

This instrument was prepared by
LANCE D. CLOUSE, Esquire,
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401 SE Osceola Street, First Floor
Stuart, Florida 34994

CERTIFICATE OF AMENDMENT

**AMENDED AND RESTATED RULES AND REGULATIONS
OF
SEASCAPE CLUSTER, INCORPORATED
FOR
SEASCAPE I, A CONDOMINIUM**

WHEREAS, the Declaration of Condominium for Seascape I, a Condominium ("Declaration") was recorded in Official Records Book 338, commencing at Page 1033 of the Public Records of St. Lucie County, Florida; and

WHEREAS, the rules and regulations for Seascape Cluster, Incorporated ("Association"), the entity responsible for the operation and management of the Condominium, were recorded as an Exhibit to the Declaration in Official Records Book 338, Page 1110, Public Records of St. Lucie County, Florida; and

WHEREAS, at the Board of Directors' Meeting held on March 23, 2016, the Board of Directors approved, by a vote in excess of that required by the governing documents, the Amended and Restated Rules and Regulations of the Association;

NOW, THEREFORE, BE IT RESOLVED that the Rules and Regulations were amended and restated as attached hereto.

IN WITNESS WHEREOF, we have affixed our hands this ____ day of April 2016, in For Pierce, St. Lucie County, Florida.

WITNESSES:

John S. Smith
Print Name: John S. Smith
Francis E. Cleary
Print Name: Francis E. Cleary

SEASCAPE CLUSTER, INCORPORATED

By: *Jack R. Craig*
Jack R. Craig, President

STATE OF FLORIDA)
COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me this 19th day of April 2016, by Jack R. Craig, as President of Seascape Cluster, Incorporated, a Florida not-for-profit corporation.

Personally Known -OR-
Produced Identification

NOTARY PUBLIC, STATE OF FLORIDA

Type of Identification

ACTIVE: 8327130_2



Julie Barrett
Print Name: Julie Barrett
My Commission Expires: 9/28/18

LANCE D. CLOUSE, ESQ.
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SEASCAPE I

AMENDED AND RESTATED RULES AND REGULATIONS

WHEREAS, **Seascape Cluster, Incorporated** ("Association" or "Seascape") is the corporation charged with the operation, maintenance, and management of **Seascape I, A Condominium** ("Seascape I"); and

WHEREAS, the day-to-day affairs of the Association are administered by the Association's Board of Directors ("Board of Directors" or "Board"); and

WHEREAS, the Association has no employees, but instead contracts with a Florida licensed community management company (the "Management Company") to provide managerial, maintenance, housekeeping and other services on behalf of the Association; and

WHEREAS, the Association's Amended and Restated Declaration of Condominium (the "Declaration") has defined "Unit" or "Units" as meaning that part of Seascape I's property which is subject to exclusive ownership, has defined "Common Elements" as meaning that part of Seascape I's property not included within the Units, and has defined "Limited Common Elements" as meaning those Common Elements the use of which is reserved to a particular Unit to the exclusion of all other Units; and

WHEREFORE, pursuant to the rule-making authority granted by Article 5, Section E. of the Amended and Restated Bylaws (the "Bylaws"), the Board hereby promulgates, adopts and publishes the following Amended and Restated Rules and Regulations (the "Rules"):

I. GENERAL RULES.

1. OCCUPANCY LIMITATIONS. Maximum overnight occupancy is limited as follows:

Unit 1: 6 persons	Penthouse A: 8 persons
Unit 2: 8 persons	Penthouse B: 10 persons
Unit 3: 4 persons	Penthouse C: 8 persons
Unit 4: 6 persons	Penthouse D: 8 persons

2. NOISE. No disturbing noises shall be permitted on the property that would interfere with the rights and comforts of owners, renters or guests. This includes loud vehicles, radios, other sound amplification devices and mufflers. Quiet time is from 10 PM until 8 AM. However, no pounding, drilling or construction noise is permitted after 5:00 PM on weekdays or at any time on Saturday or Sunday, except with the Board's permission. If a resident is disturbed by noises during the designated quiet time, the Management Company should be called.

3. SIGNS. No sign, advertisement, or notice of any kind may be displayed which is visible from a Unit or from the Common Elements without written approval by the Board.

4. STORM PREPARATION. In the event of tropical storms/hurricane warnings, all loose items must be removed from open balconies, including deck furniture, etc. Propane tanks must be stored off property – no exceptions.

