

RULES AND REGULATIONS

SEA FARE RESIDENCES

These Rules and Regulations are adopted for the benefit of owners of Units at Sea Fare Residence Condominiums (the "Condominium"). They are also intended to protect and enhance the value of all property at the Condominium. They are not designed to unduly interfere with, restrict, or burden the use of property.

All residents and guests are expected to abide by these rules that are meant to supplement the provisions of the Public Offering Statement and Condominium Declaration for the Condominium.

The term "Association" as used in these Rules and Regulations may take the meaning of the Condominium Association as a whole or The Executive Board and Officers (as such Officers are duly elected) as the case may be.

1. **GENERAL.** Nothing shall be done or kept in any Unit, Limited Common Area or Common Area that will increase the rate of insurance of the Condominium. No Unit Owner shall permit anything to be done, or kept which will result in the cancellation of insurance on the Condominium, or which would be in violation of any law. No waste shall be committed in the Limited Common Areas or Common Areas. No use shall be made of the Common Elements other than the uses permitted in the Public Offering Statement, the Declaration or by the Association.

2. **ADDITIONS TO EXTERIOR OF THE BUILDING AND COMMON ELEMENTS.** Changes or fixtures affecting the appearance of the exterior of any building, such as, without limitation, skylights, chimneys, television antennas, Direct TV dishes or other satellite antennas, decorations, awnings, signs, sun shades, air conditioning equipment, fans, screens and enclosures, statues, urns, animal facsimiles, fences, clothes lines, vegetable or flower gardens and/or landscaping, (outside the Limited Common Yard areas as defined in the Declaration and Plats and Plans but expressly within such Limited Common Area Yards in such fashion as to meet safety, aesthetic, and maintenance standards as established by the Association from time to time) or the like shall be made only with the written consent of the Association.

No part of the common areas and facilities of the Condominium shall be decorated or furnished by a Unit Owner or Tenant in any manner, nor shall the exterior surface of any entrance door to a Unit be painted or otherwise decorated in any manner, except with the prior written approval of the Association and in accordance with the provisions of the Condominium Documents.

3. NOISE. Owners, guests and lessees will be expected to reduce noise levels after 10:00 p.m. so that neighbors are not disturbed. At no time are musical instruments, radios or television to be so loud as to become a nuisance.

4. OUTDOOR EQUIPMENT AND CHILDREN'S PLAYTHINGS. Lawn furniture, bicycles, children's wheeled vehicles and toys, recreational/athletic equipment of any type, sporting goods and other personal articles and equipment shall not be left or stored outside the Unit, except for appropriate seasonal use furniture, which when used outside, shall be maintained and located on the deck only or within the designated Limited Common Element Yards as set forth in the Declaration and Plats and Plans and in such fashion as to meet safety and aesthetic standards as established by the Association from time to time.

5. OUTDOOR GRILL. The use of outdoor cooking grills within five (5) feet of a unit is prohibited. Storage of any type of grill outside of the unit is prohibited except on the deck or patio. When in use outside, cooking grills shall be maintained and used in such a fashion as to meet the safety and aesthetic standards established by the Association, from time to time.

6. CLOTHES LINES. No clothing, linens or similar materials shall be hung or otherwise left or placed in or on the Common Areas, Limited Common Areas, and Facilities.

7. STORAGE. Except for storage in the storage areas and/or garages deeded as part of a unit, or in other areas as may be designated by the Association, there shall be no storing or parking of the baby carriages, playpens, bicycles, wagons, toys, vehicles, trailers, tools, benches, chairs, or other items in any part of the common areas and facilities.

8. FLAMMABLES STORAGE. No Unit Owner or occupant or any of his agents, lessees, or visitors shall at any time bring into or keep in his or her Unit or the common areas any flammable, combustible or explosive fluid, material, chemical, or substance, except that such lighting and cleaning fluids as are customary for residential use may be kept in units.

9. IMPROVEMENTS TO COMMON AREAS AND FACILITIES.

Improvements to and landscaping of the Common Areas and Facilities shall be done only by the Association, or in such cases as written permission of the Association has been obtained. In the event Unit Owners are permitted to add plants to the foundation areas of their units by the express written authorization of the Association, the maintenance of the added plantings shall be the responsibility of the Unit Owner. In the event Unit owners plant, landscape or otherwise improve the Limited Common Area Yards as defined on the Plats and Plans and as set forth in Article III of the Declaration, the Unit Owners shall be solely responsible for the maintenance, trimming, replacement care and any other expense relating to such plantings, landscaping or improvement. The

Association has rights to approve size, appearance, height and other reasonable restrictions including purely aesthetic restrictions regarding any such improvements..

