



Owner's Association, Inc.

Homeowner Guide

December 1, 2018



Introduction	1
General Homeowner Information	2
General Rules and Regulations	3
Pet Policies	5
Parking Policies	7
Sea Winds Activity Room	9
Homeowner Maintenance	10
Assessments, Late Charges, and Fines Collection Procedure.	16
Master Deed and Bylaws	20

This Homeowner guide was created to provide important information to Owners at Sea Winds regarding policies, rules, and regulations established by the Board of Directors of the Sea Winds Owner's Association to ensure an enjoyable community for all.

This guide will be periodically updated to ensure accuracy and up-to-date information. Please submit suggestions and corrections to Tim@SeaWindsHOA.com.

1. **Homeowner Contact Information**

It is important that all Owners maintain up-to-date contact information to ensure information and communications are received in a timely manner. New Owners must complete an Owner Information Sheet when becoming a member of the Association. It is the Owners responsibility to submit a new sheet when there are changes. The Owner Information Sheet is an e-form and can be found at www.seawindshoa.com/requests.

To receive the latest information and updates in the most timely manner possible, providing an email address is strongly encouraged. Going forward, we will be reducing Association expenses by utilizing email for general homeowner updates and communications. Official notifications, such as annual meeting notices, will continue to be mailed.

Please ensure the Association has the correct email address you would like to use for general information updates and communications. Please email any corrections or changes as soon as possible using the Owner Information e-form located at www.seawindshoa.com/requests.

2. **Sea Winds Website**

Information about Sea Winds and the Association is maintained on a website accessible by registered Homeowners. If you are not currently registered, please email Tim@SeaWindsHOA.com to request registration and logon information.

The address for the Sea Winds website is www.seawindshoa.com

3. **Building Access**

The lobby doors, stairwell doors, and pool room doors are controlled by an electronic access system. Special "fobs" are used to unlock these doors. Owners must submit an e-form to request additional fobs. The e-form can be found at www.seawindshoa.com/requests. The appropriate charges for the additional fob(s) will be added to the Homeowner account. Fobs will be mailed to the individual Homeowner.

4. **Annual Homeowner Meeting**

The Annual Sea Winds Homeowner Meeting is held on the second Saturday of the month of September of each year.

5. **Homeowner Requests - E-Forms**

The Sea Winds Owner's Association utilizes e-forms for various homeowner requests. These requests include:

- Owner Parking Decal Requests
- Pet Registration Requests
- Building Access Fob Requests
- Homeowner Information Updates

To access the list of available forms, please go to the following link and click on the necessary form: www.seawindshoa.com/requests

PARKING: Authorized passenger vehicles shall be parked only in paved parking spaces. Owners, renters, and guests shall adhere to all established Sea Winds parking policies at all times. Please see “Parking Policies” section for more details.

CARTS: Luggage and shopping carts are available for your convenience. Please return these carts to the lobby so that others may use them. Please note that luggage and shopping carts are not to be used for construction or remodeling purposes. Please see “Homeowner Maintenance” section for more details.

GRILLS: Outdoor cooking, including grilling of any type, on balconies or in the hallways is strictly prohibited. Grilling is only allowed in the designated grilling areas using the grills provided.

REFUSE: All refuse must be placed in secured heavy-duty plastic bags and deposited in the trash chute at the north-end stairwell. Place only bagged household garbage in trash chutes.

A dumpster is also available on the north-end of the building side parking lot. This dumpster is for household and small garbage items only. No large items (such as furniture, appliances, carpet rolls, etc.) are to be placed in or beside the dumpster.

Large items are to be placed in the grassy area on the back side of the overflow parking lot across the street. Place large items in the designated area for pick up by the City of North Myrtle Beach.

BALCONIES: Articles of clothing, linens, towels, etc., shall not be hung from the balcony railings or window sills. Do not throw cigars, cigarettes or any other objects from your balcony. Also, do not feed the seagulls from your balcony.

Please ensure that all deck furniture **has plastic or rubber footers on the ends to prevent damage** to the traffic system and membrane. Any gouges, tears, and damage to the balcony surface coating caused by metal furniture or furniture without proper footers will also void the warranty.

