

# SEASCAPE I CLUB ROOM RULES

SEASCAPE'S CLUB ROOMS HAVE BEEN CONSTRUCTED AND FURNISHED FOR THE USE, ENJOYMENT AND BENEFIT OF SEASCAPE'S OWNERS. IT IS IMPORTANT THAT THE CLUB ROOMS FULFILL THEIR INTENDED PURPOSE WHILE AT THE SAME TIME FITTING HARMONIOUSLY INTO THE LIVES OF ALL OF SEASCAPE'S OWNERS AND RESIDENTS. IN ORDER TO ENSURE THAT THIS MISSION IS MET AND IN ORDER TO ENSURE THAT THE SUBSTANTIAL FINANCIAL INVESTMENT MADE IN THE CLUB ROOMS BY SEASCAPE'S OWNERS IS PROTECTED, IT IS NECESSARY TO ADOPT AND FOLLOW THE FOLLOWING RULES.

1. The Club Rooms are subject to two types of use- A) Casual, Non-Exclusive Use and B) Exclusive Use. - For Casual, Non-Exclusive Use, no advance reservation for the Club Room need be made. Both owners and renters may utilize the Club Room for Casual, Non-Exclusive Use. For each Casual, Non-Exclusive Use it is necessary for the user to sign in and out on the Club Room Use Form. However, since such a use is non-exclusive, other persons or groups may also use the same Club Room during part or all of the same time. For instance, one person may be reading a book while another group plays pool and a third group watches a TV program. Each person signing in individually is responsible for his or her activities and each person signing in a group is responsible for all activities of that entire group. Exclusive Use requires an approved, advance reservation made through Elliott Merrill Community Management and, when granted, a Notice of Club Room Reservation will be appropriately posted identifying the owner making the reservation and the date and hours of Exclusive Use. Only Seascape I Owners can reserve a Club Room for Exclusive Use.
2. Exclusive Use Reservations can only be obtained by a Seascape I owner who has fully and properly executed and delivered to Elliott Merrill a Seascape I Club Room Reservation Agreement and Elliott Merrill has approved that Agreement and issued and posted a Notice of Club Room Reservation identifying the reserving owner and the purpose, date and hours of the reservation. The Agreement must be submitted to Elliott Merrill during normal working hours and dates and at least 48 hours in advance of the desired reservation date. Elliott Merrill reserves the right, as Seascape's Community Manager, to question and/or refuse any Application which in its sole opinion does or may violate these Club Room Rules, any other Seascape or Ocean Village rules, or any state or local law, ordinance or regulation.
3. A unit, regardless of the number of its owners, is limited to one Exclusive Use Reservation per calendar month and Club Room Reservation Agreements

will not be accepted by Elliott Merrill more than 90 days in advance of the desired Exclusive Use.

4. Exclusive Use Reservations are limited to two times: 10 AM to 4 PM, or 6 PM to 10 PM. New Year's Eve hours shall extend to Midnight. All times include set up/decorating time and clean up time.
5. The Club Rooms are for the use of Seascape I residents and authorized guests only.
6. The Club Rooms shall not be used for any commercial or business purpose.
7. Except as hereinabove or hereinafter set out, Club Rooms shall not be subject to either Casual, Non-Exclusive Use or to Exclusive Use at any time before 8:00 AM or after 10:00 PM. Between the hours of 10 PM and 8 AM the Club Rooms are closed to all use.
8. The entire 24 hours of certain dates are exclusively pre-reserved for cluster-wide use, such dates being Basketball Final Four, College Football Championship Game, NFL Super Bowl, Kentucky Derby and Second Sunday Socials. Other dates may be exclusively reserved for cluster-wide use on a similar 24-hour basis by action of the Seascape I Board of Directors. In the event the Board utilizes fewer than all three Club Rooms, any unused Club Room may be utilized under normal Casual, Non-Exclusive Use or Exclusive Use protocols.
9. No one under 13 years of age is permitted in a Club Room without adult supervision present at all times.
10. Consumption of alcoholic beverages in Club Rooms by persons less than 21 years of age or intoxicated persons of any age is not permitted.
11. Club Room windows and doors must remain closed at all times and live or recorded volume maintained at a level which does not unduly disturb the residents of other units.
12. Club Rooms must be thoroughly cleaned and restored to their original condition and all items brought to the Club Room must be removed no later than the end of the scheduled Exclusive Use Reservation or 10 PM in the event of a Casual, Non-Exclusive Use. All tables and counters must be cleaned, garbage placed in heavy bags and placed in the dumpster and, furniture restored to its former placement and floors swept.
13. If, in the sole opinion of management, at the conclusion of a Casual, Non-Exclusive use or an Exclusive Use, additional cleaning of a Club Room or other common elements is required a charge of \$25 per hour per person

needed to effectuate the cleanup will be assessed against the owner of the unit which reserved or used the Club Room, as well as the actual costs of needed materials, repairs or replacements.

14. Club Room amenities are for Club Room use only:
  - A. Ice is only for Club Room use and not for unit use;
  - B. Refrigerators are exclusively for Club Room use. No items can be stored in a Club Room or its refrigerator prior to the beginning of the use and all items must be removed no later than the end of the scheduled Exclusive Use Reservation or 10 PM in the event of a Casual, Non-Exclusive Use.
  - C. Furniture, furnishings and other items shall not be removed from the Club Rooms
  
15. Owners who are granted an Exclusive Use Reservation are responsible for all actions or damages caused to the Club Rooms or for violations of any Rules during the time of their Reservation. Owners or renters signing in groups or making individual use of a Club Room as Casual, Non-Exclusive Use are likewise responsible for any damages or violations caused by them or occurring during such use.
  
16. Maximum number of persons in a Club Room at any time is 45.
  
17. All users and guests are advised that violation of these or any other Seascape I Rules could result in a monetary fine of up to \$100 per day being levied against the owner and/or suspension of the owner's and/or renter's privilege to use Seascape's common elements, including, but not limited to, the Club Rooms, swimming pool and spa.

#### SEASCAPE I BOARD OF DIRECTORS

Adopted March 19, 2019

3/19/19

ACTIVE: 12259436\_2