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## **REVISED HOUSE RULES AND REGULATIONS**

### **PREAMBLE**

The following House Rules and Regulations pertaining to the SEA MONARCH CONDOMINIUM have been revised by the present Board of Governors and approved by them in the following form pursuant to that portion of the By-Laws of the corporation which provides that the said Board shall have authority to make Rules and Regulations pertaining to the Condominium.

The following rules and regulations, therefore, are effective at the date indicated and all owners, occupants, guests, and lessees are hereby charged with knowledge of the existence of the said HOUSE RULES & REGULATIONS and of the content of this document and thereby are charged with responsibility for adhering to them in total.

These Rules and Regulations have been established to make life pleasant for all residents, owners, and guests. They are not overly restrictive and are a result of well thought out reasons. We all desire a congenial and compatible relationship among all individuals enjoying our facilities.

It is recognized that we all have certain rights, and it is not the purpose of these rules to encroach upon these rights. When each Owner purchased property in SEA MONARCH CONDOMINIUM they were given a set of rules and documents to read. At that time each agreed to abide by all the rules and regulations which are a part of condominium living.

The compliance by all Owners, Guests, and Lessees, will make our building a desirable and pleasant place to live. It will also enhance the value of our investment.

Owners are responsible for their Guests and Lessees. Owners must see that their guests or lessees are given the rules to read. Infraction of these rules by any of these individuals will place the owner subject to penalties.

Each Owner is supplied with a copy of these HOUSE RULES & REGULATIONS and is to have it readily available for his own reference and for the use of his guests. Additional copies may be found at the Office.

\*These rules and regulations have been adopted, not for the restriction of one's conduct, but rather to make living in the Sea Monarch more comfortable, safe, and contented for all concerned. Your compliance will make our building a more desirable place to live, as well as enhancing the value of our investment.

## **REVISED HOUSE RULES AND REGULATIONS**

On authority of the Board of Governors to make, amend, and enforce regulations.

**Article II** of the Articles of Incorporation Section (G) provides as follows with regard to the power to adopt Rules and Regulations.

“To make and amend regulations governing the use of the Condominium property and to enforce in any manner necessary and proper, the provisions of all Condominium Documents, including these Articles, By-Laws, and other rules and regulations from time to time existing which relate to the Condominium property.”

**Article X Section (5)** of the Declaration for Creation of a Condominium provides as follows:

“The Association (through its officers and Board of Governors) shall have the right to adopt, establish, proclaim, and enforce such rules and regulations for the use of the Condominium units and the common elements and any other property jointly leased by all members of the Association. The Association shall have the power to enforce the provisions of this Declaration of Condominium for and on behalf of its members and its By-Laws.”

**Article V Section (10)** of the By-Laws provides as follows:

“The Board of Governors shall make rules and regulations respecting the use of Condominium Property. “House Rules and Regulations are NOT permanent. They may be amended by the current Board of Governors or any future Board of Governors. Any complaints or suggestions for recommended changes to these House Rules and Regulations must be submitted in writing to the Board of Governors.

The following House Rules and Regulations, pertaining to the Sea Monarch Condominium, have been revised by the current Board of Governors and approved by them. These Rules and Regulations are effective on the date indicated, and all owners, occupants, lessees, and employees are charged with the knowledge of the existence of these rules and regulations, the content of this document, and the responsibility to adhere to them. For every individual “Right” of an owner there exists an equal individual “Obligation” from that owner to the other.

# Sea Monarch Condominium Association

## RULES AND REGULATIONS

The Sea Monarch Condominium is a smoke free building, as outlined by the Florida State Clean Air Act ruling, to include all public rooms, offices and common areas, but not to include the outdoor parking lots and pool area.

Each of the Rules and Regulations for SEA MONARCH CONDOMINIUM shall be in accordance with all applicable County and State codes, ordinances and regulations. Every applicable Owner and occupant shall comply with these Rules and Regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Associations, as amended from time to time. Failure of an Owner or occupant to comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, or such Owner's family, guests, invitees, lessees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, Articles of incorporation or By-Laws, provided the following procedures are adhered to:

