

SEAHORSE CONDOMINIUM ASSOCIATION

5440 Three Points Boulevard

Mound, MN 55364

952-472-5300

RULES AND REGULATIONS

The following policies are important to all residing at the Seahorse Condominiums. They are designed to provide you and your neighbors with a harmonious and congenial place in which to live. We ask for your cooperation in observing these rules and regulations, which are a part of our governing documents along with the by-laws.

Your Board of Directors monthly meeting is open to you and your attendance is welcomed and appreciated.

GENERAL INFORMATION

The telephone and email is covered 24 hours a day. If you need management, please call 612-865-1664. If you have a maintenance issue, please call 612-720-2218. Major complaints are to be made in writing and submitted to the Board of Directors for review. In case of an emergency, please dial 911.

TV SERVICES

Cable and satellite television services are available at Seahorse.

Residents can contact Mediacom (cable) at (800) 422-1473 or Xcell Wireless (satellite) at (612) 670-3352 to arrange for services. Seahorse maintenance personnel must be informed prior to satellite installation.

INSURANCE

Seahorse master policy:

Covers: Association owned property, garages, heating and air conditioning and docks.

Property: within a unit, including fixtures, installation or additions that are within the unfinished interior surfaces of the perimeter walls, floors, ceilings of the individual units which are original installations or have been replaced according to the original plans; or have been installed by or at the expense of the unit owners. Fixtures, installations or additions include paint, wallpaper, paneling, tile, carpeting, air conditioning, cabinets, cooking ranges, clocks, washers and dryers, electrical fixtures, dishwashers, fire extinguishing apparatus, plumbing fixtures and refrigerators.

Liability: Coverage for loss on common ground areas.

Policy does not cover: unit owner personal property or personal liability. **Please refer to policy for actual terms and conditions.**

Unit owner should provide the following as a minimum:

Condominium Homeowners Policy HO-6, coverage for the personal property and activities of the unit owner. Coverage should include: personal property, replacement cost basis, loss of use, personal liability, loss assessment coverage, off premise coverage. Please contact an insurance agent for your specific needs and coverage. Residents are responsible for any damage caused by the use of water-filled furniture leakage; therefore, occupant must obtain and maintain insurance and show proof of insurance to cover that liability.

MAINTENANCE

Dripping faucets, toilets, etc. are to be repaired at the owner's expense.

Your condo is your home and it is your responsibility to keep it in good repair.

SECTION I

1. SAFETY

- A. In accordance with state law, each residential dwelling must have an operational smoke detector.
- B. The Fire Prevention Bureau insists that the corridor side of the entry doors to all condominium homes be kept free of all items that rest on the floor.
- C. Items such as toys, tools, etc., must not be left where they will interfere in any manner with the full use of the walkways, the areas used by cars, or any other common areas; nor can they be left standing by, or adjacent to, the condominium exterior walls. Bicycles and motorcycles should be kept in garages or placed on the cement slab on the west side of the party room.
- D. Do not park in the No Parking or Fire Zones. These are painted yellow and have signs designating them. The Mound police will ticket any vehicle found in violation.
- E. The speed limit is no more than 10 MPH in condominium driveways and parking lots.
- F. The City of Mound Fire Ordinance states that appliances of any kind cannot be used on the balconies. Barbecues used on ground patios must be at least (10) feet away from any portion of the building. Violation of this ordinance shall be a misdemeanor. Violators will be subject to the penalties set forth by the City of Mound Fire Code. Residents should do their best to see that smoke does not bother others in their units.
- G. Nothing should be thrown or dropped from balconies including cigarette butts, ashes, toys, etc.
- H. Snow must be removed from the balcony and this is the responsibility of the resident.
- I. There are legal restrictions on the use of the swimming pool and the party room. These rules are stated on the walls of the respective rooms and in this document.
- J. Roller skating, rollerblading, skateboarding, bicycling and similar activities are strictly prohibited.

2. SECURITY

We are a security conscience community and for the protection of yourself, your personal property and that of your neighbors, all residents must notify the office of their prolonged absence. This will aid the office in protecting your property.

Security doors should not, under any circumstances, be propped open and left unattended. Before you let anyone in via the buzzer system, be sure they identify themselves through the speaker system.

