

GENTLE WINDS RULES & REGULATIONS

(As provided for in the Bylaws for Gentle Winds Condominium Association, Inc.;
Article II, Section 2(e), and as amended by the board August 2021.)

GENERAL

1. The Gentle Winds Condominium Association ("Association"), acting through its Board of Directors ("BOD"), has adopted the following rules and regulations ("Regulations").
2. Wherever in these Regulations reference is made to the "unit owners", such term shall apply to the owner of any unit, to his family, tenants (whether or not in residence), employees, agents, visitors, and to any guests, invitees, or licensees of such unit owner, his family or tenant of such unit owner. Wherever in these Regulations reference is made to the "Association", such reference shall include the Association, the BOD, and the manager when the manager is acting on behalf of the Association.
3. The unit owners shall comply with all the Regulations hereinafter set forth governing the buildings, balconies and patios, roads, recreational areas, grounds, parking areas and common areas of the condominium. Unit owners will be responsible for the adherence to these rules by all their guests and renters, and responsible for any subsequent fines.
*All Gentle Winds owners must let the management office personnel know when there is a rental in the unit, to include who the renters are, dates of the rental period, and number of guests.
*All unit owners and their agents are responsible for sharing with tenants the Gentle Winds Rules & Regulations and are responsible for their tenants' actions.
*If a unit has a renter/tenant, the unit owner or designated agent (manager) is always first point of contact in case of an emergency, it is not the management office's responsibility to communicate with a tenant.
4. A fine of \$25 may be levied for each violation of the Regulations (except "Lockout Fee" and "Smoke Alarm Fee" which are \$75; see below, items 26 & 39); however, for each day a violation continues after notice is given, it shall be considered a separate violation. Such fines will be collected as if they were common charges owed by the unit owner(s).
5. The BOD may from time to time, and with adherence to Bylaws language, adopt, modify, amend and/or add to Regulations concerning the use of units and of the common elements (defined as the envelope, anything outside the four walls of a unit), except that a majority of the unit owners present and voting at the owners meeting, at which a quorum is present may overrule the BOD. Copies of such modified, amended or additional Regulations shall be furnished by the BOD to each unit owner not less than thirty (30) days prior to the effective date thereof. Any such additions, deletions, modifications or amendments shall not take effect until communicated to all owners. The updated Rules & Regulations document will be shared annually with owners at the annual meeting.
6. These Regulations are supplementary to and not in lieu of provisions governing the Association which are set forth in the Declaration and By-laws of the condominium. To the extent there is any inconsistency between any of the foregoing, the following shall prevail in the order noted: The Declaration, the By-laws, and Regulations.

GENERAL MANAGER

1. The general manager, where appropriate and in concert with the Liaisons to the Board of Directors, is responsible for enforcement of Rules and Regulations. After appropriate notification, if a unit owner is in continued violation of the Rules, the general manager will inform the Liaison to the board for further action.
2. The general manager, with the cooperation of unit owners and rental managers, shall make a reasonable effort to advise renters and resident guests if they are in violation of a rule or regulation. The general manager will place copies of the Regulations in the office and the mailroom, and upon request, will give owners additional copies for their guests and renters. Owners are responsible for getting the Regulations to their resident guests and renters. Owners should leave the document in a visible place in their units, as enforcement of rules is ultimately the unit owner's responsibility.

