

RULES AND REGULATIONS
OF
OCEANHOUSES AT SOUTHPOINTE ASSOCIATION, INC.

Preface

The Association adopted rule changes on March 19, 2021 that will go into effect 30 days from the posting date of March 20, 2021. These changes adopt a set of restrictions agreed to by unit owners who agreed in 2017 to have installed at their cost electric outlets and overhead lights adjacent to or inside storage cages in Oceanhouses' garages, which items then became common elements of Oceanhouses. These changes will help assure the continued safe and equitable operation of the installed electric outlets and overhead lighting:

- Rule 13 is added to set forth safety and operating conditions regarding electric outlets and overhead lighting installed in or near the storage cages in the garages
- Rule 13.5 is supplemented (via sentence 2) to prohibit the charging of electric automotive vehicles
- Re-number all subsequent rules accordingly
- DELETE the inclusion of the Ocean Village "Key Policy" as an addendum to these Rules and Regulations as it is no longer relevant.

PLEASE READ THESE RULE CHANGES CAREFULLY, AND INFORM YOUR GUESTS, FAMILY AND RENTERS AS WELL, AND PLEASE FOLLOW THEM IN ALL RESPECTS.

Section 1. Ingress and Egress

- 1.1 The sidewalks, entrances, passages, stairwells and like portions of the common elements shall not be obstructed nor used for any purpose other than ingress and egress to and from the condominium property and condominium parcels; nor shall any carts, bicycles, motor vehicles, carriages, chairs, tables and or any other object obstruct such ingress and egress at any time.
- 1.2 Sidewalks are to be used for foot traffic only. No bicycles, skate boards, roller skates, etc.
- 1.3 No person shall place any item on sidewalks, entrances, passages, stairwells, catwalks or any portion of the common elements. All items that are left on common property for more than two (2) hours will be removed. Bicycles appearing to be abandoned, rusted or in disrepair may be removed at the discretion of the Board of Directors.
- 1.4 No person shall place any type of plant, decoration or furnishing on the west catwalk by the railing or against the walls of the A or B units. Appropriate planters and furniture may be placed inside the area of the alcoves at C units. **All items placed in C unit alcoves must be removed and stored inside the owner's unit or storage area when the owner is not in residence during hurricane season.** Plants and planters within C unit alcove areas may not be attached to or growing on the wall as it will cause damage to the paint and stucco. No decorations may be placed or hung on walls in C unit alcoves or by the front doors of A and B units; i.e. house numbers, welcome signs, etc., without written approval of the Board of Directors. Any décor must be in good taste at the discretion of the Board of Directors. Any non-complying decoration, plant, or furniture may be removed at the discretion of the Board of Directors.

Section 2. Balconies, Walkways, Fences

- 2.1 No equipment, materials or other items shall be kept or stored on any balcony or under the outside stairs of the first floor balcony area of the condominiums. Placing and using patio-type furniture, planters and other items normally used on residential balconies are allowed. Beach chairs and umbrellas may be unobtrusively stored on balconies.
- 2.2 Owners are to repair, maintain and replace when necessary their unit screens and windows. Owners are to maintain and keep in neat, fit and clean condition the floor, interior walls and screens or enclosures of their balconies.
- 2.3 No articles shall be hung on or thrown from any window, door, railing, balcony, walkway, or other portions of limited common elements or common elements. Any owner wishing to hose off their balcony or shutters may do so if it is raining, if the units below are not occupied and the shutters are closed, or with the consent of the unit occupant(s) below. Power washing of balconies is prohibited unless done so by the

Management company at the direction of the Board of Directors. No clothes lines are permitted anywhere on condominium property.

- 2.4 Residents may not adorn or decorate railings of balconies or other common or limited common elements, except as allowed in 1.4.
- 2.5 No owner shall cover the balcony floor with or any type of carpet, rug or fabric. Tile is permitted as long as it is meant for outdoor use. The owner assumes all liability issues related to outdoor tile. Owner will be responsible for any tile damage due to Association repair/maintenance to the balcony that requires tile removal. Small doormats are acceptable at entry doors to unit.
- 2.6 No wind chime or other noise emitting item shall be placed or hung on any balcony, limited common element or common element.