1. The catwalks, entrances, lobby and hallways, and like portions of the Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Condominium Property; nor shall any carts, bicycles, carriages, chairs, tables, clothing, shoes, or any other objects to be stored therein, except in areas (if any) designated for such purposes. The personal property of Residential Unit Owners and occupants must be stored in their respective Residential Units, or Storage Locker.
2. No articles other than patio-type furniture shall be placed on the balconies, patios or any other Common Elements or Limited Common Elements of Residential Units. No linens, cloths, clothing, shoes, bathing suits or swimwear, curtains, plants, rugs, mops, or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors, balconies, railings or other portions of the Condominium or Association Property.
3. No Unit Owner or occupant shall permit anything to fall from the windows or balcony of the Condominium or Association Property, nor sweep or throw from the Condominium or Association Property any dirt or other substance onto any of the balconies or elsewhere in the Building or upon the Common Elements. Each Unit Owner shall be the Condominium Property, including, without limitation, placing all

trash and/or garbage in the proper receptacles in the designated trash room on each floor.

4. **Garbage:** No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Association. The requirements from time to time of the company or agency providing trash removal services for disposal or collection shall be complied with. All equipment for storage, recycling or disposal of such material shall be kept in a clean and sanitary condition.
  - A. Place newspapers neatly in the plastic container provided on the floor in the trash room. Large cartons and wooden boxes are not to be put in the trash room. All boxes must be broken down, and deposited by the dumpsters at the garage door.
  - B. All paint cans and volatile/flammable substances must be disposed of away from the condominium property. All furniture, appliances, carpeting/remnants, packing material, and other debris, resulting from a move or delivery of goods; OR from any repair work being done in the Unit must be disposed of by the Movers, Delivery Company, or Contractors immediately.

**NOTE: Workmen are responsible to take the boxes, containers, and debris associated with their work off the property when they leave the Sea Monarch Condominium premises. workmen may use the Sea Monarch Condominium dumpsters based on availability, if pre-paid and preauthorized by the Association Manager. Violations are subject to a Fine and cost of the dumpsters.**

5. **Consideration of Neighbors:** No Residential Unit owner or occupant shall make or permit any disturbing noises, nor allow any disturbing noises to be made by the Owner's family, employees, pets, agents, tenants, visitors or licensees, nor permit any conduct by such persons or pets that will interfere with the rights, comforts or conveniences of other Unit Owners or occupants.
  - A. No Residential Unit Owner or occupant shall play or permit to be played any musical instrument, nor operate or permit to be operated a television, radio or sound amplifier in his Unit in such a manner as to disturb or annoy other residents. No Residential Unit Owner or occupant shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time, which disturbs other residents.
  - B. **Workmen** are not permitted in the building before 9:00 a.m. and after 5:00 p.m. Monday through Friday; and NOT on Saturday and Sunday; or the following holidays: New Year's Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day, and Christmas Day. **Commercial Movers** are not permitted in the building before

8:00 a.m. and after 6:00 p.m. Monday through Saturday, and NOT on Sunday or the following holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day. Moving trucks are to be parked south of the South Parking Lot entrance on Pompano Beach Boulevard.

- C. Nothing is to be attached to balcony railings, wall or ceilings temporarily or permanently; except the United States Flag. No towels or clothing are to be placed on balcony railings; and the use of clothes racks for drying garments is not permitted. Nothing shall be hung from window sills or shaken from windows, balconies, or walkways. No fires of any kind (including electric grills) or cookouts are permitted on balconies, catwalks, or walkways. Cigarettes, matches, or any other litter, materials, or objects must NOT be tossed from balconies or catwalks. Please note: Holiday lights are permitted on the balcony the Friday after Thanksgiving to January 6th. Please do not nail or permanently affix any material to the columns of the balcony railings.
  - D. No repair of vehicles shall be made on the Condominium Property, unless it is for emergency repairs i.e., flat tires or dead battery.
6. No sign, advertisement, notice or other graphics or lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Condominium or Association Property, including automobiles.
  7. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Residential Unit or on the Common Elements, other than is reasonable and customary in vehicles and/or in cleaning supplies.
  8. A Unit Owner or occupant who plans to be absent during the hurricane season must prepare his Unit prior to his departure by designating a responsible firm or individual to care for his Unit should a hurricane threaten the Unit or should the Unit suffer hurricane damage, and furnishing the Association with the name(s) of such firm or individual. Such firm or individual shall be subject to the approval of the Association.
  9. A Residential Unit Owner or occupant shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies, or windows of the Building. Notwithstanding the foregoing, any Unit Owner may display one portable, removable United States Flag in a respectful way.  
See exception in #C above.
  10. No window air-conditioning units may be installed by Unit Owners or occupants. No Unit shall have aluminum foil placed in any window or glass door; or any reflective or tinted substance placed on any glass, unless approved in advance by the Board in writing. No unsightly material may be placed on any window or glass door or be visible through such window or glass door.

