

Pelican Cove Condominium Association
General Rules and Regulations – Amended July 26, 2010

The principal purpose of the rules and regulations is to encourage residents, whether owner, guest, or tenants, to help keep our Pelican Cove Condominiums a pleasant place in which to live.

The layout and design of our complex is such that we live closely together. What any one of us does often affects others, and perhaps even the entire Condominium Complex.

The most important thing that all of us can do to keep our piece of St. Croix beautiful, pleasant, safe and valuable, is to know and comply with all of the rules.

RESIDENTIAL USE – No unit shall be used for any purpose other than as and for a single family residence or dwelling.

CLOTHES DRYING – No outdoor clothes drying activity shall be permitted. Towels etc. hanging over balcony railings.

GARBAGE AND TRASH REMOVAL – It shall be the responsibility of each unit to properly dispose of garbage and trash in the provided receptacle. Receptacle is located behind the stockade fence on the left side of the driveway when exiting the property, just beyond the French building.

BARBECUES – Propane grills only allowed on decks and landings. Charcoal grills of any kind are not allowed on decks and landings. There is a community charcoal grill located at the pool cabana for residents to use.

EXTERIOR ANTENNAS – No exterior radio, television or any other electrical antennas or aerials or satellite dishes or other such devices shall be erected or maintained anywhere upon any unit or the Common Areas and Facilities.

ASSEMBLY OF MECHANICAL DEVICES – The pursuit of hobbies or other activities including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly or unkempt conditions shall not be pursued or undertaken on the property.

HOUSING OF ANIMALS – (a) No stable, poultry house or yard structure shall be constructed or allowed to remain on any unit or the common Areas and Facilities; and (b) no animal shall be kept in any unit or allowed to remain on or about the Common Areas and Facilities.

NOXIOUS OR OFFENSIVE ACTIVITIES – Noxious or offensive activities shall not be carried on upon any unit or the Common Areas and Facilities, nor shall any loud or boisterous activities be conducted which will interfere with the rights, comforts, or conveniences of other unit owners or tenants.

TEMPORARY STRUCTURES – No structure of a temporary character including, but not limited to, mobile homes or recreational vehicles shall be permitted on the Common Areas and Facilities, at any time either temporarily or permanently, at the instance of any unit owner.

PARKING – Vehicles shall be parked only in appropriate spaces or designated areas.

Handicapped parking spaces are required by the building codes and are under no circumstances to be used by residents who do not display a handicapped parking sign.

OCCUPANTS BEYOND – All provisions of the Declaration, Bylaws and of any rules and regulations, or use restrictions promulgated pursuant thereto which govern the conduct of owners and which provide for sanctions against owner, shall also apply to all occupants of any unit.

GUEST AND TENANTS – No unit may be occupied at any time by more than two (2) people per bedroom plus two (2) for the living room.

MUSIC AND NOISE – Unit occupants shall exercise extreme care to avoid making loud or objectionable noises, and in using, playing or permitting the use of any radio, phonograph, television, musical instrument, amplifiers or any other instrument or device in such a manner as may disturb or tend to disturb other unit occupants.

NUISANCE – No unit shall be used, in whole or in part, for the storage of any property or thing that will cause such unit to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance thing or material be kept upon any unit that will emit foul or obnoxious odors or disturb the peace, quiet, safety, comfort or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on upon any unit, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to any person using any property adjacent to the unit. There shall not be maintained any plants or animals or device or thing of dangerous unsightly unpleasant or of a nature as may diminish or destroy the enjoyment of Properties.

COMMON AREA USE – No unit owner or occupant shall use, or cause to be used, the Common Areas and Facilities in such a fashion or manner as might tend to cause disorderly or unsightly conditions upon or within the Commons Areas and Facilities or which shall adversely effect the use and enjoyment of such Common Areas and Facilities by any one or all of the other unit owners and/or Declarant.