Any damages to the balcony traffic system and surface membrane caused by improper use such as carpeting, carpet gluing, unprotected furniture, metal furniture, carelessness, etc. will be repaired by the Association and repair expenses will be the responsibility of the homeowner.

SWIMMING POOL: Pool rules are strictly enforced. Bottles or glass objects are not permitted at any time in the swimming pool area. All residents, guests and renters are cautioned that they use the swimming pool, its equipment and facilities at their own risk. Children under 14 years of age are not allowed to use facilities, including the jacuzzi, without adult supervision.

PETS: Guests, renters, and visitors are prohibited from bringing pets on the property. In no event shall the pets of unit Owners be permitted in any of the public portions of the condominium unless carried or on a leash and under the direct supervision of the unit Owner. Please see “Pet Policies” section for more details.

DISTURBANCES: To ensure an enjoyable community for all, it is important to consider the peaceful enjoyment of others staying around you while at Sea Winds. Loud noises including those from televisions, stereo equipment, musical instruments, gatherings, parties, and loud talking shall be **kept at a minimum at all times and shall at no time create disturbances to others.** In addition, absolutely no loud noises are allowed during the hours from 9:00 P.M. until 8:00 A.M.

There shall be no excessively loud construction/remodeling noise outside the hours of 9:00 A.M. through 5:00 P.M., Monday through Saturday, and 12:00 P.M through 5:00 P.M., Sunday.

CHILDREN: Reasonable supervision of children by a responsible adult must be exercised at all times. Playing in walkways, stairwells and in the elevators is prohibited.

FIREWORKS: The discharging of fireworks on or around the property is strictly prohibited and enforced by the City of North Myrtle Beach.

IN CASE OF EMERGENCY DIAL:

- Emergency 911
- Police (843) 280-5511
- Fire and Rescue (843) 280-5511
- Coastal Association Management. (843) 663-2040
- Sea Winds Building Manager . . . (843) 222-3110

The following pet policies have been adopted by the Board of Directors of Sea Winds.

1. Only deeded Owners are allowed to bring authorized pets onto the Sea Winds property. Deeded Owners are individuals that are named on the deed that is recorded at the Horry County Courthouse. All other individuals are NOT allowed to have pets including immediate family members, relatives, friends, renters, tenants, etc.

Individuals other than deeded Owners who have pet(s) on the property will result in a \$100 fine, which may be assessed on a daily basis per pet until the day the pet(s) is no longer on the property.

Notwithstanding any other provision herein, disabled individuals may keep assistance animals in their units. Furthermore, nothing herein shall hinder full access to individual condo units and the common areas by individuals with disabilities.

2. Authorized pets include domesticated animals such as cats and dogs.
 - a. Domesticated animals may be kept by unit Owners in their respective unit provided that they are not kept, bred, or maintained for any commercial purposes. No other animals, livestock, or poultry of any kind shall be raised, bred, or kept on any part of the property.
 - b. Any animal trained for attack is considered vicious and is not permitted on any part of the property.
3. Deeded Owners must register their pets with the Association's management company via e-form pets will be allowed on the property. The pet registration e-form can be found at www.seawindshoa.com/requests.
 - a. No more than 2 pets per unit will be allowed. This limit may be extended to 4 for small pets.
 - b. Registered pets will be issued a tag which shall be attached to the collar of the registered pet and visible at all times.

Having an unregistered pet on the property will result in a \$100 fine for the first offense, \$300 for a second offense and \$500 for the third offense.

4. Authorized pets must be under complete control of the Owner at all times.
 - a. Pets in transit are to be carried, restrained by a leash, or placed in an animal carrier.
 - b. All animals must be kept on a leash and accompanied by the Owner when outside of unit. Animals are NOT allowed to run free.
 - c. Pets shall not be left unattended outside the unit. Pets are not allowed to be tied outside the unit and/or to any of the railings within the complex.
 - d. Pets must be walked in remote areas only. Pets must be kept away from grassy areas near all buildings. Pets must be kept away from the grassy and picnic areas on the ocean side of the building.

- e. Owners shall not allow pets to relieve themselves on patios, balconies, hallways, stairs, sidewalks, picnic areas, ocean side of the building, etc. Owners are responsible for immediately cleaning up after their pets and discarding securely bagged pet droppings.
- f. No food or water is to be left for pets outside the unit or in any common area or limited common area.