11. Each Owner is responsible for the actions, conduct and damages, caused by the Owner, Family Members, Tenants, Guests, and Invitees (collectively hereinafter "Persons"), and is responsible to ensure full compliance by all Persons with these Rules and Regulations and all other governing documents of the Association. Loud noises will not be tolerated. Residents are not permitted to play, or run in the halls, in the lobby, on the stairways, in the garage, on the walkways or in the elevators. For the safety of all Owners, Tenants and Guests, no person under the age of 14 shall be permitted in the fitness center, or may use the fitness equipment, without reasonable supervision.
  
12. **Pets** that include one (1) small dog (maximum weight of 25 lbs. when fully grown), or one (1) domestic cat, or two (2) small birds, only, shall neither be kept nor maintained in or about the Condominium Property except in accordance with the following, in addition to the applicable terms of the Declaration. Further, Owners / Lessees shall not keep any other pet or animal without written permission from the Board:
  - A. All pet owners must have on file in the office, a current health certificate from a Veterinarian, which includes their pet's weight and a list of all current shots with expiration dates. This must be filed once a year to be kept current.
  - B. Only Owners or Lessees (if Owner allows and is stated on the Lease Agreement) are permitted to have pets. Guests are not permitted to bring a pet into the building.
  - C. No pets are permitted to walk on any Common Element floors including all hallways, promenades, service elevator, garage floor, or parking lot, and driveways. Pets must be carried or transported in a cart to and from the Unit. They may not walk, stand, or sit on Common Elements, ***unless it is a Service Animal. Emotional Support Dogs must follow the same rules as all other pets when being transported in and out of the building. Grocery carts are not to be used to transport a pet.***
  - D. The passenger (lobby) elevators may not be used with pets unless the Service elevator is unavailable. Owners and pets must enter and exit the building via the garage Service elevator, and the pet must be carried at all times.
  - E. All cat litter, and/or pet soiled papers must be double wrapped in plastic bags, and released down the chute or directly into the dumpster.
  - F. All pet Owners must pick up their pet's excrement on public areas. This is a city ordinance, and is necessary to keep the area where pets are exercised clean for both other Owners as well as other pets.



13. **Fines**

- A. **Notice:** 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: (I) a statement of the date, time, and place of the hearing (II) a statement of the provisions of the Declaration, Association By-Laws, or Association Rules, which have allegedly been violated; and (III) a short and plain statement of the matters asserted by the Association.
- B. **Hearing:** The non-compliance shall be presented to a committee of other Unit Owners, who shall hear reasons why penalties should not be imposed. 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 committee. A written decision of the committee shall be submitted to the Owner or occupant by no later than twenty-one (21) days after the meeting.
- C. **Fines:** The Board of Directors may impose fines against the applicable Unit up to \$100 per day not to exceed a total of \$1000.00, which is the maximum permitted by Law.
- D. **Violations:** Each separate incident which is ground for a fine shall be the basis of one separate fine. In the case of continuing violations, each continuation of same after a notice is given shall be deemed a separate incident.
- E. **Payment of Fines:** Fines shall be paid not later than thirty (30) days after notice of the imposition.

14. **Reporting and Handling Complaints**

- A. Complaints concerning misconduct, poor decorum, or infractions of these Rules and Regulations should be reported to the Association Manager.
- B. No Owner or occupant is authorized to counsel or give orders to any Employee or Security Guard. Any criticism of Employees' work or conduct should be reported in writing to the Association Manager.
- C. No Owner or occupant is authorized to counsel or give orders to any other Owner or occupant of the condominium.
- D. Any problem or misconduct so as to demand immediate action, a Board Member is authorized to act to correct it.

15. **Outside Recreational Facilities** are for the benefit of Owners, their registered guests and Lessees. Use of the facilities by registered Day Guests is permitted. The Owner and Lessee are responsible to acquaint their guests with all the Rules and Regulations pertaining to their activity, and are required to oversee compliance with them.

**Pool is open year round from 7:00 a.m. to Dusk.** At all times the Rules and Regulations as shown on the pool sign must be observed. Persons in bathing attire must always use the service elevator and must enter and exit by the service entrance. Persons in bathing attire must also wear a cover up over their bathing attire and footwear when inside the building.

