

RULES AND REGULATIONS OF SUMMERHOUSE BEACH & RACQUET CLUB

Pursuant to the authority vested by the Declaration of Condominium, the Board of Directors of Summerhouse Beach & Racquet Club Condominium Association, Inc. has duly adopted the following rules and regulations of Summerhouse Beach & Racquet Club Condominium.

1. **ENFORCEMENT.** All violations of these rules and regulations shall be reported immediately to a member of the Board of Directors, an Association officer and/or the management agent. Disagreements concerning violations, including, without limitation, disagreements regarding the proper interpretation and effect of these rules and regulations, shall be presented to and determined by the board of Directors of the Association, whose interpretation of these rules and/or whose remedial action shall be dispositive. In the event that any person, firm or entity subject to these rules and regulations fails to abide by them, as they are interpreted by the Board of Directors of the Association, he shall be liable to be fined by the association for each such failure to comply or other violation of these rules and regulations. Such fine, which shall not exceed \$100 for each violation and \$25 per day until compliance, not to exceed \$1,000 for each violation, shall be collected by the Association and shall become a part of the Common Surplus of the Condominium. If the Board of Directors of the Association deems it necessary, it may bring action at law or in equity, in the name of the Association, to enforce these rules and regulations, including the provision herein for fines. In the event any such action is instituted, and reduced to judgment in favor of the Association, the Association shall, in addition, be entitled to recover its costs and attorneys' fees incurred in enforcing these rules and regulations. (Please see the attached Association's policies and procedures for enforcement of violations).
2. **USE OF THE RECREATION LAND AND FACILITIES AND THE COMMON ELEMENTS.** The swimming pool area and Common Elements of the Condominium, as defined in the Declaration, are for the exclusive use of Unit Owners, and their immediate families, lessees, resident house guests and guests accompanied by a member, and no other person shall be permitted to use the Common Elements unless accompanied by a Unit Owner or member of his immediate family, without the prior written consent of the Association. The Recreation Land and Facilities are for the exclusive use of Unit Owners in this Condominium and Unit Owners of other Summerhouse condominiums as described in the Declaration and for their guests and lessees. Upon a unit Owner's lease of his Unit, the Unit Owner relinquishes all of his rights to use the swimming pool area and other Recreational Land and Facilities for the duration of the lease.
3. **NOISE.** All noise, including, without limitation, talking, singing, pets, television, radio, record player, tape recorder or musical instrument, shall be kept at such volume level that said noise is not audible outside of the boundaries of the Unit in which it originates. This also pertains to all common and limited common areas during the hours of 11:00 PM to 8:00 AM.
4. **CHILDREN.** Children under age 12 shall not play on or about the Common Elements or swimming pool area or other Recreation Land and Facilities of the Condominium except under reasonable supervision by a responsible adult.
5. **PETS.** No animals of any kind other than (2) dogs or (2) cats or 1 dog and 1 cat, aquarium fish or small birds such as canaries and parakeets shall be kept in a Unit or allowed upon Condominium Land or Recreation Land and Facilities except by prior written consent of the Board of Directors of the Association. Such consent, if given, shall be revocable by the Board of Directors at any time, and shall automatically expire upon the death or other disposition of the pet. Pets shall be leashed and restrained at all times when on or about the Condominium Land or Recreation Land and Facilities. Owners maintaining pets on the Condominium or Recreation Land shall be responsible for, and bear the expense of any damage to person or property resulting there from. Any such damage shall be determined by the Board of Directors of the Association and collected by the Association. No Pets will be allowed in the swimming pool. Please use Pet walks to walk your dog. Unit owners shall be specifically responsible to obtain a Pet Permit. The limit is (2) Pet Permits per unit. Pet Permits are not assigned to a specific dog, but rather to the unit itself. Owners will be issued a numbered Pet Permit Tag. The Pet Permit Tag is required to be attached to the Pet's leash and visible to Summerhouse Staff at all times. **Pet Permit Tags are NOT to be used for renters at any time. Pet Permit Tags are for Owners and their immediate family ONLY.** Violation of this policy will result in removal of the pet and a fine of \$50.00 per day. **NO PET WILL BE ALLOWED TO BE ON PROPERTY WITHOUT A PET PERMIT TAG.** Any questions or special situations should be addressed to the General Manger. Application for a Pet Permit can be found on the owner's website.
6. **OBSTRUCTIONS.** There shall no obstructions or cluttering of the Condominium property, including, without limitation, sidewalks, driveways, automobile parking spaces, lawns, entrances, elevators, stairways, patios, courts or vestibules, or other Common Elements or areas.
7. **DESTRUCTION OF PROPERTY.** There shall be no marking, marring, damaging, destroying or defacing of any part of the Condominium Land or Recreation Land and Facilities. Members shall be held responsible for, and shall bear any expense of such damage caused by said member, his family, guests, lessees and/or invitees.

