

**AMENDED AND RESTATED RULES AND REGULATIONS  
OF  
SEASHELLS OF SANIBEL CONDOMINIUM ASSOCIATION, INC.**

These Rules and Regulations hereinafter enumerated apply to the Condominium Property, the Common Elements, the Condominium Units and the Condominium in general, shall be deemed in effect until amended by the Board of Directors of the Condominium Association, and shall apply to and shall be binding upon all Unit Owners, their families, guests and any tenants, as those terms are defined in Appendix "A". The Unit Owners shall, at all times, obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, lessees, persons for whom they are responsible and persons over whom they exercise control and supervision. Violation of these Rules and Regulations may subject the violator to any and all remedies available to the Condominium Association and other Unit Owners, pursuant to the terms of the Declaration of Condominium, the Articles of Incorporation of the Condominium Association, the Bylaws of the Condominium Association and Florida law. Violations may be remedied by the Condominium Association by fine, suspension of common facility use rights, injunction, or other legal means and the Association shall be entitled to recover in said actions, any and all court fees and costs incurred by it, together with reasonable attorney's fees, against any person violating the Rules and Regulations or the Declaration of Condominium and any of the Exhibits attached thereto. The Board of Directors may from time to time, adopt or amend previously adopted Rules and Regulations governing the details of the operation, use, maintenance, management and control of the Common Elements of the Condominium and any facilities or services made available to the Unit Owners. Any waivers, consents or approvals given under these Rules and Regulations by the Board of Directors shall be revocable at any time and shall not be considered a waiver, consent or approval of identical or similar situations unless notified in writing by the Board of Directors.

**THE RULES AND REGULATIONS ARE AS FOLLOWS:**

**1. Parking.** Each Unit has one designated, reserved parking space. Owners, tenants, and guests must use the designated parking space for their Unit. There are two unreserved parking spaces at each of the six buildings. Use of the unreserved parking spaces is subject to availability. Automobile parking spaces shall be used solely and exclusively for the purpose of parking passenger vehicles and motorcycles. As defined in Appendix "B", no commercial vehicles, governmental vehicles, buses, open-bed vehicles (except permitted pick-up trucks), campers, mobile homes, motor homes, golf carts (except on-site management golf cart), off road vehicles, inoperable vehicles, boats or trailers of any kind shall be permitted to be parked or stored at any time upon Condominium Property. No trucks (except pick-up trucks of one ton or less weight rated capacity, used solely for personal transportation and not used as commercial vehicles) are permitted to be parked or stored at any time upon the Condominium Property. This provision applies to all Owners, Tenants and Guests and other Invitees of Owners or Tenants. This provision shall not apply to the temporary (less than 12 hours) parking of trucks, commercial vehicles and open-bed vehicles used by outside vendors to furnish commercial services to the Condominium Property (the Units or Common Elements). The Association's manager must be notified that such vehicles will be on the premises to provide such services. No trash, debris or

other goods or materials may be kept in the beds of permitted passenger pick-up trucks unless the bed has been covered with a commercially fabricated top.

Unit Owners, who rent their Unit, may store one operable vehicle in the Unit's designated parking space; however, there must be adequate room within the designated parking space for both the stored vehicle and any tenant's vehicle without blocking or impeding driveway traffic. Cloth covers (but not plastic) may be placed over stored automobiles. No automobile may be stored for more than six months in a calendar year, and no stored automobile may remain if it is inoperable (e.g. not currently licensed) and/or becomes unsightly (e.g. flat tires, broken glass, rust holes, etc.). Unit Owners or Tenants, who store a vehicle on the Common Elements, while said Owner or Tenant is absent from the Unit, must leave a key to the vehicle with management, for use in the event of an emergency, or in connection with maintenance of the Common Elements (e.g. parking lot resealing and/or resurfacing). Unit Owners or Tenants may park in the assigned space of another Unit Owner or Tenant who is away from the Condominium, only with written permission of the Owner or Tenant of said Unit, which must be provided to on-site management. Vehicles must be parked with the front of the vehicle facing the parking bumper.

