

SEA MYSTIC

HOMEOWNERS ASSOCIATION, INC.

RULES AND REGULATIONS

GENERAL: Please remember to observe the "Golden Rule". Unit owners are responsible for the proper conduct of all family members, as well as their renters, guests, and service personnel. Each owner must ensure that family members, renters, guests and service personnel understand and observe all Rules and Regulations. A set of Rules and Regulations should be made visible in each unit for renters, family members, and other guests so that ignorance of the rules is not an excuse for anyone. Owners are responsible for the renters, family members, and other guests of their unit.

COMMON AREAS: Our walkways, corridors, stairs, and the like are considered common areas. Grassy areas, shrubbery beds, parking areas, and all exterior areas of the property are also considered common areas. Unit owners and guests may not block these areas with the temporary storage of tables, chairs, bikes, scooters, skateboards, boogie boards or toys of any kind. Neither should any tools, gardening equipment, unit hoses and the like be placed on the outside of the buildings. Neither should any kind of storage unit, decorative structure, or any other structures be placed on any of the common grounds without consent from the Board of Directors. Rollerblading and skateboarding are prohibited on the common areas.

DECKS AND WALKWAYS: Clothing, beachwear, and beach towels may be hung from the unit deck railings for no longer than twelve (12) hours following usage. Beach umbrellas, beach chairs, or other such items cannot be left to obstruct the decks and walkways; nor outside in the grass or propped up against the building in any way or in the parking areas.

OUTDOOR COOKING: Outdoor cooking on decks, porches, and hallways or anywhere in the building(s) is prohibited unless using an electric grill. Gas grills may be used at least ten feet from any building component.

FIREWORKS: The discharging of fireworks is dangerous, unlawful and therefore prohibited.

NOISE: Loud parties will not be tolerated. TV's, stereos, musical instruments, and washing machines should be used with consideration, especially between the hours of 11:00 PM and 8:00 AM.

PEST CONTROL: The HOA contracts for monthly pest control within each unit for the protection of the owners and guests. Should a unit owner refuse treatment on an ongoing basis and pests are present in

other units as a result of such refusal, the unit owner refusing the regular pest control treatment will be responsible for the payment of all costs to eliminate the pest infestation in all effected units.

PETS: Guests and renters are permitted to have pets in the units or on the property with unit owner's permission. Owners and guests must leash their pets, and clean up after them. Owners will be responsible for damage to common areas or injury to others created by pets of their guests. It is inhumane to leave your pets unattended for long periods of time. Should your dog bark incessantly, you will be notified, as this will be considered a nuisance.

GUESTS: No occupant under 21 years of age is permitted to occupy any unit unless a parent or the owner is in the unit at the same time.

TRASH DUMPSTERS: Please restrict to household trash only. Any boxes should be broken down and flattened. Please close dumpster door when finished. No furniture, carpet or construction/demolition materials are allowed in the dumpster or in the dumpster area. No hazardous materials of any kind should be disposed of in the dumpster.

SERIOUS PERSONAL ENDANGERMENT OR SERIOUS HEALTH HAZARD: No flammable chemicals, oils, fluids (such as gasoline, kerosene), explosives or other articles deemed hazardous to life or property, may be brought into any unit or common area. Driving in such a manner as to create a situation dangerous to others is prohibited. Allowing living conditions within a unit to deteriorate so that a hazard may exist is considered a serious health hazard.

PARKING: Recreational vehicles are not permitted on the premises overnight. No watercraft is allowed on the property at any time. All vehicles parked on the property must be in operational condition, have current registration and liability insurance. Trailers for transportation purposes only may be parked in the parking area for a period not to exceed fourteen (14) days at a time. Washing of vehicles and maintenance of vehicles is prohibited on the premises.

VIOLATIONS: Any continued violation or disregard of Master Deed, By-Laws, and the Rules and Regulations will result in the owner of the violating unit being assessed with a fine and other legal measures as may be appropriate in safeguarding the beauty, security, and enjoyment of our community.

VIOLATIONS PROCEDURES: The management company for the HOA shall contact the owner of the unit having an allegation of a violation of the Master Deed, By-Laws, or Rules and Regulations by telephone, email or by posting a notice on the unit. This will be accompanied by mailing a letter by regular mail to the unit owner warning of the violation.

Should the violation continue beyond a ten-day period, the management company for the HOA shall send a certified letter to the owner of a unit that has an allegation of a violation of the Master Deed, By-Laws, or Rules and Regulations setting forth the proposed fine. This letter shall give the owner a 15 calendar period in which to either pay the proposed fine or to deny the allegation in writing to the Board. If the allegation is denied by the owner of the unit and the homeowner wishes to meet with the Board, the Board shall have a 10-day period to schedule a special meeting by conference call or in

person to hear the owner. Other parties that may be involved in the allegation might also be called by the Board to attend and be heard at the special meeting. Only those individuals called to be heard by the Board or owner of unit with alleged violation will be allowed to attend the meeting.

After hearing the homeowner's case, the Board will deliberate and decide by a majority vote if a fine is to be levied against the owner. The Board shall send a letter to the owner setting forth their decision within ten days of hearing. Any fines levied by the Board will be treated as assessments. Failure to pay the fines within thirty days would result in legal action up to and including placing a lien on the unit.

HAZARDOUS VIOLATION PENALTIES: A violation of the outdoor cooking, serious personal endangerment, serious health hazard, or the discharge of fireworks would subject the unit owner to a fine of \$100 for the first violation, \$250 for the second violation, and \$500 for the third or continuing violation. Violations in excess of three will result in additional actions approved by the Board to remedy the situation.

OTHER VIOLATION PENALTIES: Violations of all other Rules and Regulations, Master Deed, or By-Laws will subject the unit owner to a \$50 for the first violation, \$100 for the second violation and \$300 for the third or continuing violations. Violations in excess of three will result in additional actions approved by the Board to remedy the situation.

Enacted October 2011