

45 Ocean Condominium

RULES AND REGULATIONS

AMMENDED & RESTATED

July 7, 2022

The Rules We Live By

**45 Ocean Condominium Association, Inc.
4505 & 4511 South Ocean Boulevard
Highland Beach, Florida 33487**

P R E A M B L E

RULES AND REGULATIONS

45 OCEAN CONDOMINIUM ASSOCIATION, INC.

The following House Regulations pertaining to 45 Ocean Condominium Association have been considered by the Board of Directors and approved by them in the following form pursuant to the By-Laws, which provide that the Board shall have the authority to make rules for regulating the use of the swimming pool, pool area, recreational facilities, guest rules, safety, sanitary provisions and all other pertinent matters pertaining to the Condominium.

All Owners, Occupants, Guests and Lessees are hereby charged with knowledge of the existence of the said House Regulations and of the content of this Document and thereby are charged with responsibility for adhering to them.

These Regulations have been set up, not for the restriction of one's conduct, but rather for the purpose of making living in 45 Ocean Condominium a more comfortable and contented experience for all concerned.

In living together, every Owner has CERTAIN RIGHTS, but also CERTAIN OBLIGATIONS TO OTHER OWNERS. Congenial Condominium Owners are the greatest asset to 45 Ocean Condominium, spiritually, physically and monetarily in its upkeep, as well as its investment. The greater the congeniality of the Owners, the more valuable our asset becomes.

The interest you take in your own apartment, and in the common areas of 45 Ocean Condominium will encourage all others to take an even greater interest, which builds up the value of our choice of 45 Ocean Condominium as our home.

The document is to remain in your apartment at all times for use of Owners and Guests. Infractions incurred by you or your guests are subject to Board action.

In accordance with the Florida Indoor Clean Air Act, 45 Ocean Condominium prohibits smoking in all indoor common areas (hallways, stairwells, lobbies, exercise rooms, social rooms, bathrooms, billiard room, lower parking garage, locker rooms and all storage rooms.

These rules supersede all previous rules.

45 OCEAN CONDOMINIUM UNIT OWNERS, TENANTS AND GUESTS

I. THE MANAGER

The Manager's office will be open for the transaction of business Monday through Friday 9:00 A.M. to 12:00 Noon and from 1:00 P.M. to 4:30 P.M., telephone # 561-272-7001.

The Manager hires and supervises our employees. He administers the office and carries out the policies of the Board of Directors and may make recommendations to them. At no time are residents authorized to reprimand any employee of the 45 Ocean Condominium or direct employees to perform tasks.

It is the Manager's responsibility to see that the rules and regulations are enforced, and to hold those employees responsible who have been given such authority in their respective areas.

The Board of Directors has authorized the Manager to enforce the rules on behalf of the 45 Ocean Condominium Association.

II. OWNER'S ROSTER

The management will maintain a Roster of all Owners of apartments, their out-of-town addresses, if any, and telephone numbers, as well as an emergency telephone number of a relative or friend who can be notified. Your co-operation in furnishing such information to the Manager will be appreciated. Please furnish the Manager with your Florida phone number or a cell phone you can be called at, as soon as possible after moving in. Telephone numbers and e-mails are for the sole use of the 45 Ocean Condominium Association. Please fill out your registration card with the Manager. This is a confidential file.

III. SECURITY

Every effort will be made to maintain security. However, since it will be impossible to exercise constant surveillance, the co-operation of residents is a necessity. **KEEP YOUR APARTMENT DOORS LOCKED AT ALL TIMES**, whether you are in the apartment or not.

45 Ocean Condominium cannot guarantee the security of 45 Ocean Condominium property or residents, due to the access from Route A1A and the ocean.

Report any suspicious person or incident immediately to the Manager, the Security Officer, or the Highland Beach Police (561-266-5800 - Non-emergency).

All exterior doors are to be closed and secured at all times. Do not leave these doors open and close them if you find them open.

No solicitors of any kind will be permitted in the building or on the property at any time, except by individual appointment with a resident.

IV. POOL RULES

THERE IS NO LIFE GUARD FOR THIS POOL. Owners and guests using the swimming pool must do so at their own risk.

Our Pool is situated in such a manner that persons entering the Complex are attracted to this particular area. It behooves all of us to use decorum whenever around the pool or the pool area.

Anyone using the pool and recreation areas is required to do so in the manner considerate of others, and to comply with the following regulations formulated for your protection and for the purposes of hygiene, safety and coincidentally, any repair and maintenance costs from improper use.

