# Sea Oats Property Owners' Association, Inc.

800 Sea Oats Drive Juno Beach, Florida 33408 561-624-2956

## REVISIONS TO THE APPROVED RULES & REGULATION DATED MAY 29, 2025

June 1, 2025

Dear Homeowner(s) and Resident(s),

Due to the recent approved, adopted and recorded amendments, the Association has now included these amendments within the Rules and Regulations. We are sending you a revised set of Rules & Regulations for your convenience.

In addition, we have corrected website information, updated the management company for Condo Two, and provided clarity when necessary. It is to be noted that within the Rules & Regulations the Sea Oats Property Owners' Association is referred to as the Association and its Board of Directors is referred to as the Board throughout. When a condominium issue is listed, it is referred to as Condo Association. Pertinent forms and information will be accessible on the Association's website. Other information which is not determined by the Association has been removed.

This updated version of the Rules & Regulations was approved and adopted at the May 29, 2025 meeting by the Board of Directors of the POA. Please retain this updated copy of the Rules & Regulations for future reference.

Very truly yours,

Sea Oats Property Owners' Association, Inc. Board of Directors

# Rules & Regulations Sea Oats of Juno Beach

Approved & Adopted May 29, 2025

DISCRIMINATION OF ANY KIND WILL NOT BE TOLERATED.



# Sea Oats Property Owners' Association, Inc. 800 Sea Oats Drive Juno Beach. Florida 33408

June 16, 2021

#### Dear Homeowner and Resident:

These *Rules & Regulations* were adopted by the Board of Directors (the "Board") of Sea Oats Property Owners' Association, Inc. (the "Association") in accordance with the relevant provisions of the Association's governing documents and the Florida Statutes in an effort to ensure harmony and to fairly address issues that may arise within the community. The Board has the obligation to maintain and preserve the condominium property and uphold the condominium concept; therefore, the Board has updated these *Rules & Regulations* with which all owners, residents, tenants, and guests are required to comply.

A copy of these *Rules & Regulations* has been provided to all current owners, and it will be provided to new owners and lessees during the interview and approval process. <u>Unit owners shall be responsible for informing their residents, guests, and lessees of the requirements contained herein.</u>

The Board also has the obligation to enforce these *Rules & Regulations* and believe that compromise for the common scheme is an essential ingredient in the condominium concept of property ownership. By working together, we as a community, can maintain our standard of living and ensure our property values for years to come.

We encourage all Sea Oats residents to become actively involved in your community.

Very truly yours,

Sea Oats Property Owners' Association, Inc. Board of Directors

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# SEA OATS FORMS AND PERTINENT INFORMATION ARE AVAILABLE ON THE WEBSITE.

# **IMPORTANT CONTACTS**

Emergency	911
Juno Beach Police Department	561-626-2011
Palm Beach County Fire and Rescue	561-838-5420
Town of Juno Beach	561-626-1122
	www.juno-beach.fl.us
Animal Control/Palm Beach County	561-223-1200
	561-223-1234 FAX
Comcast Cable	800-266-2278
Florida Power and Light	561-697-8000
	www.fpl.com
Jupiter Utility Department (Water)	561-741-2609
	www.jupiter.fl.us
Waste Management	772-564-7700
Bayside Exterminating	561-745-9131
Sea Oats Office	561-624-2956
	seaoats.net
POA:	561-781-8030
Coastal Property Management	www.cpmfl.com
Condo One & Condo Two:	561-935-9366
Harbor Management	www.harborfla.com