REMEDIES FOR VIOLATION – In the event that a unit owner shall violate or refuse to obey any of the restrictions and conditions, the Board of Directors, its designated committee, or any of its authorized agents or employees may, in its sole discretion, after 14 days written notice to the unit owner in violation, enter upon the unit of the unit owner then in violation, or upon the Common Areas and Facilities, if appropriate, and perform such removal, restorations or repair as such Board of Directors, committee, and authorized agent or employee shall deem necessary. The unit owner in violation shall be personally liable for all cost incurred by the Board of Directors in the performance of such restoration or repair and the liability for such cost shall be enforceable by the Board of Directors by a any appropriate proceeding at law or in equity. Such liability shall also be a permanent charge and lien upon the unit of such unit owner, due and payable at the time and day any such costs are incurred. If any emergency condition in violation of this Declaration shall exist on any unit such that the Board of Directors deems it unwise or unsafe to provide 14 days written notice prior to curing such condition, the Board of Directors may cause entry upon the interior of the unit for the purposes stated in the section immediately after making reasonable efforts to notify the unit owner of such unit.

CAUSE FOR INCREASE/CANCELLATION OF INSURANCE – Nothing shall be done or kept in any Unit or in the Common Areas that will increase the rate if insurance of the Buildings or contents thereof without prior written consent of the Board. No unit owner or occupant shall permit anything to be done or kept in their Unit or in the Common Areas which result in cancellation of insurance on the Buildings or which would be in violation of any law.

REASONABLE ACCESS TO UNITS – The Association has the irrevocable right of access to each Unit, during reasonable hours, when necessary for the maintenance, repair, replacement or any common elements or any portion of a unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the common elements or to a unit or units, including the right to make inspection for the presence of any vermin, insects, or other pests that may cause damage to the common elements or to a unit or units and including the right to take such measures as may be necessary to control or exterminate such vermin, insects, or pests as necessary to prevent damage to the common elements or to a unit or units.

Unit owners or their agents must supply the Manager with the names and telephone numbers of their tenants regardless of the length of term of the stay in the Unit.

PUBLIC GALLERIES/BALCONIES – Only decorative pots containing ornamental plants, mats. Or benches may be placed on the public galleries.

Neither occupants nor their guests shall play in the entrances, walkways, or stairwells of the buildings.

All personal property must be stored within its respective unit. Nothing may be left, even temporarily, on the common elements of the buildings.

CONSTRUCTION WORK or repair work or other installation involving noise shall be conducted ONLY on weekdays between the hours of 8:00 AM and 5:00 PM (Not to include legal holidays or weekends) unless such construction or repair work is necessitated by an emergency.

Additionally, at the end of each Work day, all common areas utilized in any manner by contractors must be cleaned up and made safe. This is to insure the safety of the Owners, Tenants and their Guests and to prevent unsightly areas from interfering with the use and enjoyment of the property. Construction debris, supplies and materials not properly 'stowed' present hazards to our Owners, Tenants and their Guests. Cleaning up & making safe applies to Work that PCC self performs and Work performed by Owner's Contractors. Failure to clean-up common areas may result in fines and or backcharges for clean-up costs including but not limited to repainting and restoring common areas / vegetation to pre-construction condition. Contractor vehicles that transport tools, supplies, equipment, etc required for the Work may be permitted to temporarily park their vehicles during normal business hours on the grass near the construction location. Such permission must be obtained from the General Manager in advance. No Contractor construction activity will be allowed to be performed on a Sunday unless pre-approved by the General Manager.

Pelican Cove Condominium Smoking Rules

The Board of Directors of Pelican Cove Condominium Association (PCCA) has received complaints from residents concerning smoking on the balconies of the units. The balconies attached to each of the units as well as the stairways and hallway approaches to the units are common areas of the condominium and consequently their use should not interfere with the use and enjoyment of the condominium by other PCC Owners and residents.

At the present time the Board has voted to request that all Owners and their renters and guests refrain from smoking on the balconies, stairways and hallways. Any Owner who continues to smoke on any of those areas or permits or allows any renter or guest to do so after being requested to refrain from doing so by any other Owner or the general manager of the condominium will be fined in the amount of \$100.00 for each infraction of this rule.

The collection of all fines imposed will be made as permitted by the Declaration and By-Laws of the condominium.

Coincidentally, the VI Legislator has sent a bill to the Governor that would, if signed, ban smoking in public areas including most restaurants.

Thank you in advance for your cooperation.
By the Board of Directors, effective June 1, 2010.