3. CONDUCT

- A. Residents should be considerate of their neighbors at all times, especially when entertaining, using stereo equipment, appliances and machinery. When saying goodbye to your guests, either at your door or the party room, keep it brief and keep it quiet. Boisterous, offensive or obnoxious conduct will not be tolerated anywhere in the common areas of the property.
- B. There shall be no soliciting for sale of goods or services in the Seahorse Condominium except as approved by the Board of Directors. Admission on the premises for fund drives or political purposes must seek permission from the Association President.
- C. Smoking is prohibited in the pool, sauna, laundry rooms, corridors and stairways of the building.
- D. Entering or exiting the condominium units through windows or over balcony railings is prohibited.

- E. No part of the common areas should be used in such a manner as to interfere with the use and enjoyment of others.

4. LAUNDRY ROOMS

- A. Laundry rooms may be used only by the residents.
- B. Laundry room hours: 7:00 a.m. to 10:00 p.m.
- C. Laundry rooms have been equipped through with coin operated washer and dryers. If something is wrong with a machine, call Seahorse maintenance at 612-720-2218 and also put an "out of order" sign on the machine.
- D. Clean lint filters on the dryers and washers after you use them. No drying racks or lines are permitted in the laundry room. Remove laundry promptly from washer and/or dryer. Take soap and other containers with you and dispose of them properly. No personal property should be left in the laundry rooms. Close door when leaving.
- E. Smoking is prohibited in the laundry room.

3. APPEARANCES

- A. Storage of items other than patio equipment on balconies or patios is prohibited.
- B. Each balcony and patio is the property of the Association and is for the private use of that resident and their guests. No permanent installation or changes shall be made on any balcony or patio without prior approval of the Board of Directors.
- C. Entrances, stairways and corridors should not be obstructed in any manner, or used for any other purpose than ingress and egress to or from the premises.
- D. Blankets, towels, rugs, dust mops or clothing must not be shaken from balconies, windows or patio doors. Do not hang anything on balconies, railings or otherwise exposed outside areas. Balconies and patios should be neat and tidy at all times.
- E. Bird feeders on balconies are prohibited.
- F. Balconies on the second and third floors may be screened at the expense of the owner. Any owner wishing to have a unit screened in must obtain design approval from the Board of Directors. Repairs to the screened in units ordered by the Association should be contracted for within two (2) business days, or the needed repairs will be ordered by the Association and the cost charged to the unit owner. Curtains or drapes cannot be hung or attached to the screening or frames without approval from the Board of Directors. Snow must be removed from all decks including screened in decks. If you leave for an extended period of time in the winter, please make arrangements to have the snow removed from your deck.
- G. Wind chimes are prohibited.
- H. Keep garage doors closed when not in use. Garage doors and maintenance is the responsibility of the owner.
- I. For the sake of outside appearances, all windows must have suitable coverings that cover the entire window when drawn, and that are in good condition. Makeshift coverings are prohibited.
- J. Extra care is given to enhance the appearance of our lawns and common areas. Avoid any action, which will damage the grass. Keep the lawns and parking areas attractive. Deposit litter in the dumpsters. Residents are responsible for properly disposing of litter by the guests as well as their own.

- K. All rubbish, garbage, etc., where practical, must be tied or wrapped before putting it in the dumpsters. Use garbage bags, paper bags, or boxes. Furniture, appliances, batteries, tires, used oil and other hazardous waste, etc., are not to be put in the dumpster area.
- L. Recycling bins are available in the dumpster area. All paper (including phone books, magazines, cans, and plastic containers with necks) go in the large bins.
- M. Caretaking service is provided for halls and common areas, but the responsibility for neatness and good housekeeping rests upon all residents and guests. Do not throw anything into the atriums. Do not empty ashtrays or garbage in any public areas other than designated receptacles.

4. **RECREATION AREA**

All sports and games are to be played in the common/grassy areas.

5. **BARBECUES**

Common area barbecues are available for all residents; use is on a first come basis. All who use these barbecues are to leave them and the ground around them clean. There is to be no barbecuing except in designated areas. For further information, see SAFETY Rules.