Failure to maintain complete control and/or clean up after pets may result in a \$100 fine.

- 5. No pet shall be allowed to become a nuisance and/or create any unreasonable disturbance. Examples include:
 - a. Pets whose unruly behavior is disturbing to other individuals and/or causes personal injury or property damage.
 - b. Pets who make noise continuously and/or incessantly causing a disturbance to any person at any time of day or night.
 - c. Pets in common areas who are not under the complete physical control of their Owner and on a hand-held leash of no more than six feet in length or in a pet carrier.
 - d. Pets who relieve themselves on walls or floors of common areas.
 - e. Pets who exhibit aggressive or other dangerous or potentially dangerous behavior.
 - f. Pets who are conspicuously unclean or parasite infested.

Allowing a pet to become a nuisance and/or create unreasonable disturbance may result in a \$100 fine.

- 6. Owners are responsible for any damage caused by their pets. Any damage caused by cleaning chemicals or other such materials used in an attempt to remedy said damage is also the full responsibility of the pet owner.
- 7. All damage to property or injury to anyone by an animal kept or brought onto the premises will be the direct burden of the Owner of the animal and each Owner hereby indemnifies and agrees to defend the Association for any damages or injuries so caused.
- 8. Owners shall be responsible for the health and welfare of their pets. All vaccinations including but not limited to rabies shots shall be current at all times.
- 9. Failure to adhere to the established pet policies may result in the Owner not being allowed to bring pets onto the property in addition to all established fines.

The following parking policies have been adopted by the Sea Winds Board of Directors:

1. Parking

Passenger vehicles (cars, pick-up trucks, SUVs) may be parked in the paved parking areas around and under the building on the building side of the street or in the overflow parking lot located directly across the street.

All other vehicles, such as motorcycles and golf carts, must be parked in the overflow parking lot located directly across the street at all times. Electrical outlets at Sea Winds are not to be used for any vehicle, including golf cart battery charging.

In order to comply with North Myrtle Beach ordinances, all recreational equipment (such as campers, motorhomes, boats, boat trailers, motor homes, pickup campers, tent trailers, cases or boxes used for transporting recreational equipment, etc.) is not allowed to be parked in any parking and/or common area on the Sea Winds property. This includes trailers of all types. An exception may be allowed on a case-by-case basis in the overflow parking area for a time period not to exceed twenty-four (24) hours during loading and unloading.

2. Vehicle Washing

Vehicle washing of any kind is not allowed in all parking areas and other common areas on the Sea Winds property.

3. Speed Limit

A 10 mph speed limit must be observed in all parking areas.

4. Parking Permits

All vehicles must display an approved Sea Winds parking permit at all times. Permits must be displayed in a clearly visible location on the windshield or dashboard area of the vehicle at all times. Approved permits are as follows:

(a) Sea Winds Owner Decal - For use by **deeded homeowners only**. Decals must be affixed to the windshield in the lower driver or passenger side corner of the windshield.

Requests for an Owner Decal can be submitted via e-form found at

www.seawindshoa.com/requests.

(b) Sea Winds Parking Placard - For use by homeowners, guests, and renters.

All permits are issued by the Association to deeded homeowners upon request. Failure to clearly display approved permits as described above may result in towing at the expense of the vehicle Owner.

5. Specially Designated Parking Spaces

Specially designated parking spaces have been established by the Sea Winds Board of Directors to benefit and support the needs of all homeowners.

When using these special parking spaces, **all owners must exercise common courtesy** to their fellow homeowners in order to be fair and to give everyone an opportunity to benefit from the conveniences they provide.

Specially designated parking spaces are for use only by authorized individuals as indicated below:

- (a) **Handicapped Spaces** - For use by any individual with official State issued handicapped placards and/or license plates.
- (b) **Named Spaces** - For use by full-time resident homeowner(s). Owner(s) with a named space are not allowed to park other vehicles in general Owner Spaces.

As of May 13, 2016, no additional Named Spaces will be assigned to individuals. As currently assigned Named Spaces are released, they will be converted to Owner Spaces shared by all **deeded** homeowners.