5. CONTRACTORS AND UNIT OWNERS; CONSTRUCTION AND REMODELING CODE OF CONDUCT. Unit owners are responsible for ensuring that their contractors and subcontractors who perform

any work in their Units or garages abide by Seascope I's Rules, including this Code of Conduct (the "Code"). This Code is also applicable to Unit owners who themselves undertake construction, repairs or remodeling in their own or other Seascope I Units. Unit owners shall be responsible for any violations of this Code, of Seascope's Rules or for any damage to Seascope I's Common Elements committed by themselves, their contractors or their agents. Violators could be subject to fines, costs and attorney fees and other penalties. See Sec. 17 of Seascope I's Declaration. As used herein, the word "contractor" includes all subcontractors, their workers and all other workers, as well as the aforementioned Unit owners. Contractors shall be expected to understand and abide by the following:

- A. Owners shall provide a copy of this Code to each contractor and subcontractor prior to commencing work. For access to copies of this Code, see the Management Company section at the end of these Rules.
- B. Generally, contractors and materials are required to enter and leave the buildings through the side contractor doors. Unit owners are responsible for informing their contractors of this entrance and for making any other necessary arrangements with the Management Company's staff.
- C. Contractors and owners delivering or removing construction materials, furniture and/or appliances are required to use only the East elevator in each building.
- D. Staff will not open or close individual Units for contractors, deliveries, etc.
- E. Work shall not begin prior to 8:00 A.M. and shall conclude no later than 5:00 P.M. No work is permitted on Saturdays, Sundays or on legal holidays without the prior written approval of the Board.
- F. Hallway floors shall be covered with paper or other appropriate protective covering from the elevators to the Unit undergoing repair. That covering shall be removed by the contractor or Unit owner when the work is complete or whenever there is a significant delay or pause in the project.
- G. Dust and other debris shall be cleaned up daily from the Common Elements, including hallways. Failure to do so will result in commercial cleaning charges being assigned to the Unit owner or other appropriate disciplinary action.
- H. Materials, supplies, appliances and trash shall not be placed, stored or left on any portion of the Common Elements, including hallways.
- I. Construction debris, including carpet and drywall, shall not be placed in dumpsters, trash rooms or left on Seascope I property. All such items must be promptly removed from the premises.
- J. Staff should be contacted before materials, tools, or debris is transported to or from upper floors so that elevators and elevator floors can be padded. Pads are kept near the 1st floor trash rooms so owners and contractors can pad the East elevators themselves.
- K. Contractor vehicles shall not park in or block the "turn arounds" or driveways. Other than when loading and unloading, such vehicles must park in non-restricted, designated parking areas. Absent prior written consent from the Board, all contractor vehicles, including trucks and trailers, shall vacate Seascope I premises shortly after 5:00 P.M. daily.
- L. Contractors and their workers must at all times conduct themselves in a businesslike and professional manner, including but not limited to:

- a. No loud radios or other amplified noise;
- b. No swimming or eating on the pool/spa deck or in the outdoor grilling area;
- c. No alcoholic beverages;
- d. No animals of any sort;
- e. No weapons; and
- f. No loud, abusive or offensive talking or shouting.

6. BALCONIES, PATIOS AND RAILINGS.

- A. No carpeting is allowed on balconies.
- B. No laundry, towels, etc. shall be dried on balconies visible to other Units or the Common Elements. Nothing shall be hung over railings.
- C. No items shall be allowed on the open balconies and patios of Units unoccupied for more than five consecutive days during hurricane season, June 1- November 30.

7. PEST CONTROL; TRASH AND RECYCLING MATERIALS.

- A. Once a month, the residents of each Unit must allow the Association's pest control contractor access to the Unit.
- B. No dumping of trash in chutes from 9:00 PM- 9:00 AM. All trash MUST be in heavy plastic bags and securely tied before depositing in the chute. No loose items shall be thrown down the chutes. Additional directions posted on trash room doors and/or inside the trash rooms by the Association from time to time must be complied with.
- C. Glass bottles, plastic bottles, cardboard containers, plastic containers and newspapers should be taken to the first floor trash room and placed in recycling bins. Boxes must be crushed and broken down.
- D. No trash of any kind shall be left in halls or stairway landings.

8. SMOKING. Other than inside the Units, smoking is not permitted inside any Seascope I building, including hallways, garages and the pool house.

9. PETS. Unit owners shall not keep or allow to be kept, housed, maintained or otherwise permitted to remain on Seascope I property any pets or animals whatsoever, without the written consent of the Board. No replacement of a pet is allowed without prior approval of the Board. Unit owners must complete and submit to the Management Company a "Pet Permission Request/Agreement" form, as adopted and amended by the Board from time to time, a sample of which is attached hereto as Exhibit "A". Tenants, guests and family members of owners are not permitted to have pets on the Seascope I property at any time. No pets shall be kept, bred or maintained for any commercial purpose. Except for pets that have previously been approved by the Board, only one (1) pet, which does not exceed forty (40) pounds mature weight, is allowed in a Unit. Pet waste must be cleaned up by the pet's owner immediately. Pets must be on a leash and controlled at all times. For additional restrictions on pets, see Article 16, Section 16.2 of the Declaration.