The pool is for the exclusive use of the Owners, Lessees, and registered Guests.

Ingress and egress to the pool area is via the West door in both buildings. Persons using the stairs use the lobby stairway exit.

A deck shower must be taken immediately before entering the swimming pool. All suntan lotions, oils or gels must be removed prior to entering the pool. If oil is persistent, please take a soap shower and rinse. **This is a FLORIDA STATE LAW.**

In addition, persons using the beach must wash off all sand and remove any beach tar from feet and from beach chairs before entering pool area or other common areas. Facilities for shower, removing sand and tar will be found at the bottom of beach stairs or on the pool deck.

Children not toilet trained or incontinent adults must wear approved swimmers in the pool. Children 12 years or younger must be accompanied by an adult who must remain in the pool area while the child is in the pool. Owners will be responsible for all actions of their children and guests.

Proper pool swimming attire must be worn when using the pool. The wearing of cut-offs or dungarees is not permitted in the pool.

The use of Floats, Tubes, Rafts, Balls, Underwater gear (such as Snorkels, Masks and Flippers) or similar toys or games are not permitted in the swimming pool or pool area. Noodles, arm floats are permitted. Non-swimmers must not enter the deep area.

For Insurance purposes, Sanitation, Personal Safety and to prevent objectionable noises, users of the pool and the pool area shall not participate in games involving running, loud shouting, ball playing, throwing of objects, unnecessary splashing or boisterous conduct. **DIVING OR JUMPING INTO THE POOL IS PROHIBITED.** Diving from the steps in the pool is prohibited.

If music is to be played, it must be at an acceptable level so as to not inconvenience or disturb others or headphones may be used in the pool & outside recreational areas.

No glassware of any kind is allowed in the Fenced Pool Area.

For the protection of all concerned, persons with Skin Rashes, Skin Ailments, Nasal or Ear discharges, or any Communicable disease are forbidden to enter the Pool.

Cigarettes, Cigar Butts must be deposited in receptacles provided. Trash must be deposited in receptacles provided as well recyclables must also be placed in the proper receptacles.

All Chaise Lounges and Pool Chairs must be covered with a towel before using to avoid staining with oil or suntan lotions. Chaises or Chairs must not be taken to the Beach at any time. They are solely for use around the Pool and Pool area.

If Chairs or Lounges have been moved within the immediate Pool area, please return them to their original location and place the back of the Lounges in an upright position. All umbrellas that were opened must be closed after use.

All personal attire or personal objects must be removed from the area when not in use.

Proper attire (robe and footwear) is required when entering or leaving the Pool area to enter the lobbies, elevators, corridors or common areas. Bathers in wet suits or swim gear must be dry before entering the building.

Beach chairs are available for residents and guests to be used on the beach. These chairs must be thoroughly rinsed using the hose located at the bottom of the stairs and returned to the storage area daily. DO NOT leave beach chairs on the beach overnight.

VI. EXERCISE ROOMS

Exercise rooms shall be used at your own risk. Persons under 18 years of age must be accompanied in the exercise room by an adult.

Do not enter exercise room in wet attire. Great danger of shock exists as some equipment is electrically operated. Proper attire, including closed toed shoes, must be worn at all times for safety & sanitary reasons.

Wipe down equipment before and after use.

VII. PARKING AND VEHICLE RULES

All apartments have one assigned parking area. Additional vehicles must be parked in unassigned areas and all vehicles must have appropriate parking permits.

Owners not in residence and wishing to make available the use of their assigned parking stall to some other person may do so by advising the office in writing. The party accepting this privilege must obtain an appropriate parking permit and a special set of decals depending on the length of time authorized by the owner.

No campers, trailers, boats or recreation vehicles may be parked on the premises. 45 Ocean has the right to authorize the towing away of any vehicles in violation, with costs to be borne by the owner or

party responsible for the violation of this article. **Trucks maybe parked on the entrance drive only, however are not permitted overnight.**

Bicycle parking is allowed **only** in the designated area on the lower level. Residents may only park motorcycles in lower parking designated areas once they have signed a written agreement stating the motorcycle shall be turned off at all times while within the parking garage and shall be walked into and out of the parking garage areas. **No motorcycles are allowed on the parking deck.**

No Skate Boards, Roller Skates or similar wheeled devices may be operated on the premises in the buildings.

No commercial vehicles are allowed on the Pool Deck, except for emergency or repairs requiring the use of the equipment.