- (c) **Owner Spaces** - For use only by **deeded** Sea Winds homeowners, who do not have a named parking space, while staying onsite at Sea Winds. Deeded owners parking in these spaces **must** have a properly displayed Sea Winds Owner Decal. Sea Winds Parking Placards and outdated owner decals are not acceptable for parking in these spaces. Special owner spaces are **not** intended for long term parking. Special owner spaces are **not** to be used by family members, friends, and guests of a deeded homeowner.

Unit owners may use only one specially designated parking space at a time (use of multiple specially designated spaces is not allowed). Any unauthorized parking in specially designated parking spaces may result in towing at the expense of the Owner and/or loss of special parking privileges.

Due to the very limited space at Sea Winds for parking purposes, and to be fair to all homeowners, the need and justification for specially designated parking spaces will be periodically reviewed. In addition, the number of specially designated parking spaces may be limited by the Board.

6. **Violations**

Any violation of the Parking Policies may result in receiving a parking violation notice. If the parking violation is not promptly corrected, the vehicle may be towed at the Owner's expense. Parking violation notices are not required before vehicle towing based on the circumstances of the violation. Deliberate parking violations and parking by individuals not staying at Sea Winds may result in immediate towing at the Owner's expense.

Failure to display an approved Sea Winds parking permit at all times and/or unauthorized parking in specially designated parking spaces may result in immediate towing at the Owner's expense.

The Sea Winds activity room is located on the first floor at the top of the steps from the pool area. The following policies related to the use of the activity room have been adopted by the Sea Winds Board of Directors:

1. General Use

The activity room is available for use on a reservation basis by Sea Winds homeowners only (not for use by renters). Please contact the onsite building manager to reserve the activity room and to make arrangements to gain access.

2. Tables and Chairs

A limited number of folding tables and chairs are available for use within the activity room. Removal of tables and chairs from the activity room is not allowed.

3. Cleaning

Homeowners are responsible for cleaning the activity room after their use. Failure to properly clean the activity room will result in a \$100 cleaning fee charged to the individual homeowner account.

4. Damages

Homeowners are responsible for any damages that occur during their use. The total cost resulting from any damages will be charged to the individual homeowner account.

5. Room Locking

Please contact the onsite building manager after you are finished using the activity room so it can be locked.

6. Hours of Availability

The ground level and first floor doors to the pool area are locked by security after hours. Because of this, the activity room is available for use during the same hours the pool is available.

General Condo Maintenance, Remodeling, and Renovation Rules

As required by the Master Deed for Sea Winds, every Owner must promptly perform all maintenance and repair work within his dwelling which, if omitted, would affect the condominium. In support of this requirement, the Board of Directors at Sea Winds has adopted the following guidelines related to homeowner maintenance and repairs.

1. In general, all maintenance and repairs performed by the homeowner shall be done in a manner to maintain the overall existing cosmetic appearance of the building. All maintenance, remodeling, and renovation work shall comply with all terms of the Sea Winds Master Deed.
2. There shall be no excessively loud construction/remodeling noise outside the hours of 9:00 A.M. through 5:00 P.M., Monday through Saturday, and 12:00 P.M through 5:00 P.M., Sunday.
3. All maintenance, repair, remodeling, and renovation expenses are the responsibility of the individual unit Owner.
4. For all remodeling and renovation projects that require a permit, the Homeowner shall submit project proposals and copies of required permits to the Association for review and approval prior to starting any remodeling or renovation work. The Homeowner is responsible for ensuring proper permits are acquired from the City of North Myrtle Beach.

The Board of Directors will not approve proposals from Contractors who are not properly licensed and insured.

Requests for remodeling and renovation project approval can be submitted to the Association via e-form located at www.seawindshoa.com/requests.

5. It is the Homeowner's responsibility to ensure that their Contractors follow all established rules at Sea Winds.
6. Homeowners and Contractors shall dispose of all trash and construction debris properly. Trash and construction debris SHALL NOT be put in the trash chute or dumpsters onsite at Sea Winds.
7. Homeowners and Contractors shall clean tools and buckets/pans properly. Allowing inappropriate materials (such as tile mortar and sand) to be flushed down drains shall be strictly avoided at all times.
8. All maintenance performed by the Homeowner must ensure uniformity from an exterior view. To support this requirement, all window and sliding glass door treatments (drapes, blinds, etc.) must have a white or neutral colored backing. No tinted glass will be allowed.
9. Flexible braided stainless steel water supply hoses shall be used in all units for supplying water to items such as washing machines and toilets. Failure to use flexible braided

stainless steel water supply hoses may result in the Owner incurring flood damage repair expenses for condo units below due to water supply hose failure.