- A. No Person who is unable to swim is allowed in the pool without reasonable supervision. **THERE IS NO LIFEGUARD ON DUTY.**
- B. Swim suits are required. All persons must soap shower at pool side prior to each entry into the pool to remove suntan lotion and perspiration. **No jumping or diving into the pool.** Enter the pool using the steps or ladder, and keep these areas clear.
- C. Persons with skin rashes, open sores, cuts, or skin abrasions or communicable disease are NOT permitted to enter the pool.
- D. No food or chewing gum allowed in the pool or lower pool deck area. This includes candy, cookies, crackers, cereal, fruit, infant food or snacks of any kind. All beverage containers including infant bottles and cups must be in plastic or cans. NO glass.
- E. Food and Drink are allowed on the upper deck of the pool area. This does **NOT** include glass containers.
- F. All radios, tapes, and CD players must be played with headsets. NO pets in the pool area. This includes upper and lower decks.
- G. Pool chairs and lounges shall not be reserved or saved. A towel must be placed on pool furniture by persons in swim suits using them. Please close umbrellas when leaving pool area. Discard all trash into receptacles provided.
- H. **NO** flotation **mattresses or rafts** are allowed in the pool. Noodles, weights, tubes and arm flotations are permissible. No cloth diapers are allowed in the pool.

**BBQ Area is open from 9:00 a.m. to 10:00 p.m.** Owners, Lessees, and family members over 18 years old may sign out for the key to the BBQ grill from the Security Guard. It will be the

responsibility of each user of the equipment to clean the grills with the brush provided, and to make sure the area is clean and free of any trash. The key must be returned to Security.

**Car Wash is open from 8:00 a.m. to 9:00 p.m.** Please be careful not to spray adjacent cars, especially those cars located in the Ocean Monarch Condominium parking lot. Help reduce water expense by turning water off when you are finished.

16. **Inside Facilities** No one shall appear in the main lobby, exercise room, recreation room, or library wearing bathing suit attire. Footwear must be worn at all times in all Common Elements. NO food or liquids in open containers are to be carried in the lobby. NO food or drink may be consumed in the lobby, unless there is an Association celebration that includes food/drink.

**Marine Lounge/Kitchen/Service Area 365 days a year from 8:00am — 11:00pm.** This facility is for the use of owners and lessees by reservation made at the Management Office. No outside organizations are permitted to meet in the Marine Lounge or any of the other condominium common facilities. This area may be reserved up to twelve (12) months in advance.

A \$250 damage and clean up deposit is required to be given to the Property Management Office at the time of reserving the room and signing the required Form.

**Microwaves are provided for heating purposes only - not for cooking.**

Exercise Room is open 365 days a year from 6:00 a.m. to 9:00 p.m. The Board of Governors reserves the right to change the hours that the Exercise Room is open to Residents. The Sea Monarch Condominium Residents, Lessees, and Registered Guests are authorized to use this room at their own risk. It is advised that persons check with their doctor before using this facility. Residents under 14 years of age are not to use the Exercise Room without an adult's supervision. Sea Monarch Condominium Association shall have no liability for any injury as a result of using the equipment.

- A.** Shirts and clean, closed-toed shoes are required at all times.
- B.** Headsets and TVs — only personal headsets are permitted. No boom boxes are allowed. The Exercise Room has TVs. Channel selection is on a first come basis. TV volume should be respectful of others.
- C.** Residents are expected to clean each piece of equipment after using it. The Association provides paper toweling.
- D.** Do not enter the Exercise Room in wet attire. Several pieces of equipment are electronically operated, and grave danger of electrical shock exists.
- E.** Access Cards allow Residents to gain access through the Exercise Room door during the hours specified above.

**Sauna Room.** Follow the operating rules posted near the entrance to the Sauna. All users must turn off the master switch when they leave the room. Resident's under the age of 14 must be accompanied by an adult.

**Recreation / Game Room is open year round from 9:00 a.m. to 11:00 p.m.** Only Owners, Lessees, Family, and registered Guests are permitted to sign for the key or equipment located with the Security Guard. Please be courteous if another Owner is waiting to use the facilities.

