

SEA WINDS CONDOMINIUM ASSOCIATION

RULES & REGULATIONS

(Revised 02/01/2020)

Each owner and his family, guests, employees or other residents of the property agree to comply with and abide by all rules and regulations set forth below and as may be amended or adopted by the Board of Directors from time to time.

These rules and regulations shall in no way amend or alter the Articles of Incorporation, Declaration of Condominium, or By-Laws of the Condominium, but shall only be supplemental thereto. In the event of conflict, the order of authority shall be Declaration, Articles of Incorporation, By-Laws and these Rules and Regulations.

GENERAL RULES:

1. When not in use, all personal property of unit owners must be stored within their respective units or in storage areas provided within the condo. The only exceptions are patio or deck furniture, grills and plants.
2. No articles of any kind may be shaken or hung from any of the balconies, windows or doors.
3. All garbage and trash must be deposited with all other refuse into the trash cans and recycle bins located in the areas designated for such purposes.
4. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any unit or storage areas except as may be required for normal household use.
5. Owners shall be liable for all damages occasioned by the moving of their furniture and property.
6. No electronic installation shall be permitted in any unit which interfaces with another unit.
7. No sign, advertisement, notice or other lettering shall be exhibited which may be seen from the common areas.
8. The exterior appearance of the structure, balconies and terraces may not be altered in anyway without approval of the Board of Directors or its designated representative. Any owner desiring to place any type of wearing surface, such as deck boards, over the second and third floor roof decks or balconies must first gain written approval by stating the product to be used, how it is to be installed and the name of the licensed installer. Under no circumstances will any roof deck or balcony wearing surface be installed in such a way as to penetrate the wear/roof surface and it must be attached by an adhesive or other similar means.
9. Owners who elect to have storm doors on the front door, second floor door or third floor door must conform to the following: Storm doors will be bronze color with plain flat panels and may be a mid-view or full view clear plain glass, must have a bronze or brushed nickel lever handle and no decorative design in or across the glass.
10. No hurricane shutters shall be installed or reinstalled until the hurricane shutter that is proposed to be installed is approved by the Board of Directors. The proposed licensed installer or their designated representative must also receive approval from the Board of Directors before work commences. This rule applies to those hurricane shutters currently installed. While the adopted hurricane resolution of Sea Winds provides for owners to have hurricane shutters, the authority for color and installation standards remains with the Association. The color for all shutters must match the building color and installation standards must insure protection of the waterproofing bond around the installation area.
11. The Association will maintain a roster of all unit owners, their home address, with telephone numbers for both the unit and home, if different. The roster will be updated at the end of each quarter of the year and disseminated to unit owners upon request.
12. Each owner shall register with the Association, in writing and in advance of the intended arrival of guests who will be permitted to use the owner's unit, together with the guest name(s), address(es), and auto tag number(s).

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13. No charcoal grills are allowed. Gas grills, if authorized by the unit owner, must be located at least ten (10) feet from any structure when in use.
14. Each unit is to be equipped with one (1) functioning smoke alarm per floor and one (1) functional fire extinguisher.
15. Owners are responsible for any damages caused by themselves, their family members, guests, and/or renters on any portion of the common property.
16. There shall be no encroachment by any owner into the common area.
17. No satellite dish shall be installed in a temporary or permanent manner until the Association has approved the method and location for installation.
18. Electric fireplaces are allowed. If a unit owner wishes to use their fire place that is more than 20 years old to burn wood or other products it must first be inspected by a licensed and insured technician who is approved by the Property Manager prior to the inspection. An inspection is required every two (2) years. The inspection report must include the overall condition of the metal fireplace system and condition of the firebox, refractory panels, damper, flue, chimney pipe, spark arrestor and termination cap. The inspection report must include visual inspection results in the form of picture copies or video files with views of areas within but not limited to the flue to fire box and damper interface (smoke shelf). The inspection report must be dated and signed by the inspecting technician or their supervisor and contain the statement that; "The fireplace is in sound working order and is safe to operate". A copy of the inspection report along with file copies stored on removable media will be submitted to the Association and a copy filed in the unit jacket file that is maintained in the onsite office. Units not complying with this rule shall not burn anything in the fireplace and the unit chimney closed off at the chimney termination cap by the Association.