Unforeseen Events/Emergency Maintenance Issues

It is extremely important for Homeowners to ensure proper maintenance within their individual condo unit. While Homeowners may feel they are properly maintaining their unit, there are times when unforeseen events happen, such as clogged drains, drain backups, water leaks and overflows, etc.

The Association regularly schedules preventive maintenance items such as cleaning the main sewer and condensation drains for each stack. It is the Homeowners responsibility to ensure drains leading from their unit to the main drains are clear. The Association will resolve any issues related to backups within main drains and the Homeowner shall resolve any issues related to backups within drains leading from their unit to the main drains.

When water leaks, overflows, and backups occur, units below may also be impacted. When an emergency issue is reported, the Association will react as appropriate to resolve the problem so no further damage occurs.

Each unit owner is responsible for water extraction, cleanup, and repairs within their individual unit that may result from water leaks, backups, and overflows. If they feel it is necessary, it is the Homeowners responsibility to seek reimbursement for costs related to water extraction, cleanup, and repairs through their individual insurance company and/or from another Homeowner if they feel there is negligence involved.

Keeping Areas Clean

Homeowners and/or Contractors performing maintenance, repairs, remodeling, and renovation work must promptly clean up any trash and debris from the parking lot, walkways, elevators, and lobby area. Failure to clean up trash and debris at any time after an initial notification will result in the Homeowner being charged a \$100 cleaning fee for each day the Property Manager has to clean up after the Homeowner and/or Contractor.

Transporting Tools, Materials, Furniture, Appliances, etc.

1. It is the responsibility of the Homeowner or the rental agency to advise Contractors that they have to supply their own equipment to transport construction materials to the unit.
2. In order to keep them as clean as possible and in good condition, luggage and shopping carts are not to be used by Homeowners or Contractors for transporting construction materials and equipment while remodeling a unit.
3. Unit Owners buying furniture and appliances are responsible for notifying the delivery people that they must supply their own equipment to transport these items in and/or out of the building.

Balcony Surfaces

Full balcony carpeting is **not recommended** as it holds moisture and creates problems down the road. Instead of full carpeting, throw rugs and runners are better choices.

Please keep in mind the following guidelines related to the balcony surface traffic system:

1. Any carpeting put on balconies **cannot be glued to the new traffic system** or the warranty will be voided.
2. Please ensure that all deck furniture **has plastic or rubber footers on the ends to prevent damage** to the traffic system and membrane. Any gouges, tears, and damage to the balcony surface coating caused by metal furniture or furniture without proper footers will also void the warranty.
3. Any damages to the balcony traffic system and surface membrane caused by improper use such as carpeting, carpet gluing, unprotected furniture, metal furniture, carelessness, etc. will be repaired by the Association and repair expenses will be the responsibility of the homeowner.

Sliding Glass Doors

Maintenance and repair (including replacement) of exterior sliding glass doors and door components is the responsibility of each individual homeowner. This includes replacing glass as needed, maintaining/replacing sliding door rollers, and/or the entire sliding door unit and frame. Homeowners must conform to the following guidelines when performing sliding glass door maintenance, repair, and/or replacement:

1. When replacing glass only, the new glass must match the same style and appearance as the existing clear glass (for example, no mirrored effects, dark tinting, etc.)
2. Sliding door screens shall be maintained by the homeowner. Screens that are damaged, torn, etc. shall be promptly repaired or permanently removed by the homeowner.
3. Sliding glass doors must be replaced with doors of the same style and appearance:
 - a. Clear, insulated impact glass panels; No grids.
 - b. Main balcony doors, approximately 144" x 95 ¼", must contain 4 equal panels.
 - c. Side balcony doors, approximately 108" x 95 ¼", must contain 3 equal panels.
 - d. Color of all door frames must be dark bronze.
4. Sliding glass doors shall be replaced with doors that meet all current codes and standards, including but not limited to current hurricane impact codes and standards.
5. All sliding glass door replacements must include an acceptable installation proposal, including:
 - a. All necessary framing
 - b. Appropriate sealing and finishing
 - c. Repair of any water damage found and sheet rocking

6. Sliding glass door replacement proposals shall be submitted to the Association for review and approval prior to starting any door replacement and associated work. The Board of Directors will not approve proposals from Contractors who are not properly licensed and insured.

