

CASTLE COUNCIL, INC.
RULES & REGULATIONS
December 13, 2005

AUTHORITY

The Declaration of Condominium, Article XIV, and the By-Laws of Castle Council, Inc. authorize the Board of Directors to adopt such uniform administration rules and regulations governing the details of the operation of the condominium, and restriction upon, and requirements respecting the use and maintenance of the condominiums and of the common elements and limited common elements as may be deemed necessary to assure the enjoyment of all condominium owners and to prevent unreasonable interference with the use of the condominiums, common elements and limited common elements, as shall not be inconsistent with The Condominium Act, The Declaration of Condominium, The Articles of Incorporation and the By-Laws of the Association.

The Rules and Regulations are reviewed periodically by the Board of Directors of Castle Council, Inc. and amended as necessary, to better serve the membership.

BICYCLES/MOTORCYCLES

- A. Bicycles may be operated on the premises, but must be kept in the assigned areas when not in use. An annual use fee of \$12.00 per bicycle will be due on January 1, each new year. Fee must be paid within 30 days; if not paid, the owner will receive one written notice from the Office. If the fee is still not paid after 30 days from written notification, the bicycle will be removed and donated to a charitable organization.
- B. Motorcycles and mopeds are not to be operated on the premises, except for ingress and egress. Motorcycle engines may not be revved-up on the premises and must be operated with a muffler system in good operating condition.
- C. All bicycles, motorcycles, and mopeds must be registered, with applicable current license, and must display a current Sea Castle parking decal.

DESTRUCTION OF PROPERTY

Owners will be held responsible for destruction, damage, or defacement of buildings, facilities, and equipment caused through their own act(s) and/or the acts of their lessees or guests. Property owner will be notified in writing and billed for repair/replacement. Failure to pay will result in further legal action.

SAFETY

No one shall permit any activity or keep anything in a condominium apartment, storage areas, and common elements which would be a fire or a health hazard or in any way tend to increase insurance rates. Smoking is not permitted in any enclosed common areas.

EXTERIOR APPEARANCE

To maintain a uniform and pleasing appearance of the exterior of the building, the following applies:

- A. No owner, tenants, or other occupant of a condominium may paint or otherwise change the appearance of any exterior wall, door, window, balcony, or any exterior surface. No hanging of clothing or objects from balconies or walkway railings.
- B. No occupant may place any sunscreen or awning on any balcony or exterior opening; place any draperies or curtains at the condominium windows without a solid, light colored liner facing the exterior; plant any plantings outside of an condominium; erect any exterior lights or signs; place any signs or symbols in windows; erect or attach any structures or fixtures within the common elements.
- C. No one is permitted to place any over the air reception, satellite, or cable television devices, antennas, other equipment or structures on the exterior of the building or on or in any of the common elements, under the Federal Law. Satellite dishes, under 39" in diameter are permitted to be installed within the boundaries of Limited Common Elements, with advance notice to the Board of Directors of the Association. The dishes cannot be permanently affixed to the Common Elements. Owners and residents are responsible for removal of the dish in case of Hurricanes.
- D. Floor mats are not permitted on walkways.

INTERIORS

No occupants may make any structural additions or alterations (except the erection or removal of nonsupport carrying interior partitions wholly within the condominium unit) to any condominium unit or to the common elements; without prior written consent of the Board of Directors of the Association.

- A. Any owner may fasten light fixtures, shelving, pictures, mirrors, objects of art, curtain rods, and similar household items to the walls of a condominium unit, provided they may be removed without substantial damage to the common wall structure.
- B. The installation of clothes washers and dryers in individual condominium units is prohibited.

FOOD AND BEVERAGES

- A. Food and beverages may be consumed only in those parts of the common areas which are specifically designed for such purposes and may not be consumed in the remainder of the common areas unless specifically authorized by the Board of Directors.
- B. Glass containers are not permitted in the pool area and the gazebo.
- C. After use, the common elements must be left in a clean condition. Individuals who abuse their right to use the common elements for private functions may have this privilege revoked by the Board of Directors.

GUESTS

- A. Guests staying longer than one week must fill out guest registration permits, found in the lobby or in the office. The forms are in duplicate -one copy for the office and the other copy to be displayed on the dashboard of the guest's car when parked in the condo parking lot.
- B. It is the condominium unit owner's responsibility to require any guests to complete the registration permit. Copies of the Rules and Regulations will be attached to the registration form and additional copies are located in the lobby.
- C. Failure of the condominium owner to comply with guest registration requirements will result in towing of the guest vehicle and other legal action.