8. **BALCONIES, WINDOWS, TERRACES, AND DOORS.** Nothing shall be dropped, thrown, swept, or otherwise expelled from any window, door, balcony, or terrace. No towels, clothing or other fabric or rugs may be hung from any window, door, balcony or terrace. All loose or movable objects shall be removed from the balconies or terraces upon notice of an approaching hurricane or other inclement weather characterized by conditions of high wind. Balconies, windows, terraces, and doors shall not be altered from the condition in which originally constructed, including, without limitation, alteration by painting, screening, or installation of reflective materials, unless pursuant to the Declaration of Condominium, Articles of Incorporation and By-Laws of the Association. For purposes of assessing fines for the violation of this Rule 8, each day during which this rule is violated shall constitute a separate violation of the rules for which a fine may be levied.
9. **DAMAGE TO COMMON ELEMENTS.** Members shall be responsible for, and shall bear any expense of, any damage to the Common Elements caused by moving to or removing from their Unit household furnishings or other objects, or caused by any other deliveries to or from Units by their invitees.
10. **REFUSE.** All refuse, waste, bottles, cans, newspapers, magazines and garbage shall be deposited in the covered sanitary containers provided therefore.
11. **GUESTS.** Unit owners shall notify the Manager of the arrival and departure of guests or family members who have permission to use a Unit in owner's absence. No person under eighteen (18) years of age shall occupy a Unit unless their parent or the Unit Owner is also in residence.
12. **SIGNS.** No sign, nameplate, signal, advertisement or illumination shall be inscribed or exposed on or at any window, balcony or terrace without the express prior written consent of the Board of Directors.
13. **PARKING.** Unauthorized parking shall include:
 1. Vehicles parked so as to impede ingress to or egress from other parking spaces, drives, roads, or building entryways or parked in unauthorized spaces.
 1. Parking of boats, trailers, campers, trucks or other oversized vehicles in areas other than those that may be provided for said vehicles.
 1. Parking spaces are reserved for specific units, as designated. Any vehicle without an owner's decal or visitor's parking pass can and shall be towed.
 1. All vehicles on property should have either an owner decal or visitor's parking pass. Any vehicle parked illegally can and shall be towed.

Except in the event of emergency, no vehicle maintenance or repairs shall be performed on the Condominium Land. No vehicles shall be washed, polished and/or waxed on the Condominium Land except in such specific area as may from time to time be designated by the Board of Directors for such activity. Only operational vehicles or vehicles of the type described in 14 (B) above may be parked on the Condominium Land.

14. **SWIMMING POOL.**

1. Swimming is permitted only from 8:00 A.M. to 11:00 P.M.
 1. Children under twelve (12) years of age must be accompanied by a responsible, adult swimmer.
 1. All persons using the swimming pool do so at their own risk.
 1. All persons must shower thoroughly before entering the pool.
 1. No floats, balls, toys or other objects, except swimming aids attached to the swimmer, are permitted in or around the pool.
 1. No running shall be permitted in the pool area.
 1. In no event shall glass containers or glass objects be permitted in the pool area.
 1. Persons using suntan oil, lotion or any similar substance shall not use poolside furniture unless such furniture is completely covered by a towel or other protective material.
 1. Swimming pool area is smoke-free.
 1. All persons using swimming pool shall wear swimming attire.
 1. Tots that are not toilet trained must wear swim diapers while in the pool.
15. **TENNIS AND RACQUET BALL COURTS.** Tennis and racquetball courts shall be used only from 8:00 A.M. to 11:00 P.M. Users must limit play to one and one-half (1-1/2) hours when others are waiting for a court.
16. The use of drones on Summerhouse property is prohibited.
17. **COMPLIANCE WITH DOCUMENTS.** All members, and every lessee, guest or visitor of a member, shall comply with all of the terms, conditions, covenants, restrictions and limitations contained in the Declaration of Condominium, the Articles of Incorporation and the By-Laws.
18. **RULE CHANGES.** The Board of Directors of the Association reserves the right to change or revoke existing rules and regulations and make such additional rules and regulations from time to time as, in their opinion, shall be necessary or desirable for the safety and protection of the buildings and their occupants, to promote cleanliness and good order of the property and to assure the comfort and convenience of members.