10. DOORS. All exterior doors should be closed and locked at all times. Building fobs and keys should NOT be given to workers. Exterior doors shall not be left blocked open for any period of time.

11. **EXTERIOR MODIFICATIONS.** All exterior modifications/improvements (i.e. balcony sliders, hurricane shutters, etc.) must be first approved by the Board and then submitted to the Ocean Village Architectural Board of Review (hereinafter "ABR"). An ABR form (available on www.oceanvillage.com) must first be submitted to Seascape I's Board. If Board approval is granted, the form must then be submitted by the requestor to the ABR.

12. **WATER SHUT OFF WHILE NOT IN RESIDENCE.** The water must be turned off in Units vacant for 24 hours or more.

13. **RESIDENTIAL USE; LIMITED COMMERCIAL USE.** Seascape I Units shall not be utilized by any owner, tenant, occupant and/or guest wholly or in part for a commercial purpose which detracts from the residential character of the neighborhood. These commercial purposes include, without limitation, those which increase traffic, increase noise levels, create noxious odors, or otherwise negatively impact neighboring residents.

14. **MINIMUM RENTAL PERIOD; SUBLEASING.** As stated in Seascape I's Declaration, the minimum rental period is thirty (30) consecutive days. At least 30 days prior to a tenant's commencement of a rental term, the Unit owner must complete and submit to Seascape I's Management Company the "Notice of Intent to Rent" form, as adopted and amended by the Board from time to time, a sample of which is attached hereto as Exhibit "B". For rentals arranged less than 30 days prior to the beginning of a rental term, the Notice of Intent to Rent form must be sent to the Management Company as soon as possible prior to the commencement of the rental term. Subleasing of Units is prohibited.

15. **PROHIBITION OF HOVERBOARDS.** Without specific written authorization by the Board, hoverboards are prohibited from being operated on any of Seascape I's property.

16. **PROHIBITION OF DRONES OR REMOTELY CONTROLLED FLYING DEVICES.** Without specific written authorization by the Board, drones or other remotely controlled flying devices are prohibited from being operated over, on or in any of Seascape I's property.

17. **PROHIBITION ON FIREWORKS.** The use or storage of fireworks, whether the general possession or use thereof is otherwise legal or illegal in the State of Florida, is prohibited anywhere on or in any of Seascape I's Common Elements, Limited Common Elements, or Units.

18. **GARAGE POLICY.** Maintenance and replacement of garage doors is the responsibility of the Unit owner to whom the garage is assigned; provided, however, Seascape I is responsible for painting the exterior of the doors at its expense.

- A. The present occupancy of each garage is approved, so long as that occupancy meets all other provisions of the Declaration and/or of these Rules.
- B. Use or occupancy of any garage cannot be transferred or changed without the prior written consent of the Board.
- C. Garages can only be occupied or used by Seascape I owners, their tenants and guests residing in their Seascape I Unit. They cannot be leased, "loaned" or otherwise used by any person not in residence at Seascape I.

- D. Garages shall not be utilized as part of any business purpose, including storage of business-related materials.
- E. Modifications to the interior of garages in existence at the time of adoption hereof are "grandfathered". No additional modification of the interior of any garage shall be permitted without the prior written consent of the Board. This prohibition includes changes to or modifications of the present electrical system.
- F. All electricity in the garages is currently billed to and paid for by Seascope I. No electrical appliances such as freezers, refrigerators, stoves and other cooking apparatus, and no electric automobile charging equipment for battery operated vehicles shall be permitted without prior written authorization by the Board. Any such items now in existence are **NOT** permitted unless written Board approval was previously given. The occasional use of electrical powered tools and automobile "trickle chargers" which consume very little electricity are permitted. The Board will develop and implement an "Exclusive Use Fee" for use of electrical outlets within the garages for long term use of larger electrical appliances, in order to offset the expense attributable to the higher level of electricity consumed.
- G. No propane tanks, gasoline, fireworks, flammable substances of any sort, and no corrosive, noxious or potentially harmful chemicals of any sort shall be kept or stored in any garage.
- H. Nothing shall be stored in, attached to or suspended from the rafters, trusses or roof of any garage.
- I. No work or activity shall be conducted in any garage that is dangerous to any person, potentially harmful or damaging to any property, including to automobiles, or to the structure itself, or which in any way would disturb the peace and quietude of Seascope I's residents, or their ability to enjoy the use of the garage assigned to them.

