

**OCEAN VISTAS CONDOMINIUM ASSOCIATION, INC.**  
**RULES AND REGULATIONS**

Revised 02.12.2018

**GENERAL**

1. Responsibility for repair of damage caused to common areas, common elements and limited common elements, including but not limited to elevators, walls, landscaping, appurtenances, properties or equipment will be that of the owner of the unit whose family, guest, employee, agent, invitee, lessee, or renter caused such damage. The owner will be responsible for all repair/replacement costs.
2. Individuals who violate Association Rules and Regulations may be asked to identify themselves and the condominium unit in which they reside. Anyone refusing to identify him/herself and his/her unit number, upon request by an Association Member, Management, Security Officer or a Board Member, will be treated as a trespasser and the proper authorities will be called. Association personnel are to be courteous at all times, and identify themselves.
3. No lease of a unit shall be for a period of less than one (1) week. Ocean Vistas is a private residential condominium and this rental policy is strictly enforced.
4. Noise, which disturbs others, shall not be permitted if avoidable. The volume on television, radio, stereo or other musical and sound devices shall be maintained at a moderate level at all times, especially during the hours from 10:00 p.m. to 8:00 a.m. daily.
5. Toys and vehicles, such as tricycles, bicycles, skates, skateboards, scooters and the like which are ridden or propelled shall not be utilized in any of the common elements and common areas of the buildings or grounds other than those areas which may be specifically designated for their use. The operation of such equipment in the garage area is prohibited at all times. However, bicycles may be ridden on driveways between drive-thru garage doors and Atlantic Avenue, for the purpose of egress and ingress.
6. Bicycles taken to and from the condominium must enter and exit through the garages only. Bicycles must be stored in the areas so designated in the garages. Bicycles are not permitted to be stored in walkways. The Association takes no responsibility for bicycle storage.
7. Children under the age of fourteen (14) shall not be permitted to loiter or play in the stairways, common area walkways, lobbies, Club Room, Fitness Center, bathrooms, saunas, elevators or garage area.
8. The American flag and seasonal decorations between Thanksgiving and January 6th are permitted on balconies. No signs, signals, advertisements, or illumination shall be inscribed or exposed on or at any window, or other part of the building including the common walkways or

any common area, unless approved in writing by the Association as per Daytona Beach Shores' Regulations.

9. No outside shades, awnings, hurricane shutters, or window guards shall be used, except those put up or approved by the Association.

10. Tobacco use in the elevators is specifically forbidden and punishable by State law. Elevators should be kept clean and free of sand and debris.

11. No tobacco use (smoking) or use of e-cigarettes is permitted inside the building (including the Clubroom) although nothing herein prohibits their use inside condominium units and on their balconies.

12. No owner, lessee, renter or guest shall interfere in any manner with any portion of the lighting, heating, air conditioning, security system or other apparatus used for the common areas and common elements.

13. Owners' names and signs are not permitted. The Association will specify and procure identification signs for use on the mailbox, directory and intercom panel.

14. Rugs, towels, blankets and other articles shall not be beaten or shaken in stairways, hallways, walkways, lanais, or on balconies. Dust and litter shall not be swept from a condominium into any passageway or from any balcony.

15. Common areas, common elements and limited common elements shall not be used for the storage of furniture or other personal property. Hazardous or flammable materials may not be stored anywhere on the property.

16. Proper attire must be worn at all times (e.g. shoes, shirts, cover-ups). Beach and swimming attire may be worn only with appropriate cover-up in the elevators and lobbies, and other common areas. Nudity and indecent exposure will not be tolerated in any public or common area, including any area exposed to public view.

17. Grocery carts and luggage racks are available for the convenience of all. Promptly return them to the proper area—cart return rooms on each floor or the garage levels. Carts and racks are not to be used in, or stored in the lobby at any time. Carts and racks are not to be used for any purpose other than temporary transport from vehicle to unit and back. Carts shall never be taken out of the building to pool or beach.

18. The pest control service, which makes quarterly visits, must be permitted entrance into each condominium by owners or occupants to insure adequate control of bugs and insects. The Association, having the obligation to protect the common elements will enter any units, where no owner is available to allow access, by using the provided owner's key

19. Dry off before entering building, as tile floors can be hazardous when wet! Footwear and

cover-ups must be worn to and from the pool area at all times. Bare feet are strictly prohibited on common walkways and in the elevators, lobby areas, garage, and in the Clubroom and Fitness Center.

20. Owners must make arrangements directly with work crews or decorators (or the Association Concierge, if available) for entrance to their unit although Ocean Vistas staff will not be responsible for assisting or remaining with work crews or decorators beyond providing access.

21. Rinse sand off after returning from beach to pool area using provided outside shower and hose. Do not use pool to rinse off any —boogie boards or other beach items.

22. Unit owners may NOT adjust TEMPERATURE controls on pool, the spa, or common areas.

23. Keep your units secure; however, the Association must have reasonable access for repairs and immediate access for emergencies. In addition, the provisions of Security Rule 2, which shall govern access to units.

24. Owners who are absent for more than a few days should turn off the unit's main water valve and unplug small appliances. If gone more than one (1) month, make arrangements to have toilets flushed and water run through sink and tub/shower drains (prevents gas build-up). Also set temperature at 78 degrees to maintain proper humidity levels.

25. The maintenance staff works for the Association; please do not ask for personal work to be done in your unit during normal working hours, except in an emergency.

26. With regard to written inquiries filed pursuant to Section 718.112(2)(a2), Florida Statutes, the Association will only respond to one (1) written inquiry per unit in any given 30-day period. If more than one (1) written inquiry is submitted by a unit owner during a 30-day period, the additional inquiry or inquiries will be responded to in the subsequent 30-day period, or periods as applicable. In order for a written inquiry to be considered, it must conform to all the requirements of Section 718.112(2) (a2), Florida Statutes, it must be dated, and it must identify the author or authors of the written inquiry and their unit number or numbers. The aforementioned does not include the reviewing of normally generated OCEAN VISTAS documents.

