common Elements. Some of these problems can be prevented, or minimized, if all unit owners who vacate their unit for longer than fourteen (14) days take the following actions before departure.

- 1 Set air conditioning or heat to proper temperature (to prevent mold, mildew)
- 2 Remove all furniture and potential projectiles from patios, balconies
- 3 Close hurricane shutters if applicable
- 4 Arrange for person(s) to inspect condo periodically
- 5 Turn off water
- 6 Turn off electric breaker to hot water heater
- 7 Lock all doors and windows
- 8 Take out garbage
- 9 Purchase Insurance for your Condominium

The Board of Directors has also determined that if a unit owner does not comply with all of the above actions, and damage occurs to the Common Elements or Limited Common Elements, the proximate cause of which is found to be the owner's failure to comply with the above action, the owner will be liable for the cost of any necessary repairs to the Common Elements or Limited Common Elements.

ADOPTED BY THE BOARD OF DIRECTORS ON March 16, 2006