Moving Vans, Service or Delivery Trucks shall use the garage entrance exclusively **with the exception of the delivery of personal packages i.e., Fed-Ex, UPS, etc. are allowed entrance through the front door.**

PARKING PERMITS FOR RESIDENTS

Upper level uncovered parking between the buildings is reserved for guests. Residents may park in the parking areas behind the buildings.

Each resident must register with the Manager, the license tag and make of vehicle or vehicles that will be parked on the premises. Tenants must post deposits for vehicle decals and/or gate remotes that are refundable upon return.

Upon registering vehicle the resident will be issued a decal to be placed on the inside of the windshield on the driver's side so that they may be clearly observed by the Security Guard. Only one under-cover parking spot is assigned to each apartment and other vehicles must be parked in general unassigned parking area. Periodic checks of all vehicles will be made by the Security Guard on his rounds of the building.

PASSENGER VEHICLES

Except in cases of emergency as specifically authorized by Management, no vehicle other than Passenger Vehicles (as here-in defined) may be parked on the premises at any time outside of the hours of 8:30 A.M. and 4:30 P.M. weekdays (excluding holidays).

For purposes here-in, "Passenger Vehicle" shall be defined as follows:

- A) Any vehicle which is used only for the purpose of transportation of passengers and their personal goods, and
- B) Which is not used for commercial purposes such as transportation of goods, tools and materials used in the conduct of a business, nor which displays advertising of any kind.
- C) No vehicle shall be allowed in garage with greater measurements than those listed below, which shall include all attachments and loads.

Has dimensions no greater than:
76" overall height

D) No vehicle shall be allowed in upper parking with greater measurements than those listed below, which shall include all attachments and loads.

Has dimensions no greater than:
80" overall height

Under no circumstances shall the definition of "Passenger Vehicle" as used herein include:

- a) Trucks of any description (open or closed bed) as described in the 45 Ocean Condominium Documents XIV-B-2-iii.
- b) Dune Buggies
- c) Trailers (Drawn or Motorized).
- d) Boats.
- e) Recreation Vehicles including Campers (Drawn or Motorized).

NOTE: A Recreational Vehicle is one which has temporary living quarters for recreational, camping, or travel use.

VII(a)

Personal Electric Vehicle Charging Station

In light of Florida Statute 718.113 (8) which states "[t]he board of administration of a condominium association may not prohibit a unit owner from installing an electric vehicle charging station for an electric vehicle, as defined in s. 320.01, or a natural gas fuel station for a natural gas fuel vehicle within the boundaries of his or her limited common element or exclusively designated parking area."

The association must adopt the following procedures and requirements for any owner who requests a charging station in their assigned parking space:

- 1) Owner must submit request for charging station to the Property Manager in writing prior to any work being started.
- 2) A metering device which generates the cost and consumption of the electricity being consumed by the owner must be installed, by the local utility provider, costs of electricity to be billed directly to the owner, who will incur all costs.
- 3) Owner bears **ALL** costs for drawings, engineers, permits, installation, operation, maintenance/repair, labor, patching, painting, materials and metering device. Also any other costs involved but not listed herein. The association may require separate hazard and liability insurance. As per Florida Statute 718.116 at the owners cost.

- 4) Owner must obtain proper electrical plans by a Florida licensed electrical contractor which must comply with all Florida codes and laws.
- 5) Electrical review of the buildings power supply grid must be analyzed by a licensed engineer in order to determine that the building power can handle the electrical draw from the charging station without creating disruption with the current power draw.
- 6) A permit must be applied for and obtained from the Town of Highland Beach by the owner in conjunction with the Property Manager's approval of location within owners the parking space.
- 7) Only a Florida licensed electrical contractor may install the charging station and all associated piping.
- 8) Any changes to the parking space common element must be aesthetically pleasing to the eye and will need to be reviewed by the Property Manager. This includes; concrete patching with approved method, painting, caulking.
- 9) If parking space is located on the upper parking deck, a structural survey will need to be obtained by a licensed structural engineer to determine if location requested to be penetrated through the slab for the piping will damage or impede on the post tension cables within the concrete slab. This will not be necessary if parking space is located in lower parking garage as there will be no penetrations through the concrete slab to potentially impede with the post tension cable system.
- 10) No changes to the building's electrical supply is permitted without a Florida licensed electrical engineers review, approval and stamped drawing.
- 11) The installation may not cause irreparable damage to the condominium property.
- 12) Installation must comply with reasonable architectural standards adopted by the association that governs dimensions, placement or external appearance of the electric vehicle charging station, provided that such standards may not prohibit the installation of such charging station or substantially increase the cost thereof.
- 13) Provide a "Certificate of Insurance" naming the association as an additional insured on the owners insurance policy for any claim related to the installation, maintenance, or use of the electric vehicle charging station within 14 days of after receiving the associations approval to install such charging station or fuel station or notice to provide such a certificate.
- 14) Reimburse the association for any/all actual costs of increased insurance premium amount attributable to the electric vehicle charging station within 14 days after receiving the insurance premium invoice.