27. Moving or deliveries are only permitted Monday through Friday between the hours of 8:00 a.m. to 3:30 p.m. excluding weekends and holidays and may be extended to include Saturdays with Manager/Association approval. Deliveries must be scheduled with Management. Under no circumstances will any moving of large items or furniture deliveries be permitted through the main lobby. Each Unit Owner and such Owner's tenants, guests and invitees will be held jointly and severally liable for any damage to Condominium Property caused at any time, specifically including during the course of moving in or out, and during delivery operation(s). Reasonable

care should be taken avoid damage at all times, especially to doors, floors, walls and elevators.

28. Fireworks and laser pointers are **strictly prohibited** on Ocean Vistas property.

## **BALCONIES AND WINDOWS**

1. It is prohibited to throw cigarettes, cigars, or any other object from the balconies or windows. Throwing any item is considered dangerous and will result in eviction of guests and fines for owners.

2. It is prohibited to use walkways, windows, balconies, outdoor furniture and other common elements of the building to hang or dry garments, towels, bathing suits, rugs and other small items.

3. The use of charcoal or propane gas grills is illegal and prohibited on balconies, in units or on any Association property. This will be enforced in accordance with State and local fire ordinances.

4. Walkway and Balconies shall not be used for storage. Elevator vestibules serving two units are fire exit lanes. No floats, coolers, furniture, beach chairs, etc., shall be left in these areas at any time.

5. Feeding birds from the balcony, pool or any Association property is strictly prohibited.

6. Hose cleaning of balconies is prohibited except during a rainstorm. Additional monthly date may be set by Association Manager to permit hosing by stack, working with unit owners.

## **SECURITY**

1. Lobby doors, garage doors and service entrance doors, and pool gates shall not be opened for unknown or unidentified persons. Do not allow such persons to follow you into the building, the garage, or from the beach access. Lobby doors, pool deck doors, garage doors, and service entrance doors and pool gates shall not be placed ajar. All doors must be secured (closed and locked) after entering or leaving. Advise strangers to call those they wish to visit on the security phone.

2. Unit access shall occur and be governed by the following rules:

A. Each Unit Owner and Unit occupant shall be obligated to provide a key to all locks on the doors of the Unit to the Association. Whenever lock is changed or added the Unit Owner or Unit occupant, if different, must supply a new key to be kept in the key vault.

## B. EMERGENCIES:

1. When there is reasonable cause to believe that an emergency exists which endangers or has the apparent imminent potential to endanger the health, safety or welfare of any resident or to cause material or substantial damage to the condominium property, entry into a unit may be made by a person or agent at the direction of the Association or its managing agent, without prior notice or accompaniment and with instructions to take all necessary and appropriate actions to protect the persons or property involved.
2. As soon as practical after the emergency arises, the Association shall notify the civil authorities, the unit owner(s), the residents of the unit(s) and the owners and residents of adjoining units, of the emergency and the Association's actions. The Association shall take appropriate action, including the hiring of qualified workmen to abate or mitigate the emergency conditions, to secure and protect the condominium property, including without limitation the unit which has been entered and the property therein. When the emergency has passed, the Association shall cause the log hereinafter discussed to be completed.
3. No personal property within a unit may be removed, disposed of or destroyed by the Association without the prior consent of the resident of the unit and the unit owner, if different, unless the condition of the property is a cause or potential imminent threat to cause material or substantial harm or damage.
4. These rules are intended to supplement and not to limit, and should be read in a manner consistent with the Association's emergency powers, as contained in Section 718.1265, Fla. Stat. or its successor, as they may be amended from time to time.

## C. NON-EMERGENCIES:

Except as provided above or by law in the case of emergencies, whenever in the course of performing its lawful duties, it shall be necessary or desirable for the Association to enter a private residential unit for any purpose, no entry shall occur without satisfaction of each of the following conditions:

1. The giving of prior notice to the Unit resident and the Unit Owner, if different. Notice shall be given by the best means available and shall be given to the location designated by the resident or Unit Owner for such notices. The Association shall establish and maintain a list of emergency contact information for each Unit Owner and Unit resident, which it shall continuously update. At least once annually, the Association shall remind Unit Owners to update their contact information, which shall include a request to designate a local alternate emergency contact person. In the absence of a response from a Unit Owner or Unit resident, the notice to the Unit Owner shall be at the location designated by the Unit Owner for receiving official meeting notices, and the notice to the Unit resident, if different, shall be at the Unit. The notice shall also be sent via email to any email address known to the Association for the Unit Owner and Unit occupant.

If no e-mail address is known to the Association, then notice shall be posted on the Unit door.

2. The Association shall not give less than 24 hours prior notice before entry. The notice shall state the purpose(s) for which unit entry shall be made, the identify, whether by name or title, of not less than two (2) persons who will make the entry, the expected time of entry and the anticipated duration of the entry. In the absence of a third party vendor, the entry shall be made by not less than two duly authorized representatives of the Association.

3. In instances where a third party contractor or vendor is performing services on behalf of the Association inside a private residential unit, the vendor or contractor shall be accompanied by at least one employee, managing agent employee, officer, director or committee member appointed by the Board or its managing agent. The Association representative shall be present throughout the entire period of entry into each unit for the purpose of safeguarding the personal property and ensuring that the premises are secured when entry is concluded.

D. In the event a Unit Owner or Unit resident declines to permit the Association to exercise its lawful right of entry or otherwise obstructs entry, after additional notice, which may be telephonic, in addition to those persons specified above, the Association shall engage a locksmith and an off-duty police officer to attend, facilitate and witness the entry. The cost of removing and replacing the lock(s) and of the officer's attendance shall be the joint and several responsibility of the unit owner and resident, payment of which shall be a condition precedent to obtaining a key for the replacement lock.