LAUNDRY FACILITIES

- A. The laundry room shall be used on a first come - first served basis and only between the hours of 6:00 a.m. -10:00 p.m..
- B. Laundry that has completed the washing and/or drying cycles should be removed from the machines immediately.
- C. Care should be taken in loading the machines to insure that they are not overloaded or loaded unevenly.
- D. Use ONLY liquid laundry detergent. No tints or dyes may be used in any laundry machine.
- E. Each user is responsible for leaving appliances in a completely clean condition. Lint traps in dryers and water overflow holes in washer must be cleaned.
- F. Laundry room will be used by one family at a time. Do not remove laundry from machines that does not belong to you.

PERSONNEL

- A. Management firm employees and Association employees are assigned specific duties to be performed under the supervision of the firm. Occupants shall not interrupt, socialize, or interfere with the performance of these employees. Exceptions are for emergency only. A list of the specific job duties performed by the Management firm and its employees is available through the Board of Directors.
- B. Any requests by occupants for special service must be directed to the management firm.
- C. For all maintenance requests - a mailbox is in the lobby with the blank forms.

SOLICITATION

- A. There shall be no solicitation by any person anywhere in the buildings or common areas for any cause whatsoever, unless invited by an individual condominium owner or authorized by the Board of Directors.
- B. There will be no soliciting or car sales on the Sea Castle parking lots at any time - No visible "FOR SALE" signs.
- C. The Bulletin Board is to be used for posting of meetings, special events, resident wellness reports, board and dock committee phone numbers, management company phone numbers, Pasco County and emergency phone numbers. Ads for Condos for Sale or Rent and Items for Sale are not to be posted on bulletin board or in any common area.

NOISE

- A. In order to insure your own comfort and that of your neighbors, radios, recording amplifiers and television receivers must be turned to a minimum volume at all times. Take care and consider your neighbor when opening and closing sliding doors.
- B. The noise levels in the common areas, including the parking lot and pool, should be kept at a minimum.

OBSTRUCTIONS

Sidewalks, driveways, entrances, condominium unit entries, elevators, corridors and other common areas of travel must not be obstructed in any manner and are to be kept free of any materials which would be unsightly or hazardous.

PETS

- A. Pets are limited to one domestic cat per unit and they must be transported in a closed carrier to and from the unit.
- B. If, in the sole judgment of the Board of Directors, it is determined that a cat is causing excessive disturbances and annoyance to other occupants, the owner will be asked to dispose of the cat.
- C. Lessees or guests of lessees and guests of owners will not be permitted to bring any pet onto the premises, under any circumstances.
- D. No pets will be allowed in the swimming pool area or in the common areas.

OCCUPANCY

- A. Owner, lessee, or other occupant of a condominium shall only use the condominium for single family residence purposes in accordance with the Declaration of Condominium and zoning regulations which prohibit the use of the unit for business or storage purposes.
- B. No occupant shall make any use of the condominium which violates laws, ordinances, or regulations of any governmental body.
- C. No occupant shall commit or permit any nuisance, immoral, or illegal act in his/her condominium unit or in or on the common elements.
- D. The condominium units, common elements, facilities, and recreational facilities are designed for maximum occupancy of two persons per bedroom in every condominium unit.
- E. Condominium owner must be in residence if a non-family visitor is staying in the unit. Any exceptions are subject to prior approval by the Board of Directors.

OWNERSHIP

Ownership is limited to two (2) condominium units per entity (definition of "entity" at end of these rules and regulations).

MAINTENANCE PAYMENTS

Monthly maintenance fees are due and payable on the first of the month. Delinquent fees will incur a late fee and interest in the amount of 10% per year, after 10 days' past due. Failure to pay assessments within 30 days of the due date will result in legal action as provided in the Governing Documents and the State Law.

PARKING

- A. An owner of a condominium unit shall park his/her vehicle parallel to and within the boundaries of the parking space assigned to the unit. Such owner shall also drive the vehicle sufficiently forward so that the vehicle does not extend into the driveway or beyond the vertical plane of the building.
- B. Owners, their families, lessees, or guests are not permitted to park in assigned parking spaces belonging to others.
- C. Parking spaces are limited to private passenger vehicles and the use of the assigned spaces for storage or any other types of vehicles, equipment or apparatus is prohibited.
- D. Parking in assigned or unassigned parking spaces must be within the painted control lines. Vehicles that extend beyond the vertical plane of the building or obstruct the driveway must park in East parking lot.
- E. Sleeping overnight in cars or vans is prohibited.
- F. All vehicles must be pulled in facing the wall.
- G. All vehicles must have current state registration/tags. All residents must have Sea Castle decals for their cars. Cars belonging to visitors who are in residence for longer than one week must have proper identification placed on the dash. All visitors must park in East parking lot. Violators will be subject to towing.
- H. Commercial/work trucks and all vans must be parked in the east parking lot. Violators will be subject to towing.
- I. Car washing is restricted to parking area West of the swimming pool..
- J. Cleaning of oil spots and stains in the covered parking spaces, is the responsibility and/or expense of the individual owner or user of that space.
- K. New residents and renters will receive parking tag permits only after being interviewed.

