SCP-Rules

Apr- 2011

TRASH: It is simply not possible to maintain a sufficient amount of trashcans without the buildings to accommodate all of the disposal needs of each building, especially over weekends and during holidays. It has been tried, and found to be quite unsightly and unsanitary. Thus, bulky or large items, along with properly sealed garbage must be disposed of in the Dumpster behind building #3. The trash containers on the ground level of the parking area of each building are intended for miscellaneous trash, or for anyone who is unable, due to health reasons, to utilize the Dumpster.

MAJOR RENOVATIONS: As the Seascape buildings continue to age and with increasing value of the properties, it is expected that in the future existing owners and new buyers will want to undertake major renovations of their individual apartments to maintain the historic high quality of the units, which is desirable for all. Major renovations are projects that may involve multiple contractors, their equipment, material deliveries and storage, construction debris, modification of common elements, noise and/or safety issues for other residents.

To minimize any issues and inconvenience for all connected with a major renovation; such projects should comply with all basic provisions of our Condominium documents. All reasonable effort should be made to schedule these projects during a time of relatively low occupancy of the overall complex (May through September). Any modification affecting common areas or equipment must be approved in advance by the Board of Directors. Any damage to common areas or apartments of other owners, as a result of a major renovation will be the financial responsibility of the owner doing the major renovation. A major renovation project should be supervised by a general contractor, project manager, owner, or other responsible person who is on site or readily available daily to coordinate subcontractors, to inspect and insure daily cleanup of common areas, minimize disruption to other owners/guests and handle any complaints related to the on-going project. This person in charge of the projec1 should be known by and maintain continuous contact with the Seascape property Caretaker and Board Members in order to be advised of any issues that arise.

SWIMMING POOL/HOT TUB: Please observe posted rules.

- Pool hours: 8:00 A.M. until 9:00 P.M.
- No lifeguard on duty. Use of pool is at your own risk.
- Children under 12 and non-swimmers MUST be accompanied by a competent swimmer.
- Babies who are not toilet trained are permitted in the pool only if they are wearing waterproof diapers designed for this purpose. A supply of various sizes of such
- diapers will be kept in the poolside restroom facility.
- Children under 12 years of age are NOT permitted in the hot tub.*
- No diving, running, rough play, ball/frisbee playing or excessive noise is allowed in the pool area.

structural components thereof (including trim, caulking, locks and hardware) within or servicing the Unit; the electrical, mechanical and plumbing fixtures and outlets (including connections) within a Unit and serving only that Unit including sinks, toilets, tubs, showers, shower pans, and all related Fixtures and installations; appliances; hot water heaters; air conditioning and heating compressors/condensers; carpeting and other floor covering (including balcony areas); door and window hardware and locks; all other facilities or Fixtures located or contained entirely within a Unit which serve only that Unit. All incoming plumbing from (and including) the shut-off valve inward is a specific Unit Owner responsibility. Outbound plumbing is the responsibility of the Owner until the point where it passes the unit boundary. All areas that the Unit Owner is required to maintain, repair or replace, if located outside of the boundaries of the Unit, are declared Limited Common Elements. Parking facilities shall be maintained by the Association. Any insurance proceeds paid to the Association with respect to any loss or damage within the Unit or Limited Common Elements which is covered by the Association's casualty insurance, and which loss would otherwise be borne by the Unit Owner, shall be paid to the Unit Owner, after the work has been completed and invoices have been submitted verifying the costs of repair, and in accordance with Articles 12 and 13 hereof.

9.3 **Additional Unit Owner Obligations.** In connection with his maintenance, repair and replacement obligations, the Unit Owner shall have the responsibility to obtain the prior written approval of the Association, through the Board of Directors, before performing any maintenance, repair or replacement which requires: changes or alterations to the physical appearance of the Condominium Property visible from any exterior vantage; excavation; access to building roofs; relocation of utility, plumbing or electrical lines or fixtures; the use of heavy or noisy equipment; such other actions as may cause concern for the peace and safety of the condominium and its residents or the aesthetics of the Condominium Property as determined by the Board. The Association may condition such approval on criteria as the Board deems reasonable, including but not limited to:

- Preservation of uniformity of appearance;
- Use of licensed and insured contractors;
- Right (but not duty) of oversight by the Association or its agent;
- The Unit Owner submitting plans as to the scope of the contemplated repair;
- Restrictions as to hours of work;
- Imposition of time limits in which jobs must be completed and prohibitions against major renovations during certain times of year.

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- Restrictions regarding equipment that may be parked or stored on or near the Condominium Property during construction.

- Restrictions regarding the transport and storage of materials and supplies necessary for the construction to be performed.

Nothing shall preclude the Association from acting as the Owner's agent and obtaining the services of Contractors to perform Unit Owner maintenance responsibilities, provided that the Association and the Owner so agree, or when necessary (as determined by the Board) to facilitate projects involving the Association's maintenance of the Condominium Property, and provided that the Owner is deemed to consent to reimbursement of expenses incurred, secured by such rights as exist for collecting Common Expenses under these Condominium Documents i.e., a lien for Charges. Unit Owners shall at all times be responsible to ensure, whether or not Association approval is required for work being done within the Unit, that all Contractors and other persons performing services for the Unit or Owner are properly licensed and insured, including required Worker's Compensation insurance. The Unit Owner shall hold the Association harmless from any claim of any nature arising out of failure to comply with this requirement.

9.4 Balconies. Balconies are designated as part of the Unit. The Unit Owner who has the right to the exclusive use of said balcony shall be responsible for the maintenance, care and preservation of: balcony floor coverings (the Board may prohibit certain types of floor coverings or require the removal of existing coverings when necessary for the structural preservation of the building); the screens and frames; storm shutters and other enclosures; fixed and/or sliding glass doors and affiliated framing and hardware thereof; the wiring, electrical outlet(s) and Fixture(s) on or servicing the balcony; ceiling fans; and the replacement of light bulbs. The Association shall be responsible for structural maintenance, repair and replacement of balcony floors, ceilings and exterior portions, and also the building walls enclosed by the balconies, provided that painting and regular maintenance (nonstructural) of building walls enclosed by balconies shall be done by the Unit Owners, subject to the uniformity of appearance (e.g., color) and other criteria set forth in these Condominium Documents, or as determined by the Board. However, the Association may, if it elects, paint balcony walls and ceilings in connection with the painting of the building as either a common expense, or on a voluntary participation basis, as determined by the Board of Directors.

9.5 Sundecks. The sundecks appurtenant to each penthouse Unit is a Limited Common Element. The Unit Owner who has the right to the exclusive use of said sundecks shall be responsible for the maintenance, repair and preservation thereof. The Association shall be responsible for the structural maintenance of the sundeck floors and building walls appurtenant to the sundeck, provided that painting and regular maintenance (nonstructural) of the sundeck floors and appurtenant outside walls shall be done by the Unit Owners subject to the uniformity of appearance (e.g., color) and other criteria set forth in these Condominium Documents, or as determined by the Board. However, the Association may, if it elects, paint sundeck walls and floors

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