Requests for sliding glass door replacement approval can be submitted to the Association via e-form located at www.seawindshoa.com/requests.

7. The Homeowner is responsible for ensuring the proper permits are acquired from the City of North Myrtle Beach prior to starting any work. The Homeowner shall provide the Association with a copy of the permit prior to starting any work.
8. All work shall be inspected by the Association upon completion to confirm, to the best of the Manager's ability, that the work was performed in accordance with specifications, requirements, and agreements as proposed.

Main Entrance Door and One-Stack Storage Closet Door

Maintenance and repair (including replacement) of the exterior main entrance door and door components of each unit is the responsibility of the individual homeowner. Homeowners must conform to the following guidelines when performing main entrance door maintenance, repair, and/or replacement:

1. Main entrance doors must be replaced with doors of the same type, construction, style and appearance.
2. Color of door and frame shall be white (using paint and color specifications provided by the Association).
3. The Association will paint the main entrance door of each unit every two years. Painting required in excess of regular Association painting in order to maintain an acceptable appearance shall be the responsibility of the homeowner. Upon request, the Association will supply the necessary paint for painting the main entrance door at no charge. Homeowners who choose to purchase their own paint must contact the Association for paint and color specifications.
4. If the door has deteriorated to a state that it needs to be repaired or repainted, the Association will notify the Owner of the situation by mail and require it to be remedied within 30 days of the notice. If the door is not repaired or repainted within the 30-day period, the Association will repair and/or repaint it for \$100 plus the cost of any materials and hardware that needs to be replaced.
5. All door replacements must include an acceptable installation proposal, including:
 - a. All necessary framing
 - b. Appropriate sealing and finishing
 - c. Repair of any water damage found and sheet rocking

6. Door replacement proposals shall be submitted to the Association for review and approval prior to starting any door replacement and associated work.

Requests for door replacement approval can be submitted to the Association via e-form located at www.seawindshoa.com/requests.

7. All work shall be inspected by the Association upon completion to confirm, to the best of the Manager's ability, that the work was performed in accordance with specifications, requirements, and agreements as proposed.

Windows

Replacement of exterior windows and window components is the responsibility of each individual homeowner. This includes replacing glass as needed and/or the entire window unit and frame. Homeowners must conform to the following guidelines when performing window maintenance, repair, and/or replacement:

1. When replacing glass only, the new glass must match the same style and appearance as the existing clear glass (for example, no mirrored effects, dark tinting, etc.)
2. Window screens shall be maintained by the homeowner. Screens that are damaged, torn, etc. shall be promptly repaired or permanently removed by the homeowner.
3. Windows must be replaced with windows of the same style and appearance:
 - a. Clear, insulated impact glass panels; No grids.
 - b. Replacement windows must contain the same number of panels as the existing window.
 - c. Replacement windows must operate (i.e. open and close) the same as the existing window.
 - d. Color of all window frames must be dark bronze.
4. Windows shall be replaced with windows that meet all current codes and standards, including but not limited to current hurricane impact codes and standards.
5. All window replacements must include an acceptable installation proposal, including:
 - a. All necessary framing
 - b. Appropriate sealing and finishing
 - c. Repair of any water damage found and sheet rocking
6. Window replacement proposals shall be submitted to the Association for review and approval prior to starting any window replacement and associated work. The Board of Directors will not approve proposals from Contractors who are not properly licensed and insured.

Requests for window replacement approval can be submitted to the Association via e-form located at www.seawindshoa.com/requests.

7. The Homeowner is responsible for ensuring the proper permits are acquired from the City of North Myrtle Beach prior to starting any work. The Homeowner shall provide the Association with a copy of the permit prior to starting any work.
8. All work shall be inspected by the Association upon completion to confirm, to the best of the Manager's ability, that the work was performed in accordance with specifications, requirements, and agreements as proposed.