PARKING PERMITS FOR GUESTS AND VISITORS:

Owners shall arrange to obtain a parking permit for all visitors and guests. Such permits must be displayed on the dash of the car and must be visible from outside the vehicle and be subject to check by the Security Guard. Residents **must** notify security in advance of expected guests to avoid delays or misunderstandings.

A resident reserving the party room must be in attendance. A maximum of twenty (20) guest cars is allowed. A resident that is not renting the party room is allowed a maximum of five (5) guest cars. If a resident can prove a need to allow more cars because of a special event they must apply in writing to 45 Ocean Condominium manager and the manager has the authority to approve.

Any resident that has guests and the guest is not on the frequent guest list must inform the security

guard of the guest's name. Any resident that has a weekly or monthly meeting may use one social sheet to be a permanent record on file. If a resident has fifty (50) guests or more, they must provide for a person directing traffic and controlling the front and side doors which may NOT be propped open.

VIII. GUESTS AND VISITORS

Guests and visitors of owners in residence may expect a warm 45 Ocean Condominium welcome. If a unit owner is absent and wishes to make the Apartment available to guests, the office of the Manager must be notified not less than five days prior to their arrival, the anticipated length of stay, and arrange for a parking permit. (See **VII PARKING AND VEHICLES RULES**).

The unit Owner must inform all overnight guests using the Apartment during the Owner's absence of the 45 Ocean Rules and Regulations and have them sign a statement on arrival when registering in the Manager's office that they will conform to 45 Ocean Condominium provisions.

Guests shall not invite other overnight guests, limit occupancy to no more than (5) five persons and have no pets.

Residents must authorize security to grant access for all guests (including contractors & deliveries). Authorization may be by placing guest's name on the security permanent list, pre-call to security or answering security's call for authorization. No guests will be allowed entry without resident authorization. Residents must grant guests entry to the buildings except in an emergency. Day Guests arriving with cars may park in areas designated as "Guest Parking" on the 2nd floor level.

In the event guests, using an apartment during the owners absence extend their stay for more than twenty-one (21) days, they will be considered as leasing the apartment with or without any monetary exchange. All the provisions described under VIII-Leasing of Apartments, including application, interview, and \$100.00 investigative fee, will be required.

The lessee of an apartment is entitled to have occasional overnight guests (limited to the apartment capacity, rule of 5 persons and not more than 21 days) but never when lessee is not in residence. All overnight guests should be registered in the office and arrangements made for a parking permit.

IX. Pets

1. Apartment owners **ONLY**, no renters or visitors, may keep in their apartment at any one time, either one domestic cat, or two small birds or one dog not more than fifteen pounds when fully grown, and then only under the regulations promulgated by the 45 Ocean from time to time. **ONLY** those animals mentioned above will be permitted on 45 Ocean property. **NO** other type animal is permitted. Owners may not lease their apartment to lessees with pets.

2. All owners that have a pet as stated above must register their pet with the 45 Ocean office. An application form requesting approval to have a pet must be completed prior to a new pet owner being permitted to have a pet in their unit. Existing owners who have a pet must complete the same application mentioned above within thirty days of being notified by the 45 Ocean. The application must include a picture of the pet and a Florida Licensed Veterinarian's Certification of the weight of the pet's breed at maturity and the pet's current medical records including Rabies Vaccination. This form must be signed by the pet owner attesting to the accuracy of the information.