PARKING LOT WEST OF SWIMMING POOL

- A. Parking spaces are reserved for boats, trailers and RV's. All vehicles and vessels in the Lot must have current state registration/tags.. Cars and trucks are not permitted to use this Parking Lot.

- B. Parking is permitted on a first come, first served basis. An annual fee of \$100.00 will be charged. The fee is due on January 1, and must be paid no later than January 31, of each new year.
- C. All vehicles or trailers parked in this lot must have a Sea Castle parking decal.
- D. The carwash area shall not be obstructed.
- E. Violations of items A through D may result in the vehicle, vessel or trailer being towed at the owner's expense.

SANITATION

- A. Occupants will not allow any rubbish, refuse, garbage, or trash to accumulate in places other than the receptacles provided therefore, and each condominium unit and the common elements shall at all times be kept in a clean and sanitary condition. Garbage shall be disposed of through the kitchen garbage disposal so far as possible, and all trash shall be placed in water proof bags or similar containers before being placed in the appropriate receptacles by way of trash chutes located on each floor in the laundry rooms.
- B. Occupants shall not allow anything to fall or be thrown from windows, doors, or balconies. No debris shall be swept from the condominium unit into the corridors, walkways or other common elements.
- C. All units will be subject to exterminator service (spraying) once a month, unless an owner provides proof of extermination by an outside vendor. If an outside vendor is used, this information must be provided to Management Company.

FACILITIES/GENERAL

The facilities of the Condominium are for the exclusive use of members of the Association, lessees, their families and guests accompanied by a member or lessee. No guest or relative of a member or lessee may use the facilities unless in actual residence or accompanied by a member or lessee.

SWIMMING POOL/SHUFFLE BOARD COURT/GAZEBO/BOAT DOCK

- A. Owners, their families, lessees, and guests using the pool do so at their own risk.
- B. Persons using the swimming pool are requested to read and obey the posted rules for use of the swimming pool and patio area. Pool use is from 9:00 a.m. - 10:00 p.m.

- C. In order to conserve the recreational facilities for the maximum enjoyment and pleasure of all concerned, the use of such facilities shall be limited only to the immediate family in residence in any condominium unit, from time to time, and their occasional guests. In the event a condominium is rented, the tenant, his family and occasional guest may use such facilities. During the time a unit is rented, the unit owner and his/her family and guests are not permitted to use the common elements facilities. Families in residence in condominium units owned by multiple or corporate owners shall be entitled to use such facilities during periods of such residence to the exclusion of the other multiple owners or corporate officials or their invitee.
- D. One boat slip to one condominium owner. Upon transfer of a unit either by lease or sale, the unit owner/seller relinquishes all rights to the use of the common and limited common elements of the association, including but not limited to the pool, recreation area, parking area, and boat basin facilities.
- E. Individuals in diapers or who are not toilet trained are not permitted in the pool at any time.
- F. No glass containers in pool area.
- G. Shower before going in pool.
- H. Clean up your area when leaving the pool.

WORK SHOP

Storage of any personal property is not permitted in the work shop area room.

KEYS

- A. Each condo is allowed 2 master keys for the common areas. Replacement keys will cost \$50.00 for the loss of first key and \$100.00 for the second, and any subsequent replacement.
- B. Keys (extra set) for all unit doors must be given to the office, to be used in case of emergencies and for monthly pest control.
- C. Keys for boats, cars, etc. for absent owners must be given to the office to be used in case of emergency. In the case of a hurricane or other windstorm or natural disaster, the owner is responsible to arrange for securing of any boats, cars, etc. left at the condominium in his/her absence. Neither the Management Company nor the Association will move any car or boat, etc.

LEASE

Application forms for leasing may be requested from the management company at 727 / 726-8000 or the Association office. Attached to the application are a set of rules and regulations in order to acquaint the new tenant and/or owner with limitations and guidelines for living at Sea Castle. Please note that a fee of \$75.00 is required for processing the application. Failure to go through the screening process will result in legal action to enforce the documents, including the voiding of a sale or rental.

The form is to be filled out completely and signed by both parties. A check made payable to Castle Council must accompany the form along with a copy of the lease. Application should be returned to Ameri-Tech Property Management, Inc. ~ 24701 US Highway 19 No., Suite 102 ~ Clearwater, FL 33763. Please allow 14 working days for the approval process. All applicants will be screened and interviewed by the Board of Directors.

Owners should refer to the Association's documents for any applicable leasing restrictions (i.e. minimum lease term).

SALES

The same procedure will be followed when selling your condominium.