Section 3. Elevators

- 3.1 No person shall use the elevator for moving furniture, appliances, construction materials or debris or other large objects without first installing the protective elevator blankets. Elevator blankets shall be removed and stored in the foyer storage area when move is complete.
- 3.2 No person shall hold, by any means, the elevator doors open for extended periods of time.
- 3.3 Smoking is not allowed in the elevators.

Section 4. Refuse

- 4.1 The Association provides collection services for residential household trash ONLY. Contractors performing work within Oceanhouses are required to remove debris caused by their work. Self-employed individuals shall not use Association receptacles to dispose of related trash. All refuse must be deposited in garbage/trash containers (dumpsters). Cartons and cardboard boxes shall be broken down, collapsed and tied if necessary. All other garbage/trash shall be placed in plastic bags and securely tied or closed before placing in dumpsters. No refuse or trash shall be left outside of dumpsters. No hazardous material such as paint, fuels, electronic equipment, etc. shall be placed in or outside of the dumpsters. No other refuse/trash shall be left outside of the dumpsters. For proper disposal of bulk items or electronic equipment, please check with Association Management.
- 4.2 Discarded cigarette butts or other littering is not permitted on the condominium grounds.

Section 5. Management Company Employees

- 5.1 No owner or occupant of a unit shall be permitted to request or hire or otherwise retain the services of any Management employee for any purpose during the hours in which the employee is working for the Management. The Management Company is solely responsible for directing and supervising the Management employees during their working hours.

Section 6. Nuisances

- 6.1 No owner or occupant of a unit shall make or permit any disturbing noises in any unit, on limited common property, or on the common property by themselves, their family, employees, agents, guests, tenants, licensees, or pets that would interfere with the rights, comforts, or conveniences of other unit owners or occupants.
- 6.2 Association owners, guests and renters are entitled to peace, quiet and privacy during their time at Oceanhouses. The use of drones (aka quadcopters) has increased in recent years, often to obtain aerial photographs and videos, and often by realtors engaged to sell property. Notwithstanding FAA or other rules that govern the operation of drones, to preserve the peace, quiet and privacy expectations of Oceanhouses' residents, commercial or hobbyist operators wanting to operate a drone on Oceanhouses' common property must obtain 24-hour advance permission from the Association. Operation will be limited to 10 minutes duration between 9am and 4pm, Monday through Saturday. No drone is to be operated within 100 ft. of any building or the pool. Photographic images are to only be of the general property and shall not include images of Oceanhouses' residents, renters or guests. Contact the property manager or the president of the Association to request permission and/or variances to these requirements. The Association will endeavor to notify all unit owners when permission has been granted.

Section 7. Alterations, Installations

- 7.1 In accordance with a vote at the Annual Meeting of March 17, 2005, the Board has pre-approved the installation or replacement of hurricane protection with white accordion style shutters. These shutters must meet all current codes and proper permits must be obtained. Pre-approval from the ARB was obtained on April 25, 2005. The shutter pre-approval was amended November 18, 2005 to include that new shutters are NOT to be installed against the glass sliding doors on the east balcony.
- 7.2 **HURRICANE SEASON RUNS FROM JUNE 1ST TO NOVEMBER 30TH.** Tropical storms have winds in excess of 38 mph and become hurricanes at 74 mph. Both can be named storms. In the event of a named storm 'watch' (the 48 hour notice) or 'warning' (the 36 hour notice) at any time of the year, or in the absence of an owner from his unit for

more than five (5) days during hurricane season, owners are required to have hurricane protection installed and closed on both the east and west sides of their units. Corner units are also required to have protection on the north and south sides. If a unit is unoccupied for more than fourteen (14) days outside of hurricane season, owners are required to have hurricane protection installed and closed on all exposed sides of their unit.

Owners must understand that it is their responsibility to comply with the above for the protection of their unit, surrounding units and Oceanhouses' property as a whole.

Neither Elliott Merrill nor its maintenance employees can be hired by a unit owner to perform these storm preparation duties once a storm warning or watch has been issued for Ft. Pierce by the National Oceanic and Atmospheric Administration.