19. EXTERIOR PARKING.

- A. Seascope I's parking spaces are reserved for the exclusive use of Seascope I's owners, their tenants and their guests. Only passenger automobiles, station wagons, SUVs and passenger vans may be parked on Seascope I property between the hours of 9:00 P.M. and 8:00 A.M. Trucks of any nature (including, but not limited to pickup trucks), other vehicles with open cargo areas, motorcycles, motor scooters, other motorized two and three wheeled vehicles, and boats are not permitted to be parked on Seascope I property between the hours of 9:00 P.M. and 8:00 A.M. unless parked inside an enclosed garage with the door fully closed.
- B. Commercial vehicles are not permitted to be parked on Seascope I property; provided, however, the Board may approve in advance and for a limited period of time the overnight parking of moving vans and trailers, construction trailers, and similar equipment, pursuant to sub-section 16.9.2(d) of the Declaration.
- C. Unlicensed, temporarily or permanently inoperable or dilapidated vehicles and vehicles covered by canvas, plastic or other materials shall not be parked on Seascope I property at any time except within an enclosed garage with the door closed.
- D. For additional information on permitted or prohibited vehicles, refer to sub-section 16.9.2 of the Declaration.

E. In addition to all other permissible penalties, vehicles violating the provisions of this Section may be subject to being towed without notice and at the expense of the owner or operator of the vehicle.

20. **HURRICANE SHUTTERS.** All Seascope I Units are protected by hurricane shutters purchased, installed and owned by the individual Unit owners. Each Unit owner, for the protection of his or her own Unit and for the protection of the Units around and below, must service and otherwise maintain all shutters at his or her Unit to ensure that they work properly and will adequately protect the Unit owner's property and the property of Seascope I's other owners. The Board may periodically require the Management Company or a licensed contractor to conduct an inspection of the shutters in each Seascope I Unit and will notify the Unit owner in writing in the event it is determined that repair, alteration or replacement is required. The Unit owner shall, within 60 days after such written notification is sent, have the necessary work completed. Should the Unit owner fail to do so within the allotted time, the Board may commission a licensed contractor to do so and charge the cost thereof back to the Unit owner. Any such charge which remains unpaid after 60 days shall become a foreclosable lien against the Unit.

21. **POOL AND SPA AREAS.** All people using the pools and spa do so at their own risk. No lifeguard is provided.

- A. Pool and Spa hours are from dawn to dusk.
- B. For safety reasons, no person who is unable to swim is allowed in the pool or spa without responsible supervision. No person who is incontinent may use the pool or spa. Violation may result in a suspension of use rights and/or fines and other charges if the pool or spa must be closed for cleaning due to health and safety reasons.
- C. Persons under age 12 are not allowed in the spa without responsible supervision.
- D. A thorough shower must be taken before entering the pool.
- E. Beach bathers must remove tar and sand before entering the pool, spa or Seascope I buildings.
- F. No food or glass containers may be used within the fenced pool area.
- G. Persons with infections (e.g. fungus, skin diseases, open abrasions) are not allowed in the pool or spa.
- H. No diving, running, ball playing or excessive noise is permitted in the fenced pool and spa areas. Pets, bicycles, skateboards and other wheeled recreational equipment are not permitted in the fenced pool/spa area.
- I. Pool noodles are the only floats allowed in the pool. No rubber floats, rafts, flippers, scuba diving equipment, frisbees, etc. are permitted. No oils may be used, as they damage the pool and furniture.
- J. Lounges and chairs must be covered with a towel when used. Chairs and lounges cannot be "reserved". Umbrellas must be closed when leaving the pool area.
- K. Radios, stereos and other sound amplifying devices are not permitted unless used with headphones.
- L. Pool and/or spa users must be dry before entering any of Seascope I's residential buildings, and footwear and cover-ups must be worn on the Common Elements and inside residential buildings.

M. No furniture or equipment shall be removed from the pool deck.

22. RECREATION ROOMS AND KITCHENS.

- A. Recreation rooms and kitchens are for the use of residents and their authorized guests only.
- B. No outside organizations are permitted to use them.
- C. Reservations are on a first come basis.
- D. Facilities must be cleaned and restored to original condition immediately after use and furnishings should be returned to their original locations.
- E. Users and guests are responsible for proper conduct; the user assumes liability for any damage.
- F. No one under age 13 shall use the facility without responsible supervision.