3. A security deposit of \$1,000.00 must be posted by a dog owner, given to the general manager to be held in 45 Ocean Condominium condo account for the term of the dog living on the property. Any damages done or costs incurred as a result of the dog on the property will be deducted from the security deposit and the security deposit must then be funded by the dog owner back to its original sum of \$1,000.00.
4. Pets must be carried or transported in a pet stroller in all common and parking areas. No pets are allowed in the pool and recreation areas except garage and outside where the pets may walk.
5. **STATE LAW PROHIBITS PETS IN THE POOL AREA**, therefore, Pets must be taken to and from the beach on either the north or south side public walkway **except for Service Animals**.
6. If a pet becomes obnoxious to other owners by barking or otherwise, upon three days written notice by the Association the owner must cause the problem to be corrected or, if not corrected, the owner will be required to immediately remove the animal from the premises.
7. All owners **MUST** inform their guests that they cannot bring pets on to the 45 Ocean property.
8. Pets are not permitted on the balcony when the owner is not at home.
9. Pet owners **MUST** sign an "Indemnification Agreement". By purchase of their apartments, pet owners agree to indemnify the 45 Ocean and hold it harmless against any loss or liability arising from the owner's right to have an animal on the 45 Ocean property.
10. When a pet is taken out in wet weather, the owner must dry off the entire pet before entering the building.
11. In so far as practicable, pets must be walked along A1A and curbed away from landscaped areas. Owners must clean and remove any waste. Owners violating Highland Beach Ordinances may be subject to a citation from Highland Beach authorities.
12. All cats and dogs must be spayed and neutered by six months of age.
13. Cat litter must never be disposed of in toilets nor dropped down trash chutes unless securely bagged for proper disposal.
14. Pet owners must immediately clean any accidental mess or damage created by their pet and return the affected area to its original state.
15. All pet garments, bedding and material used for pets **MUST NOT** be washed or dried in our laundry machines.
16. Pets are **NOT** allowed on any 45 Ocean furniture.

X. RE SALE OF APARTMENTS

Sale of any apartment in the 45 Ocean Condominium must be approved by the Board of Directors.

No signs advertising the sale of apartments are permitted on the premises.

Owners placing their apartments on the market must advise the Manager of this fact. The Manager cannot be involved in showing of such apartments. Inquiries should be directed to the Owner. Owner is not available; inquiries should be directed to his agent.

When a Purchaser has been found, he shall complete an "Application for Membership" in 45 Ocean Condominium 45 Ocean. This form is available in the Manager's office and on the 45 Ocean website. The Purchaser shall request an appointment for a Personal Interview by a Board Committee who will recommend approval or disapproval to the full Board.

The sum of \$100.00 \$150.00 must accompany the application to cover the character investigation. The Board must have fourteen (14) days for the investigative process.

XI. LEASING OF APARTMENTS

Leasing of any apartment in the 45 Ocean Condominium must be approved by the Board of Directors.

Unit owners who lease their unit must maintain insurance coverage that provides a minimum of \$100,000 Liability limits for themselves and their tenants. Owner shall provide to the Association a current certificate of insurance, with the 45 Ocean named as a certificate holder, prior to the tenant occupying the unit and such coverage must be maintained in force through the term of the lease.

An Application for Lease form is available at the Manager's office and on the 45 Ocean website.

No signs advertising the leasing of apartments are permitted on the premises.

Owners planning to lease their apartments must advise the Manager of this fact. The Manager cannot be involved in showing such apartments. If Owner is not available, inquiries should be directed to his Agent.

When a Lessee is found, an appointment for an interview with the Board Committee is arranged. The Board Committee will recommend approval or disapproval to the full Board. An investigative fee of \$100.00 \$150.00 must be paid with the application. The Board must have fourteen (14) days for the investigative process.

A lease is not permitted for less than three (3) full months, nor more than one (1) year, and only one lease in a twelve-month period is permitted, since our premises and facilities are not to be used by transients as a motel or hotel.

It is not permitted to utilize an apartment as an Air B&B style business.

Leasing is prohibited to Corporations or Partnerships.

Owners may not lease their apartments to Lessees with pets.

The Board reserves the right to bring an action to eject any Lessee for misconduct or for violation of House Regulations.

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XIII. LIMITATION OF OCCUPANCY

The Apartment shall be used for single family residences only. No transient tenants may be accommodated therein.

AT NO TIME SHALL ANY APARTMENT BE OCCUPIED BY MORE THAN FIVE PERSONS.

XIV. NUISANCES

No Apartment Owner or renter shall make or permit any disturbing noises in the building or premises by himself, his family, servants, employees, visitors, overnight guests, and or permit anything by such person that will interfere with the rights, comforts or convenience of other apartment Owners.

All musical instruments, including T. V.'s and radios, shall be controlled to such a degree that they do not disturb other families at any time.

Short Wave transmitters are not permitted in the building at any time.

XV. ATTIRE

Footwear must be worn at all times in Corridors, Elevators, Lobby, Recreation, Card and Lounge Rooms. Shoes, Shirts, Robes or Jacket tops must be worn when going to or from the Pool or Beach area.