E. The Association also shall maintain a log of all unit entries, listing the information required by this rule to be provided by the Association to the Unit Owner and Unit resident (a copy of each notice shall suffice) along with proof of notice for each entry. The log shall show, at minimum, (i) The efforts made to attempt to contact the Unit Owner and/or Unit occupant for access, and (ii) the Unit Owner's or Unit occupant's response, if any, and (iii) the reason for the entry, and (iv) the names and authority of persons entering unit, and (v) the date and time of entrance and exit to and from the Unit, and (vi) a description of all corrective actions taken while in the Unit.

## **LESSEES and RENTERS**

Lessees are defined as more than one (1) month. Renters are defined as less than one (1) month.

1. Owners or Rental Agencies must present a copy of the rental or lease agreement to Management prior to each occupancy. Such agreement should contain contact information, unit(s) being leased or rented, and arrival and departure dates.

2. Minimum rental terms shall be for a) one (1) week period; b) maximum of eight (8) persons in a two (2) bedroom unit, ten (10) persons in a three (3) bedroom unit, and 12 persons in a four (4) bedroom (media room) unit. In no event shall these foregoing limits be interpreted to permit occupancy by more than a single family. (Article 11.1 of the Declaration of Condominium limits use of a unit to a single family.)

3. All lessees and renters and guests, will be provided parking passes to display on the vehicle upon completing the required Registration Form and submitting it to the Concierge before the published deadline, or in the case of guests of owners, upon approval of the parking request made by the host. Vehicles without a proper vehicle pass may be towed. Reasonable, occasional requests for additional parking passes may be made by any owner by providing vehicle information to management and may be granted on a space available basis during non-peak periods. Nothing in this policy implies that owners may request extra parking passes for their guests or renters more than ten times per year. These passes are not transferable.

4. Owners are responsible for the actions, behavior, and any damage caused by their lessees, renters, or the guests and invitees of same, to any portion of the Condominium Property. It is the responsibility of each Unit Owner to make sure that their lessees, renters, and guests are aware of ALL the Rules and Regulations, as well as the provisions of Article XI of the Declaration of Condominium. The Association requires that a complete copy of the Rules and Regulations and said Article XI be available in each leased/rented unit and that each renter and tenant acknowledge receipt of same in writing. If the unit owner has not provided a signed copy of receipt executed by the lessee or renter at the time of check-in, the lessee or renter will be required to sign a receipt indicating that they have read and understand the Rules and Regulations and Article XI of the Declaration of Condominium. This receipt will remain on file with the Association during the lease/rental period. Parking passes will not be issued without an executed receipt on file.

## **TRASH AND GARBAGE**

1. All REFUSE going into the trash chute MUST BE BAGGED in plastic and TIED SECURELY. Trash chutes are located in the Rubbish Room--one is located on each floor.

2. Any trash bags too large for the chutes shall be taken to dumpsters located in the Ground Level Parking Garage near garage doors.

3. The following items SHALL NOT be placed in the trash chute but placed and neatly stacked by the Ground Level Parking Garage Dumpster: large cartons (must be broken down); wooden boxes or crates; bulky packing material; paint or hazardous material; plants or wood.

## **PETS**

### **Pet Restrictions**

A maximum of two (2) domesticated dogs, cats, or birds (or any combination thereof) may be maintained in a Unit, provided such pets are:

- a) permitted to be so kept by applicable laws and regulations,
- b) not left unattended on balconies or in common areas,
- c) not a nuisance to residents of other Units or neighboring buildings,
- d) not a Pit Bull, Rottweiler, German Shepherd, Doberman or other breed considered to be dangerous
- e) the animal does not exhibit any aggressive behavior,
- f) the animal has not been involved in any prior incidents of biting or harming an individual at any time or location,
- g) the animals may not weigh more than eighty (80) pounds of combined total weight, and
- h) no pets shall be maintained in any limited common element storage spaces.

Any issues concerning the above shall be decided solely by decision of the Board of Directors, provided neither the Board nor the Association shall be liable for any personal injury, death or property damage resulting from a violation of the foregoing, and any occupant or Owner of a Unit committing such a violation shall jointly fully indemnify and hold harmless the Board of Directors, any other Unit owner damaged and the Association for any such claim or liability including attorneys

1. Pets may include dogs, cats, fish aquariums, and birds. They are limited to their interior confines of the unit unless accompanied by owner. Pets shall be leashed or carried when in the common areas. Absolutely no rodents, snakes, insects, or potentially invasive animals are allowed.

2. The board on a case-by-case basis will make exceptions for owners with medical or physical problems.

3. Any pet leaving a condominium shall be adequately contained or leashed while in the common areas. Pets are not permitted in the Clubroom or the Fitness Room.

4. Pet owners are required by law to clean up after their pets. There are no exceptions and violators may be subject to fines.



5. No pet is allowed in the pool, in the spa or on the beach per state and county law. No pet is allowed on the pool and spa decks unless required by law to be permitted.

6. No pets shall be bred or maintained for commercial use.

7. Pets must have required immunization, flea control, and vaccination shots as recommended by the American Veterinary Association. Such documentation shall be provided to the Association upon registration as a guest or as requested of unit owners. Guests bringing pets to Ocean Vistas shall provide shot records at the time of registration for their visit and not upon arrival.

8. Any pet which creates a nuisance to residents must be removed immediately. Barking dogs will not be tolerated.

9. If a pet causes injury or damage, it is the sole responsibility of the owner to provide reimbursement. The Association is not liable.