Pending For Review

20 October 2010

Pelican Cove Condominium
Hours of Operation: 8:00 AM to 9:00 PM Daily

Facilities are for the sole use of Owners, Tenants and their accompanied guests.

Use of the facilities constitutes your agreement to comply with the following rules, the assumption of all risks relating thereto and your agreement to indemnify Pelican Cove Association against all liability in connection therewith.

Pool and Jacuzzi Rules

- No lifeguard on duty – swim at your own risk.
- An adult (18 years or over) shall accompany children under the age of 14 at all times.
- No food or glass containers are allowed in the Pool or Deck area.
- No broadcast music.
- No diapered children are allowed in the Pool or in the Jacuzzi.
- No dive equipment is permitted in the Pool or Jacuzzi.
- No bicycles, wheeled vehicles, or roller blades are allowed on the Pool Deck.
- No running, jumping or diving are allowed in the Pool or Jacuzzi areas.
- Please rinse feet off in the pan provided before entering the Pool or Jacuzzi.
- No children under the age of 12 allowed in the Jacuzzi.
- Do not alter the temperature controls in the Jacuzzi.
- Turn off the jets, replace cover and secure area when finished.
- Owners must accompany guests in the pool area at all times. Unaccompanied visitors and guests are not permitted to use the pool.
- **NO SMOKING**

Cabana Rules

- Reservations for the Cabana must be made with the Manager with a minimum of 24 Hours advanced notice, accompanied by a \$250.00 refundable deposit from owners and a \$500.00 refundable deposit from tenants or non owners.
- A signed copy of the Owner Authorization for the Tenant Usage of the Facilities must be on file in the Association office prior to any function.
- It shall be understood that this property is for Private Residency and by no means should anyone impose on other Owners, their guests, or their tenants. (Please refer to the Rules and Regulations in the Declaration of Condominiums regarding Music and Noise)
- No glass containers are allowed in this area.
- No more than 30 guests are permitted.
- The area is to be cleaned up at the end of any function and trash is to be removed from the receptacle and taken to the dumpster.
- All surfaces are to be wiped down and tables and chairs placed in their original positions.
- Music – radios are allowed if they are played at a reasonable level so as not to disturb other owners, guest, or tenants.
- Children are not allowed to roam freely throughout the landscaped beds. Please be sure they understand this rule.
- A party for six or more children under the age of 15 requires that any owner, guest, or tenant to hire a certified life guard to be present.
- No party shall be allowed to continue after 9:00 PM – which includes clean up time.
- Failure to comply with these rules may result in the loss of your deposit.

Remodeling Policies and Procedures

It is the position of the Board of Directors at Pelican Cove Condominium Association, Inc. that remodeling of units by the owners is to be encouraged. The Board recognizes that upgrading of the individual units enhances the value of the entire property at PCC and the Board sets the following policies and procedures with that in mind.

The purpose of this policy is to protect the safety and comfort of all residents and to preserve the building and those elements and systems which are community owned rather than private property. Within these limitations, it is the intention to facilitate to the greatest extent possible the handling of remodeling requests and to direct such requests towards approval or disapproval in as short a time as is consistent with thorough and efficient handling.

In considering this policy, the Board is required to consider the rights of all residents who occupy their units without being bothered by construction noises and the dirt and debris associated with the remodeling of units.

Criteria are established to differentiate between the types of work projects:

Category A: Those in which the management is directly contacted and a work order is submitted. This work is normally performed by the Staff with minimal paperwork involved because of the limited scope of the projects.

Category B: Those that are more complicated will require the Facilities Maintenance Manager's approval and supervision, minor paperwork, and implementation by certified contractors.

Category C: Those affecting the Common Areas, which require plans and specifications, compliance with PCC Architectural/Structural/Mechanical Standards, Facilities Maintenance Manager's approval and supervision is required, minor paperwork, and the approval of the Board of Directors.

Definition of Common Areas and Facilities and Limited Common Areas:

Article I. Definitions, Section 8.