6. **VEHICLES (Cars, RVs, Boat Trailers, Bicycles, Motorcycles)**

- A. Do not park in the No Parking or Fire Zones. These zones are painted yellow and have signs designating them. The Mound Police will ticket any vehicles in violation.
- B. Do not back into the parking spaces. Exhaust fumes are noxious to the unit interiors and harmful to the plants and shrubs.
- C. All vehicles must be registered with the office and a Seahorse parking tag assigned to it. The staff will issue the tag. Parking tags are to be hung behind the rear view mirror.
- D. Registration of vehicles is valid only for owners and residents of Seahorse.
- E. No car washing can be done in any of the parking areas or in the garage. Car washing is permitted in boat storage area.
- F. Car repairs, except tire or battery changing, can only be done in the area north of the west garages or in your own garage. RV, boat and trailer repair can be done only in the storage area north of the west garages.
- G. During the snow removal season, the snowplow will open a path for vehicles to use, then clear the lots later. Any cars left in the parking areas should be moved to the cleared areas so the plows can clear the entire lot properly. Any vehicle that is not moved will be towed at the owner's expense.
- H. Any vehicle left standing in the parking lot in one spot for more than ten (10) days will be towed at the owner's expense. Any vehicle having expired license plates or that is non-operating will be towed at owners expense.
- I. Cars without garage space that must be left for an extended period must be parked in the west parking lot. If you are going away for an extended period of time and will be leaving your vehicle in the parking area, please notify the staff and leave your car keys at the office.
- J. Trucks in excess of ½ ton, commercial vehicles, and campers are to be parked in the lot in the dumpster area. Vehicles of any type in excess of 26 ft., boats and boat trailers, snowmobiles, detached campers and miscellaneous equipment cannot be parked in any of the parking areas including the dumpster lot and lawn.

- K. Bicycles must be parked in the bike racks by the party room or kept in your garage.
- L. Reserved parking permits shall be reviewed by the Board as needed.
- M. The Association may tow any vehicle, trailer or other equipment if the object in question is parked or stored on Seahorse property in violation of the Rules & Regulations.

7. **SWIMMING POOL AND SAUNA / FITNESS AREA**

The swimming pool is provided for the enjoyment of all residents and their guests, AT THEIR OWN RISK. Please use your discretion and be courteous to others in the number of guests you bring into the pool. Hours of operation will be posted. The following rules and the rules posted in the pool area MUST be adhered to without exception.

- A. Nonresidents must be accompanied by an adult resident.
- B. Residents under the age of 16 must be accompanied by an adult resident.
- C. When approved by the management, exceptions can be made for adult relative of residents who are at the Seahorse for an extended visit and a pass may be issued for pool usage on a daily basis.
- D. Every person using the pool must shower with soap and water before entering the pool. This is a Hennepin County Ordinance. Un-hemmed cutoffs are prohibited. Bobby pins and other types of hair fasteners must be removed before entering the pool.
- E. No children in diapers, including swim diapers, are allowed in the pool.
- F. Glass containers and food are not permitted in the pool area.
- G. It is expected that residents and guests use common sense with pool toys. Any hard toys such as balls are prohibited. Running, pushing, scuffling in the pool are prohibited. Pools toys are not to be left in the pool area when you are finished using the pool.
- H. Residents are responsible for any damage done by you and your guests.
- I. The pool may only be reserved for Seahorse functions.
- J. Residents who have violated the pool rules may be prohibited from using the pool for up to one year and receive a monetary fine. Resident's pool card will be suspended from the security system.
- K. **No smoking** is allowed in the pool area or sauna.
- L. Items such as furniture or safety equipment may NOT be borrowed or removed from the pool or sauna for any reason. Items in the pool and sauna area are the property of the Seahorse Condominium Association for use in the pool and sauna only.
- M. Pool key cards are limited to two (2) per unit.

8. **PARTY ROOM**

- A. Seahorse Association has priority for the use of these facilities for its scheduled business meetings and social events.
- B. The party room may be reserved by calling Seahorse management at 612-865-1664. A deposit in two checks (one for damage, one for rental) is required one week in advance to reserve the party room. Contact the office for the current rental charge. All parties must be over by 11:00 p.m. on weekdays and 12:00 a.m. (midnight) on weekends and the evenings proceeding legal holidays. The damage deposit of \$100.00 will be returned if the party room is left in satisfactory condition no later than 10:00 a.m. the following day, AND if the rules regarding closing times are observed.
- C. There is a limit of thirty-five (35) people in the party room at one time. This is regulated by the local fire ordinance.