## **USE OF PROPERTY**

- 1. All units shall be used solely as single-family residences intended for use as a private, temporary or permanent residence.
- 2. Owners, including their lessees and/or guests, shall not permit any nuisance to exist upon their properties so as to be detrimental to any other property or to its owners.
- 3. Units shall not be used in any trade, business, professional or commercial capacity.
- 4. Units shall not be subdivided or separated. Units shall not be altered in any way that compromise the unit's architectural integrity. All modification applications must be submitted to the Association's office for the Board's review and approval/denial at the subsequent meeting of the Board and meeting of the Board of the condominium association associated with such unit. The contractor information, including a copy of the contractor's license and insurance, as well as permit information must be submitted. No work shall be done prior to this process taking place.
- 5. Notwithstanding Article IV, Section 12 of the Declaration of Covenants and Restrictions for Sea Oats Property Owners' Association, Inc. children are permitted to use the Association's recreational facilities. However, children twelve (12) years of age and younger are strongly encouraged to be supervised by a responsible adult when using the Association's recreational facilities.
- 6. Parents shall be responsible for the actions of their children at all times in and about the Condominiums and Association property.
- 7. Guests remaining over one week must be registered with the Association manager. Any guest, excluding family members, staying longer than two weeks when the owner is not living in the unit must go through the Sea Oats interview process and pay the fee.
- 8. Guests whose vehicle(s) require the use of guest parking for over seventy-two (72) hours must be registered with the Association manager to receive the required permit in order to continue to park in guest parking. The parking permit must be displayed on the vehicle's dashboard.
- 9. A fifteen (15) mile-per-hour speed limit shall be observed at all times while driving within the community.
- 10. Swimming, kayaking and other recreational activities in any Sea Oats lakes are prohibited with the exception of catch and release fishing in the rear lake on the first Saturday of each month. No smoking, vaping or use of electronic cigarettes is allowed. The \$5.00 fishing permits can be obtained by contacting the management office.
- 11. No skateboarding allowed on the Association's property.

#### **BUILDINGS**

1. No personal property shall be allowed to remain on front landings or porches of units when not in use. Personal property includes but is not limited to lounge chairs, lawn furniture, umbrellas, trash cans, etc. These items must be stored within a condominium unit or garage.

- 2. Wet towels and/or laundry shall not be hung to dry anywhere outside the unit, including the front landings and porches as well as screened patio enclosures unless otherwise permitted by applicable law.
- 3. Signs, advertisements, notices or other lettering shall not be exhibited, displayed, inscribed, painted or affixed upon any part of the condominium unit, buildings or Association property.
- 4. The exteriors of units, including storm shutters, windows, screens, screen doors, exterior doors and entranceways shall not be painted, decorated or modified in any manner without the express approval of the Board. The style of all screen doors and storm shutters shall be approved by the Board prior to installation. All screen doors and metal hurricane shutters must be ivory or beige color to match the building.
- 5. A copy of a permit from the Town of Juno Beach is required to be given to the Association prior to the commencement of work where permits are otherwise required.
- 6. Windows shall not be tinted with reflective material that could reflect into the neighboring unit.
- 7. Holiday lighting must be UL approved and connected to a GFCI grounded outlet. All lights and decorations shall be removed within thirty (30) days after the holiday has ended.
- 8. Owners are responsible for any damage done to the common area by any resident, guest or lessee in their home and will be assessed for any repairs.
- 9. Occupants shall regulate the volume of noise and music to their neighbors' comfort.
- 10. Except as otherwise deemed permissible by statute or Federal law, no antennas, satellite dishes, aerials or lines, wires or other devices for communication or transmission of current shall be placed on any portion of the common areas, common elements, a condominium building or any property owned by the Association.
- 11. The maintenance person is responsible for services in the common area only. His or her services shall not be requested for personal assistance. Owners, residents, guests and lessees shall not direct, supervise or in any manner attempt to assert control over the Association's employees, contractors or employees of contractors working on behalf of the Association while they are working on the property. All complaints or requests shall be made in writing to the property manager on a form available from the Association's website at seaoats.net.
- 12. Prior to departures in excess of five (5) days, it is recommended that unit owners and/or lessees turn off their main water valve as indicated on the Vacation Checklist. Prior to departure in excess of five (5) days, unit owners and/or lessees must prepare their balconies, terraces, landings for summer storms and/or hurricanes. During hurricanes, entryways and porches should be free of furniture, plants and other objects, unless the area concerned is protected by hurricane shutters. Removal of items applies to pool/spa patio decks. Unit owners should designate a responsible person or firm to care for the unit in the event it suffers hurricane damage. The name and number of the caretaker should be on file with the Association. Any damage incurred by personal items left in the unprotected areas shall be the responsibility of the owner.
- 13. The Condo Association shall maintain a key to all units for pest control and emergency use only. Unit owners and/or occupants will not alter their locks without notifying the *Condo* Association. In any event, upon changing the locks, a duplicate key must be given to the Condo Association immediately. Unit keys are coded and kept under lock. Units with security systems must provide the Condo

Association with the code to arm and disarm the system. If no key is provided, the unit owner shall be held responsible to the Condo Association for damages of Association property if entry is required.