- A. "Common Areas and Facilities" shall mean and include all the property except the units. Said common areas and facilities include particularly, but not by way of limitation, the following : (i) the land, and all yards, lawns, gardens plantings, walkways and parking and driveway areas thereon or appurtenant thereto; (ii) all foundations, cisterns, pilings, columns, girders, beams, planks, slabs, roofs, partitions, supports and other structural elements or improvements of the buildings, including all exterior walls and/or improvements of the buildings, and partition walls, all bearing walls and columns located within a unit, all windows, doors and doorways furnishing access between a unit and the common elements, including the casing, seals, glass, and screens of such windows and doors, and the concrete slab floor under the loft level, if any, of each unit; (iii)

walkways, communication ways, stairs, stairways, elevators, and all entrances and exits to and from the building; (iv) all central and appurtenant installations for utilities and services including power, light, electricity, telephone, water, sewage, ventilation and plumbing, together with all pipes, lines, ducts, wires, cables, conduits, fixtures, facilities, equipment and installations used in connection with the foregoing including those located within a condominium unit for the service of two or more units or for the service of a unit other than the one in which located; (v) all tanks, pumps, machinery, equipment, apparatus, and facilities required or deemed advisable for use in operation of the condominium project or for the care and maintenance of the land or building; (vi) the gallery or galleries serving each unit; (vii) all swimming pools, cabanas, tennis courts and other common recreational facilities, if any; and (viii) all other parts of the property necessary or convenient to the maintenance, care, safety and operation of the condominium project or to the use of the property by the unit owners in common. No reference in the plat to common areas and facilities limits or defines common areas for purposes of this document. Each unit owner shall own the undivided percentage interest in the common elements as is shown on Exhibit "D" attached hereto.

- B. The term "general common areas and facilities" means and includes all of the common areas and facilities except the limited common areas and facilities.
- C. The term "limited common areas and facilities" means and includes only those common areas and facilities, such as (i) the windows, doors and doorways furnishing access between each unit and the common areas and facilities; (ii) the gallery or galleries serving each unit, and (iii) certain water lines and electrical wires that exist for the exclusive use of each unit which are identified herein as reserved for the exclusive use of one or more, but less than all, of the unit owners.

Accordingly, the Board of Directors has established the following rules regarding work completed within the units and has instructed management to take whatever steps necessary and proper to see that the rules are strictly observed.

The following rules apply to all categories of remodeling work:

1. Work may be conducted between the hours of 8:00 AM and 5:00 PM Monday thru ~~Saturday~~ ^{Friday} Only. No work is permitted on Saturdays, Sundays, or holidays.
2. The Owner must provide – in advance – notice of workman on the premises and the dates they will be in the Owner's unit.
3. Debris removal is the responsibility of the Resident and/or Contractor. Debris removal shall include total removal of all debris from the PCC premises. In no event shall any remodeling debris be left in the Common Areas and debris caused by the remodel must be removed from all common elements no less frequently than daily, and prior to 5:00 PM. *NO CONSTRUCTION Debris in PCC DUMPSTERS.*
4. No "disposal chutes" will be erected to remove debris.
5. All damages to Common Areas, Limited Common Areas and adjoining units caused by the remodeling shall be repaired or replaced at the full expense of the remodeling resident.

6. Storage, for any length of time, of materials or equipment in or on the Common Areas is strictly prohibited. Any obstruction of the Common Areas shall constitute an immediate and serious hazard to be dealt with swiftly and sternly at the discretion of Management, including but limited to disposal of all properties causing the obstruction.
7. The Management Office must be notified no less than two working days prior to commencement of remodeling work in order to attend to all necessary procedures. At the time of such notification, 24 hour phone numbers for the remodeling resident and all contractors must be provided to management.
8. Use of flammable materials shall be accompanied by the provision of an ABC type fire extinguisher in the Unit premises. During the use of any flammable materials all contractors, residents, and other parties within the unit shall be strictly prohibited from smoking.
9. Contractors must provide all necessary tools, equipment, and materials necessary to perform their work. Borrowing of PCC property is strictly prohibited.
10. Any requirement of water shut off for remodeling purposes must be requested through the office or through the Facilities Maintenance Supervisor.
11. If a whirlpool tub or Jacuzzi is installed, an acoustical sound barrier and an appropriate access panel must be installed.
12. The remodeling resident must provide the Association office with copies of Certificates of Insurance for all contractors and subcontractors prior to Board approval of the remodel project. Residents should be aware that the Association's insurance policies afford No Protection to the resident or their contractors with respect to their project.
13. The remodeling resident should notify all neighboring residents as a courtesy to them, since noise and dust may occur during the days that work is taking place. In every way, the remodeling resident is required to protect the neighboring properties from dust, debris, and refuse.
14. ANY VIOLATION OF THE REMODELING RULES AND REGULATIONS BY THE CONTRACTOR AND/OR THE UNIT OWNER MAY RESULT IN A FINE BEING LEVIED AGAINST THE UNIT OWNER. IN THE CASE THAT THE CONTRACTOR WAS AT FAULT, IT WILL BE RESPONSIBILITY OF THE UNIT OWNER TO PAY THE FINE AND THEN ATTEMPT TO COLLECT IT FROM THE CONTRACTOR.