10. IMPROPER USE OF COMMON AREAS AND FACILITIES. There shall be no use of the Limited Common Areas or Common Areas and Facilities, which injures or scars them or the plantings thereon, increases the maintenance thereof, or causes embarrassment, disturbance of annoyance to the owners in the enjoyment of the Condominium. There shall be no obstruction of the common areas and facilities without the proper consent of the Association except as expressly permitted in the Public Offering Statement, in the Declaration or in these Rules and Regulations.

No unauthorized person, including Unit Owners, shall be permitted on the roof of the condominium buildings.

There shall be no fire pits or open fires, except in those areas, if any, which are approved for such use in writing by the Association. Under no circumstances may a fire of any kind (excluding barbecue grills) be lighted or maintained and under no circumstances may a person do or permit anything within the Condominium which would be in violation of any regulation of the local Fire Department or fire law, ordinance, rule or regulation pertaining to the same, which now exists or is hereafter promulgated by any public authority.

11. HOUSEHOLD PETS.

a. Any Unit Owner or occupant desiring to bring a pet into the community must register the pet with management. Such registration shall include a copy of this regulation signed by the Unit Owner or occupant and a member of the Board of Association. A copy of the registration shall be placed in the minutes of the Board meeting following the signing.

b. No dog shall be allowed in or on the Common Areas or Limited Common Areas unless it is on a leash held by the Unit Owner, occupant or other responsible individual.

c. No pet shall be tied to any Common Area or Limited Common Area at any time.

d. The dog's owner shall immediately properly dispose of the defecation by a dog on any Common Area or Limited Common Area.

e. The repair of any damage caused by a pet, including but not limited to staining of grass and shrubs, shall be the responsibility of the Owner of the Unit in which the pet lives. The Association is authorized, in its sole discretion, to repair to their satisfaction any such damage not repaired by the responsible Unit Owner, and the owner of the unit in which the pet lives shall be assessed the cost of such repair.

f. Any repeated disturbance caused by a pet shall be cause for the pet's removal from the premises, by vote of the Association recorded in the minutes.

g. All dogs shall have rabies and distemper vaccinations annually, proof of which shall be provided to management.

h. Each owner shall hold the Association and each of the other Unit Owners and their respective agents and employees harmless against loss, liability, damage or expense for any actions of his or her pet(s) within the Condominium.

12. **DRIVEWAYS AND PARKING AREAS.** Owners and their tenants shall be responsible to see that neither they nor their guests interfere with the right of other Owners and their tenants to the appropriate use of driveways and parking areas. With the exception of changing a flat tire, or cleaning, washing and/or waxing a vehicle, no type of vehicle maintenance is permitted within the confines of the Condominium. Use of the parking spaces and/or driveways for purposes other than parking (e.g. storage of furniture, automotive repair, maintenance, furniture refinishing, etc.) is prohibited.

13. **VEHICLES.** Only cars and light trucks are permitted to park overnight in the common parking or driveway areas.

No recreational vehicles (campers, boats, motor homes, etc.) or commercial vehicles will be allowed to park overnight except with the express written authorization of the Board of Association. When such permission is granted, the permitted vehicle must be parked in the common parking area and shall not be used as living quarters.

All vehicles within the confines of the Condominium must be in operable conditions and have current license plates and inspection sticker (if required). Any vehicle not in conformance with the above may be moved or removed by the Association, without notice and at the expense of the owner.

Under no circumstances are vehicles permitted on other than designated paved area of the Condominium without the express written authorization of the Association or its Designated Agent. At no time shall a parked vehicle block the access area in front of a walkway. No vehicle shall be parked so as to block access to any roadway or parking area. No overnight parking on the roadway is allowed. Violation may result in a per-occurrence fine imposed by the Association.

14. **SNOW REMOVAL.** During snow removal times, residents shall cooperate with the snow-removal contractor by moving their vehicles when requested to do so. Vehicles may, from time to time, be ordered removed from parking areas and/or driveways to permit snow plowing. Owners of such vehicles shall promptly comply and remove their car from the parking area until the snow plowing is complete. The Association is authorized to impose a per-occurrence fine for failure to do so.

15. **SIGNS.** Unit Owners may not display "For Sale" or "For Rent" signs in windows of or otherwise on the exterior of their Units nor may the Owners of Units place window displays or advertising in windows of such Units absent the express written approval of the Association.

16. **ABUSE OF MECHANICAL SYSTEMS.** The Association may charge to a Unit Owner any damage to the mechanical, electrical or other building service system of the Condominium caused by such Unit Owner by misuse of those systems.

17. **OFFENSIVE ACTIVITIES.** No owner may use or maintain his or her Unit or the Common Areas appurtenant thereto for any purpose or in any manner that is contrary to any applicable law, rule, regulation or requirement of any governmental authority, or for any purpose that would constitute a nuisance or be offensive.

