

Owner Approved CHANGES TO SEA OATS DECLARATIONS & BY-LAWS

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#1 -- Page 8 of Declaration -- Paragraph 1-- Assessment:

~~“The liability for any assessment or portion thereof may not be avoided by a Unit owner or waived by reason of such unit owner’s waiver of the use and enjoyment of any of the common elements of the condominium or by his abandonment of his apartment.”~~

Re-Wording of Declaration as follows:

The liability for any assessment or portion thereof may not be avoided by a Unit owner or waived by reason of such unit owner’s waiver of the use and enjoyment of any of the common elements of the condominium or by owner’s abandonment of unit.

Unit(s) in arrears 30 days or more will be sent a notification letter of delinquent assessment. Upon receipt of notification of arrears if not paid to the Association within ten (10) days, owners will be charged at an interest of 8% of the total amount of the delinquent assessment retroactive from original due date until paid.

Reason: Clarify the process that will be followed to collect monies due in a timely manner.

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#2 -- Page 8 of Declaration -- Paragraph 3 -- Assessment:

~~“Assessments and installments on them not paid when due bear interest at the rate of eight (8%) percent per annum from due date until paid.”~~

Re-Wording of Declaration as follows:

A unit owner shall be liable for all assessments coming due while he/she is the unit owner. Assessments and installments not paid when due bear interest at the rate of eight (8%) percent per annum from due date until paid.

Unit(s) in arrears 30 days or more will be sent a notification letter of delinquent assessment. Upon receipt of notification of arrears if not paid to the Association within ten (10) days, owners will be charged at an interest of 8% of the total amount of the delinquent assessment retroactive from original due date until paid.

Reason: Clarify the process that will be followed to collect monies due in a timely manner.

#4 -- Page 13 of Declaration – Item 12 -- Paragraph 1, 3 – USE RESTRICTIONS:

~~“Each apartment is hereby restricted to residential use by the owner or owners thereof, their guests and tenants.”~~

~~“No two bedroom apartment shall be occupied by more than four (4) persons, no more than two of whom may be children under eighteen (18) years of age and one of whom must be an adult. No three bedroom apartment may be occupied by more than five (5) persons, no more than three of whom may be children under eighteen (18) years of age.”~~

Re-Wording of Declaration as follows:

Each unit is hereby restricted to residential use by the owner or owners thereof, their guests and renters.

No two (2) bedroom unit shall be occupied by no more than four (4) persons, one (1) of whom must be an adult. No three (3) bedroom unit shall be occupied by more than six (6) persons, one (1) of whom must be an adult.

Reason: *The three (3) bedroom unit is increased by 1 (one) person. This makes bedroom(s) use more equitable. (Occupants restricted to two (2) persons per bedroom.)*

#5 -- Page 14 of Declarations -- Paragraph 3 – PETS:

~~“No animal pets other than one dog or cat may be kept or harbored in any one (1) apartment/unit and the weight of such pet may not exceed twenty (20) pounds. Snakes or reptiles of all kinds may not be kept or harbored on the project and no birds or fowls except those ordinarily designated and kept as pets may be kept on the project.”~~

Re-Wording of Declaration as follows:

No animal pets other than one dog or cat may be kept or harbored in any one (1) apartment/unit and the weight of such pet may not exceed twenty (20) pounds. Snakes or reptiles of all kinds may not be kept or harbored on the condominium and no birds or fowls except those ordinarily designated and kept as pets may be kept on the condominium. Support/therapy animals with proper documentation are exempt.

There is a one (1) pet restriction for ...cat or dog...not both, not to exceed 20 lbs. This applies to Owners, Renters and Guests The only exception would be for a guest with a pet that is visiting the owner of a unit for a short period of time . Not to exceed one week.

*Owners, guests or renters of pets deemed to be causing a disturbance to the Sea Oats community will be required to remedy the situation upon notification **by Board of Directors**. If not corrected, the unit owner may be subjected to a fine or fines.*

Pets must be walked in the designated restricted area and the owner must pick up/clean up after the pet and dispose of waste accordingly. Rules and regulations are posted.

Owners are responsible for their guests or renters who in violation of this Declaration an initial notification will be given and must be rectified within one (1) week. If not corrected, it will be followed by a \$100.00 fine for the 1st offense. Further notification(s) will impose an additional fine starting at \$250.00.

Reason: *Clarify and stress proper/correct rules regarding pets and add fine \$ amounts.*

#6 -- Page 14 of Declarations -- Paragraph 8 – Responsibility for Maintenance and Repair:

~~“An owner shall not place or cause to be placed in any of the project areas, both common and limited, any furniture, packages or objects of any kind. Such areas shall be used for no other reason than for normal transit.”~~

Re-Wording of Declaration as follows:

*An owner shall not place or cause to be placed **overnight/24 hours** in any of the condominium areas, walkways, both common and limited, any furniture, packages or objects of any kind. Such areas shall be used for no other reason than for normal transit.*

The Board has the option to impose a fine after the first notification. If not corrected, a \$50.00 fine will be imposed for first offense. Additional fines will be imposed if not adhered to after notification.

Reason: *This is a safety issue in the event of an evacuation occurrence. Also to maintain the aesthetics of Sea Oats.*

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#7 -- Page 14 of Declarations -- Paragraph 9 -- Responsibility for Maintenance and Repair:

~~“Nothing shall be hung from any of the windows or from any of the balconies or walkway railings of the project.”~~

Re-Wording of Declaration as follows:

Nothing shall be hung on any outside windows, balconies or walkway railings with the exception of holiday decoration. OK to hang from inside the unit.

The Board has the option to impose a fine after the first notification. If not corrected, a \$50.00 fine will be imposed for first offense. Additional fines will be imposed if not adhered to.

Reason: Clarifying what can be hung from windows, balconies and walkways railings.

#18 -- NEW BY-LAW SUBMITTED FOR CONSIDERATION

BID CONSIDERATION

All projects considered by the Board that exceeds \$5,000 should be solicited by no less than 3 bidders.