- D. All who use the party room are required to read and comply with the rules posted in the party room.
- E. Residents may rent the party room on a first come basis. Residents may rent for one holiday party per year and may not rent for the same holiday the following year unless no one has requested that date within 30 days of holiday.
- F. The party room may be used for social functions only. The Board of Directors must approve special use.
- G. Parties are to be confined to the party room or in the park area. No food or beverage may be prepared or served on the sidewalks or parking areas.
- H. Any resident who has violated the party room rules may, at the discretion of the Board of Directors, be prohibited from using the party room for up to one (1) year, and/or receive a monetary fine. Anyone who forfeits the \$100.00 damage deposit will also lose the privilege of using the party room for six (6) months.
- I. The host is responsible for keeping the party under control, remembering that this is a residential complex and that; therefore, a quiet and courteous atmosphere is required.
- J. It is the responsibility of the host to control and assist in the parking of the guests' vehicles, as well as closing of the party room at the proper designated time.
- K. Wet swimming suits are not allowed in the party room. It should be understood that reserving the party room does not include reserving the swimming pool.
- L. No item shall be borrowed or removed from the party room for any reason. Items in the party room are the property of the Seahorse Association and the person reserving the party room is responsible for missing items.
- M. Smoking is prohibited in the party room.

9. **INSURANCE**

- A. For the protection of personal property, you must have condominium insurance policy. Association insurance covers only the building and not your personal property including fixtures, cabinets and inner walls.
- B. Residents are responsible for any damage caused by the use of water-filled furnace. Occupants must obtain and maintain insurance and show proof of insurance to cover that liability.

10. **MISCELLANEOUS**

No freezers, refrigerators, or motors of more than ½ H.P. are allowed in any garage.

11. **RENTAL UNITS**

- A. Prior to move in, owner shall provide the office with the following:
 - 1. Full name of tenant and/or tenants
 - 2. Length of Rental Agreement
 - 3. Make, Model, year, color and license number of each vehicle
 - 4. Signed copy of lease and addendum
- B. No owner may rent or lease for less than one (1) year unless in process of buying a Seahorse unit (see addendum, page 14A)
- C. Owner shall present and review with their renter the current set of Rules and Regulations. Lessee shall acknowledge rules and regulations by written receipt.

- D. Owners are responsible for their renters' adherence to the present set of Rules and Regulations and the owners understand that if their renters are served with three (3) written warnings on any combination of violations from the Board of Directors, the owner shall serve eviction notice to their tenant at the owner's expense.
- E. Owners are financially responsible for any damage done on or in the common areas of the Association by their tenants.
- F. Renters shall carry personal property and liability insurance for their own protection.
- G. The Association has adopted a cap on rental units. A rental unit defined as a unit that is sublet in return for a fee. The owner of the unit may be a non-resident owner or may reside in another unit within the Seahorse. Rental units are capped at 30% of the total units. Once this limit has been reached additional rentals will not be allowed. Owners wishing to rent their unit after the cap has been reached will be put on the first available waiting list.

12. GUEST OCCUPANCY AND LIMITATIONS

- A. If a guest occupies your unit during your absence, give the manager your guest's name, date of arrival and date of departure, and vehicle license number.
- B. Visitors must be accompanied by the resident when on common grounds.
- C. A copy of these Rules and Regulations must be made available to your guests. (Extra copies can be obtained from the office).
- D. Due to health and safety considerations, no more than the following number of persons may occupy the types of units specified, except in cases of emergency or extenuating circumstances as determined by the Board of Directors.

Number of Area in Maximum Number

Rooms	Square Feet	Occupants
3+1 bath	789 sq. ft.	2 occupants
4+1 bath	978 sq. ft.	4 occupants
4+2 baths	1041 sq. ft.	4 occupants
5+3 baths	1293 sq. ft.	6 occupants

13. PETS

No pets allowed on Seahorse property by residents or guests. Any unapproved animals on the property will be assessed a fine of \$25.00 per day.

