

**THE OCEAN AT THE BLUFFS
SOUTH CONDOMINIUM
ASSOCIATION, INC.**

**RULES AND REGULATIONS FOR
THE OCEAN AT BLUFFS SOUTH,
A CONDOMINIUM**

The definitions contained in the Declarations of Condominium and Recreational Covenants Agreement for the Ocean at the Bluffs South, a Condominium, are incorporated herein as part of these Rules and Regulations.

1. The walkways, entrances, halls, corridors, stairways and elevators shall not be obstructed or used for any purpose other than ingress and egress to and from the Building(s) and the other portions of the Ocean Bluffs South Condominium development.
2. 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 the prior written consent of the Association by its Board, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Board.
3. All draperies, curtains, shades or other window or door coverings installed within an Apartment which are visible from the exterior of the Apartment or other portions of the Ocean Bluffs South Condominium development shall have either a white, off white, beige, or neutral colored backing unless otherwise approved in writing by the Board. Natural and neutral wood toned shutters are allowed. No sign, notice or advertisement shall be inscribed or exposed on or at any window or other part of the Apartment, except such as shall have been approved in writing by the Association, nor shall anything be projected out of any window without similar approval.
4. No article shall be hung, placed upon or shaken from the doors, windows, walkways or balconies of the units or placed upon the outside_

window sills or railings of the units, limited common areas, common areas or recreation areas.

5. No bicycles, scooters, baby carriages, skateboards, surfboard or similar vehicles or toys or other personal articles shall be allowed to stand in any of the Common Elements or Recreational Areas. Bicycle riding and roller skating are prohibited on all walkways of the condominium property.

6. No apartment owner, tenant or guest shall make or permit any noises that will disturb or annoy the occupants of any of the Apartments or do or permit anything to be done which will interfere with the rights, comfort or convenience of other owners. No owner, tenant or guest shall permit any excessive sound from their Apartment to be heard in other Apartments or from the windows and/or balconies of other Apartments.

7. Each Apartment owner shall keep his Apartment in good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown from the doors or windows thereof any dirt or other substance.

8. No radio or television aerial or antenna shall be attached to, or hung from, the exterior of the Apartment or the roof thereon or any other portion of the common elements or limited common elements.

9. There shall be a \$10.00 lock-out charge if the Association is requested to furnish keys for access to an Apartment owner who has locked himself out of his apartment.

10. Each apartment owner who plans to be absent from his Apartment during the hurricane season (June 1 - November 30 of each year) must prepare his or her Apartment prior to his or her departure by designating a responsible firm or individual satisfactory to the Association to care for his Apartment should the Apartment suffer hurricane damage. Since almost any item on a balcony can become a projectile during a hurricane, ALL ITEMS are to be cleared from both balconies prior to the owner's departure and the hurricane shutters are to be closed and fastened. In the event any unit is not in compliance with this regulation and it becomes necessary for the Board to arrange for the removal of items left on the balconies, the Board shall have the authority to enter the unit without further notice to the owner and to remove the items from the balconies. The owner

will be assessed a charge of \$100.00 for this service. The owner shall be deemed to have waived any right to assert any claim against the Board or the Condominium Association or any person or firm acting in behalf of them for anything arising out of entry engendered by the owner's failure to comply with this regulation.

11. All garbage and refuse from the Apartments shall be deposited with care in garbage and recycling containers intended for such purpose only at times and in such manner as the Association will direct. All disposals shall be used in accordance with Instructions given to the owner by the Association. No littering shall be permitted on the Common Elements or Recreational Area.

12. Water closets and other water apparatus in the Apartments or the Common Elements or the Recreation Areas shall not be used for any purpose other than those for which they were constructed. Any damage resulting from misuses of any Water closets or other apparatus shall be paid for by the owner responsible for same.

13. No Apartment occupant shall request or cause any employee or agent of the Association to do any private business of the Apartment owner during Association-paid hours, except as shall have been approved in writing by the Association.

14. The agents and employees of the Association and any contractor or workman authorized by the Association may enter any Apartment at any reasonable hour of the day for the purpose permitted under the terms of the Condominium Documents. Entry will be made by prearrangement with the owner, except under circumstances deemed as an emergency by the Association in which case access is deemed permitted regardless of the hour. If no key has been provided by the owner as provided for in these rules and regulations, the Association or its representative shall be authorized to enter the Apartment, at the expense of the owner, and shall not be liable for replacement or for any damages resulting from breakage or from failure to replace the locks.

15. VEHICLE REGULATIONS

(A) No vehicle or other possessions belonging to an Apartment owner or to a member of the family or guest, tenant or employee of the Apartment owner shall be positioned in such manner as to impede or prevent ready access to another Apartment owner's parking space. The Apartment owners, their employees, servants, agents, tenants, visitors, licensees and family will obey the parking regulations posted in the private streets, parking areas and drives and other traffic regulations promulgated in the future for the safety, comfort and convenience of the Apartment owners.