The following procedures and policies for the collection of assessments, late charges, fines, and other fees of the Association have been adopted by the Sea Winds Board of Directors:

1. Due Dates

The annual assessment as determined by the Board of Directors and as allowed for in the Declaration, Articles of Incorporation, and Bylaws shall be due and payable in 4 quarterly installments as follows:

- (a) First Quarter: Due January 1
- (b) Second Quarter: Due April 1
- (c) Third Quarter: Due July 1
- (d) Fourth Quarter: Due October 1

Other charges, such as fines and interest, shall be due and payable on a monthly basis as incurred.

2. Invoices

Invoices may be mailed to individual Owners for making quarterly assessment payments and when other charges and fines are applied to an individual Owner account. Non-receipt of an invoice by the Owner shall in no way relieve the Owner of the obligation to pay the amount due by the due date. Multiple payment methods may be made available by the Association.

3. Late Charges

An Owners account shall be considered past due and delinquent if not paid by the due date. If payment is not received within 20 days after the due date, interest (14% annual, accrued daily) shall be applied to the unpaid balance from the day after the due date and a Late Notice will be mailed to the Owner. The total balance, including interest, is due and payable within 10 days of the date of the Late Notice. Interest shall continue to accrue until the account is no longer delinquent. Interest charges shall be a "common expense" for each Owner who fails to timely pay their quarterly installment of the annual assessment or any other charges imposed. Interest charges shall be the personal obligation of the Owner(s) of the unit for which such assessment or installment is unpaid. All past due balances and associated interest charges shall be due and payable immediately.

4. Returned Check Charge

In addition to any and all charges imposed to an Owners account, a twenty-five dollar (\$25.00) returned check charge shall be assessed in the event any check or other instrument attributable to or payable for the benefit of such Owner is not honored by the bank or is returned by the bank for any reason whatsoever, including but not limited to insufficient funds. This returned check charge shall be a "common expense" for each Owner who tenders payment by a check or other instrument that is not honored by the bank upon which it is drawn. Such returned check charges shall be due and payable immediately, upon demand. Notwithstanding this provision, the Association shall be entitled to all additional remedies as may be provided by applicable law. Returned check charges shall be the obligation of the Owner(s) of the unit for which payment was tendered to the Association. If two or more checks for the same unit are returned by the bank within any (fiscal) year, the

Board of Directors may require that all of the Owner's future payments, for a period of one year, be made by certified check or money order.

5. Attorney's Fees

On behalf of the Association, the Board of Directors shall be entitled to recover attorney's fees and collection costs incurred in the collection of assessments and/or other charges due the Association from a delinquent Owner. The attorney's fees and collection costs incurred by the Association shall be due and payable immediately, upon demand.

6. Application of Payments

Payments received from an Owner will be credited in the following order of priority:

- (a) Charges for legal fees, court costs, and other costs of collection.
- (b) Late charges or interest accrued, as applicable.
- (c) Other fines and charges incurred by the Owner as a result of any violation of the Declaration, Articles of Incorporation, Bylaws, Policies, Rules, Regulations, and/or Resolutions by an Owner, his/her family, guests, renters, agents, or licensees,
- (d) The quarterly assessment for a unit, including any special assessment due, as applicable. Payments shall be applied toward the oldest quarterly assessment then owed.

7. Collection Letters

The Board of Directors may send a "Late Notice" to an Owner who is delinquent in the payment of any assessment or other charges due on their account. In addition, the Board of Directors may, but shall not be required to, send a "Notice to Terminate TV and Internet Service" to the Owner in such cases of delinquency.

8. Use of Certified Mail/Regular Mail

In the event the Board of Directors sends a collection or demand letter or notice to a delinquent Owner by regular mail, the Board of Directors may, but shall not be required to, send an additional copy of that letter or notice by certified mail.

9. Liens

On behalf of the Association, the Board of Directors may file a Notice of Lien against the property of any delinquent Owner in accordance with the terms and provisions of the Declaration, Articles of Incorporation, and Bylaws.

10. Termination of TV and Internet Service

The Board of Directors may terminate TV and internet service of delinquent Owners. Upon referral to Management, Management shall take all appropriate actions to terminate TV and internet service.

11. Referral of Delinquent Accounts to Attorneys

The Board of Directors may refer delinquent accounts to its attorneys for collection. Upon referral, the attorneys shall take all appropriate actions to collect the accounts referred.