**2. Bicycles and other Items.** Bicycles must be parked in a bike rack when not in long-term storage. No bicycle may remain in a bike rack if inoperable or unsightly (e.g. flat tire, broken chain, rusted body). Kayaks, canoes, paddleboards and similar non-motorized items may be stored on the Condominium Property, as approved by the Board of Directors, and directed by the On-site Manager. Such items shall not be stored in the parking areas. The Association shall not be responsible for the theft or damage of any such items.

**3. Recreational Facilities.** The recreational facilities (swimming pool, shuffleboard court, and tennis court) hours are sunrise to sunset. No radios or speakers may be used at the recreational facilities. Children under the age of twelve (12) years old must be adequately supervised when using the recreational facilities. Regulations regarding the use of the recreational facilities may be updated from time to time.

**4. Outdoor Cooking.** Outdoor cooking is permitted only in designated outside areas away from condominium buildings. Barbecue grills may not be used on balconies, lanais, porches, or in common areas within a building.

**5. Common Areas.** All common areas inside and outside the building will be used for their intended purposes. No articles belonging to unit owners, tenants, or guests (with the exception of specifically designated areas for specifically designated items) shall be kept therein or thereon and such areas shall at all times be kept free of obstructions. The sidewalks, entrances, passages, vestibules, stairways, corridors and halls must not be obstructed or encumbered or used for any purpose other than access to and exit from the premises and no personal property may be stored therein. All stairways and railings shall be used only for the purposes intended and shall not be used for hanging garments or other objects, or for cleaning of rugs or other household items.

**6. Residential Use.** The Use of the Units is restricted to single family residential purpose only. Units may not be used for commercial or business purposes. Unit Owners and Occupants may use Units for "home office" or "telecommuting" purposes, provided that such uses do not involve customers or clients coming onto the Condominium Property, the posting of any signage

in the Condominium, the storage of equipment, products, or materials in the Condominium, nor more than two regular deliveries per day of correspondence or similar items from customary express delivery services.

**7. Garbage/Recyclables.** Garbage, trash and recyclables shall be disposed of only by the use of garbage disposal units or by use of receptacles approved by the Association.

**8. Maintenance and Utilities.** Each Unit Owner must maintain in good condition and repair all interior surfaces of their Unit, maintain and repair the fixtures therein, and must promptly pay for any utilities which are metered separately to his apartment. Failure to maintain utility service or an operable air conditioning system in the Unit shall be evidence of a failure to maintain the Unit. In the event of a failure to maintain the Unit or a failure to address any condition that may cause damage to the Unit, Common Element or Other Units, the responsible Unit Owner must promptly maintain/repair the Unit in order to prevent such damage and the Association shall have all rights and remedies available by law regarding such failure to maintain the Unit, including but not limited to the right to undertake such maintenance as provided in Article 6.3 of the Declaration. Unit Owners and their contractors must comply with all applicable codes and regulations.

**9. Flooring.** The floors of Units located above other Units shall be covered with carpet and padding, vinyl or other such resilient material or an underlayment of sound deadening material to reduce the transmission of noise if wooden, ceramic or other hard floor is used, except in bathrooms. The minimum sound proofing material that will be approved shall be of such kind and quality to achieve STC and IIC ratings of at least 72 and 71 respectively, and as the Board may further specify. Underlayment for floor coverings other than carpet shall be at least 90 mil of thickness and must be a membrane (cork and similar underlayment is not permitted) with specifications at least equivalent to 2015 version of the product sold under the brand name Protecto Wrap Flex Deck (90 mil).

**10. Window Treatments.** All draperies, blinds and other window treatments shall be neutral in color as viewed from outside the Unit.

**11. Alterations.** No Unit Owner may make any structural modifications, external alterations to the Condominium Property or any alterations or modifications to the exterior of the Condominium Buildings or Common Elements, without the express written approval of the Board of Directors.

Holes (whether through drilling, nails, screws, or otherwise) are not permitted in structural portions of the building (including but not limited to concrete, masonry, block, stucco, fascia, soffits, windows, window frames, doors, door frames, and the like) without prior written approval of the Board of Directors. It is the intent of this requirement to ensure that the structural integrity of the Building (including but not limited to its water-proofness) is not compromised.

**12. Signs and Decorations.** No Unit Owner may post any signs, advertisements or notices without the written approval of the Association. Unit Owners may install reasonable decoration on their Limited Common Element lanais.