10. Family members, lessees, renters, and guests using an owner's unit are subject to the same rules as the unit owner. **A unit owner who rents his or her unit can restrict lessees or renters from bringing pets to the unit while renting, and are encouraged to do so.** At no time will more than two pets be allowed in a unit.

### **POOL AND HOT TUB/SPA**

The pool area is for the exclusive use of Ocean Vistas Owners, their guests; lessees, and renters. The pool is not for the continued use by non-resident friends, guests and family members unless such persons are accompanied by the unit owner, residing in the owner's unit, or pre-registered with Association Management. For purposes of the above, accompanied by owner shall mean the owner is present either at the pool or in the owner's unit. Any exception to this policy must be approved in advance by the Board of Directors.

1. Rules for use of the pool and the pool area and spa are posted and will be enforced by the Association Management, or by the owners.

2. Pool hours shall be determined by the Board of Directors and shall be posted at the pool.

3. No lifeguard is on duty. Use the pool at your own risk.

4. Owners are responsible for the conduct and safety of their children and guests at all times while using the pool or hot tub.

5. Adults who are incontinent and children who are not toilet-trained must wear ecology type garments/protective pants. Children who are not toilet trained may not be in the spa.

6. Children under 12 years old are not permitted without adult supervision in the pool or hot tub/spa, per Florida law. The spa is not a children's pool when not in use.
7. Admittance to the swimming pools/hot tubs shall be refused to all persons with medical conditions that might cause a concern to other people such as infections, inflamed eyes, open sores or wearing bandages unless such bandages are environmentally-contained.
8. Remove sand, tar, or oil before entering the pool and/or building. Rinse sand off after returning from beach to pool area using provided outside shower and hose. Do not use pool to rinse off any boogie boards or other beach items.
9. All must shower before entering the pool or spa. Shampooing is not permitted in pool area.
10. Dry off before entering the building. Tile can be hazardous when wet. Footwear and cover-ups must be worn to and from the pool area at all times. Bare feet are strictly prohibited on common walkways and area and in the elevators, lobby areas, garage, in the Clubroom and Fitness Center.
11. No glass containers are allowed on the pool and spa decks, in the pool or in the hot tub/spa and no food is allowed within four feet of the water's edge, per Florida law.
12. No jumping or diving. No running, rough play or throwing of any objects (i.e. Frisbees, balls, etc.) Water balloon slingshots and water balloon throwing is prohibited and will result in eviction and/or fines for owners. No water pistols, guns or similar items are allowed in the common areas or on community property.
13. Soft floats, boogie boards or any object that becomes a nuisance to others are not allowed in the pool. Fun noodles and life vests are permitted. Remote-controlled toys are not allowed if it becomes a nuisance to others.
14. Animals are not allowed in the pool or in the pool and spa deck areas unless required by law to be permitted.
15. Only bathing suits are to be worn in the pool and spa unless more restrictive and less revealing clothing is required by religious belief, provided that such clothing may not create a hazard to any person or equipment.
16. Only battery-operated radios/music players are permitted in the pool area. The volume should be maintained at a level so as to not disturb others.
17. Furniture **shall not** be removed from pool area.

18. Cover chairs and lounges with towels or cloth when sunbathing with tanning oils or sunscreens as a courtesy to others.
19. Pool furniture cannot be reserved by placing towels or other objects on it, except when you are in the pool. Do not place towels on the furniture when going to the beach.
20. All pool gates must be locked at all times. Lock gates after each opening. Owners must make keys available to their guests, lessees, and renters.
21. No one, at any time, may climb or jump over a fence on community grounds.
22. Only AUTHORIZED Association personnel can adjust pool or hot tub thermostats and controls. Unit owners, guests, lessees, renters, and visitors, tampering with controls at the pool (other than the timer of the hot tub) are specifically prohibited.
23. Do not walk in the landscaped areas.
24. Proper attire must be worn at all times (e.g. shoes, shirts, cover-ups). Beach and swimming attire may be worn only with appropriate cover-up in the elevators and lobbies, and other common areas. Nudity and indecent exposure will not be tolerated in any public or common area, including any area exposed to public view.

### **TOBACCO POLICY**

1. For the purposes of this regulation, tobacco is defined as holding or using lighted tobacco products of any kind including without limitation, cigarettes, cigars, pipes and the use of smokeless tobacco.
2. Smoking is prohibited in all interior common areas as per the Florida Clean Indoor Act effective 10/1/92.
3. Please remove cigarette butts from any Association property and place in a proper receptacle.
4. Owners are encouraged to prohibit smoking within their rental/leased units.

### **CLUBROOM**

1. Each owner is responsible for any damage done to the Club areas by guests, lessees, renters, family members, pets, employees, agents or commercial companies that are here for owner purpose. The owner will be responsible for all repair/replacement cost and clean up cost.

2. Proper attire is required. This includes shirts and shoes. Swimwear, bare feet and beach towels are not allowed. Positively no pets permitted at any time.
3. Children under 14 must be chaperoned by an adult (18 years of age or older) – no exceptions.
4. The Clubroom is normally only available between 9:00 a.m. and 11:00 p.m. with clean-up (if necessary) to be completed by midnight.
5. Users of the Clubroom must remove all food and drink containers and other trash, replace furniture to its original position and turn off the lights upon departure.
6. If kitchen is used it must be cleaned and all appliances turned off upon departure.
7. Pool table equipment is to be handled with care and replaced in wall rack.
8. Music should be played at a reasonably moderate level in consideration of others.
9. Decorations should be limited to those that do not require tape or push pins to attach to walls, ceiling or painted surfaces.
10. All Clubroom activities and parties are to conclude by 11:00 p.m., except for New Years Eve (1:00 a.m.).
11. Private functions are allowed. Currently, commercial functions are allowed but the Association reserves the right to terminate commercial use in the future. See Clubroom Reservation Policy for reservation of Clubroom.
12. Only invited guests will be permitted entrance to Clubroom when a private function is sanctioned by Office Manager and an approved sign posted on door.
13. No smoking allowed. The reserving owner is responsible for informing guests of our smoking policies.