14. FINES AND SANCTIONS

Association members are responsible for their conduct and actions as well as the conduct and actions of their tenants and their guests and are subject to sanctions and fines for any action contrary to the Seahorse Rules and Regulations and amendments thereto in effect.

A. PROCEDURE

- 1. Residents and owners may inform the Seahorse Office of an alleged violation of the Association Declarations, By-laws or Rules & Regulations. The alleged violation shall be investigated to determine

whether there is reason to believe that the allegations are true. If, in the judgment of the manager there has been a violation, the manager will decide whether to:

- a. Send a written warning
 - b. Request the sanction of a fine
 - c. Immediately revoke temporarily, the violator's privilege to utilize any areas and facilities involved in the violation if the violation could cause harm or potential harm to person(s) or property.
2. If it is determined that a fine and/or other sanctions are to be levied, the Board of Directors will follow the steps outlined.

The Board of Directors may levy reasonable fines against a member for any violation of the By-laws, the Declaration, the Rules & Regulations or the Minnesota Common Interest Ownership Act (Statute 515A.3-102), committed by such member or any occupant of the unit owned by the member.

- (i) **Notice and Hearing:** In the event of a violation, the Association shall provide the member written notice of said violation. The member shall be given a reasonable opportunity, under the circumstances, to correct the violation or, if a first-time and unintentional offense, to assure the Board to the latter's satisfaction that the violation will not be repeated. The member shall be entitled, upon request, to a hearing before the Board of Directors or any designated committee to contest the violation and/or fine. At such a hearing, the member shall have the right to be represented by legal counsel and to have a reasonable amount of time to produce any statement, evidence and witnesses on his/her behalf. The minutes of the hearing shall contain a written statement of the results of the hearing and the fine, if any, that is imposed. The Association is not required to provide such notice and opportunity to be heard for recurring or continuing violations unless no fewer than three (3) months have passed from the time of the previous violation.
- (ii) **Continuing Violations:** In the case of a continuing or persistent violation: 1) Each day the violation continues after written notice thereof shall be deemed a separate and distinct violation and, hence, subject to a separate daily fine, up to a maximum of thirty (30) daily fines per violation; and 2) The Board may require the member to post bond in order to ensure future compliance. For any such violation that cannot be cured immediately, no further fines shall be levied after such time as the member begins good-faith cure of same.
- (iii) **Lien against Unit:** Any such fine shall constitute a personal obligation of the member, as well as a lien upon the unit, which lien may be foreclosed in the same manner as a lien for unpaid assessments.
- (iv) **Fees and Costs:** The member shall be liable for all attorney's fees and costs incurred by the Association incident to the levy or collection of the fine, including appellate proceedings.

Crediting Payments: The Association shall apply all partial payments by the member to the member's outstanding balance in the following order:

- *Attorney's fees and costs
- *Late fees and interest
- *Fines

*Special assessments

*Regular assessments, with payment being applied to the oldest balance first.

No partial payments will waive the Association's right to pursue full payment and/or enforce its By-laws, Declaration and Rules & Regulations.

All fines shall be due and payable in the first day of the month, following the date that the fines are imposed.

15. Cameras and Other Recording Devices

With the advent of camera systems, and other visual monitoring and recording systems, on the market for home monitoring (such as, for example, the Ring® type camera systems), and the potential for owner requests to install such systems such that such systems (or portions thereof) are within the common elements or limited common elements of Seahorse, the Board of Directors deems it important and relevant to advise the owners of certain requirements to be met and followed by owners when requesting the installation of such systems within Seahorse. Under the Declaration, no change in the appearance of any portion of the common elements or limited common elements shall be made by an owner or occupant unless prior written authorization is obtained from the Board of Directors, or a committee designated by it.

Consistent with the Declaration, the following are the requirements that must be met before an owner may be allowed to install any camera system or other visual or audio monitoring and recording system (any such camera system or any such other visual or audio monitoring and recording system is referred to herein as the "System"):

A System shall not be placed or installed in or on the common elements or limited common elements within Seahorse without prior written approval by the Board of Directors.