- 14. Waste Management trash containers and recycling bins shall be stored within the unit except on pickup days. Only Waste Management trash containers may be used. Scheduled pickup days are posted at the clubhouse.
- 15. PLEASE NOTE: All yard debris is to be stored in the owner's garage until pick-up day and is not to be left out overnight or over the weekend. No garbage, recycling or yard waste whatsoever shall be put in front of the unit before daylight on trash pick-up day.
- 16. No outdoor cooking grills are permitted on balconies. Propane tanks twenty pounds (20 lbs.) and over are not permitted pursuant to the Palm Beach Fire Code.
- 17. Permissible time for construction activity shall coincide with the relevant provisions of the Town of Juno Beach Code of Ordinances.
- 18. Gasoline-driven electric generators are permitted. Compliance with Palm Beach Fire and Rescue Letter "Generator usage and fuel storage regulations" is mandatory. A copy of this letter is available on the website.
- 19. All garden hoses shall be stored neatly when not in use on a hose holder or a free-standing container for coiled hoses.
- 20. Any unit owner may display one portable, removable United States flag in a respectful way.
- 21. A religious object not to exceed 6 inches high x 1.5 inches deep x 3 inches wide may be affixed on a mantel or frame of the door of a unit (Section 718.113(6).

## **CLUBHOUSE**

- **1.`General Information:** These rules and regulations have been adopted and approved by the Board of the Association. They are designed to define the rights, privileges and obligations of Sea Oats owners, their respective family members, guests or lessees and to protect the clubhouse facilities. Further, they have been formulated to acquaint residents with the proper utilization of the Sea Oats clubhouse. These rules and regulations may be amended or augmented from time to time by the Board to better serve the community. Their enforcement will rest with the Board. It is the responsibility of those using the facilities to know the rules and regulations and to cooperate in their enforcement.
- 1. Facility Privileges: Facility privileges are granted to all owners in good standing and lessees with owner's permission as amended from time to time.
- 2. Guest and Relatives of Owners or Lessees: All guests must be accompanied by an owner or lessee or individuals permanently occupying the unit with the owner or lessee thereof. See section 6 for additional detail.
- 3. Transfer of Privileges to Tenant(s): Any owner who leases their property transfers his/her right of enjoyment of the recreational area to his/her tenant(s). The owner's privileges will be suspended during the period specified in the lease agreement. As per page 3 of Sea Oats Rules and Regulations under BUILDINGS #3, "Owners are responsible for any damage done to the common areas by any resident, quest or lessee in their home and will be assessed for any repairs."

**4. Hours of Operation:** The Board sets the hours of operation and these hours may change without notice. Anyone on the property after hours constitutes trespassing which is enforceable by the local authorities. The clubhouse hours are between 9:00 AM to 5:00 PM 7 days a week. In cases of reserved private events and/or community functions, the clubhouse must be vacated by 11:00 PM.