### **CLUBROOM RESERVATION POLICY**

1. Reservations for exclusive use of the Ocean Vistas' Clubroom will be restricted to persons owning, leasing, or renting a unit in Ocean Vistas, for their use with their immediate families and guests. Residents of Ocean Vistas may seek INFORMATION regarding Clubroom availability by contacting the Association; however, reservations may only be made through written application. Because you are required to complete a form and sign an agreement, this cannot be done over the phone.
2. A security deposit of \$1000.00 is required to reserve the requested date of reservation. The security deposit will be refunded in full approximately two weeks following the event, if no

damage has occurred to the facilities and all conditions of use are met and the room is returned to its original condition by the user. The maximum number of persons allowed will be limited to the Fire Marshal's occupancy rating of 95 people which includes contractors and security staff present. All persons reserving the Clubroom must pay the deposit including owners for parties entirely attended by owners. Owners may sign a legally binding agreement authorizing the association to apply the deposit to their Ocean Vistas account. The deposit balance will be removed from their account within two weeks following the event. Any damages will be paid for out of this deposit. It is not necessary to place a cash deposit or provide a check.

3. Renters may not reserve the Clubroom without the knowledge of the owner of the unit hosting them. The owner is responsible for their guests. If the owner or his or her rental agent makes the application on behalf of the renter, the owner's association account will be charged for the security deposit, and the owner may make whatever arrangements he or she sees fit with the guest for collecting reimbursement for damages from them. If the reservation is made by the renter, the owner of the unit will be notified and the renter will make the \$1,000 deposit by placing a check with the Association as a security deposit.

4. The Clubroom may be reserved a maximum of 90 days in advance. The Association, if formally requested in writing, may grant special dispensation for weddings, bar mitzvahs, and other events that require more than 90 days of pre-planning. When the Clubroom is reserved for weddings or wedding receptions, the bride or groom must be an immediate member of the sponsoring owner's family, (i.e., father, mother, sister, brother, son or daughter). The use of the Club Room for major events such as weddings and bar mitzvahs is not guaranteed. The plans for the event must be presented to the Board of Directors which will vote to allow the event or not allow it based on the disruption it causes to our operations. The Board reserves the right to require additional security and staff presence paid for by the host of the event for major events.

5. No alcohol may be served in the Clubroom during a reserved event without the application stating that alcohol will be served. No event where alcohol is served may exceed a total of five (5) hours duration without expressed written permission of the building manager who may, for very special occasions like weddings, make an exception. Exceptions will not be made for birthdays, anniversaries or other occasions.

6. The Association will not be held responsible for any supplies, equipment, food, beverage, furniture, etc., provided for the event before, during, or after the event. All such items must be delivered only on the day of the event and must be removed immediately after the event unless otherwise arranged with the building manager. Any subcontractor used for an event must be bonded and licensed and insured. The owner must obtain from each contractor an ACORD insurance certificate from the contractor indicating that the contractor has general liability insurance for a minimum of \$1,000,000 per event. The insurance must provide coverage for the service of alcohol if the contractor is providing, handling or serving alcohol and must show that the contractor has Workers' Compensation insurance. The insurance certificate must name the "Ocean Vistas Condominium Association, its Board of Directors and its Owners"

(exact wording) as additional insureds. The contractor will not be allowed on the property if the Building Manager has not received the insurance certificate 72 hours prior to the start of the event. This insurance requirement applies to all contractors including but not limited to servers, caterers, bartenders, musical groups, and performers.

7. Only one application per day for the Clubroom will be accepted. Owners may only reserve the Clubroom on New Year's Day, New Year's Eve, Easter Sunday, Memorial Day, July 4th, Labor Day, Halloween, Thanksgiving, Christmas Eve, Christmas Day, the night of any NCAA championship event if the Association will not be using the Clubroom. Applications are accepted on a first-come, first-pay basis. When an application is submitted for one of the above days, the building manager will first verify if the association intends to sponsor an event and will release the room only when the association has stated that they do not.

8. Failure to follow Clubroom policies, proper cleaning or causing excessive damage may result in the suspension of reservation privileges.

9. A copy of this policy will be provided for each person reserving the Clubroom.

10. A copy of the Rules for Contractors will be provided to the person reserving the Clubroom. The Owner will provide a copy of the "Rules for Contractors" to each contract employee working the event and instruct them to comply.

11. If the sponsor of the event wishes to also reserve the Sundeck (the sundeck is on the second floor opposite the clubroom) he or she must do so at the time the reservation is made. Events in the Clubroom may not spill over into the hallway, the Sundeck, the top of the staircase or Business Center without the advance permission of the Association. Use of additional area will necessitate the sponsor of the event paying for an additional security officer per area added. Event guests may not use or enter the Fitness Center or exit via the fitness center to balcony door which is alarmed.

12. Events with live music must be pre-approved by the Association at the time the reservation is made. All music must be confined to the Clubroom itself. Music is not permitted on the Sundeck. We strongly recommend that you consider the music volume limitations we will impose before you hire your musicians and that you hire musicians best suited for a building where other owners live just on the other side of a wall from the event. We reserve the right to stop musicians from playing if they are too loud. Fire codes do not permit event sponsor to close off the fire doors and blocking access to the elevator lobby or closing off the doors to the north and south corridor. It is your responsibility to use only music that meets our requirements.