A request for installation of a System must be submitted by an owner (not an occupant) in writing to the Property Manager (on behalf of the Board of Directors) and shall include the following:

- A. A statement of need and purpose for the System.
- B. Type, brand, model, and specifications of the System.
- C. Proposed location, placement, and method of installation of the System (by schematics, plans, drawings, etc.), including, but not limited to, wiring locations.
- D. Name and address of the contractor that will install the System, or whether the owner or occupant will install the System.
- E. Whether or not the System includes audio recording capability.
- F. A written analysis of whether the System is able to record any portion of any residential unit within Seahorse, whether through an open entry door of that residential unit or through a window.
- G. The anticipated duration of need for the System.
- H. If the System has the ability to record and store (for any period of time) video or audio captured by the System, the length of time that any such recording can be stored and a description of the storage method.

Following the submission of the above information to the Property Manager, the owner shall promptly provide to the Board of Directors any and all additional information or documentation the Board of Directors may require of the owner to allow the Board of Directors to complete its due diligence on making a decision on the request to install the System. As part of its evaluation of a request for the installation of a System, the Board of Directors will seek input from neighbors about the request.

The Association does not seek to regulate cameras/devices installed inside a residential unit, but cautions that, if they are installed and positioned so as to be able to video record any portion of a residential unit within Seahorse (if the entry door to that residential unit is open) or audio record, the use of the cameras/devices could become the basis of complaints to the Association or governmental authorities. The Association would then have the right to pursue its legal remedies.

ADDENDUM TO CONDOMINIUM UNIT LEASE

Seahorse Condominium

Lessor: _____

Lessee: _____

Unit Number _____ Date _____

Lessee acknowledges that the Unit referred to above is being rented from Lessor by Lessee under a lease

dated _____ (the "Lease and that said unit is a part of Seahorse Condominium (the "Condominium"). As such, the Unit, and all persons who occupy it are subject to certain restrictions, rules and regulations which govern the Condominium. Accordingly, Lessee agrees as follows:

1. Lessee acknowledges that the Condominium and the Unit which Lessee occupies are governed by the Seahorse Condominium's Declaration, By-laws and Rules and Regulations (the "Condominium Documents Lessee acknowledges receipt of a copy of the Rules and Regulations).
2. The terms of this Lease are subject and subordinate to the provisions of the Condominium Documents. If there is any conflict between the provisions of this Lease and the Condominium Documents, the Condominium Documents shall control.
3. Any failure of Lessee to comply with the terms of the Condominium Documents shall be a material default under the lease.
4. Lessee agrees to comply with the provisions of the Condominium Documents, and to otherwise cooperate with the officers, directors, managers and agents of the Seahorse Condominium Association, in accordance with the provisions of the Condominium Documents.
5. The Unit may not be subleased, nor may individual rooms be subleased.

Except as modified by this Addendum, the Lease shall remain in full force and effect. This Addendum shall be a part of the Lease.

Lessor:

Lessee(s):

SECTION II
DOCKS AND MARINA

DEFINITIONS

The Seahorse Docks are a structural system composed of common dock walkways, sitting platforms and shore ramps, that provide access to and interconnect individually licensed dock units, each composed of a dock finger, boat slip and optional canopy structure.

A Resident is an individual who resides at Seahorse Condominiums as their primary residence as evidenced by being named as renter or co-renter in a signed rental agreement, or demonstrating primary residence through drivers license or voter registration information.

WATERCRAFT REGISTRATION

To maintain safety, security, order and control access to and from Seahorse Condominium Association docks:

- A. All watercraft moored or stored on Seahorse property must be registered with Seahorse management.
 - 1. Only owners of, or residents at, Seahorse Condominium Association, may register a watercraft.
 - 2. Only one watercraft may be registered per dock unit.
 - 3. Watercraft must be registered annually and proof of ownership and insurance must be provided at time of registration (i.e. Certificate of Title, MN registration, or bill of sale).
 - 4. Owners are responsible for boats docked in their slip and may be subject to a monetary fine for any violation.

- B. All watercraft moored or stored on Seahorse property must display a current MN state registration as required by state watercraft laws.

- C. Watercraft insurance:
 - 1. For the protection of Seahorse Condominium Association, owners/residents and their property, all watercraft moored or stored on Seahorse property must carry \$300,000 of liability insurance.
 - 2. Proof of insurance must be shown at time of registration of watercraft at Seahorse property, or when requested by the Seahorse office.