23. GRILL/DINING AREA.

- A. The grill and dining area is for the exclusive use of Seascape I's owners, residents, and their guests.
- B. Voices, noise, smoke and odors must be kept to a minimum. Earphones must be used with radios and other amplified devices. Community functions may have amplified music with prior Board approval.
- C. Meals in the Grill/Dining area, including cleanup, should be finished by sunset.
- D. Thoroughly clean up the area and dispose of trash appropriately before departing.
- E. No glass dishes, glasses or bottles of any type are permitted in the Grill/Dining area.
- F. Clean and prepare all meats and other foods in Units prior to bringing them to the Grill/Dining area for cooking/consumption. Do not clean/prepare meats, fish, etc., or perform other inappropriate tasks in the area. Do not clean or prepare food or clean utensils in the pool house.
- G. Use and abide by the sign up sheet. Persons signed up in advance have priority to use the Grill/Dining area.
- H. Failure of owners, renters, residents, or their guests to comply with these Rules may result in suspension or revocation of the privilege to use the Grill/Dining area, in accordance with applicable laws and the governing documents.

24. COMMON ELEMENTS.

- A. No individual or entity, whether an owner, guest, renter, individual member of the Board and/or Association officer, has the right or power to alter or change the use, appearance, contents or furnishings of any Common Element without prior express consent from the Board in accordance with Article 9, Section 9.2 of the Declaration. This includes no moving, removing, changing, replacing or adding to any Common Element, whether interior or exterior.

- B. Chairs and lounges at the pool and chairs and tables within the recreation rooms may be moved around within those areas, but must be returned to their original positions after use by the resident or guest.
- C. The Board will inform the Management Company whenever permission is granted to change a Common Element, to place an item in a Common Element, or to move, alter or replace an approved item already in a Common Element, and the Association will keep a record of such approved changes. Management Company staff shall be directed to restore to its prior condition any item or area that is changed without the Board's permission and to remove any unauthorized items placed in any Common Element if the owner, tenant or occupant does not remove the items. Said staff will attempt to identify and notify the person or persons responsible, and such person(s) shall have seven (7) days to remove the item from the Common Elements; provided, however, that if the item(s) in question create(s) a health and safety hazard which necessitates immediate action, as determined by staff, the item in question must be removed immediately upon notice by staff. If the item is not removed by the responsible person(s) within seven (7) days (or less if a health and safety concern) from notice by staff, or if staff is reasonably unable to identify and contact the responsible person(s), then staff shall remove the item(s) in question and shall thereafter dispose of them without further notice.
- D. All furnishings, plants, decorations and other items placed in hallways, including the locations thereof, must be approved by the Board and shall at all times meet all requirements of the Fire Marshall and any other regulatory agency, as such regulations may from time to time be modified. Fire exits must be unobstructed at all times. Any furnishings, plants, decorations or other items in violation hereof shall, immediately upon notice to the Unit owner or other occupant, be removed by the Unit owner/occupant, and failure to do so promptly and permanently may result in the removal and disposition of the offending items by the Association.
- E. No political, religious, offensive or controversial items shall be placed in or on any Common Element, except as otherwise provided by law.
- F. The Board shall have the exclusive authority to interpret this Rule and to determine whether any items or items violate the provisions hereof.

25. STORAGE ROOMS. Units located on floors 2, 4, 5, 7, 8 and 10 of all three Seascape I buildings share equally, as Limited Common Elements, in the use of small storage rooms (the "On Floor Storage Rooms") located on those floors. Due to the location of electrical/mechanical rooms on floors 1, 3, 6, 9 and 11 of all three buildings, there are no On Floor Storage Rooms on those floors. Instead, in buildings 4100 and 4300, those latter Units have designated storage space in rooms located on the ground floor of each building (the "Off Floor Storage Rooms"). There is no Off Floor Storage Room in the 4200 building because the Maintenance Office and equipment utilize that space.

Both the On Floor Storage Rooms and the Off Floor Storage Rooms are Limited Common Elements, the use and occupancy of which is controlled by the Board. Each On Floor Storage Room is reserved for and shall be used only by the Units on that particular floor. The space therein shall be shared equally and equitably, shall be maintained cleanly and safely, and appropriate unobstructed room for ingress and egress shall be afforded to the space assigned to each Unit.

Each Off Floor Storage Room has storage bins assigned for each Unit entitled to use that room. Storage in that room by each Unit is limited to the inside and on top of the particular storage bin assigned to that Unit. No other Units or persons shall store anything in that room. Nothing shall be stored on the floor or walls of the room. No changes in assigned bins shall be made without the prior written consent of the Board.

All items stored in either an On Floor Storage Room or in an Off Floor Storage Room shall comply at all times with all Seascope I Rules and the requirements of all City, County, State and other regulatory agencies. Paint, propane, gasoline, flammable or explosive or other hazardous substances, noxious substances of any sort, fireworks, batteries and other objectionable substances and items, as determined by the Board, are prohibited. Batteries shall be removed from all devices. No electrical devices shall be connected for use in any of the storage rooms. The Board shall be the sole arbiter of all disputes directly or indirectly related to the storage rooms and its decisions shall be final.