**Library at Sea Monarch Condominium** is open to all Residents 24 hours a day, 7 days a week.

**Storage Area / Storage Lockers:** Keys to the Storage Room must be signed out from and returned to the Security Guard. No volatile liquids, paint thinners, paint removers, paint brush cleaners, paint or lacquers may be kept in the storage area. Empty cartons, tires, inner tubes, and similar combustibles must be disposed of and are not permitted in the storage area. Aisles must be kept clear.

17. **Parking Policy: THE ASSOCIATION IS NOT RESPONSIBLE FOR DAMAGE TO OR THEFT OF ANY VEHICLE PARKED ON CONDOMINIUM PROPERTY.**

**A. Vehicles Parked in Assigned Spaces:** All vehicles parked in assigned spaces must be registered with the Management Office. An identification sticker (Blue Parking Permit) will be issued by the office and must be displayed on your vehicle at all times.

**B. Renting Assigned Parking Spaces:** When renting, trading, or permitting the usage of a Unit's space, the management office must be notified in writing by the Owner. No Owner shall permit the assigned space of the Unit, to be used by anyone not residing in the building, with the exception of his / her guests. **Only Owners can rent out their Parking space.**

**I. Outside Parking:**

**A.** Owners, Lessees, and extended guests are not permitted to use guest parking, employee parking, or tradesman parking.

**B.** No oversized RVs', boats, trailers, or motorcycles may be parked on Sea Monarch property. Pick-up trucks, motorcycles, or mopeds are not permitted. WRITING ON ANY VEHICLES IS PROHIBITED.

**C.** All bicycles MUST have a red decal / sticker from the Sea Monarch Condominium, and be registered with the Association Management office. Bicycles must be manually wheeled in and out of the Sea Monarch property.

**E.** Two and three-wheeled motor vehicles are not permitted on the premises. Bicycles, skateboards, roller skates/blades, or wheeled devices of any kind are not to be used on the premises.

## **II. Garage and Driving Regulations:**

- A.** Headlights are to be on at all times while driving in the garage. When exiting garage you must yield to the vehicle entering the garage.
- B.** Please refrain from unnecessary use of the automobile horn in the parking lot or the garage. Cars exiting the garage must yield to vehicles entering the garage.
- C.** Drive SLOW, five (5) mph in the garage. You must use proper Entrance and Exit lanes, due to poor visibility within the garage when the glare of the sun hits the artificial light inside the garage. **EXIT garage using 1st Street, and ENTER garage using the southeast parking lot entrance.**
- D.** Replacement Garage Door Openers can be purchased for \$55.00.

## **III. Association Parking Space:**

- A.** These parking spaces are rented to Unit Owners for use in parking personal vehicles of Unit Owners and immediate family members of Unit Owners who are residing in the Sea Monarch Condominium. Unit Owners must present to the office the Title or Registration of their personal vehicle when payment for space is made. (By-Laws Article VIII, Finance)
- B.** A waiting list for Association Parking spaces is maintained in the office; and spaces, as they become available are offered to the Unit Owner on the top of the list.
- C.** Association spaces when not in use by the renter may be used by the Association at its discretion. These spaces are paid for by the renter of the space.
- D.** Sub-leasing of an Association parking space is prohibited.

## **IV. Vehicles will be towed IF:**

- A.** You are an Owner, Lessee, or Extended Guest parked in guest parking, employee parking, or tradesman parking. And, If you are parked in the Loading Zone and you leave it unattended.
- B.** You are not registered as an overnight guest and your car stayed overnight in guest parking, employee parking, or tradesman parking area. Owners / Lessees, whose guests will remain overnight, **MUST** call the office to leave a message on the answering machine. Do not call Security.

18. **Keys:**

**A.** The Condominium Association exercises its right to possess two (2) keys to all units in the building. No Resident shall change the locks or install additional locks unless duplicate keys are provided to the Association at the time of installation or re-keying.

**B.** The Association shall be entitled to access any Unit for use during reasonable hours; in the event of an emergency requiring immediate entry, or when necessary for the maintenance, repair, or replacement of any Common Elements or of any portion of a Unit to be maintained by the Association as pursuant to the Declaration or as necessary to prevent damage to the Common Elements or to the Unit or Units. (Florida Chapter 718.111 (5) (Condominium Act) and/or the Declaration of the Sea Monarch Condominium Association, Inc.)

