RULES AND REGULATIONS

OF

SUMMERHOUSE BEACH & RACQUET CLUB

Pursuant to the authority vested by the Declaration of Condominium, the Board of Directors of Summerhouse Beach & Racquet Club Condominium Association, Inc. has duly adopted the following Rules and Regulations of Summerhouse Beach & Racquet Club Condominium.

PURPOSE: The purpose of establishing these Rules and Regulations and the intent of the Board is to ensure everyone has the opportunity to thoroughly enjoy the property and all of its amenities.

1. **ENFORCEMENT**. All violations of these Rules and Regulations shall be reported immediately to a member of the Board of Directors, the General Manager, Assistant General Manager, an Association Officer or a Staff member. Disagreements concerning violations, including, without limitation, disagreements regarding the proper interpretation and effect of these Rules and Regulations, shall be presented to and determined by the Board of Directors of the Association, whose interpretation of these Rules and Regulations and/or whose remedial action shall be Final. In the event that any person, firm or entity subject to these Rules and Regulations fails to abide by them, as they are interpreted by the Board of Directors of the Association, shall be liable to be fined by the Association or as delegated to and through the General Manager or Assistant General Manager for each such failure to comply or other violation of these rules and regulations. Such fine, shall not exceed $100 per day, per violation, until compliance, and not exceed $1,000 in aggregate for each violation. Fines shall be collected by the Association and shall become a part of the Common Surplus of the Association. If the Board of Directors of the Association deems it necessary, it may bring action at law or in equity, in the name of the Association, to enforce these Rules and Regulations, including the provision herein for fines. In the event any such action is instituted, and reduced to judgment in favor of the Association, the Association shall, in addition, be entitled to recover its costs and attorneys' fees incurred in enforcing these Rules and Regulations.

2. **USE OF THE RECREATION LAND AND FACILITIES AND THE COMMON ELEMENTS**. The Common Elements of the Condominium, as defined in the Declaration, are for the exclusive use of Unit Owners, and their immediate families, lessees, and guests accompanied by a member, and no other person shall be permitted to use the Common Elements unless accompanied by a Unit Owner or member of his/her immediate family, without the prior written consent of the Association. The Recreation Land and Facilities are for the exclusive use of Unit Owners in this Condominium and Unit Owners of other Summerhouse Condominiums as described in the Declaration and for their guests and lessees. Upon a Unit Owner's permanent lease of his/her Unit, the Unit Owner relinquishes all of his rights to use the Common Elements and other Recreational Land and Facilities for the duration of the lease.

3. **NOISE**. All noise, including, without limitation, talking, singing, pets**,** television, radio, record player, or musical instrument, shall be kept at such volume or level that said noise is not audible outside of the boundaries of the Unit in which it originates. This also pertains to all common and limited common areas during the hours of 11:00 PM to 8:00 AM which is known as "Quiet Time".

4. **CHILDREN**. Children under age 12 shall not play on or about the Common Elements or swimming pool area or other Recreation Land and Facilities of the Condominium except under reasonable supervision by a responsible adult.

5. **PETS.** No animals of any kind other than (2) dogs or (2) cats or 1 dog and 1 cat, aquarium fish or small birds such as canaries and parakeets shall be kept in a Unit or allowed upon Condominium Land or Recreation Land and Facilities, further known as "Property", except by prior written consent of the Board of Directors of the Association. Such consent, if given, shall be revocable by the Board of Directors at any time, and shall automatically expire upon the death or other disposition of the pet. Pets shall be leashed and restrained at all times when on or about the Condominium Land or Recreation Land and Facilities. Owners maintaining pets on property shall be responsible for, and bear the expense of any damage to person or property resulting there from. Any such damage shall be determined by the Board of Directors of the Association and collected by the Association. No Pets will be allowed in the swimming pool area at any time. Please use Pet Walks or Beach Area as much as practical to walk your dog(s). Unit Owners shall be specifically responsible to obtain a Pet Permit Tag. The limit is (2) Pet Permit Tags per unit. Pet Permit Tags are not assigned to a specific dog, but rather to the unit itself. Owners shall obtain a Pet Permit Tag at the Admin Office for $10.00 each. The Pet Permit Tag is required to be attached to the leash or Owners person and visible to Summerhouse Staff <u>at all times</u>. Pet Permit Tags shall **NOT** be used for any Renters or Guests at any time or the Unit Owner shall be fined. Pet Permit Tags are for Owners and their Immediate Family **ONLY**. **NO PET WILL BE ALLOWED TO BE ON PROPERTY WITHOUT A PET PERMIT TAG OR YOU WILL BE CITED.** If Renters are found with animals on property, the animals shall be removed immediately. If not removed immediately, the Renter shall forfeit the remaining rental period and be required to immediately leave the property through eviction. If Guests are found with animals on property, the animals shall be removed immediately or a fine levied to the Unit Owner of the Guest. Any special situations should be addressed to the General Manger, Assistant General Manager and/or the Board of Directors prior to pets being brought on property.

