

**SEASCAPE CONDOMINIUM ASSOCIATION
RULES AND REGULATIONS**

January 2011

INTRODUCTION

As joint Owners of the Common Elements of Seascape Condominiums of Tarpon Springs, Unit Owners have made an important investment, not only in property, but also in a lifestyle. In order for those investments to be secure and enjoyable for them, their families, tenants, and guests, there is a shared responsibility to make the Community a pleasant place to live. This insures that each of us will experience the quality of life we are looking for while maintaining and protecting the financial investments that our Units represent.

While most of the Unit Owners may view these rules and regulations as common sense, it is important to detail this information for New Owners, guests, renters, and visiting family members. In addition, while many of these rules and regulations have been in place for many years, they have not always been followed. The Board is hopeful that our Unit Owners will see this document as just a written summary of the daily behaviors that inspire respect for our neighbors and residents within our Community.

To facilitate this, the Board of Directors, on behalf of the Homeowners has adopted the following Rules and Regulations as a guideline to safeguard property, privacy, and safety of all of us. These Rules and Regulations address additional restrictions in compliance with the Condominium Documents, (Declarations), and By-Laws. These items may be changed from time-to-time, as deemed necessary by your Board of Directors.

Copies of these Rules and Regulations shall be furnished to all Unit Owners as tenants. The Owners whose Units are leased or rented from time to time are required to have a copy in their Units available to renters or lessees at all times.

RULES & REGULATIONS

A. Complaints, Requests & Inquires

All complaints, requests and inquiries related to Seascape Condominiums shall be submitted to the Board of Directors in writing.

B. Pets

Due to the limited size of the Seascape development, only one (1) dog or one (1) cat is permitted per Unit.

1. No dog over 45 pounds at maturity is permitted.
2. Dog owners are required to advise the Management Company of the breed and weight at maturity of any dog in residence in the Unit.
3. Dogs and cats shall be leashed and must be accompanied by the Owner or a designated person within the Common Areas. Violating the leash regulation will result in a certified letter noting the violation. Failure to comply with the above will require the Association to refer the violation to the County Animal Control Agency for their action.
4. All pet nuisances will be handled according to the details in Section C, "Disturbances".
5. Dog Owner is responsible for the immediate removal and disposal of the deposits by his/her dog on the Common Areas.
6. Feeding of feral cats and wild animals is not permitted.

C. Disturbances

No offensive activities shall be carried out upon the Common Areas. Nor shall there be any disturbances in the Unit that may become an annoyance to other residents as per *Pinellas County & City of Tarpon Springs Noise Ordances*.

D. Utilization of Condominium Units

1. No Unit Owner or resident shall be permitted to have anything done to his/her Unit, nor to the Common Areas, which shall result in the cancellation of, or increase in, the Condominium Insurance Premiums, or which will be in violation of the law. If an existing improvement has been made, resulting in an increase in the Insurance Premium or cancellation of the Insurance, such improvements must be either modified or removed to satisfy the insurer's criteria.

2. Toilets and drains in the buildings shall be used only for the purpose for which they were designed. Flushing harmful or unlawful chemicals and other substances are prohibited. The Association, at the violator's expense, will repair any damage to the common plumbing system resulting from misuse or abuse.

3. The Unit Owner is responsible for providing the Board with information naming a designated caretaker (emergency contact) when leaving the Unit for an extended period of time. In the case of an emergency, the Board will first contact the Owner's designated caretaker to open the Unit in order to resolve any problems. However, if the designated caretaker cannot be reached, the Board has the right to enter the Unit to deal with the emergency. If a locksmith is needed to gain access to the Unit, the Unit Owner will be responsible for that expense.

The same information is necessary if a Unit Owner is leaving a car in the parking lot for more than thirty (30) days. If an emergency arises regarding the vehicle or if the vehicle needs to be moved because of work on, or around the parking lot, the Board will first contact the Owner's designated caretaker to respond to the vehicle emergency to move the vehicle. However, if the designated caretaker cannot be reached, the Board has the right to have a locksmith open the vehicle and, if necessary, a towing company to remove the vehicle to ensure the safety of all residents. All expenses will be the Unit Owner's responsibility.