If a unit is not protected in accordance with the above during hurricane season, Elliott Merrill and/or an outside service contractor may be hired by the Association to get the unit into compliance. The Association's service fee to the unit owner will be \$250 plus any property manager or outside contractor fees/costs. In the event of a hurricane watch or named storm warning, such fee will increase to \$500 for unoccupied units. In the event of a hurricane warning, such fee will increase to \$500 for occupied units.

If a unit needs to be prepared outside of hurricane season during a hurricane watch or named storm warning, the above fees apply except that the Association may waive \$250 of such fees.

If despite the effort of the Association the unit cannot be brought into compliance, any resulting storm damages are the responsibility of the unit owner.

To illustrate, hurricane shutters must be CLOSED as follows:

	Occupied Unit	Unoccupied Unit
Outside of Hurricane Season:		
No storm watch or warning	No action required	Close shutters if unoccupied >14 days - \$250 service fee applies for Association involvement
During hurricane 'watch'	Prepare to close shutters	Close shutters at 'watch' - \$250 service fee applies for Association involvement*
During storm 'warning'	Close shutters at 'warning' and prepare to evacuate	Close shutters at 'warning' - \$500 service fee applies for Association involvement*
During Hurricane Season :		
No storm watch or warning	No action required	Close shutters if unoccupied

>5 days

During storm 'watch'	Prepare to close shutters	Close shutters at 'watch' - \$250 service fee applies for Association involvement
During storm 'warning'	Close shutters at 'warning' and prepare to evacuate - \$250 service fee applies for Association involvement	Close shutters at 'warning' - \$500 service fee applies for Association involvement

* If the Association is involved in storm preparations on behalf of a unit owner during a storm 'watch' or hurricane 'warning' outside of hurricane season, Association may waive \$250 of its service fee - but property manager or outside contractor fees will still be charged

- 7.3 No unit owner shall install, erect or place any temporary furnishings or accessory such as, but not limited to, kiddie pools, tents, BBQ's or other items on common or limited common elements. Pool furniture shall not be removed from the pool deck.
- 7.4 Only curtains, drapes, plantation shutters and/or blinds shall be installed on windows and glass doors and shall be white or off-white in color. Owner, occupant or tenant will be required to remove all other forms of window covering.
- 7.5 Any new interior flooring that is made of tile, laminate, or wood (anything but carpet) shall be laid over a sound-deadening underlayment that meets a minimum of IIC rating of 70. Owners will need to have proof through receipts, pictures, etc. that such a floor underlayment has been installed, and will be available for the Board of Directors review upon their request.
- 7.6 East-side balconies are limited common elements, meaning that the concrete structure of the balconies is common property whose access and use is generally limited to a specific unit. To preserve the structural integrity of the concrete, the floor coating of balconies that have not been permanently enclosed by the unit owner must be sufficient to prevent moisture penetration and concrete deterioration. When constructed, balcony floors were coated by the builder. Some units have had floor coverings (e.g.: ceramic tile) installed over the coating. [NOTE that carpeting or other water-retaining material is not allowed on an exposed balcony floor (Rule Section 2.5).]

Whether covered or not, it is the unit owner's responsibility to maintain the floor coating. In the event the coating material or covering (e.g.: tile) is to be replaced, the unit owner must notify the Association in writing in advance of any removal or replacement and follow the Association's subsequent instructions regarding the replacement.

7.6 Storm doors on the west entrance of a unit were pre-approved by the Board of Directors in September 2005 as follows:

- a) Must be forest green in color.
- b) Must be full glass/screen, no solid panels.
- c) Installer is required to obtain any necessary permits.

Section 8. Signs

8.1 No signs other than decorative wall signs (see point 1.4) shall be exhibited, placed, inscribed or affixed in or on any portion of the limited common elements or common elements.

Section 9. Barbequing

9.1 No barbequing or cooking by any manner shall be permitted on any limited common element or common element of the Association property.

Section 10. Flammable Substances Storage

10.1 No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any unit, limited common element or common element, except one federally approved gasoline container with the maximum capacity of 2 gallons. **PROPANE storage** is strictly prohibited with the exception of a maximum of 2.5 lb. barbeque canister. No fuel storage is allowed during an owner's absence.