**C.** In case of any maintenance requirement, emergency of any sort; the Association shall not delay access to any unit if a working key is not present in the Secured Lock Box located in the office or Board Room. In case of permitted access need, a locksmith shall be called to open the unit and the cost of said service will be assessed to the owner of the unit. **IT IS THE RESPONSIBILITY OF THE UNIT OWNER TO PROVIDE THE OFFICE WITH TWO SETS OF KEYS TO THE UNIT.**

\*With the exception of the aforementioned emergency, maintenance or pest control requirements, entry to a Unit will not be permitted in the Owner's absence unless written authority to grant such entry has been received by the office. Under NO circumstances will keys to individual Units be left at the Security Desk.

**D. After Hours Lockout:** Please remember your house keys when leaving your Unit. The Management Office hours are Monday-Friday from 8:00 a.m. to 5:00 p.m. After office hours you will have to call a Locksmith if you do not have your key.

**Electronic Key Fobs:**

**A.** Upon the sale or lease of a Unit, it is the selling/ leasing owner's responsibility to return the electronic key Fob to the office and a new Fob with the current Owner or Lessee's information will be given.

**B.** If a Fob is lost, a replacement can be purchased at cost for \$55.00.

**C.** Owners / Lessees may request a temporary Key Scan Card for guests by notifying the office and submitting the required Guest Form. Guest Forms can be obtained from the front Security Desk.

**D.** Key Scan Cards must be returned to the office. Failure to return Key Scan Cards to the office will result in the Owner/ Lessee being charged \$50.00 per card.

19. **Screening of Owners and Tenants:**

All prospective Owners and Tenants have to be screened and approved by the Association. An application for Purchase or Lease will be furnished by the Association Office, and must be filed at least 30 days before the intended occupancy to allow for Board approval. The cost to process an application is \$100 per person or \$100 per Married couple. Once we receive the verification report, an interview will be scheduled with a Board member for final approval. All applicants must make themselves available for an interview by the Board of Governors. Occupancy prior to final approval is prohibited.

20. **Leasing of Apartment Units:**

**Owners cannot Lease their Units for the first two years from the date of their closing.**

A Lease must be a minimum of no less than 90 consecutive days, and no more than 365 consecutive days. A Unit may be leased ONE time in each 365-day period (Declaration for the Creation of a Condominium, Article XV: General Conditions, Covenants and Restrictions. Section 4)

- A. A copy of the Executed Lease Agreement must be filed in the Association Office.
- B. A processing fee of \$100.00 must be submitted with each application for Lease. A building Security Deposit of \$1000.00 is required prior to moving in (refundable at move out if there are no damages to the Common Elements).
- C. Each Lease shall authorize the forcible ejection of the Lessee for misconduct.
- D. The Owner must provide the Lessee with the parking space that is assigned to that Unit. Any Owner who Leases their Unit, does hereby relinquish their rights to the use of any of the Common Elements of the Sea Monarch Condominium based upon their ownership of the Unit during the period of the Lease.
- E. If the Owner is delinquent in either Maintenance or Assessment Payments, the Board of Governors has the right under Florida State Law to deny the Owner the right to Lease his / her Unit.
- F. Prior to moving in the Owner / Lessee must notify the Association office of their moving date, and provide a damage deposit of \$250(refundable if there is no damage to Common Elements, including Service Elevator).
- G. It is highly recommended that the Owner re-key locks each time an Occupant/ Tenant moves out. A copy of the new key must be given to the Association office.

**NOTE: The Lease Agreement will not become effective until the Application is approved.**

21. **Sale of Apartment Units:**

**A.** The sale of any Unit in the Sea Monarch Condominium must have the approval of the Board of Governors. The Board reserves the Right of First Refusal.

**B.** In the event that the sale of a Unit is to a Corporation, Limited Partnership, or a General Partnership, the Designated Voting Officer Approved for Occupancy must be stipulated to the Sea Monarch Board of Governors; and cannot be changed within 365 days of the original or any subsequent stipulation, except in the case of an emergency requiring such change.

**C.** No signs or advertising the sale of a Unit are permitted on premises. The Owner may have the office place a 3" x 5" card on the Bulletin Board in the mailroom giving any pertinent information. All cards must be dated.

**D.** An "Open House" for the purpose of showing the Unit for selling of furniture and furnishings is prohibited.

**E.** When a prospective buyer has been found, an application must be completed and processed. Upon receipt of a completed application, and copy of Purchase Agreement, plus processing fee of \$100, the Board will have a confidential investigation performed through the Board's Agency.