XVI. LUGGAGE CARTS - WHEEL CHAIR - GROCERY CARTS

After these carts and/or luggage racks are used by residents, they are to be returned to the garage lobby area immediately.

A Wheel Chair is available by calling the Manager – 561-272-7001.

XVII. STORAGE AREAS FOR OWNERS

Periodic checks by the City Fire Marshall and Insurance Inspectors are made to insure the safety of the 45 Ocean Condominium residents. Unless the following rules are strictly adhered to, we are subject to censure and or penalties. The following rules must be complied with:

1. All volatile liquids such as paint thinner, paint removers, paint brush cleaners, oil based paints and lacquers cannot be placed in storage areas.

2. Empty cartons, tires, inner tubes, and similar combustibles shall be disposed of, and are not permitted in storage area.
3. Limitation of available space dictates that your storage space shall be restricted to essential items, and should be sealed in proper cartons. Loose items and objects which cause clutter must be boxed and removed.
4. As a precautionary measure; in case of a hurricane there is a strong possibility that the storage area will be flooded.

XVIII. SOCIAL ROOMS & KITCHEN FACILITIES

Social Room reservations are to be made through the Manager. Only one social room may be reserved for private usage at any one time. A **check or** cash deposit of \$250.00 is required. This deposit or portion thereof, will be returned to Owner depending on the amount of damage caused, if any. If damage is in excess of the amount of deposit, the excess will be assessed against the Owner. Private parties may not be scheduled to be held in the Social Room on the same day that scheduled events of the 45 Ocean are being held. **No Social Room may be reserved on the following days, Memorial Day, 4th of July, or Labor Day.**

Before leaving, please clean up garbage and trash. Do not leave bottles, cups, cans, napkins, paper dishes, etc. for someone else to clean up. Trash & garbage receptacles must be emptied and the contents placed down the garbage chute. A clean up charge will be deducted from deposit, if necessary.

XIX. LAUNDRY ROOMS

Hours of 7:00 A.M. to 11:00 P.M., this also includes residents that may have a washer and dryer in their units.

If a resident plans to install a washer or dryer, they must submit to 45 Ocean management in writing how they plan to install the units plus any changes in Plumbing, wiring or any exhaust needs and also how they plan to soundproof the units so as not to disturb other residents.

Owners, renters and visitors shall cooperate in keeping Laundry Rooms clean and operating efficiently. Laundry shall be removed from washer and dryer immediately upon completion of cycles. Lint should be removed from screens in dryer and any dirt or debris in the drums of washer or dryer.

Use of laundry rooms for any other purpose than laundering is prohibited.

Rules and information are posted in each laundry room, please follow instructions.

Please turn off the lights when laundry room is not in use. Laundry room doors shall remain closed at all times.

XX. TRASH-CHUTE - GARBAGE DISPOSAL

Rules are posted in all Trash rooms, please obey.

All trash is to be placed in a plastic bags or similar which is to be tightly closed.

Beware of Fire! Fully extinguish all cigar butts and cigarettes or any inflammable before throwing down the chute.

Use disposal unit in your kitchen for food wastes, liquids, vegetables, etc. If these items are dropped in the chute, they decay and cause sanitary problems.

45 Ocean does recycle and there are separate containers, one for paper products and one for other recyclables, a sign is on the wall as to what can be put in each container.

XXI. ELEVATORS

Only a padded elevator is to be used for moving furniture or bulky packages. Moving must be scheduled with the Manager. He will provide **elevator padding and hallway carpet protection** for the movers and reserve the elevator during the moving period. Moving time is restricted to **8:00 A.M.** to **4:30 P.M.** Monday through Friday, excluding holidays

Any cartons, boxes or packing material as a result of a move in or delivery of goods must be disposed of by the movers or delivery company immediately. This is the Owner's responsibility at his own expense. Nothing is to be left in the halls or Trash rooms.

Children playing or joy riding in the elevators is prohibited.

XXII. HOUSEKEEPING AND GENERAL CONDITIONS

All indoor common areas are smoke-free in accordance with Florida law.

The walkways, entrances, halls, corridors, stairways and roads shall not be obstructed or used for any purpose other than ingress to and egress from the Apartments.

The exterior of the Apartments and all other areas appurtenant to an Apartment shall not be painted, decorated, or modified by any owner in any manner without prior consent of the 45 Ocean, which consent may be withheld on purely aesthetic grounds within the sole discretion of the 45 Ocean.

No article shall be hung or shaken from the doors or windows placed upon the outside window sills, balconies, railings or outside walls of the apartments.