UNITS AND COMMON ELEMENTS

1. No part of the condominium shall be used for any purpose except housing and the common purposes for which the condominium was designed.
2. Common elements (defined as the envelope, anything outside the four walls of a unit) are for the exclusive use of unit owners and renters. If guests who are not staying at Gentle Winds are anywhere on the Gentle Winds property, the resident host must accompany those "off-property" guests at all times. Said host is solely responsible for injury to his guests, or to damage to the Association's property. An owner resident host may have a maximum of 8 guests per a unit at any one time in the common elements.
3. Athletic events must be confined to areas designated for such purposes, i.e. tennis, basketball, volleyball, etc.
4. The units may be rented by owner on a weekly, partial week, monthly or annual basis.
5. There shall be no obstruction of the common elements. Nothing shall be stored in the common elements without the prior consent of the BOD except as herein or in the By-laws expressly provided.
6. Nothing shall be done or kept in any unit or in the common elements that will increase the rate of insurance for any of the buildings or contents thereof applicable for residential use without the prior written consent of the BOD. No unit owner shall permit anything to be done or kept in his/her unit or in the common elements which will result in the cancellation of insurance on any of the buildings or contents thereof or which would be in violation of any public law, ordinance or regulation.
7. No industry, business, trade, occupation or profession of any kind whether commercial, religious, educational, or otherwise, and whether for profit or not, shall be conducted, maintained, or permitted on any part of the property except as designated by the BOD. No "For Sale", "For Rent" or "For Lease" signs or other displays or advertising shall be permitted on any part of the property or in any unit. No unit may be used or rented for transient, hotel or motel purposes.
8. No unit owner shall permit anything to be kept or done in his unit, or in the common elements that would be violation of any applicable law.

9. No depositing of any type of waste or trash shall be committed in the common elements.
10. Nothing shall be done in, on, or to any of the common elements or in, on, or to any unit, which impairs the structural integrity of any building, or changes the structure or appearance of any building, or restricts access to any building.
11. There shall be no decoration of the common elements without prior written consent of the BOD and nothing shall be altered, or constructed in, or removed from the common elements except with prior written approval of the BOD.
12. Owners may plant decorative foundation plants outside their individual units only with prior written approval of the general manager. All such plantings become property of the Association.
13. Except in recreational or storage areas designated as such by the BOD, there shall be no playing, lounging or parking of baby carriages, playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the common elements except that the terraces and balconies within the units may be used for their intended uses.
14. Storage by unit owners, or residents, or guests in areas so designated by the BOD shall be at the risk of the unit owners
15. For security reasons, the names and length of stay of all renters and guest residents must be on file in the office of the general manager.
16. Each unit owner shall maintain their unit in a state of good repair and cleanliness in accordance with the By-laws of the Association, and these Regulations.
17. Each unit owner is required to install in their unit at least one working smoke detector/alarm and keep it in working order (replacing batteries when necessary and dusting off the sensor). In the event a smoke alarm sounds due to malfunction, old batteries or dirt on the sensor and the manager must enter unit to replace battery, disable it or clean it, a charge of \$75 per visit shall be added to the unit owner's common charges.
18. No noxious or offensive activity shall be carried on in any unit, or in the common elements, nor shall anything be done therein, either willfully, or negligently, which may be or become an annoyance to other owners, renters, or guests.
19. It is prohibited to cause or permit anything to be hung or displayed on the outside walls, doors, windows, balconies or terraces of any unit, except with permission of the BOD.
20. No clothing, sheets, blankets, towels, laundry, or any kind of other articles shall be hung out of a unit, or exposed on any part of the common elements.
21. No terrace or balcony shall be decorated, enclosed or covered by any structure, awning, canopy or otherwise, except with written consent of the BOD.
22. All window treatments showing to the outside (drapes, blinds, shutters) showing to the outside should have an appearance of white or off-white. Any colored drapes must be lined with a white or off-white lining to prevent colors from showing to the outside.

23. The common elements shall be kept free and clear of rubbish, debris, and other unsightly materials.
24. It is prohibited to sweep, shake or hang mops or rugs, or throw debris or waste from the doors, windows, balconies, or terraces.
25. No garbage, waste, or containers of garbage or waste shall be placed in the common elements, except in areas so designated by the general manager or the BOD.
26. All radio, television, or other electrical equipment of any kind or nature installed or used in any unit or in the common elements shall fully comply with all rules, regulations, requirements, and recommendations of the applicable public authority and/or Board of Fire Underwriters. The unit owners alone shall be liable for any damage or injury caused by any such equipment.
27. No radio, television, satellite dish, or antenna of any kind shall be affixed to or placed upon any part of any window, door, or roof, or exposed to the common elements without prior written approval of the BOD.
28. No unit owner, renter, guest, nor any of his agents, employees, contractors, licensees or visitors shall at any time, bring into or keep in his unit any flammable, combustible or explosive fluid, material, chemical, or substance.
29. If a unit owner or resident should entrust any key or keys to a family member, agent, employee, licensee, visitor or to any employee of Gentle Winds Condominium Association, Inc., whether such key or keys are for a unit, an automobile, baggage or other personal possession, such key transfer shall be at the sole risk of the owner or person making the key transfer. The Association and manager shall not be liable in any manner whatsoever for any injury, loss or damage of any nature whatsoever resulting from such key transfer or connected therewith.
30. In the event that a tenant, guest or owner is locked out of a unit and the time of the lockout is after normal office hours (before 7:00 a.m. or after 4:00 p.m., Monday through Friday), a \$75.00 charge per lockout will be added to that unit owner's account.
31. No interior or exterior balcony grilling allowed, and outside grilling locations must be in accordance with management's judgment.
32. Outside grilling shall not interfere with other owners' enjoyment of their units. Grills must be cleaned and stored neatly and safely.
*All dining should be done inside the resident's unit or patio or at the designated common area.