#### 5. Clubhouse Facilities General:

- a. Parents <u>must accompany and</u> be responsible for the conduct of their minor and their minor's guests at all times.
- b. Owners, lessees and accompanied guests use all clubhouse facilities at their own risk.
- c. Owners, lessees and accompanied quests shall conduct themselves in an orderly fashion.
- d. Owners who have a concern and/or suggestion should bring it to the attention of the management office at 561-624-2956 during normal business hours.
- e. Proper attire is to be worn at all times in accordance with acceptable practice for the particular area of the facilities being used. At a minimum, footwear and cover ups are required. The wearing of wet bathing suits is not allowed in the clubhouse.
- f. Owners/Lessees using the clubhouse facilities are responsible for turning off the television, lights and ceiling fans and locking the restrooms after each use.
- g. Owners/Lessees using the clubhouse facilities are responsible for leaving it neat and clean after each use including the refrigerator, microwave and sink areas.
- h. No personal audio devices are allowed *publicly* in the clubhouse without the use of a headset unless the room is reserved for a private function.
- i. Unauthorized persons shall not tamper with or adjust the heating and air conditioning systems.
- j. All bicycles are to be parked in the bicycle rack.
- k. Subscriptions, solicitations, petitions or notices which do not concern or benefit the owner's or Association's affairs shall not be distributed or posted in the clubhouse facility. All posted notices that conform to the Association's Rules and Regulations can be posted on the bulletin board outside of the clubhouse.
- I. No person shall engage in any activity in the clubhouse which is deemed to be hazardous or dangerous as determined by the Board.
- m. No smoking, vaping or use of electronic cigarettes is allowed in the clubhouse at any time.
- n. Firearms and all other weapons of any kind are prohibited in the clubhouse.
- o. Sleeping in the clubhouse is prohibited.
- p. The clubhouse cannot be used to conduct any commercial business activity.
- q. The cost of repairing or replacing any Association property that is damaged, broken or removed by an owner, lessee, family member, licensee, invitee or guest thereof shall be charged to the Owner.
- r. Animals are not permitted in the clubhouse except for certified service animals. No animal is allowed on the furniture.
- s. Parking shall be in designated area only.
- t. Personal property should not be left unattended. The Association is not responsible for lost or stolen property.
- u. No personal food or drink items are to be stored in the clubhouse refrigerator.
- v. No personal property shall be stored within the Association's clubhouse as determined by the POA Board.
- w. Use of the clubhouse will be in compliance with the local fire regulations as posted: Dining 35 and auditorium 60 seating.

#### 6. Use of the Clubhouse Facilities for Scheduled Events:

a. The clubhouse facilities may be reserved for the exclusive use of an owner, lessee and their guests for a party or other authorized event subject to these Rules and Regulations.

- b. It is the intent of the Association to offer the clubhouse facilities to the residents as an included benefit of the condominium association membership.
- c. Acceptance of a reservation on a first come first served basis shall be based upon approval of the POA Board which has the right to refuse the application. The clubhouse shall not be used for the purpose of advertising, soliciting a customer base, for profit-making purposes, service organization meetings, or outside social clubs. The clubhouse may not be reserved for a nonproperty owner other than a lessee with owner's permission.
- d. All Board meetings and association community functions shall take precedence over all other activities.
- e. Reserved use for association community functions sponsored by the Board and other community social events will have notices to all residents of the function date and time.
- f. Non-posted community events or meetings shall be deemed a private event requiring the reservation of the Association's clubhouse pursuant to these Rules and Regulations.
- g. "Private parties" by Owners: The clubhouse may be reserved on an exclusive basis for approved special occasions and the entertainment of family and friends. Those who wish to schedule a "private party" may use the clubhouse for a nominal fee in accordance with the indemnification provisions set forth in these Rules and Regulations.
- h. "Private Parties" by Lessees: The clubhouse may be reserved on an exclusive basis for approved special occasions and entertainment of family and friends with owner's permission. Those who wish to schedule a "private party" may use the clubhouse for a nominal fee in accordance with the indemnification provision set forth in these Rules and Regulations.
- i. A \$100.00 rental fee will be charged for private use of clubhouse. A check is to be made out to the Association for the rental fee which covers the maintenance charges for minimal set-up, cleaning and housekeeping after events.
- j. To protect the Association, renters must provide a copy of their homeowner's policy or a special events policy covering up to \$50,000 for property damage or replacement. In addition, proof of the license and insurance for outside vendors hired for a "private party" must be attached to completed rental form.
- k. It is recommended that all food and beverages be in non-breakable containers.

#### 7. Disciplinary Actions:

Any infraction of these Rules and Regulations brought to the attention of the Association's property management company or the Board may result in disciplinary action including, without limitation, the imposition of fines and/or suspension of the right to use the clubhouse and/or other common area facilities, and/or such other action available to the Association in enforcement of the Rules and Regulations.