No bicycles, scooters, baby carriages or similar vehicles or toys or other personal articles shall be allowed to stand in any of the common areas or driveways, except as provided by 45 Ocean.

A/C hurricane panels must either be located in the A/C closet or near the A/C closet in plain view.

No dripping or wet bathing suits in the lobby area or elevators

Cooking of any kind is not permitted on the balconies.

Each Owner shall keep such Apartment in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance.

No awnings, window guards, light reflective materials, hurricane or storm shutters that are not approved to withstand a hurricane, ventilators, fans or air conditioning devices shall be used in or about the Apartment except as shall have been approved by the 45 Ocean, which approval may be withheld on purely aesthetic grounds within the sole discretion of 45 Ocean. All glass and screening replacements must be of original color and quality.

There shall be a \$20.00 lock-out charge if the 45 Ocean is requested to furnish keys for access to an Apartment Owner(s) who has locked themselves out during non-office hours.

No sign, notice or advertisement shall be inscribed or exposed on or at any window or other part of the Apartments nor shall anything be projected out of any window in the Apartments without prior written approval.

No owner shall request or cause any employee of the 45 Ocean to do any private business of the Owner, except as shall have been approved in writing by the 45 Ocean Property Manager

In case of a hurricane or similar emergency, if 45 Ocean personnel are required to secure, or open a unit to protect from damage but not guarantee there will not be damage, 45 Ocean can May charge a unit owner for these services at an amount set by 45 Ocean Manager.

A unit owner that leaves their unit for a week or more, or in case of a hurricane or similar emergency, they must turn off their main water valve and the electric to that hot water tank. If the unit owner or occupant of the unit does not do the above, they may be held in neglect and the responsible for any damage caused by not turning off the main water valve. The Main Water Shut-Off Valve is normally located in the closet in the 2nd Bedroom/Den and must be accessible at all times - free and clear at all times..

POLICY GUIDELINES FOR PERSONNEL WORKING ON THEIR OWN TIME FOR UNIT OWNERS, TENANTS OR GUESTS

- 1) 45 Ocean employees may contract directly with unit owners, tenants or guests to perform personal services or personal work in a unit, providing that they comply with the following guidelines:
 - a) The proposed work shall not require municipal permits nor shall the proposed work involve excessive or continuous noise.
 - b) The proposed services or work projects may only be performed on the employees own time and not during their work hours for the 45 Ocean.
 - c) The proposed services or work project may only be performed Monday - Friday up to 7:00 pm, excluding 45 Ocean holidays. **No work except inside painting may be performed on Saturday except in an emergency.**
 - d) The guidelines apply to projects of all types with Housekeeping and Window Cleaning being exempt.
 - e) The employees shall act as independent contractors and shall be fully remunerated by the unit owner.
 - f) The employee shall not wear 45 Ocean uniforms when performing such projects.
 - g) Employees may not use 45 Ocean supplies or tools in performing said projects.
 - h) Prior to commencing any project, the employee must notify 45 Ocean Management of the type and scope of the work and must receive written approval from Management. The employee shall further provide management with a indemnification and hold harmless letter, signed by the unit owner, agreeing to be responsible for any and all expenses or damages caused by the employee's acts. Management shall have the sole, full and absolute right to approve or deny any request.
- 2) The only people who are given permission for excess work hours on 45 Ocean Property, are 45 Ocean employees who are actively employed.
- 3) Management reserves the right to impose such additional restrictions or requirements on any project so as to insure proper maintenance, protection and safeguard of 45 Ocean property, its owners or personnel.

CONTRACTOR WORK REGULATIONS

Contractor must register and leave picture identification with 45 Ocean Security in order to obtain a parking pass. The pass must be returned to Security daily and identification will be returned. Contractor must also obtain from the Guard a copy of the Contractor Work Regulations and adhere to them.

CONTRACTOR IS NOT ALLOWED TO ENTER 45 OCEAN PROPERTY OR COMMENCE WORK PRIOR TO **8:00** A.M. AND MUST BE OFF 45 OCEAN PROPERTY PRIOR TO 4:30 P.M. MONDAY - FRIDAY, except in case of an emergency with prior approval of management

Contractor must protect the hallway carpet between the elevator and the unit they are working in, or may ask 45 Ocean if covering is available, if not, the contractor must provide the coverage.

Daily, Contractor must remove carpet protection from hallway and vacuum hallway as needed.

Contractor must use padded elevator only.

Contractor may not enter Condo property on Weekends or Holidays, except in case of an emergency with prior approval of management.