THE FINE ASSESSED MAY BE \$ 100.00 PER DAY PER VIOLATION UNTIL SUCH TIME THAT THE VIOLATION HAS BEEN RESOLVED.

In all cases, approval of remodeling plans shall be deemed approved when the Property Manger or the Board of Directors has signed the completed Remodeling Approval Form. The Remodeling Approval Form shall be made a part of the unit(s) permanent file in the Pelican Cove Condominium Association Management Office.

Category A:

Definition: Work Requests are generally orders that are requested through the Management Office or are hired out to Local Contractors.

Procedure: No Board action is required; Management requires that a Work order be placed with the office prior to the commencement of services. Staff members are not to take work orders verbally.

Examples: Small jobs which require a service person to perform toilet mechanism replacement, kitchen/bath faucets replacement, ceiling fans installation, electrical outlet replacement, repairs to sheetrock/masonry, painting, etc.

Steps involved:

1. Contact the Management Office.
2. Provide Management with a summary of your plans or the problem that needs to be corrected.
3. Work requests will be completed as quickly as is reasonably possible. The Management Office asks that you please understand that the Common areas are scheduled as a priority and owner services as secondary services unless the indicated problem jeopardizes additional units.

Category B

Definition: Minor modifications to the interior of a unit which are contiguous to the Common Areas.

Procedure: No Board notification is required, notification of Management is required. Completion of a standard remodeling agreement is required. Provision of Contractor License and Insurance Certification is required. Any and all contractors are required to work closely with the Facilities Maintenance Supervisor.

Examples: Any remodel of the interior of units, tile replacement, addition/replacement of original equipment, installation of any equipment which requires penetration of any common or lesser common element, any work which will generate noise and/or dirt and dust which affect surrounding units, etc.

Steps involved:

1. Contact the Management Office.
2. Provide Management with a summary of your plans.
3. Complete a copy of the Remodeling Agreement and return it to the Management Office with paperwork as indicated.

Category C

Definition: Major modification that will affect the Common or Lesser Common Areas.

Procedure: Board notification is necessary, notification of the Management Office is required, Completion of the Standard Remodel Agreement is required, Provision of Contractor License and Insurance Certification are required. Any and all contractors are required to work closely with the Facilities Maintenance Manager.

Examples: Addition of Air Conditioning systems (eg. Mini-split Systems, Central Air), Awnings/Screens (and attachment to buildings thereof), etc.

Steps Involved:

1. Contact the Management Office.
2. Provide Management with a summary of your plans.
3. Complete the Remodeling Agreement and return it to the Management Office with paperwork as indicated.

4. Provide copies of your Contractors Business License and Insurance Certifications. Insurance certificate will name Pelican Cove as a "Loss Payee" in the event damage to the Common Areas and/or Lesser Common areas results in a claim.
5. Management will submit your request to the Board of Directors (at their next scheduled meeting) for review, comments, and instructions. Should any modifications be necessary to comply with recommendations by the Board of Directors or Management, Management will notify the Remodeling Resident in writing and require that revised plans be submitted prior to approval.
6. Once the Remodeling Resident's request is approved, the Resident must agree to periodic inspections of the Maintenance Supervisor to determine if the work is being completed to PCC standards.