**F.** All applicants for purchase must make themselves available for an interview with the Board of Governors. Interviews are held Monday-Friday between 9:00am-4:00pm.

**G.** The new Owner must provide the Association office with a copy of the Recorded Deed for Recording Membership.

**H.** Any damage to the Common Elements and premise caused by the Unit Owner, their guests, their Tenants, or their pets shall be repaired at the expense of the Owner. There shall not be any flammable, combustible, or explosive fluid, material, chemical or substance on premise or in Common Elements. Tenants and Guests will be fined if rules are violated.

22. **Classifying a Resident:**

**A.** Unit Owner/s, and/or significant other, dependent/s and direct family member/s.

**B.** Guests defined as a non-paying person/s staying less than 60 calendar days. Guests cannot have registered Electronic Key Fobs and must be registered as an overnight guest to receive a Key Scan Card.

**C.** Tenant/s, defined as any person/s not classified as in A or B above. A Tenant must abide by all Association requirements including Lease Agreement, Security Deposit, and Pet Requirements.



23. **Packages:**

All packages must be picked up at the Front Desk as soon as possible. Front Desk Security will make attempts to notify the Resident there is a package. After 7 calendar days any oversized packages will be returned to sender. All other packages left over 30 days will be returned to sender.

24. **Guests:**

**A.** All Guests must be registered with the Management Office to insure the continued safe operation of the building. Guests and Workmen must sign in with the Security Guard upon entering the building.

**B.** Guests and Workmen will only be issued parking passes and allowed entry after the Security Guard has received authorization for their entry from the Owner, or Lessee, and if guest parking is available. Owners and Lessees are responsible to acquaint their guests with the Rules and Regulations of the Sea Monarch Condominium.

25. **Overnight Guests While Owner is IN Residence:** The Owner, Lessee, Extended Guest, or the Designated Voting Officer Approved For Occupancy as stipulated to the Sea Monarch Condominium Board of Governors, of a Corporation, Limited Partnership or General Partnership, is responsible to obtain the Overnight Guest Registration Form to register their Guests.

26. **Overnight Guests While Owner is NOT in Residence:** The Owner, Lessee, Extended Guest, or the Designated Voting Officer Approved For Occupancy as stipulated to the Sea Monarch Condominium Board of Governors, of a Corporation, Limited Partnership or General Partnership, is responsible to obtain the Overnight Guest Registration Form to register their Guests. If this Form is not available, a signed, written notification authorizing the use of the Unit will be accepted. A "Faxed", or "Emailed" authorization with the Owner's signature will also be accepted.

**A.** The Overnight Guests, while Owner is NOT in residence, must use the parking space assigned to the Unit, if available. Guest parking may be used as an alternative, if available. If the assigned space is not available, the Guest will have to find parking off the property. Approved Overnight Guests may not have guests.

**B.** The Owner remains responsible for any damage to the Common Elements caused by their guests. Each Apartment Unit is limited to 5 overnight Guest Form usages per calendar year while Owner is NOT in Residence.

**C.** A Guest who resides for 60 consecutive days, or more than 70 days within a 120-day period in an Owner's Apartment Unit while the Owner is NOT in residence, will be considered an **Extended Guest** and the Regulations set forth for an Owner and Lessee will apply.