II. MANAGEMENT COMPANY; CONTACT FOR FORMS AND INFORMATION.

Seascope I is managed by a licensed community management company. Seascope I's governing documents, including the Amended and Restated Articles of Incorporation, Amended and Restated Bylaws, Amended and Restated Declaration of Condominium, Amended and Restated Rules and Regulations, policies, exhibits, Pet Permission Request, Notice of Intent to Rent and other useful forms can be obtained from the Management Company by phone, fax or by downloading from its website. The Management Company's contact information and website information is posted on the interior bulletin board in each Seascope I building. Copies of the Notice of Intent to Rent and the Pet Permission Request and other useful forms and information can often also be obtained in the Recreation Room of each Seascope I building.

III. RULES AND REGULATIONS ESTABLISHING A COMPLIANCE COMMITTEE AND CREATING SUSPENSION/FINING PROCEDURES.

WHEREAS, Section 718.303(3), Florida Statutes provides that the Association may levy reasonable fines 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 and that the Association may suspend, for a reasonable period of time, the right of a Unit owner, or a Unit owner's tenant, guest, or invitee, to use the Common Elements, common facilities, or any other Association property for failure to comply with any provision of the declaration, the Association Bylaws, or reasonable Rules of the Association; and

WHEREAS, Article 17, Section 17.3 of the Amended and Restated Declaration of Condominium (the "Declaration") provides:

In the event a Unit Owner or anyone for whom Unit Owner is responsible fails to comply with a provision of the Declaration, the Bylaws, the Articles of Incorporation of the Association, applicable Rules and Regulations, or any other agreement, document or instrument affecting the Seascope I Property in the manner required, the Association shall have the right to impose a fine against the Unit Owner and the Unit. The nature and extent of fines levied by the Association, and the manner in which such fines are levied, will be in accordance with the fining procedures provided by the [Condominium] Act, as amended from time to time, but in any event shall not exceed any maximum amount permitted by the [Condominium] Act.

WHEREAS, the Board is desirous of empowering the Association's Management Company with the authority to initiate the suspension and/or fining process by authorizing the issuance of required notices and otherwise administering the fining and suspension procedure; and

WHEREAS, the Board is also desirous of creating a Compliance Committee (the "Committee"), as contemplated by Section 718.303(3), Florida Statutes.

NOW, THEREFORE, it is hereby resolved as follows:

1. The above recitations are true and correct and are hereby incorporated into this Rule.
2. The Committee shall consist of three (3) members. The Committee members shall serve at the pleasure of the Board. The Committee members may be removed or replaced on motion of the Board, documented in the minutes, without need for further resolution of the Board. The Committee members must be Unit owners in Seascope I but may not be Board members nor persons residing in a Board member's household. The Board shall have the power to fill vacancies in the Committee and, at any time, remove any member of the Committee with or without cause. The Board shall also have the power to dissolve such Committee. The Committee shall, amongst itself, elect a Chair and a Vice-Chair.
3. The Management Company, in situations as deemed appropriate by it or the Board, shall initially address violations through the issuance of a "Notice of Violation", in a form as approved by the Board from time to time. The Management Company may confer with the President and/or legal counsel in attending to this function, but shall be delegated the general authority and responsibility to provide initial notices of violations of the Condominium Documents (which shall include the Declaration of Condominium, the Articles of Incorporation, the Bylaws, and the Rules and Regulations), as well as violations of any policies, resolutions or lawful orders of the Board, or applicable provisions of law; all of which shall be referred to in this Rule as a violation of the Condominium Documents. In addition, the Management Company may confer with the President and/or legal counsel, but shall be delegated the general authority to determine which violations shall be initially addressed through a warning letter first, and in which instances the suspension and/or fining proceedings may be initiated without the provision of a prior warning through issuance of a Notice of Violation, as referenced above, unless as otherwise directed by the Board or the President. It shall generally be the policy of the Association to issue prior warnings to first time offenders for minor violations. It shall generally be the policy of the Association that where a person sought to be suspended or fined has violated the Condominium Documents in the past, or where the alleged violation is sufficiently serious, as determined by the Management Company or the President, suspension/fining procedure may be initiated without a prior warning/opportunity to cure.
4. In the event that the Notice of Violation does not result in the resolution of an alleged violation to the satisfaction of the Management Company, or in cases in which the Management Company has deemed that a warning would be insufficient and no Notice of Violation is issued, the Management Company, on behalf of the Board, shall be empowered with the authority to initiate the suspension and/or fining process by requesting the President of the Association to place the proposed suspension/fine on the agenda for a regular or specially scheduled meeting of the Board for the consideration of imposing the proposed suspension and/or fine.
5. If at the meeting of the Board, a majority thereof votes to levy a suspension and/or fine, the Unit(s) and person(s) against whom the suspension and/or fine is levied shall be mailed written notice of the Board's action levying the suspension and/or fine and, if held prior to the Committee hearing, further be notified of a hearing before the Committee where the suspension and/or fine shall be considered by the Committee for confirmation or rejection of the suspension and/or fine. The written notice shall be in a form approved by the Board from time to time, and shall be sent by certified mail, return receipt requested, with an additional copy by regular mail. E-mail copies may also be sent, but are not required. If the suspension and/or fine is confirmed by the Committee, the suspension and/or fine may be deemed imposed without further action of the Board unless a contrary intention is reflected in the minutes of the Board meeting at which the suspension/fine is imposed.
6. The Committee shall be empowered with the authority to conduct suspension/fining hearings. At least two (2) Committee members are required for a quorum of the Committee. Actions of the Committee shall be by