Owners must provide purchasers with a copy of the Association's documents, rules and regulations, the payment coupon book and keys to the common areas.

YEARLY GARAGE LOTTERY

- A. Only persons (unit owners) not currently owning or leasing a covered parking space will be eligible.
- B. Winners of garage lottery must occupy the space for their personal use, and pay a \$400.00 fee.

FIRE SAFETY RULES

- A. Notify the fire department first before attempting to extinguish fire – large or small.
- B. Floor on which the fire is located will be evacuated first and then floors above.
- C. Upon hearing the fire alarm, occupants are to leave at nearest stairwell away from fire. Do not use elevators.
- D. Make sure the stairwell doors are shut when entering and exiting a stairwell.

- E. Walk to the far side of the parking lot. Keep out of the way of emergency vehicles.
- G. No smoking in the common elements or locker area. Every unit must be equipped with a hard-wired smoke alarm under the Fire Code.
- H. No volatile fluids can be stored in locker areas.
- I. Fluorescent stickers to be placed on window/door for a unit where assistance is required.

RULES GOVERNING ACCESS TO RECORDS.

Official records for Castle Council, Inc. are maintained at the Offices of Seaboard Arbors Management.

- 1. Appointment to be made with a five-day written request.
- 2. One hour duration for inspection.
- 3. All records to be left in the same order.
- 4. Photocopies are available at a charge of \$.25 per copy. Please note side of page is equal to one copy.

RULES GOVERNING UNIT OWNER PARTICIPATION AT MEETINGS

Unit owners may speak one time per agenda item. Although reasonable time will be allowed to speak on an agenda item, the Board of Directors reserves the right to limit the discussion of each item to one minute per unit owner. Unit owners wanting to speak on an agenda item must sign in prior to the beginning of the meeting.

RULES GOVERNING OFFICIAL LOCATION OF MEETING NOTICES

Official notices of Board of Directors meetings and any other required posting of notices for any other purposes are posted on the Condominium office window.

RULES GOVERNING SERVICE CONTRACTS

Service contracts entered into by Castle Council, Inc. do not exceed three (3) years in duration and include a provision for 30-day termination without cause.

ELEVATOR USE

- A. Passenger elevator is not to be used to carry freight.
- B. Freight elevator must be used to move freight, furniture, etc., in or out of the building and between floors. Hand-carried packages and folding grocery carts are not considered freight.
- C. The management office must be notified 2 to 3 business days in advance of move so that protective pads can be installed.
- D. Pads may stay up over a weekend if the move is completed after the maintenance men have left for the weekend.
- E. Freight elevator must not be tied up for the duration of the move. Movers should load the elevator, proceed to the required floor, unload the entire elevator contents into the vestibule next to the elevator so the elevator is available for use by others. Do not prevent the elevator door from closing with a blocking device. Release the elevator.

ENFORCEMENT & CONSEQUENCES

Violations should be reported in writing to the Board of Directors, at the Official Mailing Address of the Association. All complaints must be signed, and show your name and unit number. Please provide a telephone number where you can be reached for follow up.

Minor infractions will be brought to the attention of the person or persons involved by an officer(s) of the Association, or other person designated by the Board of Directors. Repeated infractions and violations of a more serious nature will be referred to the appropriate committee and/or the Board of Directors for action, as follows:

1. A written notice of any violation by the owner, owner's family, tenant or guest will be sent to the unit owner. The owner has 30 days to correct the violation or present to the Board of Directors and Management Company any disagreement regarding the violation.
2. After 30 days, if the violation has not been corrected, the matter will be referred to our attorney for legal action.
3. The owner will be held responsible for all costs incurred by the Association, including legal fees.
4. Failure to pay the costs will result in further legal action under the Governing Documents.

THE CASTLE COUNCIL, INC.

RULES AND REGULATIONS

Article XXXI. was amended in 1991 to add "Any one entity shall not be allowed to own more than two units within the condominium."

The term "entity" is defined as follows:

One natural person or two or more persons, their agents, assigns, heirs, or nominees; any corporation, trust organization, partnership or other entity, in which the individual is an officer, beneficiary, trustee, partner, stockholder, or has any other ownership right; their agents, successors, assigns, or nominees.

No entity who/which currently owns 2 or more units in the Condominium will be permitted to purchase additional units. Also, if any entity has an ownership interest in more than 2 units in the Condominium, and sells one of the units, he/she/it/they will not be permitted to purchase a replacement unit in the Condominium, until such time as the replacement would not exceed the maximum ownership of 2 units per entity. This paragraph shall not apply to units obtained by the Association pursuant to foreclosure proceedings.

Any co-ownership by a natural person with a spouse, or other individual(s), will be counted as one of the units owned by that natural person.