27. **Extended Guests:** An Extended Guest is one who intends to reside, or has resided in the Sea Monarch Condominium for 60 consecutive days, or more than 70 days in any 120-day period. An Extended Guest shall abide by the Parking Regulations required of the Owner and Lessee.
28. **Floor Coverings:** All floors in the Apartment Unit are to be covered with suitable material in order to eliminate noises disturbing to other Residents. Floor treatments, other than carpeting, require Board approval prior to installation to insure proper sound-proofing is used. Cork sound-proofing of FTC quality is required. Forms to be used in obtaining Board approval are in the Management Office.
29. **Elevators:** The Service Elevator is to be used when transporting pets, furniture, large luggage, golf bags, boxes, and all carts. Residents and Guests in wheel chairs may use either the Service or the Passenger Elevators.
30. **Luggage Carts, Grocery Carts, and Wheel Chairs** are provided for the convenience of all Residents and are not to leave the Sea Monarch Condominium premises. After use, they are to be returned to their original location by the user **immediately**. Leaving them in the hallway or elevator is a fire code violation. Failure to return will result in a Fine. Wheel Chairs and Luggage Carts can be obtained from the Security Guard where they are logged in and out. Grocery Carts are NOT to be used to transport heavy objects that would subject them to damage such as appliances, furniture, luggage bags, heavy tools, etc.
31. **Absence Procedures:** Each Owner who plans to be absent is required to complete a Departure Form obtained from the Sea Monarch Condominium website, Property Management Office, or Security Desk. Upon returning, the Property Management Office should be notified.
- A.** Owners are requested to prepare the apartment prior to departure; by turning off all water, unplugging electrical appliances, and removing everything from the balcony.
- B.** Since the Sea Monarch is subject to very high velocity winds from thunderstorms, possible tornados, tropical disturbances, and hurricanes, the Board may remove or have removed all furniture from the balconies of unoccupied apartments. Should this become necessary, a charge of \$50 will be assessed to the Unit Owner.
- C.** It is suggested that a responsible individual be designated to check the apartment periodically; and that person's name and phone number should be listed on the Departure Form.
32. **Installation of Hurricane Shutters , Stacks 3 and 4 Balcony Enclosures, and Window Tinting:**
- A.** Every Unit must have all High Impact-Resistant windows, balcony doors, and kitchen doors (where applicable), that comply with the current applicable building codes.

**B.** Owners desiring to install Hurricane Shutters must fill out the Shutter Application Form, and obtain Board approval as to the type of shutters allowed on the building. **(Building and City Permit Required)**

**C.** Owners considering sun control treatment (tinting), must inform the Property Management Office and receive Board approval.

**33. Fire Regulations:**

**A.** Do not use Fire Exits to leave or enter the building. Fire Exit Doors on the Lobby and parking levels are for Emergency Use Only.

**B.** No obstacles are permitted in the hallways or walkways.

**C.** Real Christmas trees and real Wreaths are NOT permitted in the building, on the balcony, or in the apartments. Residents may use flame-retardant artificial trees and decorations only.

**D.** No fires or open flames of any kind, or cookouts (including electric grills) are permitted on the balconies.

**E.** As per Fire Marshall's regulations, each bedroom must have a smoke detector.

**F.** Fire False Alarm / \$300 each occurrence when the Fire Department is called out. This is what the Association is billed.

**34. Regulations Governing Access to the Sea Monarch by Service and Vendor Personnel Who Are Engaged by Owners:**

**A.** A \$250 refundable deposit must be made by the Unit Owner to the Sea Monarch Association prior to service and/or vendor personnel building to be performed. A work Order Form is to be completed by the Unit Owner and provided to the office for work to be performed.

**B.** Workmen, Service, and/or Vendor personnel hours are Monday through Friday from 9:00 a.m. to 5:00 p.m. NO weekend work is permitted. Moving companies are allowed to move Monday through Friday from 8:00 a.m. to 6:00 p.m. Deliveries are allowed Monday-Saturday 9:00am-6:00pm.

**C.** Workmen, Service, and/or Vendor personnel and housekeeping shall use the Service Elevator unless it is reserved or otherwise unavailable for their use. They must park their trucks and/or vans in the Tradesman Parking Area in the North parking lot adjacent to the building.

**D.** Workmen, Service, and/or Vendor personnel, and Movers are responsible for taking all boxes, containers, and debris associated with their work with them when they leave the building. They are not to use Sea Monarch dumpsters unless the Unit Owner has made arrangements for any necessary dumpsters and has prepaid for them.

**E.** The Trash Room or its Chute is not to be used for disposal of boxes, containers, or debris associated with the work performed for the Unit Owner.

**F.** Workmen, Service, and/or Vendor personnel are not to use Sea Monarch grocery or luggage carts for transportation of their tools and/or material.

**G.** Vendors are not permitted to service vehicles on the Sea Monarch property except in an emergency.

**H.** Contractor must protect the Common Area flooring with plastic while they are working in the Unit. Plastic protection must be removed at the end of the day, and replaced when Contractor returns.

**CONTRACTORS MUST REMEMBER TO COVER THE FIRE ALARMS IN THE COMMON AREA HALLWAY WHEN DOING DEMOLITION. OWNERS ARE RESPONSIBLE FOR FALSE ALARM CHARGES.**

These Rules and Regulations shall apply to all other Owners and occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Unit Owners from specific Rules and Regulations upon written request therefore and good cause shown in the sole opinion of the Board.