6. **OBSTRUCTIONS**. There shall be no obstructions or cluttering of the Condominium property, including, without limitation, sidewalks, driveways, automobile parking spaces, lawns, entrances, elevators, stairways, patios, courts or vestibules, or other Common Elements or areas.

7. **DESTRUCTION OF PROPERTY**. There shall be no marking, marring, damaging, destroying or defacing of any part of the Condominium Land or Recreation Land and Facilities. Members shall be held responsible for, and shall bear any expense of such damage caused by said member, his family, guests, lessees and/or invitees.

8. **BALCONIES, WINDOWS, TERRACES, AND DOORS**. Nothing shall be dropped, thrown, swept, or otherwise expelled from any window, door, balcony, or terrace. No towels, clothing or other fabric or rugs may be hung from any window, door, balcony or terrace. For NFPA Fire Code Compliance, Gas or Charcoal grills on 1st floor patios must be at least 10 feet from buildings when in use**.** No Charcoal or Gas grills are permitted on any Townhome Balconies. Electric grills **ONLY** of 200 square inches or less are permitted for use on Balconies. **Storage of ANY Grill or Grilling Equipment is NOT permitted on balconies.** All loose or movable objects shall be removed from the balconies or terraces upon notice of an approaching hurricane or other inclement weather characterized by conditions of high wind. Balconies, windows, doors, screens and terraces shall not be altered from the condition in which originally constructed and installed, including, without limitation, alteration by painting, screening, or installation of reflective materials, unless pursuant to the Declaration of Condominium, Articles of Incorporation and Bylaws of the Association. For purposes of assessing fines for the violation of this Rule, each day during which this Rule is violated shall constitute a separate violation of the Rules for which a fine shall be levied up to $100.00 per day.

9. **DAMAGE TO COMMON ELEMENTS**. Members shall be responsible for, and shall bear any expense of, any damage to the Common Elements caused by moving to or removing from their Unit household furnishings or other objects, or caused by any other deliveries to or from Units by their invitees.

10. **REFUSE**. Trash dumpsters are limited to normal refuse. Waste products, bottles, cans, newspapers, magazines and household garbage shall be deposited in the covered trash dumpsters provided throughout the property. These trash dumpsters shall not be used for disposal of furniture or large pieces of construction debris. If this occurs, the responsible party will be fined $100.00 per day until removed.

11. **GUESTS**. Unit Owners shall notify the Office of the arrival and departure of Family Members, Renters, Guests or Housekeepers who have permission to be in the Unit in the Owner's absence. **A maximum of two (2) Visitor Parking Passes shall be obtained from the Office when arriving and properly displayed in ALL vehicles**. No Guests of any type shall be on site without checking in at the office for both safety and security. No person under eighteen (18) years of age shall occupy a Unit unless their parent or the Unit Owner is also in residence.

12. **SIGNS**. No sign, nameplate, signal, advertisement or illumination shall be inscribed or exposed on or at any window, balcony or terrace without the express prior written consent of the Board of Directors.

13. **PARKING**. Unauthorized parking shall include but not limited to:

    A. Vehicles parked so as to impede ingress to or egress from other parking spaces, drives, roads, or building entryways or parked in unauthorized spaces.

    B. Parking of boats, trailers, campers, trucks or other oversized vehicles in areas other than those that may be provided for said vehicles.

    C. Designated (numbered) Parking Spaces are reserved for specific Units. Any vehicle without the appropriate Owners Decal or properly identified Visitors Parking Pass **shall** be towed.

D. All vehicles on property **MUST** have either a Summerhouse issued Owner Decal or a Summerhouse Visitors Parking Pass. Passes will be given from the office only upon arrival and/or checking in. Photocopied (non-live ink) or homemade passes are not permitted. There is **NO** exceptions to this Rule and any vehicle parked illegally **shall** be towed.

E. Each unit is entitled to two (2) parking spaces. One (1) designated and one (1) visitor. During "Peak" periods or busy times, no Owner or Guest **shall** be permitted to use more than their two spaces allowed or the responsible Unit Owner **shall** be cited and fined. If a Renter uses more than two spaces during the times specified above, the vehicle **shall** be towed.

Except in the event of emergency, no vehicle maintenance or repairs shall be performed on the Condominium Land. No vehicles shall be washed, polished and/or waxed on the Condominium Land except in such specific area as may from time to time be designated by the Board of Directors for such activity. Only operational vehicles or vehicles of the type described in 13 (B) above may be parked on the Condominium Land.

14. **SWIMMING POOL**.