PETS AND OTHER ANIMALS

1. Pets shall not be permitted on the seaside of any building (includes but is not limited to all grassy areas, shrubbery, walkways, beach, office area, pool area, beach shack, restaurant and bar).
2. Pets may be walked only on the grassy areas in the land-side common areas (except between buildings D and E).
3. All pets must be on a leash and supervised when outside; pet walkers must pick up animal waste.

4. No animals or reptiles of any kind shall be raised, bred or kept in any unit or in the common elements, except that one dog or cat may be kept by unit owners and, if the owner so chooses their long-term (4 weeks or more) guests and renters. All guests/renters must be apprised by the unit owner of Regulations regarding pets.
5. Owners who have two pets (cat or dog) residing in a unit prior to the date these regulations go into effect shall seek approval from the BOD to maintain these two pets in their per unit. Effective the date of these regulations, the one pet per unit will be strictly enforced.
6. Any such permitted pet causing or creating a nuisance, disturbance or noise which, in the opinion of the BOD, violates any Regulations, shall be permanently removed from the Gentle Winds premises by the guest, renter or unit owner within three days of the owner's receipt of written notice to do so. Permission to keep a pet may be revoked.
7. Feral or stray animals shall not be fed on property.
8. No unit owner will be permitted to install any sort of dog/cat door in his/her unit.
9. The Association provides for monthly exterminator service in all units. Should a unit owner opt to not participate in this service, he or she must bear the cost of comparable extermination service, and provide the general manager with written proof of same.

PRIVATE PARTIES

The use of common elements for private parties must be approved in writing by the general manager at least 48 hours in advance, and is available only to owners. For security purposes, a list of party guests not residing at Gentle Winds shall be provided to the general manager at least 24 hours in advance. Owners and long-term renters may reserve the Patio, Bar and/or Great Room on a first come, first served basis. 15 people or more will constitute a private party. Private parties are restricted and shall not be announced or open to the public. From November 1st through April 30th (high season) parties will be restricted to one per weekend (Saturday, Sunday and 3-day holiday weekends). With prior approval of the general manager or BOD president, additional parties may be authorized. Fees for rental of these spaces and, if necessary, clean-up charges shall be set by the BOD. The party organizer is responsible for set-up and clean-up. Private parties and large gatherings are not permitted if such would restrict other owners and residents from the use and enjoyment of the pool or beach.

VEHICLES/PARKING

1. Parking areas shall be used for the sole purpose of parking automobiles, specifically excluding commercial vehicles, trailers, semi-trailers, campers and boats except by prior written permission of the general manager or the BOD.
2. Each unit shall be permitted a maximum of two (2) authorized vehicles, except with prior written permission of the general manager.
3. Washing of vehicles is confined to the areas designated for same: at the maintenance building or behind the office building.
4. All vehicles must have current license plates and be in operating condition. An owner may request, for good reason, a specific waiver by the general manager or the BOD from the license plate requirement, including an expiration date of said waiver.