13. Events hosting more than 15 guests who are non-residents require the presence of a security officer on the ratio of one security officer per fifteen non-resident guests or portion thereof. An event with 15 non-resident guests requires one security officer. An event with sixteen to 30 non-resident guests requires two security officers up to a maximum of two

security officers per event that is limited to the Club Room only. The cost of the security officer(s) shall be paid in advance at the time of the reservation at the exact cost incurred by the Association through our security contractor. While the security officer is paid for by the event's host, the security officer will work for, be supervised by and be totally under the control of the Association and will represent the interests of the Association. The Association will arrange for the security officer through our contractor. The security officer will be required a minimum of one hour prior to the start of the event and will remain until all non-owners have departed. A "resident" is defined any of the following:

- Any owner of record, whether or not the owner considers Ocean Vistas to be their domicile or is currently in residence, and
- Any member of an owner's household who considers Ocean Vistas to be their domicile.
- Any lessor who leases a unit for six months or longer.
- Any renter and member of his or her family who are currently duly registered with the association and are currently in residence, having assumed the rights of use of common spaces from their lease with the owner of that unit.

All other people including invitees, such as but not limited to, family, friends, guests and acquaintances of residents, are non-residents.

14. When the Clubroom is reserved for an event, use of the balcony is not included. Smokers must, therefore, go outside and smoke on the front of the building, The Clubroom to balcony door and the Fitness Center to balcony door will remain closed at all times. Guests will not open the door to the balcony to left someone on the pool deck or balcony in.

15. It is the sponsor of the event's responsibility to provide access to the building to his guests and to identify them to the security officer in the lobby. The doors to the building may not be blocked open for your guests to get in and out. It is your responsibility to provide someone to identify guests and let them in for as long as necessary to accommodate all of your arriving guests. Access to the building for anyone not granted a parking pass in advance, shall be via the main front doors and not the garage doors. Parking is not available on our property for event guests who are not already entitled to a parking space.

16. The pool deck and pool will never be used for a private event. Use of the pool by event guests is strictly prohibited and Clubroom event sponsors will never invite guests to use the pool as part of the event. Reserving the Clubroom, then moving to the pool, is not permitted as this ties up both the clubroom and the pool deck and involves additional costs and liabilities for the association. Please see the general rules of the Clubroom that prohibits wet clothing and towels in the Clubroom.

17. Parking on the front driveway or in the garage is not included with a reservation for a party in the Clubroom and cars parked without a parking pass will be towed. This rule applies to caterers. We will assist caterers in loading and unloading food but they should not rely upon parking on the property during the event. If your caterer needs to come in and out during the event, you must provide them access.

18. Please see the general rules for use of the Clubroom, specifically those pertaining to decorations. Have your decorations and the method of affixing them without pins or tape approved by the Building Manager seventy-two (72) hours prior to the event. No exceptions to the “pins and tape” rule will be granted. Decorations may not obstruct the windows and doors into the Clubroom or the view of any security camera in the Clubroom.

19. The Clubroom, or any other facility at Ocean Vistas, may not be reserved for commercial events such as but not limited to company parties including company parties sponsored by owners, lessors and other residents for their private company employees, franchise holders, etc.

20. The pool and pool deck are not available for private events without a vote of the Board of Directors. No owner, lessor, or guest will sponsor a pool party or other event on the pool deck by any name or description, involving more than six non-residents, without approval of a majority of the Board of Directors and then only when a security officer is provided and present similar to the rules for use of the Clubroom. Nothing in this provision is intended to prohibit any resident, including owners, lessors, or renters, from assembling at the pool and using the pool for its intended purpose. The intent is to prohibit owners, renters, or lessors from sponsoring pool parties or other events at the pool for groups of non-residents, thus increasing the liability of the association or creating a burden through added noise and congestion to those in residence wishing to enjoy the pool.

### **FITNESS CENTER (EXERCISE ROOM)**

1. Each owner is responsible for any damage done to the Fitness Center by guests, lessees, renters, family members, employees, agents or commercial companies that are here for owner purpose. The owner will be responsible for all repair/replacement cost.
2. Proper exercise clothing is to be worn. Exercise equipment cannot be used with bathing suits- no exceptions. Shoes must be worn.
3. Towels are to be placed on equipment.
4. Children must be at least 16 years old to use the Fitness Center without a parent present. If a child is deemed by management to be playing on machines or using the machines or weights or equipment in an unsafe manner such as using more weights than they should for their fitness Level, and not seriously working out, they may be asked to leave. Parents must supervise their children who accompany them to the Fitness Center
5. An adult (18 years or older) must accompany children under 16.
6. Use of exercise equipment is at your own risk.



7. No radios or other audio devices (except that which has been provided in the facility) are permitted. Personal headsets are acceptable.
8. Wipe down equipment seats and backrests when finished as a courtesy to others.
9. Report damaged or inoperable equipment immediately to the Association Management.
10. The sauna is to be used only by adults 18 years or older. The sauna is a dry sauna. Users shall not pour liquids on the electric heating coils to make steam as this can create a serious hazard and will damage the equipment.
11. No food or beverage is allowed except bottled water.
12. The Fitness Center is open for use from 5 a.m. to 10 pm

### **CABLE TV and INTERNET**

When cable television and Internet services are provided to each unit as part of the Association provided services, the following rules and regulations are in effect:

1. Pursuant to our master agreement for bulk services, no person will use the internet and/or cable TV services provided, for any unlawful purpose including but not limited to software, movie and music piracy and or copyright infringement, hacking or illegal entry into the computers and networks of others, child pornography, criminal activity, or any other purpose that violates the Terms of Service Agreement between the Association and the bulk service provider.
2. Owners agree to comply with the Operator's Terms of Acceptable Use Policy published on the cable provider's website and review it annually for changes.
3. The Association assumes no liability whatsoever for additional cable television and or Internet services purchased by the owner of any unit or his guest, lessor or renter. Any additional charges incurred that remain unpaid for longer than 30 days and are subsequently billed by the system operator to the Association, will be added to the unit owner's account and if they remain unpaid will be subject to the placement of lien against the unit to enforce collection. Services include but are not limited to feature upgrades, pay for view movies, calls for technical and installation services and support, the rental of additional hardware, and similar services.
4. The resale of any Internet or cable TV service by any owner is prohibited by contract with the service provider. No owner may charge any separate fee for cable television or Internet. Nothing in this provision prohibits any unit owner from including the cost of Internet and TV services in the basic rental amount but these may not be broken out as a separate charge.