19. Fining Committee and Rules Enforcement –

a. Power to Impose Fines:

Section 718.303 of the Florida Statutes (The Condominium Act) provide legal guidance regarding condominium fining and suspension of rights to use common elements and facilities. These laws may be enforced even if such powers are not granted or described in the Association's governing documents.

b. Who may be fined:

Fines may be imposed against the owner of the unit, its occupant, licensee or invitee. Fines may be imposed for violations of the Association declaration, bylaws, or reasonable rules. A fine may not become a lien against a unit

c. Maximum amount of fines:

The statutes require that all fines must be reasonable. It states that no fine may exceed \$100 per violation, but does allow fines to be imposed for each day of a continuing violation, so long as such fine does not exceed \$1000 per violation.

d. Functions and Procedures:

It is the Condo Association Board Of Directors (BOD) that first votes to impose the proposed fine. No fine may actually be imposed unless a special committee (Fining Committee) then hold a due process hearing. The special committee must agree that a fine proposed by the Association should be imposed. If the Fining Committee does not agree, the fine may not be imposed.

The first step in the process is that the BOD votes to impose a fine or suspend use rights based on a violation. The Association must then provide at least 14 days written notice by mail or hand delivery to the person sought to be fined of such fine/suspension. The Fining Committee must provide the person sought to be fined an opportunity to testify and present evidence in opposition to the fine and ensure that due process is provided. The written notice should cite the specific provision of the governing documents that is alleged to have been violated.

If the Fining Committee rejects the proposed fine/suspension it cannot be enforced. If the Fining Committee approves the proposed fine/suspension the fine is due 5 days after the

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committee meeting at which the fine was approved. The determination should be memorialized in writing in the committee meeting minutes or a report prepared by the committee and kept with the Association's official records.

e. Committee Composition:

The Fining Committee must be composed of at least 3 owners in good standing appointed by the BOD. Those owners may not be officers, directors or employees of the Association or the spouse, parent, child, brother or sister of an Association officer, director or employee.

f. Due Process:

In the statute the term "due process" is not thoroughly addressed and the rights of the alleged violator are not clearly established. However, in one arbitration case, the arbitrator found that the alleged violator's due process rights were violated when they were not allowed to cross examine a witness or introduce their own witnesses or evidence at the Fining Committee hearing. The arbitrator stated that "although a formal hearing is not required, the Association must present credible evidence that demonstrates a pattern of activity that a reasonable person could determine that the.... {pertinent provisions of the governing documents} are being violated. Petitioner must be given an opportunity to question the Association's evidence and present their own."

g. Enforcement of Fines

Condominiums fines may not be converted to a lien. The Association may suspend the use rights of a member if the member is more than 90 days delinquent in paying the fine until the fine is paid in full.

A condominium may suspend the voting rights of a unit owner for the non-payment of a fine due to the Association which is more than \$1000 and more than 90 days delinquent. The notice and hearing procedures for initially imposing the fine are not required for the suspension of voting rights.

A condominium may file legal actions to recover a fine (civil court). Remember: the Association will be required to prove to a judge that the underlying violation actually existed. There is no legal presumption that a violation existed just because a fine was imposed. In any action to recover a fine the prevailing party is entitled to reasonable attorney fees and costs from the non-prevailing party as determined by the courts.

h. Suspension of Rights:

A condominium association may suspend, for a reasonable period of time, the right of a unit owner, or a unit owner's tenant, guest, or invitee, to use the common elements, common facilities, or any other association property for failure to comply with any provision of the declaration, bylaws, or reasonable rules of the association.

The right to suspend does not apply to limited common elements intended to be used only by that unit, common elements needed to access that unit, utility services provided to that unit, parking spaces or elevators.

The same procedural requirements for the imposition of fines as approved by the fining committee, including due process requirements, must be met in order to use this enforcement tool.

20. Rule Enforcement

When an infraction comes to the attention of management an effort should be made to contact the person committing the infraction or the owner of the unit involved. If the offense is corrected this should be the end of the incident. If the condition continues or recurs:

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1. Courtesy notices
 - Management sends 1 or 2 courtesy notices citing the pertinent rule being broken
 - Notice should provide a time frame for expectation of compliance
 - Notice should advise that fining or suspension may occur for failure to comply
2. Board Meeting
 - Board lists discussion of the infraction on next posted meeting agenda
 - BOD decides what action to take
 - If a fine is decided upon a per-day fine amount should be established
 - The incident is referred to the Fining Committee for hearing
 - BOD provides at least 14 days written notice to subject of fine
3. Fining Committee Hearing
 - Fining Committee provides at least 14 days written notice of hearing
 - Include time, date and location of hearing in notice
 - Role of Fining Committee is to accept or reject fine/suspension levied by the board
4. Notice and Demand of Payment (If founded by Fining Committee)
 - BOD advises party that fine has been imposed
 - advise that fine will continue to accrue
 - provide amount and expected deadline for payment
 - advise that violation must still be corrected
 - advise that if not corrected additional measures may be taken (suspension of usage rights, civil suit, etc)

PETS:

Permission to maintain two (2) domesticated pets is granted to each owner subject to the following conditions and reservations:

1. Dogs must be kept on leashes and under control when they are outside on the common property.
2. Owners **MUST** clean up after their pets. **ALL** solid waste is to be **REMOVED** from the common area, **tied in a plastic bag, and** properly disposed of in the refuse containers.
3. Pets must not be vicious or a nuisance.
4. Pets are restricted from the pool area.