#### 8. Indemnification:

Owner/Lessee agrees to defend, indemnify and hold harmless Sea Oats Property Owners' Association, Inc., Sea Oats of Juno Beach Condominium Association, Inc. and Sea Oats of Juno Beach Condominium Two Association, Inc. and their officers, directors, members, contractors, agents and employees from and against any suit, claim, loss, cost, expense or cause of action arising out of, or in connection or conjunction with, the utilization of the clubhouse facilities, or the areas in proximity to the clubhouse facilities, by the Owner/Lessee and their guests, licensees and invitees pursuant to this Agreement. Such indemnity shall include, without limitation, any attorneys' fees incurred by any indemnified party. This paragraph regarding the Owner's/Lessee's obligation to defend, indemnify and hold harmless shall survive the expiration of this Agreement.

#### **POOL AND POOL AREA**

- 1. PERSONS USING THE POOL DO SO AT THEIR OWN RISK. DIVING OR JUMPING INTO THE POOL IS PROHIBITED.
- 2. The pool and the pool area are designated no smoking/vaping areas.

- 3. The pool is for the exclusive use of unit owners, residents, lessees and their registered guests. Unaccompanied guests shall not be allowed to use the pool.
- 4. No cut-offs or jeans shall be worn in the pools; only appropriate bathing attire may be worn.
- 5. Pool articles, including without limitation toys, balls, floats/rafts, etc. are not permitted in the pool except those attached to a bather's body for swimming assistance and pool noodles.
- 6. Running or ball games are not permitted in the pool or within the pool area.
- 7. Two (2) keys for each unit shall be provided for access to the recreational facilities and restrooms. In the event a recreational key need to be replaced, the first replacement shall cost \$200.00; the second replacement key shall cost \$400.00.
- 8. Notwithstanding Article IV, Section 12 of the Declaration of Covenants and Restrictions for Sea Oats Property Owners' Association, Inc., children are permitted to use the Association's recreational facilities. However, children twelve (12) years of age and younger are strongly encouraged to be supervised by a responsible adult when using the Association's recreational facilities.
- 9. Persons not toilet trained are not permitted in the pool without special "swim diapers" or snug fitting plastic pants over the diaper. Bathing suits are to be worn over the plastic pants.
- 10. Except for wheeled vehicles used for handicap mobility (i.e.: wheelchair), no wheeled vehicles, including but not limited to bicycles, tricycles, roller blades, skates, skateboards, and golf carts, are permitted in the pool area.
- 11. Pets, electrical appliances, boom boxes and gum are prohibited in the pool area.
- 12. GLASS BOTTLES, CUPS, BOWLS AND OTHER GLASSWARE IS PROHIBITED IN THE POOL AREA. In the event prohibited glass items are brought into the pool area and break, the unit owner responsible for such item will be responsible for all damages caused thereby, including without limitation, the cost and expenses to drain, clean and refill the pool.
- 13. Lounges are for the use of all persons using the pool area and may not be reserved. *Please sit on a towel when using chairs and lounges.* Furniture shall not be taken from the pool area. Please close the umbrellas when you are leaving the pool area.
- 14. No food and drinks are allowed in the pool or within four (4) feet of the pool. Food and drink shall be consumed ONLY AT THE TABLES. Plastic cups, aluminum cans, other disposable drinking containers, and garbage must be deposited in the trash receptacles located at the clubhouse.
- 15. Persons with open cuts/sores, band aids or bandages are not permitted to use the pool.
- 16. Shower before entering the pool to remove suntan oils and lotions.
- 17. Pool capacity is limited to twenty-three (23) persons.
- 18. Pool area usage is limited to daylight hours only, from dawn to dusk. THE BOARD EXPRESSLY FORBIDS USE OF THE POOL AREA AFTER HOURS. THOSE WHO SEE TRESPASSERS IN THE POOL AREA ARE ENCOURAGED TO CONTACT THE JUNO BEACH POLICE DEPARTMENT.
- 19. In an effort to conserve air conditioning and electricity, the restroom doors shall remain completely closed at all times except when in use for reasonable ingress and egress.

#### RECREATIONAL COURTS

- 1. The courts are designated no smoking or vaping areas.
- 2. Courts are for the sole use of unit owners, approved lessees and their guests. Guests must be accompanied by the unit owner, approved lessee.
- 3. Proper attire is required. Shirts and tennis shoes must be worn.
- 4. Play time is 8:00 AM to dark. Keep voices low and to a minimum in the early hours.
- 5. Limit play time if someone is waiting; reasonably this would be 1.5 hours for doubles and 1 hour for singles.
- 6. Wait for play to stop when entering courts. Do not walk past players while a game is in progress.
- 7. Jumping over nets is prohibited.
- 8. Association tournaments and/or scheduled events for unit owners and approved lessees must be scheduled by the Association Manager and take precedence over individual play.