**13. Association Access to Units.** All Unit entry doors must be keyed to the Association's master key. The Unit Owner of any Unit not keyed to the master key shall be responsible for all costs incurred by the Association to access the Unit pursuant to its right of access in Article 12.4 of the Declaration. Further, all Unit Owners must provide the Association with keys to all storage units, Owner's closets and attic access panels.

**14. Pets.** The Unit Owners and their family members may keep normal domesticated household type pets (such as a cat or dog) in the unit. Dogs and cats must be leashed or in a pet carrier at all times while outside of the Unit. The ability to keep pets is a privilege, not a right; the Board of Directors may order and enforce the removal of any pet which becomes an unreasonable source of annoyance to other residents. The Unit Owner is responsible for cleaning up after his pet. No reptiles, rodents, poultry, amphibians, swine or livestock may be kept in the Condominium, but tropical fish or caged birds in reasonable numbers are permitted. Tenants and guests are not permitted to have pets on the Condominium Property.

**15. Nuisances.** No Unit Owner shall use the Unit, or permit it to be used, in any manner that is unreasonably disturbing, detrimental or a nuisance to the occupants of another unit, nor permit the premises to be used in a disorderly or unlawful way. No Unit Owner, guest, occupant or tenant may cause or permit any sound or noise from 10PM to 7AM (Quiet Hours"), if the same shall disturb other occupants of the Condominium. The use of each Unit shall be consistent with existing laws, the governing documents and the condominium documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner.

**16. Hazardous Materials.** Flammable, combustible, explosive fluids, gases, chemicals or substances, other than for bona fide life support systems, cannot be stored anywhere on Condominium Property.

**17. Registration.** All tenants, overnight guests and other occupants must register with the Association's office upon arrival at the Condominium.

**18. Leasing.** The Association must approve all leases. Any Unit Owner desiring to lease their Unit must notify the Association at least ten (10) days prior to the tenant taking occupancy of the proposed lease. Such notice must be in writing and can be delivered to the Association's manager by hand delivery, U.S. mail or email. The Association reserves the right to deny a proposed lease if the Association has determined the Unit is not properly maintained, the Unit Owner is delinquent in the payment of any monetary obligation to the Association, or a building is partially or fully closed for maintenance or construction. For any Unit in the Association's Rental Program, the Rental Program will provide such notice. The Rental Program or the Unit Owner is responsible to give every tenant a copy of the Association's "Guest Rules and Regulations". All leases must comply with all local zoning regulations, which currently require a minimum three (3) night stay. Maximum occupancy is determined by the size of the unit, not to exceed 6 overnight persons per unit. When a Unit is leased, a tenant shall have all use rights in the Association Property and the Common Elements otherwise readily available for use generally by Unit Owners and the Unit Owner shall not have such rights except as a guest, unless the tenant waives such rights in writing. The Association prohibits dual usage of the Condominium Property by the Unit Owner and a tenant; this Rule does not interfere with the access rights of the Unit Owner as a landlord pursuant to Chapter 83, Florida Statutes.

**19. Violations.** Violations of these Rules should be reported to the On-site Manager of the Association in writing, not to the Board of Directors or the Officers of the Association. The On-site Manager will call violations to the attention of the violating owner. The Board, in its discretion, shall take appropriate action regarding any such violations. These rules shall apply to all Unit Owners, their families, guests, tenants and invitees. Unit Owners shall be responsible for all violations by persons on the condominium property by permission or invitation of the Unit Owner and all damages resulting from such violation.

**20. Unit Owner Responsibilities Regarding the Prevention of Fungal Contaminants (Mold and Mildew).** Unit Owners must take all appropriate steps to reduce and/or eliminate the occurrence or continued existence of mold and/or mildew (collectively “mold”) growth in and around the Unit and appurtenant Common Elements and thereby minimize the possibility of adverse effects that may be caused by fungi, including mold. The Unit Owners’ responsibilities include, but are not limited to, the following:

- The air conditioning system and humidity control system, if applicable, must be kept in good working order. Whether occupied or not, the air conditioning/humidity control systems must be appropriately operated, when reasonably necessary, to adequately control the temperature, humidity and in-door air quality in the Unit.
- The main valve on the water line serving the Unit must be turned to the OFF position if the Unit is to be unoccupied for more than seven (7) days.
- All incidents of mold and water intrusion, including but not limited to water spots on drywall, plumbing leaks, leaks around windows and doors, leaks from appliances, and any other leaks, or evidence of water intrusion must be immediately reported to the On-site Manager.
- All regular and routine maintenance required to prevent water intrusion not otherwise performed by the Association, is the obligation of the Unit Owner and must be timely and adequately performed. Such maintenance includes, but is not limited to the regular inspection, cleaning and services of all appliances servicing the Unit, including the air conditioning system, humidity control system if applicable, refrigerators, and freezers; the regular maintenance and replacement of interior caulking and/or weather stripping around windows, doors, and plumbing fixtures.

**21. Antenna.** Television and Other Outdoor Antennae. No person other than the Association may install television, radio, satellite, or other antenna or satellite system on the Common Elements. Certain television, satellite, or other antenna systems may be installed on a Limited Common Element to which the owner has exclusive use rights (i.e. balcony/lanai), subject to compliance with the provisions of Appendix “C”.

## **Appendix “A”**

### **Occupancy Definitions.**

The following definitions shall apply for purposes of these Rules:

**FAMILY** - means one natural person or a group of two or more natural persons each of whom is related to each of the others by blood, marriage or adoption; or not more than two persons not so related, who reside together as a single housekeeping unit.

**GUEST** - means any person who is physically present in or occupies a unit on a temporary basis at the invitation of the unit owner without the payment of consideration.

**LEASE** - means the grant by a unit owner of a temporary right of use of the owner's unit for a valuable consideration

**LESSEE OR TENANT**- means any person occupying a Unit pursuant to a Lease.

**OCCUPANT** or **OCCUPY** - when used in connection with a unit, means any person who is physically present in a unit on two or more consecutive days, including staying overnight.

**PERSON** - An individual, corporation, trust or other legal entity capable of holding title to real property.

**UNIT OWNER** - The owner of a condominium parcel.

## Appendix “B”

### Vehicle Definitions.

The following definitions shall apply for purposes of these Rules:

“**Boats**” means anything manufactured, designed, marketed or used as a craft for water flotation, capable of carrying one or more persons, or personal property, including personal watercraft such as “jet-skis”, but excluding kayaks, canoes, paddleboards and similarly non-motorized items.

“**Bus**” means all vehicles of any kind whatsoever, including vans, manufactured, designed, marketed or used as a bus, for transport of nine or more passengers, or the carriage of goods.

“**Campers**” means all vehicles, vehicle attachments, vehicle toppers, trailers or other enclosures or devices of any kind whatsoever, manufactured, designed, marketed or used for the purpose of camping, recreation, or temporary housing of people or their personal property.

“**Commercial Vehicles**” means all vehicles of every kind whatsoever (including regular passenger automobiles), which, from viewing the exterior of the vehicles or any portion thereof, shows or tends to show any commercial or charitable institution (e.g. church or school) markings, signs, displays, tools, equipment, racks, ladders, apparatus, or otherwise indicates a commercial or other non-personal use. Vehicles designed for commercial purposes whether or not so used (e.g. hearses, limousines, etc.) are prohibited.

“**Golf Cart**” means any motor or electronic vehicle or other than a bicycle, motorcycle, or moped, designed and manufactured for operation on a golf course, or other conveyance for sporting or recreational purposes.

“**Governmental Vehicles**” means all vehicles of any kind whatsoever which contain markings or apparatus indicating that the vehicle is used in the performance of governmental services or functions, and not primarily as a passenger automobile. By way of example, but not limitation, fire trucks, ambulances, and City or County staff vehicles are included within the definition of governmental vehicles. Police cruisers are permitted.

“**Inoperable Vehicles**” shall include any vehicle, of any nature whatsoever, which is not capable of normally and safely engaging in highway travel. Any vehicle that does not display a current license automobile tag shall also be deemed an “inoperable” vehicle.

“**Mobile Homes**” means any structure or device of any kind whatsoever, which is not self-propelled but which is transportable as a whole or in sections, which is manufactured, designed, marketed or used as a permanent or temporary dwelling.