No Unit Owner shall engage in or permit offensive activities or any noises by himself, his family, agents, visitors, lessees, nor do himself or permit anything to be done by such persons either willfully or negligently that:

- (i) may be or become an annoyance or nuisance to the other Unit Owners or occupants;
- (ii) will interfere with the rights, comforts, or conveniences of other Unit Owners or occupants;
- (iii) may or does cause damage to any other Unit or to the common areas and facilities; or
- (iv) results in the removal of any article or thing of value from any other Unit Owner's unit or from the common areas and facilities of the Condominium.

Any Unit Owner making or permitting such nuisance, interference, damage, or removal shall be responsible for the elimination of such damage or replacement of the item removed. The Association may assess to such Unit Owner these costs.

18. **MOVING.** Moving Companies or other furniture movers, including Unit Owner and/or Unit occupants shall neither move into Units or out of Units before 7:00 a.m. or after 9:00 p.m.

19. **LITTERING.** There will be no littering. Paper, cans, bottles, cigarette butts, and other trash is to be deposited only in trash containers and under no circumstances are such items to be dropped or left on the Common Areas.

20. GARBAGE DISPOSALS. Garbage disposals are strictly forbidden so that the OWTS septic systems will function properly.

21. TRASH DISPOSAL. All garbage, trash, cans and bottles must be bagged or wrapped. Trash is to be stored in plastic bags or non-metallic containers designed for such use. No trash shall be placed in common areas except for contained trash on days of trash pickup only. It shall be the Unit Owner or occupant's responsibility to dispose of any trash articles too large to be disposed of by normal residential trash pickup.

22. STRUCTURAL INTEGRITY OF THE BUILDINGS. Nothing shall be done in any Common Areas or Facilities which will impair the structural integrity or fire rating of any building or building component, nor shall anything be done in or on said areas which would structurally change any building, without the prior written permission on each occasion by the Association.

2. DAMAGE. Any damage to any Building, Common Area or Limited Common Area caused by a Unit Owner or occupant, his family, guests, agents, servants, employees, licensees or tenants shall be the responsibility of the Unit Owner.

24. SAFETY. Each Unit Owner assumes responsibility for his or her own safety and that of his family, guests and lessees.

25. PLUMBING. Each Unit Owner shall keep his or her Unit in a good state of preservation and cleanliness. Plumbing fixtures and apparatus shall not be used for any purpose other than for which they were constructed. The Unit Owner shall pay for any damage to the plumbing system of any building resulting from such misuse.

26. GUEST. Owners will be held responsible for the actions of their guests. If occupancy by guests creates a nuisance to other Owners, the Association shall have the right to request that the guests leave. Responsibility for such supervision shall rest with any Owner who is the host of such guests.

27. COMPLAINTS. Complaints of violations of these Rules and Regulations should be made to the Association in writing. If the Association feels that the complaint is justified, they will take whatever action they deem necessary. The complainant will be notified in writing by the Association as to what action has been taken. Each Owner has the right to protect his or her interest in the event the Association chooses not to take action on a complaint. The Association is not required to take any action upon receipt of a complaint.

28. AMENITIES. Only residents of the Condominium and their guests may use the Condominium amenities appurtenant to units in the Condominium.

29. VENDING, PEDDLING OR SOLICITATION. No person, including any Unit Owner, shall enter, or go through the Condominium for the purpose of

canvassing the residents, or for the purpose of vending, peddling or soliciting orders for any merchandise, book, periodical, or circular of any kind or nature whatsoever; or for the purpose of soliciting donations or contributions for or distributing any handbill, pamphlet, circular, tract, book notice or advertising matter; provided, however, that such canvassing, vending, peddling, soliciting or distribution may be made with the written consent of the Association. Notwithstanding the foregoing, nothing herein shall be construed as to limit Declarant, or its successors and/or assigns from engaging in such activities in connection with its sales, marketing and/or leasing activities.

30. AMENDMENT. The Association may revise these Rules and Regulations in any way at any time as conditions warrant, provided that a written communication is sent to each Owner advising her or him of the change.

31. DELEGATION OF POWERS. The Association shall have the authority and duty to enforce these Rules and Regulations, but, in its discretion, may delegate such enforcement authority and duties under these Rules and Regulations to whomever they deem desirable.

3. ENFORCEMENT. The Association is authorized, in its sole discretion, to impose monetary fines or penalties for violation of these Rules and Regulations. Further, the Association has the right to relax or withhold enforcement of any rule or regulation for any or all residents, or which, under the circumstances, would be unfair or impractical to enforce.

33. RIGHT TO A HEARING. Any resident, owner, guest or occupant aggrieved by any fine or penalty imposed by the Association will be granted a hearing, provided that said resident requests a hearing in writing within ten (10) days of the grievance. Said hearing shall be held within twenty-one days of receipt of the written request for hearing, and shall be conducted in a closed session. The party aggrieved, the Unit Owner and/or his/her representative, and the complainant are required to attend the hearing.

Adopted as of _____