

BEACH COLONY TOWER, A CONDOMINIUM

Revised RULES AND REGULATIONS
2010

A. The Rules and Regulations hereinafter enumerated as to the Condominium Property, the Common Elements, the Limited Common Elements and the Condominium Units shall be deemed in effect until amended by the Board of Directors of the Association and shall apply to and be binding upon all Unit Owners. The Unit Owners shall, at all times, obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision.

(1) The use of the Units shall be consistent with existing laws and the restrictions set forth in the Bylaws and shall not constitute a nuisance.

(2) Common Elements shall not be obstructed, littered, defaced or misused in any manner and shall be kept free and clear of all rubbish, debris and unsightly materials. Repair and costs of destruction or damage caused to a Common Element shall be the responsibility, and at the expense, of the responsible Owner. Personal property shall not be placed outside of the front door of a unit in such a manner that inhibits ingress or egress of the unit or is more than six feet from the front door of the unit. Any item in violation of these parameters may be removed and disposed of by an authorized representative of the Association. Repair and costs of destruction or damage caused to a Common Element shall be the responsibility, and at the expense, of the responsible Owner.

(3) Owners and occupants of Units shall exercise extreme care to minimize noises in the use of musical instruments, radios, television sets, amplifiers, etc., so as not to disturb other persons or parties occupying Units.

(4) No garments, rugs, etc., may be hung from the windows or other portions of Units. No rugs, etc., may be dusted from the windows of the Units. Rugs may be cleaned within the Units but not in any other portion of the Condominium Property.

(5) All garbage and trash shall be deposited in the disposal installations provided for such purposes.

(6) No Owner or occupant of a Unit shall install wiring for electrical or telephone installations, nor install machines or air conditioning units, etc., that may effect the exterior of a Unit in any shape or manner except as authorized in writing by a majority of the Board of Directors.

(7) Owners shall not cause or permit anything to be placed on the outside walls of any of the buildings and no sign, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior written consent of the Board of Directors. Written approval by the Board of Directors is also a requirement prior to any construction or modification. Similarly, owners shall not place an item in windows which are visible from the outside of the building that are intended to express a political, social, or moral position without the written approval of the Board of Directors. An owner may display an official flag of the United States that's largest side is not more than six feet. When written approval of the Board of Directors is required, such approval shall not be deemed given until the approval is recorded in the approved minutes of the meeting at which the approval was granted.

(8) No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or may become an annoyance or nuisance to the other Owners or occupants or which may be injurious to the reputation of the property.

(9) Nothing shall be done in any Unit or in, on or to, the Common Elements which will impair the structural integrity of the building or which would structurally and/or mechanically change the buildings except with the approval of the Board of Directors. No awnings or enclosures are to be added without the Board of Directors' written approval.

(10) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the buildings or contents thereof, applicable for residential use, without the prior written consent of the Board of Directors. No Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the building, or contents thereof, or which would be in violation of any law.

(11) No industry, business trade, occupation or profession of any kind, commercial, religious, educational or

otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted in any Residential Unit except with the prior written consent of the Board of Directors.

(12) No clothesline or similar devices shall be allowed on any portion of the Condominium Property by any person, firm, or corporation without the written consent of the Board of Directors. No grilling or barbecuing is permitted on the balconies or terraces.

(13) All animals on the Condominium Property shall comply with Beach Colony Tower Policy on Pets. A copy of that policy may be found in the Beach Colony Office.

(14) No more than ten (10) persons can occupy a four (4) bedroom unit without the prior written approval of the Board of Directors. No more than eight (8) persons can occupy a three (3) bedroom unit without the prior written approval of the Board of Directors. No more than six (6) persons can occupy a two (2) bedroom unit without the prior written approval of the Board of Directors.

(15) Maintenance Assessments that are unpaid for over ten (10) days after due date shall include, in addition to interest (as provided for in the Bylaws), the greater of five percent (5%) of each installment or \$25.00 as a late charge.

(16) Prior to the installation of ceramic tile, marble, wood flooring, parquet or any other hard surface, the unit owner is required to shield adjacent property owners from internal noise pollution by way of finished floor product selections. The limits of which shall be applied to the entire living unit floor area when considering hard tile, wood surfaces, resilient tile or sheet goods, or carpeted/ rug floorings. It shall be required that all interior floor areas be finished where interior concrete surfaces are not exposed to view except under emergency conditions deemed by the HOA Board of Directors. The rating shall be a class STC 50 (48 db) and 55 IIC (Impact Insulation Class). The noise abatement capability shall meet or exceed requirements of ASTM E90 Sound Transmission Class (STC), ASTM E413, and ASTM E492 Impact Insulation Class (IIC). Testing results shall accompany each product selection for both STC and IIC standards. Sound rated ceiling assemblies shall not be required in the living units. Use of wood fiber

composition underlayment is prohibited. The unit owner must supply to the Association the necessary documentation to demonstrate that it has satisfied these requirements.

(17) When a Unit Owner or his guest are not in residence, the temperature of the Unit is to be set no lower than 50°F and no higher than 80°F to reduce mildew and damage resulting from humidity to the Unit.

B. The Association may levy reasonable fines against a Unit for the failure of the Owner of the Unit, or its occupant, licensee, or invitee, to comply with any provision of the Declaration, the Association Bylaws, or reasonable Rules of the Association. No fine will become a lien against a Unit. No fine may exceed \$100 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$1,000. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the Unit Owner and, if applicable, its licensee or invitee. The hearing must be held before a committee of other Unit Owners. If the committee does not agree with the fine, the fine may not be levied. The provisions of this subsection do not apply to unoccupied units. The procedure for the hearing shall be, at a minimum, as follows:

(1) The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include:

(a) A statement of the date, time and place of hearing;

(b) A statement of the provisions of the Declaration, Association Bylaws or Association Rules which have allegedly been violated; and

(c) A short and plain statement of the matters asserted by the Association.

(2) The party against whom the fine may be levied shall have an opportunity to respond, to present evidence and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association.

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