DOCK USAGE

- A. MASTER DOCK license has been granted to the Seahorse Condominium Association by the Lake Minnetonka Conservation District (LMCD), dock usage is governed by rules set forth by the LMCD and/or Seahorse

Condominium Rules, which are on file at the Association Office.

- B. A dock license is granted for each dock unit to the Unit Owner of the designated Condominium Unit as specified in the Association Bylaws.
- C. By LMCD rule, Dock Unit length and width may not be altered in any way.
 - 1. The approved dock size for each slip is shown on the Seahorse Condominium Association's annual LMCD license which includes the approved site plan and slip size attachment. No alterations in these dimensions can be made.
 - 2. Dock finger height must match the elevation of the adjacent dock walkway.
 - 3. Watercraft stored in each boat slip must conform to length limitations of the LMCD Code, Section 2.0115, Subd. 9. Boats cannot exceed the length of the designated BSU by more than four (4) feet.
 - 4. By LMCD and DNR rules, no deck boxes, storage structures, gas or other containers may be stored on the dock walkways and dock fingers or attached to canopy structures of the marina. Dock walkways and fingers must be kept clear of obstructions.
- D. Canopy Structures: Boathouse and Boatlift frames and canopies may be installed and maintained at the dock license holders discretion and expense and must meet the following requirements:
 - 1. Only one style of protective cover is acceptable in a dock slip. Either a Boathouse style frame and canopy or a Boatlift style frame and canopy is acceptable, but not both. In the event a Boatlift style frame and canopy is to be placed, then the frame and the canopy of the Boathouse style canopy must be removed, and vice versa.
 - 2. By LMCD rule, no canopy may extend beyond the end of the dock structure of the slip that it covers by LMCD rule.
 - 3. Canopies must conform to the approved colors and size of stripes of canopies in the Marina (currently yellow/white and 5 foot width with vertical stripes running parallel to the framework hoops).
 - 4. The frame and canopy must be maintained in good repair.
 - 5. In order to maintain the aesthetic value of the marina, canopies should be in place during the boating season. If two boating seasons pass with no canopy in place, the licensee must either 1.) have the canopy up by July 1st of the next boating season or 2.) remove the framework for the Boathouse or Boatlift style canopy by that same date.
 - 6. Canopies may be removed during the winter months or left in place. If left in place, the licensee is responsible to assure the canopy remains in good repair throughout the winter.
 - 7. Boathouse style frames and canopies may not exceed 13 feet in height, measured from the deck of the dock to the highest point of the frame and canopy, without prior approval of the Board of Directors. All canopies installed as of the effective date of these rules and regulation shall be grandfathered as being in compliance.
- E. Dock Units may only be rented to another owner or resident of Seahorse. A rental agreement must be in force and on file at the Seahorse office.
- F. Licensed dock fingers may only be used with the permission of the license holder.
- G. Only owners and/or residents and their guests may use the Seahorse common dock walkways and sitting platforms.
- H. Guests must be accompanied by an owner or resident when on Seahorse docks.
- I. Persons under 16 years of age must be accompanied by an adult owner or resident when on the docks.

- J. Children under the age of ten should wear an approved floatation device when on the docks.
- K. The visitors' docks, which are marked as such, may be used by Seahorse owners, residents and their guests. Overnight mooring is prohibited by the LMCD and by Seahorse rules.
- L. No swimming, jumping or diving is allowed from any Seahorse docks.

LAUNCHING RAMP

- A. Only Seahorse owners, residents and their guests may use the launching ramp.
- B. All guests must be accompanied by an owner or resident when using the launching ramp.
- C. All watercraft being launched or retrieved at the ramp must display a current MN registration number.
- D. Boats and trailers using the launch ramp must be in compliance with all rules and regulations of governmental agencies regarding measures to prevent transportation of invasive aquatic species. Launching ramp must remain locked when not in use. It is the responsibility of the owner or resident to see that the gate is locked after use. Ramp gate may not be left open and unattended.
- E. Launching ramp hours are from Sunrise to Sunset daily.
- F. Entrance to facility may not be blocked when using ramp.

