

SEAWATCH AT MARATHON CONDOMINIUM ASSOCIATION, INC.

RULES AND REGULATIONS

In order to provide unit owners with a well-managed and maintained condominium, the following rules and regulations have been established for that purpose. Your Board of Directors will welcome the assistance of unit owners in the enforcement of these regulations.

Section 1. Each unit owner shall promptly pay the assessment levied by the Association.

Section 2. Parking spaces may be used only for the parking of passenger cars, station-wagons, bicycles or tricycles; boats or trailers, recreational vehicles, campers, vans, trucks, pick-ups, etc. shall be permitted to be parked only with the written approval of the Association.

Section 3. No nuisances shall be allowed upon the condominium property nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents.

Section 4. No unit owner shall annoy others with unreasonable noises or odors.

Section 5. All parts of the condominium shall be kept in a sanitary and clean condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist.

Section 6. No electrical device creating unusual electrical overloading or interference with radio or TV sets of others may be used in the units or common elements without the permission of the other unit owners.

Section 7. All garbage must be placed in plastic bags and sealed before depositing said garbage directly into the chutes or dumpsters. Boxes or bulky containers must be broken and compacted before depositing same into the chutes or dumpsters. The unit owners shall deposit all garbage in the dumpsters or other trash collection facilities provided by the Association and shall be prohibited from placing private garbage cans on the common elements.

Section 8. No immoral, improper, offensive or unlawful use shall be made of the condominium property or any part of it; and all valid laws, zoning ordinances and regulations of all governmental bodies for maintenance, modifications or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

Section 9. No unit owner shall show any sign, advertisement or notice of any type on the common elements or his unit. There shall be no "for sale" or "for rent" signs in any form or size placed inside or outside of the windows of a unit or attached to the curtains or blinds or any part of the interior or exterior of the condominium unit or on the common elements. The Association can post a sign for the purpose of unit owners selling or renting their units and said sign shall be erected in an area designated by the Association. This paragraph does not impose any restrictions on the Developer while there are unsold units.

Section 10. Children of any age shall be permitted to permanently reside on or visit the premises. All such children shall be under the control of a responsible adult when occupying or using common areas.

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Section 11. Each unit owner is responsible for the leasing or rental of his unit and acknowledges that no representations have been made by the Developer or the Association or any member thereof regarding the feasibility of the purchase of his unit for an investment or lease purpose.

Section 12. Each unit may have cable TV, if available, which shall constitute a limited common element. There shall not be any exterior antenna for either radio or TV or for any broadcasting or receiving equipment. The cost of the cable TV can be charged to the Association if approved by the Association, and each unit will be responsible for reimbursement of the monthly charge for each activated unit within his apartment, but any additional charges for becoming a member of Home Box Office or other similar broadcasting system shall be billed directly to the unit owner and not collected by the Association. If cable TV is not available the Association shall have the right to erect and maintain a master antenna system and include cost of same in the annual budget.

Section 13. Unit owners may keep dogs (weighing 20 lbs. or less), cats or other household pets provided that they are not kept, bred or maintained for any commercial purposes and so long as said pets do not constitute a nuisance to the other unit owners. Dogs must remain on a leash when outside the condominium unit. All pets must use the designated sanitary areas. In the event the unit owner of said pet(s) receives written notice from the Association that his pet constitutes a nuisance, for any reason whatsoever, the owner of said pet(s) shall immediately remove them from the condominium property. Persons occupying a unit as lessees or vacation rental tenants shall not be permitted to maintain pets in their unit or on any condominium property at any time. For purposes herein, household pets shall be dogs, cats and birds.

Section 14. No unit owner shall place or install any colored, reflecting or solar material on any windows without written approval of the Association. All shades, venetian blinds, inside shutters or other inside window treatments facing the exterior of the building must be of neutral or off-white color. Unit owners shall be allowed to place screens, jalousies, or other enclosures on balconies or other parts of the building where such areas are deemed to be limited common elements, provided that said improvements are uniformly constructed and installed with the prior written approval of the Association and in accordance with the plans and specifications of the Association. Replacement of said screens or jalousies shall be at the expense of the unit owners.

Section 15. No use of the condominium property shall be made which violates any of the terms and conditions contained herein or that violates any laws, ordinances and regulations of any governmental body having jurisdiction thereof.

Section 16. A unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents, lessees or vacation rental tenants, but only to the extent that such expense is not met by the proceeds of insurance carried by the unit owner or the Association.

Section 17. No window airconditioning units, window fans, or exhaust fans shall be installed in a unit.

Section 18. No rugs or mats shall be shaken or hung from or on any of the windows, doors, deck railings or balconies. No clothes, sheets, blankets, towels, bathing suits, laundry or any other kind of articles shall be hung out of an apartment or exposed on the common elements.

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Section 19. Each unit owner shall be permitted to have a gas grill on the balcony only.

Section 20. Each unit owner shall permit the Board of Directors of the Association, or any of them, or the agents and employees of the Association, to enter the owner's unit for the purpose of maintenance, inspection, repair and replacement of improvements made in accordance with the requirements of this Declaration.

Section 21. Reasonable, uniform rules and regulations concerning the use of the condominium property may be made and amended from time to time by the Board of Directors and/or members of the Association, in the manner provided by the Articles of Incorporation and/or the Bylaws. Copies of such rules and regulations and amendments shall be furnished to all unit owners and residents of the condominium upon request. Each unit owner shall conform to and abide by the Bylaws and uniform rules and regulations of the Association which have been or are adopted concerning the condominium property and each unit owner shall see that all persons using the owner's property, by, through or under him, does likewise.

Section 22. In any proceeding arising because of the alleged failure of a unit owner to comply with the terms of this Declaration as it may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the Court.

Section 23. The failure of the Association to enforce any covenant, restriction or other provision of this Declaration shall not constitute a waiver of the right to do so thereafter.

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