vote of a majority of the Committee members present. At said hearings, the Committee shall be empowered with the authority to either confirm or reject the suspension and/or fine levied by the Board.

7. If the Committee confirms the suspension and/or fine, the suspension and/or fine may be imposed by the Board pursuant to Paragraph 5 hereof. The Board may either (i) hold a meeting of the Board subsequent to the Committee meeting to impose the suspension and/or fine, or (ii) hold a Board meeting, at any time prior to the Committee meeting, in which a Board motion is passed directing that the suspension and/or fine be deemed automatically imposed after the Committee's confirmation of the suspension and/or fine at the hearing, unless the motion passed at the Board meeting levying the suspension/fine provides otherwise. Once the suspension and/or fine is imposed by the Board and approved by the Committee, the Board shall deliver a "Notice of Imposition of Suspension and/or Fine" in a form as approved by the Board from time to time.

8. The hearing will be conducted by the Chairman of the Committee. If the Board meets simultaneously with the Committee, members of the Board may be called to present evidence of violations, if applicable. Board members will not question or address the accused or witnesses nor otherwise participate in the conduct of the hearing. If the Committee hearing is held separately from the meeting of the Board where a suspension/fine is to be levied, the Committee shall send the Board a "Report of Compliance Committee" ("Report") in a form as approved by the Board from time to time. The Chair or Vice-Chair of the Committee shall be required to sign the Reports, which signature shall be presumed to represent the decision of the Committee. If the Board meets simultaneously with the Compliance Committee, no Report shall be required and the decision of the Committee shall be reflected in the minutes of the Board meeting.

9. A suspension pursuant to this provision shall apply to the use rights in all of the Association's Common Elements, except that such suspension shall not apply to Limited Common Elements intended to be used by only the subject Unit and Common Elements that must be used to access the Unit, utility services provided to the Unit, parking spaces or elevators. Suspension shall specifically (but without limitation) prohibit the use of any and all recreational facilities on the Seascape I property such as the pool and pool area, spa, grill and grill area, bathhouse and sauna, recreation room and appurtenant facilities. Such suspension shall be for a reasonable time, as determined by the Board in its levy of the suspension, subject to confirmation by the Committee.

10. The Board may delegate such other powers and duties to the Management Company or to such other person as may be necessary or appropriate under the circumstances. The Board may adopt additional policies and procedures for the Management Company or such other persons to follow, or to be utilized in connection with the suspension/fining process, as amended from time to time.

11. General compliance with this Rule shall be sufficient, it being intended to be used as a guideline to ensure fairness in the suspension/fining process. It is the intention of this Rule and its exhibits that persons sought to be suspended or fined are given a reasonable notice to be heard before the imposition of a suspension of use rights or fine. The Management Company, in consultation with the President, where appropriate, shall have the authority to disregard the provisions of this Rule in circumstances where the alleged behavior of a person constitutes a violation of criminal law, or poses a threat to the health, peace, safety, or welfare of the residents of Seascape I, or in other circumstances where the Association believes such disregard is justified. Compliance with this Rule and the imposition of suspensions or fines shall not be deemed a prerequisite to the initiation of legal proceedings or other remedies to enforce the Condominium Documents.

PET PERMISSION REQUEST/AGREEMENT

As owner(s) of condominium Unit # _____ in Seascape I, I (we) hereby request permission to bring upon the Seascape I property and to keep within my (our) condo Unit a pet, which I (we) own and is described as follows:

Generic Specie (dog, cat, etc.): _____

Specific or Sub-Specie (breed, type, etc.): _____

Pet's Name: _____ Pet's Sex: _____

Other Identifying Details (color, size, markings, etc.): _____

_____ Weight: _____

License Number: _____ Rabies Expiration Date: _____

Proof of Vaccination record required.