E. Leasing

1. Units may be leased or rented provided that the occupancy is only by the leasee, family and their guests.

2. The lease or rental of a Unit does not release or discharge the Owner thereof from compliance with any of his/hers obligations and duties as a Unit Owner. (See Article XI in the Declaration).

3. Except with a written consent from the Board, no lease shall have a term of less than one (1) month, not exceeding five one-month rentals in a calendar year per Unit. Upon execution of five one-month rentals for any Unit in a calendar year, all further rentals must be for a minimum two months for the balance of that calendar year. (See Article XI in the Declaration).

4. A short-term or long-term lease application form with a \$50.00 fee must be in the possession of the Management Company before occupancy. Short-term leases shall be for a minimum of one (1) month to three (3) months.

5. An interview by a designated Board member with a long-term renter or new buyer of a Unity is MANDATORY prior to the occupancy of said Unit. The Board has the authority to delay or refuse any transaction until the proper procedures have been executed, pursuant to Article XI in the Declarations.

6. When the parties move into a Unit without the proper application procedure and the payment of the \$50.00 fee for a short-term, long-term or transfer of ownership, the Management Company will take immediate action by contacting the current Owner and/or Realty Company in charge of the rental or transfer by telephone, requesting the immediate removal of the parties. The current Unit Owner will be notified by registered mail as well. All legal expenses incurred will be the Unit Owner's responsibility.

F. External Aspects of the Property

1. No "For Sale" or "FOR Rent" signage or advertising displays shall be placed in Unit windows, on building walls or anywhere else on the Common Areas, nor in front of the Condominium complex, except on the bulletin boards in the clubhouse and by the mail boxes. Solicitors are prohibited. The Board may approve signs announcing a special one-day community event.

2. No bedding, towels, clothes, etc. shall be hung from windows or balcony railings. Outdoor clotheslines are not allowed.

3. Trash must be disposed of in appropriate secured plastic bags and placed INSIDE the dumpsters. When a dumpster is filled to capacity, trash must be deposited in a nearby dumpster for hygiene and health reasons. The Waste Management Company will NOT pick up any trash or other objects placed around, or on the outside of the dumpster. Violators will be assessed the amount charged by the Waste Management Company for a special pick-up.

4. An architectural application form and a plan must be submitted for the Board's approval prior to making any alterations or improvements to the outside of the Unit.

5. There shall be no obstructions on the Common Areas. All streetlights, sidewalks, walkways, docks walkways, entrances and stairways shall remain free of obstructions. Passages on the 2nd floor balconies must have a forty-four (44) inch clearance maintained at all times in accordance with the Pinellas County Fire Department Safety Codes and must be followed.

6. The Unit Owner is responsible for a neat appearance of the front patios on the ground floor and front balconies on the second floor. Storage of bicycles, garbage, discarded objects, clutter, etc. are not allowed in these areas.

7. No flammables, combustibles or explosive fluids shall be stored in the Unit or back porch except those that are necessary (such as oxygen).

8. Charcoal grills are prohibited for use on wooded decks. Gas grills must be used no less than ten (10) feet away from the building. These restrictions are in accordance with the Pinellas County Fire Department Regulation (NFPA 58)

9. As to the Grill provided by the Association in the pool area the following shall apply:
a. The grill is not to be moved from its location adjacent the West entrance to the pool area.

b. Each user to supply their own charcoal and no charcoal is to be stored in any common area;

c. Hot coals are to be placed in the metal container adjacent the grill; and

d. Users will clean the grill prior to 10AM of the day following use.

G. Parking

1. Parking is allowed in designated lined parking spaces only. Any vehicle parked at curbside in front of a Unit is in the Fire Lane and in violation. Police may ticket the vehicle and the Association could have the vehicle towed at the risk and expense of the Owner. This rule does not apply to delivery trucks, moving vans or vehicles in the process of deliveries and the loading and unloading of cars on a short-term basis.

2. Vehicles larger than a panel truck, recreational vehicles, mobile homes, campers, trailers and the like are not permitted to park on the Condominium Parking Lot or grounds.

