

THE RULES WE LIVE BY IN SEA COLONY

This is an abbreviated list of the rules which everyone in Sea Colony: Homeowners, Guests, Lessees must abide by. For further clarification, check your homeowner's manual or contact the on-site representative at the office – 445-5838.

Homes: Residential single family use only. No business may be conducted in Sea Colony homes.

Covenant Article 10 Section 31 Page 190

Architectural Procedure: No exterior alterations, additions or changes to any home, or its property or substantial change in landscaping shall be made or contracted without prior written approval from the ARC & the Board. **ARC forms, manual & samples can be found in the clubhouse.**

Exterior Appearance: Objects such as bicycles, toys, barbeques, etc. may be placed on a lot only if concealed from the view of the road frontage. No Sheds are allowed on your lot. You are responsible to maintain your yard... grass, shrubs, trees and keep your Swales in working order. **Covenant Article 10 Section 13 Page 135**

Disposal: Do not pour paint, petroleum, or caustic substances down sewer or house drains. Do not dispose of grass clippings or any other materials in the lakes.

Covenant Article 10 Section 13 Page 186

Refuse Containers: Do not put out refuse and recycle containers or yard trash earlier than **7PM** the evening before pickup. Also please take in promptly. Be sure any food waste is in a container with a tight fitting lid, to prevent animals from getting into it. Please do not leave your containers out past 7 PM the day of pickup.

Covenant Article 10 Section 21 Page 188

Pets: No more than 2 household pets per home. Owners are responsible for picking up ALL waste created by their dog. Also, all pets must be on a five foot leash unless in your own fenced yard and are not allowed to walk or defecate on private lots except those of the owner.

Covenant Article 10 Section 10 Page 184

Nuisances: No loud, obnoxious or offensive activity that may become an annoyance or nuisance to the neighborhood, shall be conducted on any lot or common area especially during the late evening hours

Covenant Article 10 Section 11 Page 185

Sales or Rental: No dwelling may be rented, leased, or sublet for a period of less than 30 days. The Board has authorized the use of registration forms to be completed by the prospective purchaser, renter or property manager

Covenant Article 10 Section 19 Page 187

Roadways: Please observe 20 mph speed limits, stop fully at stop signs, and watch for pedestrians and bikes.

Vehicle Registration & Rules: See *Vehicle Decal Registration, Rules & Related Regulations*. Call gate for up to three days guest/ vendor entry and call office for longer pass. File Absentee Owner notice for other entries when away.

Parking: No trucks (over 1 ton gross vehicle carrying capacity) or commercial vehicles, campers, mobile homes, motor homes, boats, house trailers, boat trailers or trailers of any description may be parked or stored overnight on any lot or common area unless parked inside a garage with the door completely closed.

Parking: No parking on grass **beside streets** at anytime. No parking in the "Swales" at anytime. No parking on the streets or clubhouse parking lot between 1 a.m. – 6 a.m. If you do park on the street during the day, Please do not block another resident's driveway ingress / egress or mail box. **See Covenants – Article 10, Section 5 Page 183 & Article 10 Section 18 Page 187.** Any vehicles in violation of the above rules will be towed at the owner's expense.

Golf Carts: A golf cart **may not** be operated on the **Sea Colony** roads by any person under the **age of 14**. A golf cart may be operated only during the hours between sunrise and sunset, unless the golf cart is equipped with headlights, brake lights, turn signals, and a windshield. A golf cart **may not** be operated on the roads during the hours **between sunset and sunrise** by any person under the **age of 16**, regardless if golf cart is equipped with headlights, brake lights, turn signals, and a windshield. One person per seat and under no circumstance more people than seats are allowed. All carts need to be registered at the office.

Operation of Boats: No boat or water craft, if propelled by an internal combustion engine, shall be operated in any lake or body of water in the community; only electric motor, paddle or oar propelled craft allowed.

Pool & SPA: Pool tags required. Children under 12 must be supervised by an adult. No diving, running, jumping or horseplay. No open sores or skin diseases. No food, animals, loud radios, glass, bikes, frisbees, skates, skateboards, balls, surfboards, rafts, etc. in pool area or clubhouse walkways. No drinks within four feet of pool. **Untrained/Diapered children are not allowed in the pool/spa;** please use the small pools that are provided by the Association. Please clean all beach sand, and tar off before entering pool deck. **Also note all posted rules.**

Clubhouse Use: No commercial or profit making use of the clubhouse or common areas. Neither residents nor guests' may close the clubhouse to others at any time. Owners must file a request for an event use for more than fifteen (15) guests. **Covenant Article 10 Section 5 Pg 183**

Violations: The Association has the right to **deny use of common areas** and fine any person or persons deemed to be in violation of any of the Covenants, By Laws or Rules, after due written notice. **Covenant Article 10 Section 5 Page 183**
If the person in violation is a lessee or guest, the fine will be levied on the owner of record for the home, as the owner is responsible for the actions and conduct of their renters, guests, or visitors. All property owners have agreed, "According to our

Covenants" to be good stewards of our community. This includes treating the common grounds, clubhouse, walkovers, beach, pool and spa areas with respect and regard for your fellow neighbor.

Covenant Article 6 Section 6 Page 170

We may suspend for a reasonable period of time, the rights of a member or a member's tenants, guests, or invitees, or both, to use common areas and facilities and may levy reasonable fines, not to exceed \$5 per day per violation, against any member or any tenant, guest, or invitee. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed \$1000.00 in the aggregate.

Violations Continued: A fine shall not become a lien against a parcel. In any action to recover a fine, the prevailing party is entitled to collect its reasonable attorney's fees and costs from the non prevailing party as determined by the court.

Covenant Article 6 Section 3 Page 169

The Board of Directors of the Sea Colony HOA will invoke Its privilege to "Remove you and your family members and Or guests, lessees' or renters, from using the Sea Colony Amenities". (such as the Clubhouse, Pool, Spa, and other Common areas) This consequence will be outlined and sent to you by letter from our Property Management. At that time of receipt...your amenity privileges are revoked. If you continue to abuse the amenity privilege, after you have received this notice from the property management, Be warned:

There will be "Formal Charges" filed against you.

Covenant Article 7 Section 6 Page 171

Effect of Non-Payment of HOA dues

We would like to remind you that it is your responsibility to speak to the Property Manager concerning late payment of your HOA dues. You are given a ten day grace period after HOA fees are due. You are sent a 10 day letter, which gives you until the 18th of that month to get your HOA fees paid. When you receive this 10 day letter you will see a fine of \$ 25 attached to your Bill.

If you are late a total of 45 days, there is an automatic lien placed on your property. This also initiates a monthly \$ 25 fining process in late fees that will continue, along with any attorney fees that are incurred by Sea Colony.

You also loose your Amenity Privileges.

Please refer to your Covenants for full explanation of these governing Rules and regulations.

Note: This is Standard Procedure at all HOA's across the country.

Please know that your HOA fees are an important part of living in this gated community.

Florida Statute Chapter 720 Section 720.305 (d) 2 & 2 Pages 10 & 11 Obligations of Members, etc' remedies at law or in equity; levy of fines and suspension of use rights.

If you are not paying your HOA fees, there are consequences.

I / We have read and understand the Rules We Live By and agree to abide by them and all Sea Colony rules and regulations:

Name(s): _____

Address _____ Lot # _____