In requesting this permission (and, if granted, in accepting it), I (we) do so subject to all of the following provisions, which I (we) fully understand and agree to be fully bound:

1. I (we) will consistently and diligently discipline and supervise my (our) pet in such a manner as to prevent it from becoming, in any way whatsoever, objectionable to or a nuisance or offense to others.
2. My (our) pet shall never be allowed to freely roam any condominium premises outside of my (our) Unit nor be upon any Seascape I property unless leashed and in the company of an individual willing and able to fully control it.
3. I (we) accept full personal responsibility for any damage or for any task of maintenance incurred due to the actions or the presence of my (our) pet.
4. I (we) will conform to the licensing requirements for the City of Fort Pierce, FL.
5. I (we) will be responsible for cleaning up any waste left by my pet.
6. I (we) understand that the weight limit on pets is 40 lbs. mature.

This permission, if granted, is purely conditional and may at any time and without jeopardy be cancelled by a majority of the Board of Directors of Seascape I, and upon my (our) receipt of notice of such cancellation of permission, I (we) shall promptly and permanently and without recourse remove said pet from the condominium parcel and from the condominium premises.

Owner Name(s) - Please Print Owner Signature(s) Date

PLEASE DO NOT WRITE BELOW THIS LINE. FOR BOARD USE ONLY.

Application Approved _____ Application Denied _____ Signed _____

Date _____ By _____, as _____ of the Board of Directors

EXHIBIT A

NOTICE OF INTENT TO RENT

SEASCAPE I

This form must be completed by the Unit owner and sent to Elliott Merrill at least 30 days prior to rental start date*

(Please print all information legibly)

To: Elliott Merrill Community Management, Inc.
835 20th Place
Vero Beach, FL 32960
Attn: Holly Leide E-mail: Hollyl@elliottmerrill.com
(772) 569-9853 (772) 569-4300 Fax
www.elliottmerrill.com

Seascape I Unit Number: _____

Owner(s): _____ and _____

Owner(s) Mailing Address: _____

Owner(s) Telephone: () _____ Home () _____ Cell () _____ Fax

Owner(s) Email Address: _____

Rental Dates: Beginning _____, 201__ and ending _____, 201__
Month and Date Year Month and Date Year

Renter(s) Name(s): (All occupants must be listed)

Maximum overnight occupancy is: Unit 1: 6 persons Penthouse A: 8 persons
Unit 2: 8 persons Penthouse B: 10 persons
Unit 3: 4 persons Penthouse C: 8 persons
Unit 4: 6 persons Penthouse D: 8 persons

Renter Mailing Address: _____

Renter(s) Telephone Number: () _____ Home () _____ Cell

Renter(s) Email Address: _____

Renter(s) vehicles: _____

EXHIBIT B
PAGE 1 OF 2

BY YOUR SIGNATURE BELOW, THE OWNER(S) UNDERSTAND THAT FAILURE TO ACCURATELY COMPLETE AND TIMELY PROVIDE THIS FORM TO ELLIOTT MERRILL COMMUNITY MANAGEMENT CONSTITUTES A VIOLATION OF SEASCAPE I'S RULES AND COULD RESULT IN A MONETARY FINE OF UP TO \$100.00 PER DAY BEING LEVIED AGAINST THE OWNER(S) AND/OR SUSPENSION OF THE OWNERS' AND/OR RENTERS' PRIVILEGE TO USE SEASCAPE'S COMMON ELEMENTS, INCLUDING, BUT NOT LIMITED TO, THE SWIMMING POOL, SPA AND RECREATION ROOMS.

OWNER(S) FURTHER UNDERSTAND THAT IT IS THEIR RESPONSIBILITY TO INFORM THE RENTER(S) OF SEASCAPE I RULES, INCLUDING BUT NOT LIMITED TO, THE MINIMUM 30 DAY RENTAL, NO PETS AND NO PICKUP TRUCKS RULES.

A COPY OF THE RULES HAS BEEN ATTACHED AND IT IS RECOMMENDED THAT THESE BE SUPPLIED DIRECTLY TO YOUR RENTER.

Signature of Owner

Signature of Co-Owner

Date Sent to Elliott Merrill: _____, 201_ VIA: _____

*For rentals arranged with less than 30 days' notice prior to commencement of the rental term, this Notice must be provided to Holly Leide at Elliott Merrill Community Management by fax or by email.

FOR USE BY EMCM

Date received: _____ Complete: Y N

Sent to BOD representative: _____

Renter letter sent: _____ Via: _____

Rules and Regulations attached: Y N

Copy of pg. 1 to Maintenance Dept. _____

EXHIBIT B
PAGE 2 OF 2