A. Swimming is permitted only from 9:00 AM to Dusk.

B. The swimming pool sitting area is open from 9:00 AM to 11:00 PM.

C. Children under twelve (12) years of age must be accompanied by a responsible, adult swimmer.

D. All persons using the swimming pool do so at their own risk – no lifeguard on duty.

E. All persons shall shower thoroughly before entering the pool.

F. Only small floats or toys, except swimming aids attached to a swimmer, can be used and only when they are not encumbering others and not preventing pool occupancy. Occupancy will not be limited due to their usage or they shall be removed. No Beach equipment (Surfboards, Skimboards, etc.) whatsoever is permitted in the pool area as they track in sand and create hazards.

G. No running or horseplay of any type shall be permitted in the pool area.

H. In no event shall glass containers or glass objects be permitted in the pool area which is inside the perimeter gates.

I. Persons using suntan oil, lotion or any similar substance shall not use poolside furniture unless such furniture is completely covered by a towel or other protective material.

j. Swimming pool area is smoke and vape free. Including E-cigarettes or similar.

K. All persons using the swimming pool shall wear swimming attire.

L. Children that are not toilet trained must wear swim diapers while in the pool.

M. No animals are permitted inside the pool area or swimming pools under any circumstance.

N. No food or drink whatsoever within 6 feet of the pool or on the wet-deck area. (SJCHD)

15. **TENNIS, PICKLEBALL, & RACQUETBALL COURTS**. Tennis, Pickleball and Racquetball courts shall be used only from 8:00 A.M. to 11:00 P.M. Users must limit play to one (1) hour when others are waiting for a court.

16. **DRONES**. The use of drones on Summerhouse property is prohibited.

17. **BEHAVIOR.** All Owners, Guests and Renters are expected to act in a respectful and courteous manner while on the property or engaging with others. There shall be no verbal abuse, profanity, bullying, fighting or any other disrespectful actions towards another person while on property.

18. **EV CHARGING.** Electrical vehicle charging is restricted to an Owner's designated parking place or limited common element. Any other area is strictly prohibited unless designated or approved by the Board of Directors. If the use of a drop-cord is needed and placed across sidewalks or walkways, they must be properly secured and do not pose a tripping hazard or unsafe condition. Items such as ADA approved drop-cord covers shall be utilized.

19. **SMOKING, VAPING, AND E-CIGARETTES.** There shall be no smoking, vaping, or use of e-cigarettes inside any public building on property or common element area (Pools, Tennis Courts, etc.).

20. **SCREEN AND STORM DOORS.** All exterior screen or storm doors installed at a units' entryway shall be consistent and match in style, color and appearance as the existing approved doors on property. They shall be manufactured from aluminum or wood; screened, louvered or clear glass doors, with satin nickel/brushed nickel handles. Any doors installed that do not meet this criteria, as determined by the Board of Directors, shall be removed within five (5) days of notice or a fine of $100/day shall be levied thereafter. Door type/styles should be confirmed through the office with the GM prior to purchasing or installing. Examples and manufacturers are available.

21. **PATIO, BALCONY & TERRACE FURNITURE.** When a Hurricane Watch or significant storm event such as a Nor'easter has been declared or forecasted for the area and reported out by management, all owners will be required to remove and store all patio, balcony & terrace furniture along with any other items that can become wind-born or create hazards. If you are unable to come to property, you will need to contact the office to have a Work Order generated and the work performed. If your property is managed by an off-site management company, it will be the Unit Owner's responsibility to ensure the management company performs this work. Failure to adhere to or perform this work, within 48 hours of notice, will result in a mandatory fine of $100.00 per day to the Unit Owner, and if any damage is done to other property, can bring action at law or in equity. *(As long as the Summerhouse Rentals Inc. program is active, it will be the programs' responsibility to complete this work on any units under contract for property management.)*

22. **OFFICIAL RECORD REQUESTS.** All Official Record Requests shall be submitted by "Certified Mail" **Only** to Summerhouse Beach & Racquet Club's official mailing address and to the attention of the General Manager.

23. **BOARD MEETING DISCUSSIONS.** All discussions during meetings of the Board of Directors shall be limited to three (3) minutes per person for any topic. This shall be applicable to all parties including both Owners and Directors.

24. **COMPLIANCE WITH DOCUMENTS**. All Owners and their Family Members, Guests, Renters, and Lessees, **SHALL** comply with **ALL** of the terms, conditions, covenants, restrictions and limitations contained in the Declaration of Condominium, the Articles of Incorporation, the Bylaws, and these Rules and Regulations.

25. **RULE AND REGULATION CHANGES**. The Board of Directors of the Association reserves the right to change or revoke existing Rules and Regulations and make such additional Rules and Regulations from time to time as, in their opinion, shall be necessary or desirable for the safety and protection of assets, buildings and their occupants, to promote cleanliness and good order of the property and to assure the comfort and convenience of Owners, Guests and Renters.