## **GARAGE AND PARKING**

**Ocean Vistas garages comprise an officially authorized  
TOW AWAY ZONE. The following rules are strictly enforced and  
MUST be adhered to at all times:**

**VEHICLES NOT PROPERLY REGISTERED WILL BE TOWED (OR IMMOBILIZED) AT THE VEHICLE OWNER'S EXPENSE EVEN IF THE VEHICLE IS THAT OF AN OWNER, GUEST, LESSEE, OR RENTER.**

1. OCEAN VISTAS unit owners, their guests, lessees, and renters may park inside a garage but must park ONLY in their assigned space. Owners may make their space available to other Association registered vehicles with written notification from owner. Long-term parking at Ocean Vistas front entrance is prohibited between the hours of 6 p.m. and 9 a.m.
2. Any vehicle so wide that it requires more than one parking space or one so long that it must encroach upon another parking space or upon the driving corridors is not allowed to park in the garage.
3. Vehicles must be parked in between designated parking space lines and must be pulled fully into the space either contacting or just short of the tire stop. Vehicles may not extend more than twelve inches from the end of the parking space line into the driving corridor.
4. No commercial vehicles, boats or trailers of any kind shall be parked in any parking space, or be permitted to enter a garage. The prohibition on parking shall not apply to the temporary parking of trucks and commercial vehicles for pick-up and delivery or repairs.
5. Moving and delivery vans may park ONLY for the purpose of loading or unloading in the areas designated by the Association and may not park adjacent to the garage entrance doors on the north and south sides of the building due to the potential for damage to these areas. All moving and delivery vans must register with the Association through the concierge upon arrival and prior to entering the building. Association Management shall coordinate all move ins.
6. Storage of any kind is prohibited in ANY parking space or anywhere inside the garage, except in designated storage lockers or storage rooms. Bicycles may be parked only in Association-provided racks or designated areas.
7. Car repairs, oil changes and refueling are strictly prohibited in garages or anywhere else on Association property. However, hot starts ARE allowed. Car washing and cleaning are permitted only in the designated areas.
8. Motorcycles that fit within parking spaces may be parked in garage parking spaces but must follow the same registration and parking procedures as automobiles.

## ADOPTED PARKING RULES AND REGULATIONS

1. Every vehicle will have a form of parking identification, updated annually for owners. One for each owner reserved space(s) and one for first-come, first-serve unmarked spots, upon request. There will be no storage of vehicles upon the Ocean Vistas property.
2. Regardless of the unit reserved, a total of 2 vehicles per short-term rental reservation are all that are permitted in the Ocean Vistas garages.
3. Any owner or long-term lessee (greater than six months) may request additional parking identification for permanent, licensed driver(s) who reside in a unit, to be updated annually. All such requests will be reviewed and approved by the Board.
4. Based upon number of unmarked parking spaces (68), there are no guarantees for parking above and beyond the individual unit marked parking.
5. Guests attending private functions will be required to seek parking off property or to arrange to temporarily use numbered parking spaces of owners not in residence after obtaining permission to use these spaces through the concierge. When permission is granted to use a numbered space in this way, the concierge will issue a parking pass for the day. Parking must be arranged on a business day during business hours and cannot occur on a weekend when the concierge is not on duty. Owners may also use their temporary parking passes.
6. Motorcycles may be parked within unit designated parking. However, at no time may a motorcycle take up solely an unmarked parking space. There are areas designated within both garages for motorcycle parking.
7. Bicycle racks are provided for use in both garages.
8. As stated in Ocean Vistas Condominium Documents: Mobile homes, motor homes, truck campers, oversized vehicles (beyond 2 spaces located in upper garage on first-come, first served basis), trailers of any kind, and boats are prohibited and shall not be kept, placed, stored, parked, maintained or operated upon any portion of the property. — Art. XI, Sec. 11.9
9. Vehicles shall park between lines designating parking spaces.
10. All vehicles must display a parking identification (decal or hanging card) at all times when in the garage. Vehicles not displaying a parking identification may be towed at any time. This rule applies to owners and renters equally. Every renter must complete a registration form and submit it to the Association no later than 12:00 noon on the business day prior to their check in (12:00 noon on Friday prior to a Saturday check-in). This registration form will serve as their application for parking permit(s). The Registration Form will be made available for download on the Association's website and can be completed digitally and emailed back, can be printed and mailed back, can be faxed back to the concierge, or can be completed and submitted to the

landlord or his or her agent and hand delivered to the concierge before 12:00 noon on the last business day prior to check in. Upon completion of a properly-filled-out registration form by the tenant, owner, or rental agent, the concierge will make the parking permit (identification) available in the owner's box. The landlord or rental agent may pick up the parking identification(s) for their renters and give them to their renter upon arrival and at the time they admit them to the garage. The Building Manager may prepare an operating procedure document that establishes, whenever practical, a procedure for dealing with late arriving renters, renters with rental cars, and similar situations. Renters who fail to submit a properly completed Registration Form before the deadline indicated above will not be permitted to park in the garage until they complete the application and submit it to the concierge the next business day.