12. Referral of Delinquent Accounts to Collection Agencies

The Board of Directors may refer delinquent accounts to one or more collection agencies for collection. Upon referral, the agency shall take all appropriate actions to collect the accounts referred.

13. Collection Procedures and Time Frame

The following time frame and associated actions shall be used in the collection of quarterly installments of the annual assessment, other assessments imposed, and all other charges and fines unless a waiver is granted by the Board of Directors according to article 14.

Time Period	Actions Taken
1 st day of quarter:	<ul style="list-style-type: none"> • Due date (date payment is due)
20 days after due date:	<ul style="list-style-type: none"> • Late Notice is sent to Owner • Interest is applied to balance from the day after the due date (14% annual, accrued daily) • Balance, including interest, is due and payable within 10 days
30 days after due date:	<ul style="list-style-type: none"> • TV and internet service terminated • Interest continues to accrue
45 days after due date:	<ul style="list-style-type: none"> • Notice of Referral to Attorney is sent to Owner, copy sent to Mortgage Lender • Account is referred to Attorney for legal action and collection • Attorney sends demand letter to Owner for payment • Interest continues to accrue
60 days after due date:	<ul style="list-style-type: none"> • Attorney files lien and begins foreclosure process • Copy of foreclosure is mailed to Owner and Mortgage Lender
Charged to Delinquent Account as Incurred:	<ul style="list-style-type: none"> • Attorney fees and collection costs • TV and Internet disconnect/re-connect fees

The Attorney is to consult with the Board of Directors at all times to determine if payment has been arranged or which collection procedures are appropriate.

14. Waivers

The Board of Directors may grant a waiver of any provision herein upon petition in writing by an Owner showing a personal hardship. Such relief granted an Owner shall be appropriately documented in the files describing the relief and the conditions of the relief approved by the Board of Directors. In addition, the Board of Directors is hereby authorized to extend the time for accelerations, the filing of lawsuits, liens, and foreclosures, or to otherwise modify the procedures contained herein, as the Board of Directors shall determine appropriate under the circumstances.

15. Notification

The Board of Directors should notify all Owners of any changes to these policies, procedures, and associated assessments, late charges, fines, and other fees. The Board of

Directors shall notify an Owner when an incident has been reported that requires a fine to be imposed. Returned check and late charges will be imposed without advance notification.

16. Hearings

An Owner may request a hearing before the Board of Directors to dispute a reported incident where a fine is to be imposed. The Owner must request a hearing, in writing, within 10 business days after the date of the notice from the Board of Directors to the Owner. Hearings will be scheduled for the next regularly scheduled meeting of the Board of Directors after the date a request for hearing is received.

17. Ongoing Evaluation

Nothing in these policies and procedures shall require the Board of Directors to take specific actions other than to notify homeowners of the adoption of these policies and procedures. The Board of Directors has the option and right to continue to evaluate each delinquency on a case by case basis.

18. Schedule of Fees, Fines, and other Charges

The following schedule of fees, fines, and other charges of the Association has been adopted by the Board of Directors of Sea Winds:

- | | |
|---|---|
| (a) Returned Check Charge | \$25.00 |
| (b) Non-owner Pet Violation Fine | \$100.00 (per pet, assessed daily until pet removed) |
| (c) Unregistered Pet Fine | \$100.00 first offense
\$300.00 second offense
\$500.00 third and additional offenses |
| (d) Failure to Follow Pet Policies | \$100.00 |
| (e) Failure to Clean Activity Room | \$100.00 cleaning fee |
| (f) Failure to Clean Construction Debris | \$100.00 cleaning fee, each day cleaning is required |
| (g) Failure to Comply with Association Rules After Non-Compliance With Written Warning Notice Regarding Association Rules | \$100.00 first offense
\$300.00 second offense
\$500.00 third and additional offenses |
| (h) Building Access Fobs | \$10.00 each additional fob plus postage
\$5.00 for each fob transferred/reactivated |

The Master Deed and Bylaws adopted by the Sea Winds Owner's Association can be found on the Sea Winds Owner's Association website in the documents section.

The Sea Winds Owner's Association website can be found at www.seawindshoa.com.