- 9. No glass, food or drink (other than water), pets, roller-skates, skate boards, bicycles, toys, battery operated radios and other audio devices are allowed on the court surface or within the fenced court area.
- 10. Close gates during play and when you depart.
- 11. Dispose of any trash in proper containers.
- 12. Do not park in the driveways or block the ingress and egress to any area of any unit.
- 13. Do not park on grass area.

#### **PARKING AND VEHICLES**

- 1. All residents must park their vehicles within their own garages and on their private driveways. Residents shall not park in guest parking areas. Residents with more vehicles than can be accommodated in the authorized parking area shall park vehicles off site or make arrangements with seasonal Sea Oats owners to use their garages or driveways. Unit owners and guests who park in another unit owner's driveway shall have written permission on file with the Association.
- 2. Vehicles shall not be parked on any roadway overnight.
- 3. All designated parking spaces for guests shall be used by guests only. Guests whose vehicle(s) require the use of guest parking for over seventy-two (72) hours must be registered with the Association manager to receive the required permit in order to continue to park in guest parking. The parking permit must be displayed on the vehicle's dashboard. A guest's vehicle shall not be parked in the guest parking area for greater than two (2) weeks.
- 4. Owners, lessees and/or guests shall be prohibited from parking on the lawns and in front of the entrances to property within the cul-de-sacs.
- 5. No vehicle which cannot operate under its own power shall remain on Association property for more than twelve (12) hours.
- 6. No repairs of vehicles, except for emergency repairs, shall be made on Association property.
- 7. The following vehicles used for personal transportation and that do not exceed a length of 21.5 feet and height of 8 feet from top of vehicle to pavement shall be allowed to park within appropriate areas of the community: cars, sport utility vehicles, and family style vans.
- 8. Passenger pick-up trucks and commercial vehicles shall only be permitted to park within the owner's garage with the garage door closed (except when a vehicle is entering or exiting the garage).
- 9. The following vehicles are <u>prohibited</u> from parking within the community at any time: boats, boat trailers, campers, and recreational vehicles.
- 10. The following vehicles shall be allowed to park on Association property during regular business hours only – 7:00 AM to 6:00 PM Monday – Friday; 9:00 AM to 5:30 PM on Saturday; and not allowed on Sunday: commercial trucks and other commercial vehicles; service and delivery vehicles; and maintenance vehicles.
- 11. Loud music or broadcasts from vehicles with windows down constitutes a nuisance violation and shall not be allowed.

- 12. The following vehicle shall be driven on roadways only and shall be kept in respective owners' garages: Motorcycles, golf carts, motor scooters and motor bikes; and bicycles and tricycles. Golf carts must be operated by an adult.
- 13. Car washing shall only be done in the owner's driveway. A spring-loaded nozzle is recommended to limit water usage. South Florida Water Management guidelines shall be followed.
- 14. Parking violations shall be addressed in the following manner: A sticker shall be applied to a windshield for a first violation; a letter of warning for a second violation will explain the towing procedure; and a third violation will result in a car's being towed at the owner's expense. Subsequent violations by the same owner/lessee will result in a \$100.00 fine per day up to ten (10) days.