DOCK MAINTENANCE

- A. Maintenance of the docks is shared. Common walkways, ramps and sitting platforms are maintained by the Seahorse Association. Maintenance of individually licensed dock slips and fingers, and the annual dock license fee, are the responsibility of the dock license holder.
- B. The annual License Fee is determined as a prorata share of the LMCD License Fee.
- C. Boat canopy and framework construction and maintenance are the responsibility of the dock license holder.
- D. Construction or repair of dock sections shall meet Seahorse specifications, which may be obtained from the Seahorse Management.
- E. All dock fingers and boathouses must be prepared annually and in good repair for the summer boating season. Dock sections need not be painted and in any event shall NOT be stained or painted while positioned over the water.
- F. Docks will be inspected by May 15th annually and dock license holders notified of any repairs that may be needed. Dock license holders will have 30 days from the receipt of the notice to make requested repairs.

- G. In the event that individual dock license holders fail to comply with any of the above rules and/or specifications, Seahorse Board of Directors may correct the situation and bill the individual dock license holder for all costs incurred, including labor.

MARINA CHANNEL AND HARBOR

- A. Closed throttle regulation applies in the marina channel and harbor, and minimum wake applies between the channel and the slow buoy.
- B. No swimming allowed in marina channel and harbor.

WATERCRAFT AND TRAILER STORAGE

- A. Boatyard activities shall be under the control and supervision of the Seahorse Board of Directors and the appointed boatyard manager.
- B. Only Seahorse registered watercraft and/or trailers may be stored in the boat yard storage area.
- C. Permission to store a boat and trailer shall be granted by the Seahorse Board of Directors or its representative and shall be on a "First Come Basis." First Come Basis refers to the first time a resident has been allowed to store a unit in the storage area and allows "first choice" for storage in subsequent years. If storage is not available, residents wishing to store a watercraft and/or trailer may place their names on a "waiting" list with Seahorse Management. The Seahorse Management will notify the next resident on the list when the next suitable vacancy occurs. You must notify the Seahorse Management before September 1 of your desire to store your boat in the boatyard.
- D. A resident's claim for storage space terminates when that resident no longer has use for the space. Under no condition can an individual promise his/her storage space to another owner/resident.
- E. Only one (1) watercraft per unit may be stored in the storage area unless there is no waiting list and space is available. Exceptions to the one (1) watercraft per unit rule are made for one storage season at a time. Application for renewal must be made each season and are reviewed based upon space availability and other applications for exception. Granting of a prior exception does not confer priority in future years.
- F. A fee will be assessed by the Board of Directors for each watercraft and/or trailer stored. Fees for watercraft are based on length and width. The current fee is available from Seahorse Management.
- Wide body boats (in excess of 8'6" wide) will be charged an extra fee.
 - The Board of Directors will assess a fee for trailers stored only during the summer months (May through September 15)
- G. When boats are removed in the spring, boat owners are to clean their area and store blocks and other material in their garage. Old tarps and lumber are not to be left in the storage area. A \$50 boat yard fee will be assessed for those who store their boat in the boat yard and do not clean up the trash, garbage,

shrink wrap and any other personal items or other boat related items after their boat has left the yard.

- H. Watercraft are not allowed to be stored in the water over the winter months unless properly secured above the water on a boatlift.
- I. Watercraft and/or trailers may not be parked in any of the parking lots. Temporary parking in the gravel area north of the dumpsters may be obtained only by permission of the Seahorse office. Temporary parking may be approved for up to 48 hours, if space is available.
- J. Any watercraft having an expired license and/or that is non-operational will not be allowed to remain in the storage area unless a good-faith effort is being made to make the craft operational within a reasonable time.
- K. Watercraft and/or trailer repairs can be done only in the storage area north of the west garages.
- L. No watercraft over 32 ft. may be stored in the boatyard.
- M. All boats and trailers stored in the boat yard shall have identification as defined by the Seahorse Board of Directors.
- N. Kayak/Canoe/Dinghy Storage:
A limited number of spaces are available for rack storage of kayaks, canoes and small dinghies on the specially constructed racks located adjacent to the boatyard storage area. A license and annual fee is required from Seahorse Management to store such a watercraft. Watercraft must be stored in a neat and orderly fashion, and positioned or protected not to collect water.

End