PARKING AND ROADWAYS:

1. All vehicles, including trailers, must have a properly displayed Sea Winds Condominium Association parking permit.
2. No vehicles shall be parked in such a manner as to impede or prevent ready access to units or to limited common elements.
3. Vehicles are **PROHIBITED** from parking in the streets or on the grass, sidewalks and other curb areas.
4. Motor homes, buses, commercial vehicles, vehicles greater than one half (1/2) ton capacity, boats and trailers are permitted to park only in areas designated near the clubhouse/office or as directed by the Association, and may not be parked in unit driveways. These vehicles are not to be occupied as accommodations. All above stated vehicles have a two (2) week limit to park on the property.
5. If a recreational vehicle, boat or trailer is left on the premises more than two (2) weeks from date of arrival, the vehicle, boat or trailer will be towed at the owner's expense.
6. No vehicle which cannot operate under its own power shall remain on the premises for more than four (4) hours, unless entirely within a unit garage.
7. No repair of vehicles shall be made on the premises, except minor or emergency repairs. Vehicles may be cleaned as long as doing so does not interfere with the rights or access of other

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unit owners.

8. Speed limit within the condominium property is 10 miles per hour.
9. Skateboards and motorized scooters are prohibited on all roadways and walkways, in the pool area and on the tennis courts.

COMMON AREAS:

Clubhouse:

1. Owners and qualified renters may reserve the clubhouse for private functions by paying applicable fees and signing a Clubhouse Use Agreement.
2. **During a private function the owner or the qualified renter must be present.**
3. **No commercial use** is allowed.

Tennis Courts:

1. Rules of the tennis court shall be posted at court side and shall be observed by all owners and renters.
2. No group shall use the court for more than one hour if others are waiting to play.
3. A combination lock will be installed in the tennis courts gates. The combination will be changed periodically.

Swimming Pool and Hot Tub:

1. The pool shall be open from 8:00 am to 10:30 pm daily, or as otherwise set by the Board of Directors.
2. All persons using the pool and the hot tub do so at "their own risk".
3. Children under the age of fourteen (14) are not permitted to use the pool or the hot tub unless accompanied and supervised by an adult.
4. Pool furniture is not to be "reserved".
5. Rules applicable to the pool and the hot tub are posted on pool premises and are to be observed by all persons using the facilities.

Grounds and Lagoons:

1. Swimming or wading in the lagoons is prohibited.
2. In accordance with environmental concerns, owners, authorized renters and all guests shall not at any time or for any reason feed birds or ducks on Sea Winds' common property. They also shall not feed the fish or turtles in the ponds or lagoons on Sea Winds' common property.
3. Fishing or netting animals of any kind is strictly prohibited.
4. Rocks, seashells, flags/banners, ornaments, figures, signs or other non-board authorized items are prohibited on the "limited/common" elements including all lawn areas and all shrub or tree beds.
5. An owner may place potted plants around his unit as long as the pots sit on concrete/asphalt, sit on a deck area or hang from a shepherd's hook. The pots must be placed in a safe manner and must not impede accessibility to any part of the unit. None of the plants shall be vine type plants that could attach to exterior walls.
6. Management will direct the removal of any plants that are dead or not properly maintained.
7. The American Flag may be displayed, provided mounting bracket is **not drilled** into the unit walls.
8. Tiled Walkways
Whilst entryways (to flats and / or multi-level units) and back patios come under the heading of common areas, these are restricted by owner's privacy. Some of these areas have been tiled in the past contrary to our condominium documents. These owners will not be asked to remove them UNLESS they become faulty, compromise the weatherproofing of the buildings or are a safety issue. Walkways are considered common elements and therefore the Association is responsible for the safety of those areas. Walkway are NOT allowed to be tiled.
9. Hurricane Plan of Action

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- Hurricane season is June 1 to November 30. Hurricanes pose wind, storm surge, and flying debris danger to all Sea Winds Condominium owners/residents. Because a hurricane's path is usually tracked for days, this allows time to prepare and essential preventative measures. Taking these measures can limit both personal and property losses.