5. All unit owners, renters, guests and visitors shall observe and abide by all parking and traffic regulations as posted by the Association, as well as these in the Regulations of the Association.
6. No junk or derelict vehicle shall be parked on any common element area at any time. Any motor vehicle, trailer or semi-trailer that cannot be operated in its existing condition due to malfunctioning or missing parts, damage or destruction, or that has a deteriorated body condition, shall be deemed to be junk or derelict, regardless of the display of valid license/registration or inspection. The owner or operator of the vehicle, the resident whom the vehicle owner or operator is visiting and the owner of the unit in which the host resides shall be jointly and severally liable for the costs of towing and storing the vehicle.
7. Any vehicle, the owner of which cannot be identified and/or located from Association office records or official logs, shall be deemed an abandoned vehicle.
8. Any vehicle parked on any common element area or space without permission is subject to being towed and stored off the property at the vehicle owners' expense and risk.
9. Prior to removal of any vehicle from the property by towing, the Association Office shall make a reasonable effort to identify and locate the owner or operator of the vehicle to notify personally such owner/operator that his/her vehicle is parked in violation and to request compliance with the Regulations terms. Said attempts to contact shall include emails and phone calls to (1)the unit telephone, (2)home phone (if applicable), and (3)place of employment using phone numbers listed on the Association records, and an actual visit to actual unit. A description of all efforts made is to be made a record of fact by the BOD.
10. Following notification (or attempt to notify) and the violation has not been corrected within ten (10) days, and the vehicle owner has not contacted the Association Office to discuss the situation and establish terms and time frame for resolution, the vehicle in violation may be removed from the property by a tow truck, at the expense and risk of the vehicle owner. If the vehicle is removed from the property, management shall notify the vehicle owner as soon as possible thereafter.
11. In the event of a vehicle which is parked in such a way so as to (1)impede the movement of emergency vehicles on any roadway or to obstruct the entrance or exit of pedestrian or garage doors of any building; (2) obstruct the free movement of another vehicle that is properly parked; (3) is illegally parked in an area reserved for handicap parking; (4) is parked in an area designated to be clear to facilitate maintenance work in which notices were issued and signs were posted; or (5) is parked on any grassy or landscaped area, the vehicle will be subject to immediate removal by towing at the expense and risk of the vehicle owner. Management will officially document this action in the daily logbook. In the event the vehicle owner inquires about the status of the vehicle, he or she will be informed of the occasion for the vehicle's removal and be provided recovery.

POOL, BEACH AND TENNIS COURTS

1. Pool and beach rules:
 - o Gentle Winds does not have a lifeguard on duty, therefore, use of the pool and/or beach is at each individual's own risk.

- Pets are not permitted in the pool area or on the beach.
 - Glassware is not permitted in the pool area or on the beach.
 - Children under twelve years of age must be accompanied by an adult in the pool area or on the beach.
 - Running is not permitted in the pool area.
 - Bicycles, roller skates, skateboards and similar items are not permitted in the pool area.
 - Flotation devices, other than individual support items are not permitted in the pool.
 - Diving is not permitted in the pool.
 - Lounges and beach chairs are not permitted in the pool or ocean at any time.
 - Beach and/or pool lounges, chairs and tiki huts may not be reserved or “held.” Unattended items are subject to removal by management.
 - No open fires are allowed at any time on the beach.
2. The tennis courts are for tennis only. Bicycles, roller skates and other non-tennis activities are prohibited.
 3. Reasonable time limits must be observed if others are playing or waiting, e.g. one hour from the time the waiting party arrives.
 4. Non-resident guests may play only if the resident host is present and remains during play. Court keys may not be issued or loaned to non-residents.
 5. Non-resident guests may use the pool, beach and tennis courts only if the resident host is present and remains the entire time the facility is being used by non-resident guests.

MISCELLANEOUS

1. Outside contractors or other workers are not permitted on the premises prior to 8:00am, nor later than 6:00pm, except in emergency situations.
2. No solicitation shall be permitted on the premises by owners, renters, employees, or by any outside organization.
3. In emergency situations, Gentle Winds employees may be available to lend assistance at a reasonable charge payable to GWCA, but only as authorized by the general manager. However, Gentle Winds employees are permitted to perform work or service of any kind for unit owners or renters on an independent basis, but such work must be done on the employees' days off or before or after their scheduled times to work for GWCA.
4. Shipping containers, dumpsters and pods can only be placed on Gentle Winds property in a location approved by the GWCA BOD for a time limit approved by the GWCA BOD.

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