10.2 Fireworks or the setting off of fireworks are not allowed within the confines of the condominium property.

Section 11. Pass Keys

11.1 The Association has the irrevocable right to access each unit during reasonable hours when necessary to repair, maintain, exterminate or replace any common element or for emergency repairs which are necessary to prevent damage to the common elements or other units. Each unit owner must provide the Association with a means of access in case of emergency as set out in the governing documents. In the case of an emergency, if the Association does not have a means to access a unit, a locksmith will be called to gain access or access will be gained by necessary means and the cost will be charged to the unit owner.

Section 12. Vehicles and Parking

- 12.1 The speed limit within the condominium property is eleven (11) mph.
- 12.2 All vehicles shall be maintained in good repair. This includes mufflers, which shall meet State Standards to control noise. Vehicles that leak oil, gasoline, grease or any other substance that damages the pavement or other limited common element or common elements are prohibited. Vehicles which cannot operate under their own power or unlicensed vehicles shall not be permitted on limited common elements or common elements unless permission has been given in writing by the Board of Directors.
- 12.3 A resident must give notice to the Management Office identifying himself and his unit number no later than the first regular business day after arrival, by telephone or through their website, of the vehicle make, model, license plate number, date in and date out of any guest staying in their unit for one week or longer.
- 12.4 Under-building parking spaces are designated for the exclusive use of the unit to which it is assigned in the governing documents. Transfer or assignment is not allowed independent of change of ownership of a unit. Vehicles must comfortably fit within the confines of the designated parking spot to not encumber access to neighboring vehicles. Owners, occupants and guests are required to obtain the appropriate vehicle parking stickers or tags from the Ocean Village Office. Outside parking spaces are not designated.
- 12.5 No commercial vehicles, boats, trailers or RVs shall be parked overnight on the common property.
- 12.6 The Board of Directors or its agents shall have the right to tow any unauthorized vehicle at the owner's sole expense.

Section 13. Use of Electric Outlets and Lighting in Garages

- 13.1 No unit owner may install or have installed any electric line, light, outlet, etc. in the garage or any storage unit. Any existing owner-installed electric line, light, outlet, etc. will be removed (for safety and liability reasons) by an Oceanhouses' employed contractor without compensation to the unit owner.
- 13.2 Any electric line, light, outlet, etc. can only be installed in the garage (a common element) or storage unit (a limited common element) by an Oceanhouses' employed contractor. Any such installation becomes the property of Oceanhouses (whether paid for by Oceanhouses or a unit owner) and as such Oceanhouses is responsible for the operation, repair, electricity used, etc. of the installation.
- 13.3 Light fixtures are to be used only as a light fixture and not as an alternative power source.

- 13.4 Cords from outlets must be an appropriate gauge for the task. When a cord from an outlet crosses over an area where the public walks, care must be taken to minimize the risk of a trip hazard. No cord from an outlet shall be placed where vehicles travel. No cord from an outlet shall touch, run through or be suspended from a fence or from an overhead pipe or pipe hanger, etc. All cords must travel from the outlet to the device on the ground only.
- 13.5 No household appliance, such as a refrigerator, freezer, stove, microwave oven, washer, dryer, humidifier, dehumidifier, air conditioner, etc. may be plugged into any common element electric outlet. No electric automotive vehicle may be charged from a garage outlet. "Trickle" and other automotive battery chargers (equipped with an automatic shutoff feature) can be used to keep a charge in an automotive battery for months at a time provided the charger and its cords are operated safely in accordance with manufacturer's instructions and without risk to passers-by.
- 13.6 No electric tools may be plugged in other than tools that are temporarily used during a task by a unit owner. No contractors hired by unit owners may use garage outlets to power saws, tile cutters, compressors, etc. Such work should be done inside units or in the parking lot using the contractor's power source.