## <u>PETS</u>

- 1. Only one (1) domestic dog or cat may be kept or harbored in a unit at any time so long as said pet does not exceed thirty (30) pounds in weight at maturity. Mynah birds, parrots *and reptiles* are not permitted.
- 2. All pets shall be registered by name with accompanying photo which registration shall provide the type of pet, breed, color, age and weight. The registration shall become part of the unit owner's file. No other pet shall be permitted on the premises.
- 3. Pet owners agree that the pet will not disturb the rights, comforts, and convenience of other residents. This applies whether the pet is inside or outside of the resident's unit. Aggressive pets will not be tolerated.
- 4. The pet shall not be tied anywhere on the property including walkways, parking lots, grassy areas or any other area within the complex. The pet shall not be allowed access to balconies, patios, decks or screened porches when owner is not at home.
- 5. Pets shall not be allowed in the swimming pool area, the office, clubhouse or other recreational facilities.
- 6. When pets, both dogs and cats, are outside an owner's residence, they shall be walked on a leash not to exceed six (6) feet in length.
- 7. Residents shall be responsible for the immediate removal of pet waste. Residents who fail to clean up after their pets shall be fined. Pets will not be walked within 10 feet of buildings for hygiene and privacy issues.
- 8. Lessees and guests who bring a pet onto the property shall abide by the same rules as the unit owner.
- 9. If a pet owner violates any rule or provision of this pet policy, the pet owner shall, at the Association's option and upon written notice, immediately and permanently remove the pet from the premises. If the pet owner refuses to remove the pet, the Association shall commence legal process. If the violator is a lessee who refuses to remove the pet, the Association shall notify the unit owner of the lessee's infraction and request eviction procedures to begin. All attorney fees will be the responsibility of the unit owner for the violation.

#### **LANDSCAPING**

- 1. No owner or occupant shall plant or maintain shrubs, bushes, and plants or otherwise landscape any portion of the property unless written permission is first obtained by the Association. Removal of unauthorized landscaping shall be at the owner's expense.
- Requests for attention to all landscape issues shall be submitted in writing to the Association's
  manager using the Landscape Action Request Form, which is available at the clubhouse and may be
  downloaded and printed from the Association's website at seaoats.net.
- 3. Please do not disturb the soil in any area within the community. Digging may compromise the irrigation system, as well as water and utility lines. If damages occur, repairs will be made at the owner's expense.
- 4. Any alteration of the irrigation system is prohibited.
- 5. The Association shall maintain trimming of plant materials on limited common areas of walkways leading to the front entrances of the pool villas and walkways between units B & C of the 8-plex buildings.

## **ARCHITECTURAL MODIFICATIONS**

- 1. No owner or occupant shall make any modifications to the EXTERNAL APPEARANCE of the community without written permission from the Association.
- 2. The external appearance of the community, as seen from the road, has been maintained in a consistent manner. The appearance is that of a professionally planned community with buildings, doors, windows, driveways, sidewalks, stairs, walls, roofs, etc. conforming to the architectural plan as laid out in the Association's governing documents.
- 3. In those areas which are not readily seen from the road, some personalization has taken place in the past. Such things as edging around plant beds, glass doors on patios, patio tiles and paving at patio doors have been added to various units; however, modifications of this type may not be made without prior written authorization from the Association.
- 4. All requests for architectural modifications shall be submitted to the Association's manager. The request will be forwarded to the Architectural Review Committee (ARC) for review and then to the Board for action. The maximum days for an approved modification to be completed are 30 days from the receipt of the approval letter from the Board. All applications shall be submitted on the prescribed modification request form and addendum.
- 5. Edging shall be natural color concrete, scalloped or barrel shaped. Black rubberized edging may be used only in limited common areas.
- 6. Tiling of entryway steps and landings to second-floor 8-plex units shall use common red brick pavers approximately 4 inches x 8 inches x 0.5 inches thick. Installation shall be a basket weave pattern on landings and steps with a vertical soldier course on risers. Float landings and steps to pitch drainage away from doors and down steps. Tiling for pool villas may be 3 inches x 6 inches x 5- or 6-inches x 0.5 common red brick pavers.

- 7. Installation of pavers on common element, primarily to restrict rain and irrigation water from splashing into ground-floor units, shall be approximately 12 inches x 12 inches x .75 inches. These may extend along the length and width of the patio and not more than 12 inches away from the patio. Installed pavers shall not restrict normal maintenance nor restrict passage of mowers, etc. Pavers may be terra cotta or natural color concrete.
- 8. Screen and storm doors are permitted on front entry doors. Required color is ivory or beige to match the building color.
- 9. The color of all garage doors shall be brown, as built.