Contractor must enter the buildings only through Lower Parking Lobby.

Contractor must immediately clean and vacuum any debris dropped on all Association Property.

Failure to abide by these regulations may result in contractor immediately being expelled from the property.

If required, a contractor or owner must obtain a Building Permit from The Town of Highland Beach.

Contractor shall comply with Section XVI of 45 Ocean Condominium Documents as they apply.

No radio or television aerial or antenna shall be attached to, or hung from, the exterior of the Apartments or the roofs thereon, except as allowed by State or Federal Regulations.

The agents of the 45 Ocean and any contractor or workman authorized by the 45 Ocean may enter any Apartment at any reasonable hour of the day for any purpose permitted under the terms of the Declarations of Condominium or By-Laws of the 45 Ocean. Except in case of emergency, entry will be made by prearrangement with the Owner.

No vehicle belonging to an Owner or to a member of the family or guest, tenant or employee of an Owner shall be parked in such manner as to impede or prevent ready access to another owner's parking space. The owners, their employees, servants, agents, visitors, licensees and the Owner's family will obey the parking regulations posted. No vehicle which cannot operate on its own power shall remain within the 45 Ocean property for more than twenty-four (24) hours, and no repair of

vehicles shall be made within the 45 Ocean property. Parking spaces are for passenger automobiles only and no boats, trucks, motorcycles (except a location provided by 45 Ocean Condominium), trailers,

recreational vehicles or other vehicles or objects of any kind, type or description shall be placed in or around the parking areas.

The Owner shall not cause or permit the blowing of any horn from any vehicle of which has guests or family shall be occupants, approaching, leaving or upon any of the driveways or parking areas serving the Condominium property.

All damage to the Apartments or common areas caused by the moving or carrying of any article therein shall be paid by the Owner responsible for the presence of such article.

No Owner shall use or permit to be brought into the Apartments or on 45 Ocean property any flammable oils or fluids such as gasoline, kerosene, naphtha or benzene, or other explosives or articles deemed extra hazardous to life, limb or property.

The owners shall not be allowed to put their names on any entry of the Apartments except in the proper places and in the manner prescribed by the 45 Ocean for such purpose.

The 45 Ocean shall retain a passkey to each Apartment. No Owner shall alter any lock or install a new lock on any door leading into the Apartment of such Owner without the prior consent of the 45 Ocean. If such consent is given, the Owner shall provide the 45 Ocean with a key for the use of the 45 Ocean. The Manager shall attempt to notify residents prior to emergency entry and, in the absence of the resident, two employees shall enter together.

Any damage to the buildings, recreational facilities or other common areas or equipment caused by any resident or his guests shall be repaired at the expense of the Owner.

Unit owners or lessees shall be held responsible for the actions of their children and their guests.

Complaints or suggestions regarding the management of the Apartments and grounds or regarding actions of other Owners shall be made in writing to the 45 Ocean and shall be signed. Complaints shall be specific.

Any consent or approval given under these Rules and Regulations by the 45 Ocean shall be revocable at any time.

The swimming pool and recreational areas are solely for the use of the Condominium residents and their invited guests. Swimming and the use of other recreational facilities shall be at the risk of those involved and not in any event the risk of the 45 Ocean.

Each Apartment Owner who plans to be absent from his Apartment during the hurricane season, must prepare his Apartment prior to departure by:

- (a) Removing all furniture, plants and other objects from his balcony, and
- (b) Designating a responsible firm or individual to care for his Apartment should the Apartment suffer hurricane damage, and furnishing the Association with the name of such firm or individual. Such firm or individual shall contact the 45 Ocean for clearance to install or remove hurricane shutters, and such party shall be subject to the approval of the 45 Ocean.

Unit owners must provide unit care takers, guests and contractors with access fobs to the unit and common areas. Apartment owners are responsible and accountable for the actions and/or damages of their tenants, guests or agents.

XXIII. UNIT OWNER DWELLING AND LIABILITY INSURANCE

All unit owners must maintain a Condominium Unit Owner's insurance policy (HO-6) with a minimum of \$65,000 dwelling insurance and a minimum of \$300,000 liability insurance for each unit and 45 Ocean shall be listed as a certificate holder under the policy. 45 Ocean requires that each landlord require their tenants to carry a "Renter's" policy with a \$100,000 minimum liability coverage.

These Rules and Regulations may be modified, added or repealed at any time by the 45 Ocean.

**By Order of the Board of Directors
of 45 Ocean Condominium Association Inc.**