This Action Plan establishes the guideline which shall be followed all owners/residents in the event of an Emergency Declaration by the State of Florida or St. Johns County.

1) Voluntary Evacuation Advisory or Mandatory Evacuation Order is issued by government authority when hurricane conditions are expected to devastate property and infrastructure and endanger lives. People in Voluntary Evacuation Zones are not legally required to evacuate. People in a Mandatory Evacuation Zone are obligated by law to leave. Under Mandatory Evacuation orders the Board President and CAM will close and secure the property. The bridges will be closed, and no one will be permitted to return to the island. Anyone who voluntarily decides to ignore a Mandatory Evacuation order does so entirely and unconditionally at their own risk.

RELEASE FROM LIABILITY

The Sea Winds Condominium Association of St. Augustine policy is everyone must promptly evacuate the buildings and premises when a Mandatory Evacuation Order is issued, and receipt of this document serves as notice to you of this policy whether signed or unsigned; therefore by your voluntary decision to disobey the Mandatory Evacuation Order, whether known or unknown to the Association, you waive, release, and discharge the Association, the Directors, Officers and Management, and the Association's insurers and underwriters, from any and all liability and indemnify, hold harmless, and forfeit any and all rights to demand, sue, litigate, arbitrate, or mediate any and all claims you or your survivors, representatives to file against the Association, persons, and entities released for personal injury(whether major or minor, requiring medical attention or none), temporary or permanent disability, sickness, or loss of life.

2) **Before Evacuation:** Take detailed time stamped photos/videos of your unit and contents to show condition and storm preparation efforts in your unit. Store valuables, photos, papers etc., in watertight containers off the floor in closets and bathroom areas.

3) **Unit Evacuation Protocol:** Shut off unit water supply and turn off hot water heater, major appliances, and AC unit at breaker panel. Unplug small appliances and TV's. Strong power surges can damage plugged in appliances. Close all blinds and close all interior doors to minimize damage to the rest of your unit in case your slider or one of your windows blows out. If you are unable to perform this task and request Sea Winds Condominium Association to perform this task, there will be a **Maintenance charge of \$35.00 added to your monthly account.** (The Association will not assume any Liability.)

4) **Patio and Balcony furniture, including all moveable items,** must be removed by the owners from these areas and stored indoors. Fastening or tie downs to outside rails etc., are unacceptable. Sea Winds Condominium's Management Representative will determine the date and notify all owners/residents when all **Patio and Balcony furniture, including all moveable item must be removed.** If you are unable to perform this task and request Sea Winds Condominium Association to perform this task, there will be a **Maintenance Charge of \$45.00 added to your monthly account.** (The Association will not assume any Liability.) Owners who fail to request

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assistance or do not remove by the date and time maintenance will remove and a charge of **\$65.00 will be added to your monthly account.** (The association will not assume any liability)

Maintenance:

1. Maintenance will perform services **only** for the common areas during contracted working hours.
2. Specific work, which an owner may request of maintenance, for an individual unit must be performed at the individual owner's expense.

LEASING OR RENTING:

1. Entire unit must be leased, and lease shall not be for a portion of that unit.
2. No lessee shall rent or lease any part of the unit to any person not named in the lease or rental agreement. Failure to abide by this rule is reason for immediate eviction.
3. The rental agent for each unit shall register with the Association each renter's name and vehicle(s) tag number(s) in writing and in advance of their arrival. In addition, each renter shall register with the Association the name of any intended guests and their vehicle(s) tag number(s).
4. All renters and guests shall display a Sea Winds Condominium Association parking permit in their vehicle(s). Parking permits must be picked up at the Sea Winds office upon arrival and returned to the Sea Winds office upon departing. Vehicles not displaying the proper permit are subject to being towed at the owner's expense.
5. No lease shall permit occupancy for any unit by more than six (6) persons in a two (2) bedroom unit and eight (8) persons in a three (3) bedroom unit, including children.
6. The Association may require the unit owner to terminate any lease upon reasonable cause, and all leases shall so provide.
7. Lessor shall obligate their lessees/renters to abide by the condo documents and these rules and regulations.
8. Owners opting to lease their units should be familiar with the laws of the State of Florida regarding the landlord's obligations, including procuring of proper license, collections of sales tax, safety equipment for unit leased, etc., and are solely responsible for compliance with said laws.
9. Renters and their guests shall not be permitted to have pets.