3. All vehicles must be in operating condition and display a current registration.
4. Any Unit Owner or resident in violation of the above restrictions will receive one notice by registered mail. A second warning will be placed on the vehicle with the request for removal within twenty-four (24) hours. The Association reserves the right and authority to have the vehicle towed at the Owner's risk and expense if the violation is not corrected within twenty-four (24) hours of the second warning's being given.
5. Cars, trailers, boats, outboard motors, etc. are prohibited from being washed in the Parking Lot Areas.
6. There shall be no repairs or maintenance of vehicles performed anywhere on the Common Areas.

H. Pool and Clubhouse Rules

1. These rules pertain to all Unit Owners, Residents, Renters, Lessees, Guests and Family Members for personal safety and insurance liability reasons.
 2. The pool, exercise facility and clubhouse are open from 5:30 AM to 10:00PM unless extended hours have been requested for a private occasion with the approval of the Board.
 3. Utilization of the pool and clubhouse facilities are restricted to Unit Owners, Residents, Lessees, Renters, Guests and Family Members of Seascape only.
 4. Pool gates, clubhouse doors and the door to the exercise room must remain locked at all times. Two non-duplicable keys will be provided to each Unit by the Association. An additional key may be purchased at the Management Company's Office. Users of the exercise room must turn off the lights and lock the door after use.
 5. Persons under eighteen (18) years of age must be accompanied by someone eighteen (18) years old or older when using the pool and clubhouse facilities. Anyone under the age of sixteen (16) years of age is NOT allowed to enter or use the exercise facilities.
 6. Children in diapers are not permitted in the pool. Soiled diapers may not be disposed of in receptacles in the pool area or in the clubhouse. They must be taken home for disposal.
 7. Running, diving, boisterous screaming, excessive splashing, alcohol consumption and use of pool furniture in the water are not allowed. Food and beverage consumption are restricted to the patio area only. **GLASS CONTAINERS ARE PROHIBITED AT ALL TIMES FOR LIABILITY REASONS!**
 8. Bathrooms are accessible from the outside with a pool gate key. Entering the clubhouse, itself, in wet attire is not allowed.
 9. Proper swim attire is mandatory. Nudity, swimming in underwear or casual shorts is not permitted.
 10. All personal belongings should be taken from the pool and clubhouse area when leaving. All such personal belongings (lounge chairs, toys, goggles, floats, towels, etc.) left after closing hours will be disposed of.
 11. Persons under the influence are prohibited from entering the pool area and shall be requested to leave by a Board Member.
 12. Bikes, roller skates, surf or boogie boards are not permitted in the pool area. Pets of any kind are not allowed in the pool area (except guide dogs).
 13. Radios and other electronic equipment may be used with headphones to the extent that others cannot hear the music and/or bass at the pool.
 14. Trash must be disposed of in the receptacle provided. Cans and plastic bottles should be empty before disposal in the trashcans.
 15. Persons with contagious health conditions, infections, skin lesions, inflamed eyes, band aids, etc. should not enter the water.
 16. Pool and clubhouse furniture must remain in the pool clubhouse areas respectively.
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Repair or replacement expenses for any damage caused by a Resident, Renter or Guest will be charged to the Unit Owner. Parents will be held responsible for any damage caused by their child(ren).

17. All persons using the pool, clubhouse and exercise facilities do so at their own risk.

18. The clubhouse and/or pool areas may be used for private parties by Unit Owners and Long-term Residents only. Reservations must be made by written notice to the Management Company ten (10) days in advance of the day of use including a refundable security check for \$150 made payable to the Seascope Condominium Association. The person making the reservation will be held responsible for the cleanup of the facilities, including: floors, appliances, rest rooms, and for having the furniture returned to its original location. In addition, all lights, fans and AC's will be turned off. After inspection by a Board Member the following day, if the facility is clean and in good order, the Association will return the security deposit. If however, the facility is left in disarray, furnishings broken, appliances in need of repair or cleaning, the Association has the authority to retain the deposit. Additionally, if there are repair, cleaning, and/or replacement costs exceeding the deposit, the Unit Owner will be billed for these expenses.

19. Events sanctioned or sponsored by the Association are exempt from the deposit.

20. The interior of the clubhouse is a non smoking area.

I. Safety: As Seascope is a waterfront property, children under the age of twelve (12) are not allowed to roam the common areas without adult supervision.