## **SALE OR LEASE OF UNITS**

- 1. Owners have an affirmative duty to keep the *Condo & Property Owners*' Associations fully advised of any and all changes in occupancy for the purposes of facilitating the management of the Sea Oats membership records.
- 2. Any owner who acquires title to a dwelling unit after the date of May 19, 2025 may not rent or lease the dwelling unit for at least two (2) years from the date of acquiring title.
- 3. All sales or leasing of units shall be reviewed by respective condominium association and the Association. Tenant Evaluation's website is www.TenantEV.com.
- 4. At least 20 days prior to the closing date or lease commencement, all unit owners intending to sell or lease their unit shall give written notice to both the Association and the Condo Association together with a copy of the contract for sale or lease agreement.
- 5. No subletting or assignment of any lease rights by any tenant is allowed.
- 6. A Sea Oats FAQs for prospective buyers or lessee is available on the Sea Oats website at <a href="mailto:seaoats.net">seaoats.net</a> or from the Association's manager.
- 7. Upon receipt of the aforementioned documents and subject to these *Rules & Regulations*, the Association shall within ten (10) business days issue a certificate evidencing the Association's approval of the sale or lease after the new resident orientation has transpired.
- 8. The prospective lessee(s) or purchaser(s) shall be required to sign a copy of the orientation form, acknowledging that he, she or they agree(s) to take title or possession of the unit subject to these *Rules & Regulations* and abide by them. The Association shall retain one signed copy in the unit owner's file and furnish one copy to the Condo Association.
- 9. In the event of a sale of a unit, the new owner shall provide the Association a copy of the recorded deed indicating the unit owner's mailing address to be used for official Association mailings.
- 10. In the event any unit is delinquent in paying any assessment, and/or the unit owner or his/her family, guest, agents, licensees or invitees are in noncompliance with any provision of the Declaration of Covenants and Restrictions for Sea Oats Property Owners' Association, Inc. or these Rules & Regulations, the Association has the authority to disapprove of any sale or to disapprove of and to void any lease at any time prior to or during leasehold tenancy until any delinquent assessment is paid and/or any violation of any provision of said Declaration of Covenants and Restrictions for Sea Oats Property Owners' Association, Inc. or Rules & Regulations is corrected.

- 11. All leases must be in writing and shall provide for a term not less than three (3) months. A unit shall not be leased more than once in a twelve (12) month period measured from the commencement date of the lease. All leases shall provide that the lease is subject to the terms and provisions of the Declaration of Covenants and Restrictions for Sea Oats Property Owners' Association, Inc. and that any failure to comply shall be a material breach of the lease agreement.
- 12. A unit owner entering into a lease agreement automatically delegates his right to use and enjoy the common area and facilities to his/her lessee, and in so doing, said unit owner relinquishes said rights during the terms of the lease agreement.
- 13. Unit owners who do not lease their unit but who allow family members or friends to occupy it for a period of a week or more shall notify the Association's manager of the names of the occupants, number of cars that will be parked there and information regarding any pet. All individuals who occupy a residence in Sea Oats, whether lessees, friends or family members, shall comply with the same Declaration of Covenants and Restrictions for Sea Oats Property Owners' Association, Inc. and these *Rules & Regulations* as unit owners. The same sanctions and violations may be imposed.

## COMPLAINTS AND ENFORCEMENT

- 1. All Sea Oats residents and their guests shall abide by every rule and regulation promulgated from time to time by the Association's Board. If after receipt of written notice by the Association of continuing violation(s) of a written restriction and the owner does not correct said violation, the Association may impose a \$100 fine which shall be deposited into the general maintenance account.
- 2. Should the Association be required to seek enforcement of any provision of the "Declaration of Covenants & Restrictions" for Sea Oats and the *Rules and Regulations*, then, and in the event the offending owner, the owner's family, guest, invitees, or lessees (as may be applicable) shall be liable to the Association for all costs incurred in the enforcement action, including reasonable attorney fees, whether incurred in trial or appellate proceedings or otherwise.
- 3. Any owner wishing to file a complaint or suggestion shall do so in writing so that the Association's entire Board may rule on such complaint or suggestion. All correspondence should be submitted to the Association's manager and signed by the person submitting it.
- 4. Complaints made by phone or in person shall not be addressed. Only those written and signed will be acknowledged.
- 5. A complaint form may be downloaded from the Sea Oats website at seaoats.net.