Section 14. Pets

- 14.1 No person shall keep any pet upon the condominium property except as follows:
- Owners, tenants or other residents (hereinafter Occupant) may keep as pets domesticated cats, dogs, birds, and other mammals. Occupants may not keep more than two (2) pets per Unit, which pets shall not exceed an aggregate weight of 150 lbs., exclusive of service dogs. No occupant may keep exotic cats, non-human primates, fowl, reptiles, obnoxious animals, farm livestock or zoo-type animals on the condominium property. The determination of what may be an obnoxious animal, fowl or reptile shall be determined by the Board in its sole and absolute discretion.
- 14.2 All pets must be on a leash at all times when outside their unit and must be curbed or carried when on common elements.
- 14.3 It shall be the Occupant's obligation to remove and otherwise properly dispose of their pet's waste material from the condominium property. Failure to remove and dispose of the pet's waste material shall be deemed a nuisance. Failure to pick up waste will result in a written warning for the first offense and a fine for each subsequent offense.
- 14.4 No animal shall be left on a balcony or any of the other common or limited common elements without the owner being present.
- 14.5 If the pet of any Occupant shall make excessive noise or otherwise act in a way which is obnoxious to, or otherwise interferes with the quiet enjoyment of the Occupant of

another unit, then the Board may issue a warning, if further incidents occur with respect to the same pet then the Board may fine the unit owner. If further incidents shall occur with respect to the same pet or Occupant after the initial fine, then the Board may fine the unit owner for each day that the interference of the quiet enjoyment of the other Occupant remains uncured.

14.6 The Board shall have the right to order the removal of any pet which, **in the Board's sole and absolute discretion**, is considered a nuisance and the same shall be done without compensation to the owner of the pet.

14.7 **THINGS TO KNOW:**

- i) Ft. Pierce City Ordinance required that all dogs and cats within City limits for a period of six (6) months or more to have a Ft. Pierce animal license.
- ii) All owners of pets must complete and submit a Pet Permission Form to the Ocean Village office.
- iii) Oceanhouses is your property, please help ensure pet owners are removing their pet's waste from your property.

Section 15. Pool Rules

POOL HOURS ARE DAWN TO DUSK. (Anyone wishing to swim after Oceanhouses pool hours can use the community pools, some of which are open until 10:00 p.m.)

15.1 Oceanhouses pool is a private pool that is operated and maintained by 72 unit owners through their monthly maintenance fees; its use is for Oceanhouses occupants and their guests only.

15.2 Diapers worn by an infant or any other person must be a 'swimmer' diaper.

15.3 It is a violation of Florida Law and the Rules of Oceanhouses to bring or allow pets on the pool deck or in the swimming pool

15.4 No food, drink, or smoking in pool. No smoking on pool deck.

15.5 No food, ceramic, glass or any other breakable item is allowed on pool deck.

15.6 No diving.

15.7 **NO LIFEGUARD.....SWIM AT YOUR OWN RISK!!**

15.8 Children under 13 must be accompanied by an adult over 21 years of age.

15.9 Remove any tar and/or sand before entering the pool area.

15.10 All persons entering pool must shower each time they enter the pool.

- 15.11 Persons with any infections or contagious health conditions are not permitted to use the pool.
- 15.12 Chairs and lounges must be covered with a towel before use.
- 15.13 Pool keys are required to open the pool gates. Each unit has received two (2) keys.
Gates are to be locked at all times.
- 15.14 Pool area is restricted:
- No pets
 - No bicycles, skates, skateboards, surfboards, boogie boards, etc.
 - No toys of any kind (that includes balls, Frisbees or floats)
 - No fishing equipment
 - Children's arm flotation devices are allowed
- 15.15 No disturbances such as, but not limited to, diving, running, boisterous conduct, ball throwing or radios will be permitted which will interfere with the peaceful pursuit of other bathers and the homeowners who overlook the pool.
- 15.16 Proper swimming wear is required...no cut-offs, tank tops, shorts or other inappropriate attire. It is a rule of Ocean Village that persons wearing bathing suits away from pool areas or beach must wear an appropriate cover-up.
- 15.17 Oceanhouses does not have a pool attendant; all pool furniture is to be returned to its proper location, fold the back of lounge chairs down, **close and tie umbrellas when you leave the pool area**. Pool furniture shall NOT be removed from the pool deck.
- 15.18 Guests per unit are limited to four (4), anyone who wishes to have more than four guests may obtain written permission from the Board. Day guests must be accompanied by an owner. Anyone wishing to have a private function around the pool may seek written permission from the Board.