“**Motor Homes**” means any vehicles which are self-propelled, built on a motor vehicle chassis, and which are primarily manufactured, designed, marketed or used to provide temporary living quarters for camping, recreational or travel use. Vehicles which contain showers, restroom facilities, or cooking facilities shall also be considered motor homes.

**“Off-Road Vehicles”** means all vehicles or conveyances which are primarily designed or marketed for non-highway recreational or commercial use. By way of example, but not limitation, “ATV’s”, “dune buggies”, “souped-up” passenger vehicles, “dirt bikes”, “mini-bikes”, “monster trucks” and “swamp buggies” shall be considered off-road vehicles.

**“Open-Bed Vehicles”** means all vehicles of any kind whatsoever, excluding permitted pick-up type trucks including flatbeds, which have exterior unenclosed areas, no matter what the size, which unenclosed areas are manufactured, designed, marketed or used for storage, placement, or transportation of goods or any other types of objects. The enclosure of an open-bed vehicle or truck with a “capper”, “topper”, or similar enclosure shall not serve to remove the definition of such vehicle as a “truck” or “open-bed” vehicle (i.e. said vehicles are still prohibited from being kept, stored, or parked upon the Condominium Property).

**“Trailers”** means any vehicles or devices of any kind whatsoever which are manufactured, designed, marketed or used to be coupled to or drawn by a motor vehicle.

**“Truck”** means all vehicles of every kind, with a one (1) ton or greater rated weight-carrying capacity, which are manufactured, designed, marketed or used for transporting goods of any nature. “Truck” shall include, but shall not be limited to step, panel, or cargo vans of any weight, or size. Provided, however, that the term “truck” shall exclude passenger vans primarily designed for the carriage of eight or less passengers, and not primarily designed for the carriage of goods. The term “truck” shall also exclude “mini-vans” and sport utility vehicles.



## Appendix “C”

### Antenna Installation Guidelines.

Permitted Antennas. Permitted antennas include (collectively hereinafter referred to as “antennas”):

- Direct broadcast satellite dishes (DBS) that are less than one meter in diameter.
- Multi-channel, multi-point distribution service devices (MMDS) that are less than one meter in diameter or diagonal measurement.

Location of Antennas. Antennas are only permitted to be installed in exclusive use areas, such as balconies or lanais. To the extent feasible, all antennas must be placed in locations that are not visible from any street and in a location to minimize annoyance or inconvenience to other residents of the Community if this placement would still permit reception of an acceptable quality signal. Antennae may not extend beyond the plane of the imaginary line running from the edge of the balconies or lanais ceiling to the balconies or lanais floor, bounded on the sides by the vertical balconies or lanais walls.

Holes (whether through drilling, nails or screws, or otherwise) are not permitted in structural portions of the building (including but not limited to concrete, masonry, block, stucco, fascia, soffits, windows, window frames, doors, door frames, and the like) without prior written approval of the Board of Directors. It is the intent of this requirement to ensure that the structural integrity of the Building (including but not limited to its water-proofness) is not compromised by the installation of antennas.

Color and Screening of Antennas. All antennas shall be painted to blend into the background against which it is mounted, so long as the paint will not interfere with an acceptable quality signal.

Safety Requirements. To safeguard the safety of the Unit Owners, Occupants of the residence in which the antenna is located, neighboring Unit Owners, and other Owners in the Condominium, it shall be the obligation of the Owner to comply with all applicable local, state and federal safety requirements, including but not limited to obtaining a permit for the installation of the antenna, if any is so required, hiring licensed contractors with sufficient expertise and adequate insurance to protect their work, installing the antennas away from power lines and other potentially dangerous areas, installing and using the antenna in accordance with safety recommendations and requirements of the antenna manufacturer, and in accordance with the customs and standards for the antenna industry, including compliance with electrical code requirements to properly ground the antenna, and installation requirements to properly secure the antenna. Antennas shall be properly secured and installed so as to cause no damage to the Building, such as compromise of its waterproof integrity. Unit Owners shall indemnify the Association for any loss or damage (including attorney’s fees) occasioned by non-compliance with these obligations. A Unit Owner shall indemnify and hold harmless the Association, and all other Unit Owners, for any damage that an antenna causes to the Condominium Property or to persons or other property.