Ocean Vistas will maintain a supply of unique color coded "Temporary Parking Passes" to be used only in the event a renter is unable to submit the Registration Form by the above deadline. When the owner is willing to assist the renter in preparing a complete and acceptable Registration Form at check-in and delivering it immediately to the concierge desk for the renter, then the owner may also use his two temporary parking passes to accommodate the renter. Ocean Vistas will provide two "Temporary Parking Passes" to each owner to be stored in the owner's box provided for this purpose. Upon completion of the acceptable Registration Form the owner may issue two passes to the renter. It is the responsibility of the owner to mark the Temporary Parking Passes issued with the unit number and "Valid Through" dates clearly visible. Upon delivery of the temporary passes to the concierge by noon on the next business day, the passes may be exchanged for regular parking passes. Upon receipt of the used temporary passes from the renter, the concierge will issue two new passes to the owner by placing them in their owner's box.

In the event the renter using temporary parking passes is unable to exchange the temporary passes for regular passes by noon of the next business day because of some day excursion that makes them unable to do so, the owner may attach a note to the Registration Form explaining this so that the renter is not towed. Temporary passes may not be extended beyond one day.

11. Owners, or their Guests who stand in their stead, must use their assigned space BEFORE using an unmarked parking space.

12. Any owner, upon finding a vehicle parked in or blocking his or her numbered parking space may immediately and without any effort devoted to identifying the violator, arrange to have that vehicle towed away and impounded, the cost of such towing to be paid by the parking violator.

13. Except in an emergency, or in a situation that negatively impacts Ocean Vistas operations or safety in a significant way, no towing will occur without approval of the President of the Board or Building Manager and in his or her absence, a Board member. Nothing herein prohibits an owner who finds his or her numbered space in use or obstructed by others from towing without delay or permission from a Board member.

## OCEAN VISTAS RULES VIOLATION PROCESS

The Association may levy fines in accordance with Florida Statutes Section 718.303(3) or its successor and the Bylaws of the Association. The process for the levy of a fine shall be pursuant to Florida law and the Florida Administrative Code, as amended from time to time, and in accordance with the following Rules and Regulations.

1. The alleged violator (and Owner of the Unit, if not the same) will be sent a demand letter stating the nature of the violation, including reference to the specific provision(s) of the governing documents of the Association that have allegedly been violated. The demand letter will be sent by first class mail and separately by certified mail, return receipt requested, postage prepaid. The demand letter shall include a warning that if the violation(s) does (do) not cease and desist within the time period established pursuant to the next paragraph, measured from the date of the demand letter, a fine may be imposed, in addition to and not in lieu of other remedies available to the Association.
2. The alleged offender will be given a reasonable period to correct the violation. The period may be adjusted depending on the nature of the violation. In the event of complicated violations requiring a length of time to complete, two (2) time deadlines shall be given. The first shall state a date by which a substantial commencement at compliance must occur. The second shall be a reasonable date for completion, with continuous efforts used to achieve compliance between the two dates. If the violation is in the nature of a one-time incident, the demand shall advise the offender that repeating the offense may result in a fine. In no event shall the time to cure be less than ten (10) days.
3. If the demand letter is ignored, or if compliance is not achieved as required by the demand letter, the alleged violator (and Owner of the Unit, if not the same) shall be sent a Notice of Fining Hearing, to be held simultaneously before the Board of Directors (the Board) and the House Rules or a similar committee (the Committee), which Notice will include the time, date and place of the hearing. The date of the hearing will not be less than ten (10) days after the date of the Notice. The Notice shall be sent first-class mail and separately by certified mail, return receipt request, postage prepaid. The simultaneous Board and Committee meetings shall also be duly noticed, as required by law. The alleged violator (and Owner of Unit, if not the same) shall be entitled to representation by counsel and may present any evidence which they deem to be exculpatory or in mitigation of the alleged violation or the fine.
4. The Committee shall be composed of Unit Owners appointed by the Board of Directors, and who are not current directors or officers nor spouses of current officers or directors. Nor shall a Committee member be the alleged violator (nor the Owner of the unit, if not the same) nor the spouse of the alleged violator (nor the Owner of the Unit, if not the same). The Committee shall be composed of an odd number of Unit Owners, having not less than three (3) members. In order to maintain impartiality, the Board of Directors may appoint a panel of Committee members, any three (3) of whom may sit as the Committee on a violation, thereby permitting persons who may live near an alleged violator or who may otherwise be affected by an alleged

violation(s) to be excused from service on a given violations.

5. The alleged offender shall be given a meaningful opportunity to be heard. The hearing shall be conducted by the Board in the presence of the Committee and the offender. Both the Board and the alleged violator (and Owner of the Unit, if not the same) shall have the opportunity to cross-examine witnesses and present evidence. The Board will render a decision as to the violation, the amount of the fine to be imposed, if any, and the time for payment. The amount of the fine shall not exceed the maximum amount allowed by law. If the Board sets a fine, the Committee then shall immediately proceed to consider this decision. If the majority of the Committee does not agree that a fine should be levied, or if it does not agree with the amount of the fine, then no fine may be levied. The Committee shall have no right to approve a different fine or to otherwise modify the terms set by the Board of Directors: its authority is limited to approving or disapproving the fine as established by the Board.

6. Minutes of the meeting will be kept by the Board and shall become part of the Association Minutes of each body.

7. If the offender does not attend the hearing as scheduled, or does not timely request a reasonable alternative scheduling in writing in advance of the date of the scheduled fining hearing, the Board may consider such absence as some evidence concerning the validity of the alleged violation(s).

8. Failure of the offending party to pay the levied fine may result in legal proceedings to enforce payment, in which event the Association shall seek recovery of its reasonable attorney's fees and costs, in addition to the fine.

9. Disapproval of the fine by the Committee shall have no impact of the right of the Association to take any other legal action it may deem appropriate in connection with the alleged violation(s). The foregoing procedure relates only to the imposition of a fine and is not required in the event that the Board declines to consider imposing a fine or fails to give advance notice of the hearing at which the matter will be considered. This procedure shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise entitled.