Section 16. Lighting

- 16.1 All exterior lighting shall be installed and maintained in accordance with lighting schematics and cut sheets approved by the Bureau of Protected Species Management in the Office of Environmental Services of the Florida Fish and Wildlife Conservation Commission, or its successor, and no additional exterior lighting is authorized.
- 16.2 All balcony lights shall utilize (turtle friendly) incandescent or LED bulbs of 50 watts or less for any lighting facing east and/or visible at the top of the dune from the beach.

Section 17. Leases

- 17.1 If anyone other than the unit owner uses the unit for any length of time without the presence of the owner, for which remuneration of any kind is received by the owner or the owner's proxy, such arrangement is considered the rental of the unit, requiring a lease. Such lease is thus subject to the provisions of this section.
- 17.2 No lease shall be for a term of less than thirty (30) days or more than two (2) years. No unit shall be leased or subleased more than three (3) times in a calendar year.
(Declaration: Article XVII 6)
- 17.3 All leases must be written and forwarded to Management prior to the start of the lease.
- 17.4 A copy of the lease must be forwarded to the Association or its Agent within three (3) business days of signing. All tenants must acknowledge that they have received and will observe all provisions of the By-Laws and these Rules and Regulations, as may be amended from time to time. All leases must be approved by the Association or its Agent.
- 17.5 Should the owner fail to forward a lease, the Board of Directors will send notice to the owner to correct the omission. If the omission is not corrected within fourteen (14) days, the Board may levy a fine.

Section 18. Unit Owner Responsibility

- 18.1 Each unit owner will make his family members, guests, visitors, tenants, agents, or contractors, etc. aware of the recorded Documents of Oceanhouses at Southpointe, Inc., these Rules and Regulations, as amended from time to time, Ocean Village Rules and Regulations, as amended from time to time, and to apprise them of the importance of compliance herewith.
- 18.2 The owner is expected to leave a copy of these Rules and Regulations and the Rules and Regulations of Ocean Village within easy access for any occupant of the unit.
- 18.3 **Each unit owner is required to furnish a purchaser with a copy of the recorded Condominium Documents, and these Rules and Regulations, as amended from time to time; Ocean Village recorded Documents, and Rules and Regulations as amended from time to time.**
- 18.4 Each unit owner and occupant, jointly and severally, shall be responsible for damages caused by owner, occupant, tenant, guest, contractor, pet, etc. to the common elements, and Association property, including all facilities and equipment used in common by owners and occupants and their guests, family members, agents, etc. This liability for damage includes damage caused by the delivery, installation or moving of

personal items. **Owner shall be responsible to verify that any contractor under their employ, shall have adequate and appropriate insurance.**

- 18.5 Each unit owner and occupants shall be responsible for any violation of the Declaration of Condominium, Articles of Incorporation, By-Laws, and the Rules and Regulations, as may be amended from time to time, by any tenant, guest, family member, agent, etc.
- 18.6 All complaints and suggestions to the Board of Directors must be in writing (or email) and signed by the owner or occupant and submitted to the Management Company.
- 18.7 **Owners must shut off water valves when owner(s) will be absent from the unit for more than 24 hours.**
- 18.8 Owners will limit non-emergency construction/renovation to the hours between 8 a.m. and 6 p.m., Monday through Saturday. If possible, major renovations should ideally be done in the off- season, from May 1 to September 30.

Section 19. Miscellaneous

- 19.1 The invalidity in whole or in part of any provision, sentence, clause, phrase or word contained in these Rules and Regulations, shall not affect the validity of the remaining portions herein, all of which shall remain in full force and effect.
- 19.2 The captions in these Rules and Regulations are inserted only as a matter of convenience and for ease of reference and in no way define or limit the scope of these Rules and Regulations.
- 19.3 The failure of the Association to enforce any provision of the Rules and Regulations shall not constitute a waiver of its right to do so thereafter.
- 19.4 The Board of Directors is authorized to impose fines in accordance with the procedures set forth in our Declaration of Condominium and By-Laws.
- 19.5 All monies received from fines shall be allocated as directed by the Board of Directors.

Limited exceptions to Rules and Regulations may be made with written permission from Board of Directors.

Board of Directors
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