(B) Except in emergency, no Apartment owner shall cause or permit the blowing of any horn from any vehicle of which he, his guests or family shall be occupants which is upon or approaching any of the driveways or parking-areas serving the Condominium Property.

(C) No trailer, boat, camper, truck, motorcycle or commercial vehicle shall be permitted on any portion of the Common Elements or the Recreation Areas except upon such portion of the Ocean Bluffs South Condominium development as the Board may, in its sole discretion, determine. Sport utility vehicles, mini vans, and Jeeps are allowed provided they fit within the designated lines of the parking space. The Association shall have the right to authorize the towing away of any vehicles in violations of this rule with the costs to be borne by the owner or violator. Any vehicle not specifically covered by this regulation requires separate application to the board.

(D) All cars which are to be parked in the parking lot overnight must obtain a permit from the condominium office. No vehicle may occupy more than one (1) marked space at anytime.

(E) Apartment owners using any storage covers must have permission in writing from the Association Office and must furnish the above mentioned responsible party's name as well as proof of current valid license tag. No guest, lessee, visitor or licensee may use storage covers.

(F) No Apartment owner shall do or permit any assembling or disassembling or motor vehicles on the condominium premises except for ordinary maintenance such as the changing of a tire or battery. Each Apartment owner shall be required to clean his parking spaces of any oil or other fluid discharged by his motor vehicle.

(G) No sports equipment, personal articles, business equipment, or storage pods may be stored on the exterior of any parked vehicles.

(H) Any owner or lessee planning to store their vehicle for over one month must provide the association with the name of a resident at the Association who will be responsible for the vehicle and its maintenance.

(I) All vehicles without a decal stored in a guest parking space will be towed.

(J) Any storage covers blowing off a vehicle will be removed and disposed of if responsible party or owner takes no corrective within 24 hours.

(K) The Association shall be permitted to check under any storage cover to verify current license tag and parking permit.

(L) Vehicles must be parked front to curb (NOT BACKED IN) in a manner which shall leave a minimum of twelve (12) inches between any part of the vehicle and any Association vegetation and vehicle shall not overlap sidewalks. In this application "vegetation" shall include, but not be limited to, shrubs, hedges, plants, trees, lawns and ground covers.

(M) All Board-approved lease renewals will require the issuance of an appropriate updated lessee vehicle decal or card which shall reflect the termination date of the renewed lease.

(N) When a vehicle is sold or relinquished the decal shall be removed and pieces including decal I. D. number shall be disposed of.

(O) Any vehicle parked in a guest space or owner's numbered space must have current valid license plate(s) and decal or will be considered an abandoned vehicle and will be towed. For those states requiring two plates, both must be affixed. In any event, no untagged (unlicensed) motorized vehicles of any nature, including those with expired license plates, shall be permitted to be used or parked, or stored, on the Association property at any time, except Association owned vehicles.

(P) Parking under porticos is limited to vehicles with valid condominium parking registration and is limited to thirty minutes. Workmen's vehicles shall not park under the porticos. The limited parking shall be in such a manner as not to interfere with delivery of mail, etc. Vehicles are not to be washed, vacuumed, polished or repaired under the porticos.

(O) Realtors are to park in guest spaces only.

16. No Apartment owner shall use or permit to be brought into the Apartment any inflammable oils or fluids such as gasoline, kerosene, naphtha, benzene, or L.P. tanks or other explosives or articles deemed extra hazardous to life, limb or property.

16 BARBECUE GRILL FIRE REGULATIONS:

Under no conditions is barbecuing allowed on the balconies or walkways of the condominium. The National Fire Prevention Association (N.F.P.) prohibits the use of charcoal, LP or any other barbecue grills on condominium balconies.

17. No Apartment owner shall be allowed to put his mail name or street address or any other sign on any portion of his unit. No furniture or other articles may be placed on the lawns.

18. The Association must retain a passkey or passkeys that open all locks to each Apartment. No owner shall alter any lock or install a new lock on any door leading into his Apartment without the prior consent of the association. If such consent is given, the Apartment owner shall provide the Association with a key or keys for the use of the Association and the Board. If no key has been provided by the owner as provided for in this rule, the Association or its representative shall be authorized enter the Apartment, at the expense of the owner, and shall not be liable for replacement or for any damages resulting from such breakage or from failure to replace locks.

19. Any damage to the Common Elements, the Recreation Areas or equipment of the Association caused by any Apartment owner, family member, guest, lessee or invitee of any Apartment owner shall be repaired or replaced at the expense of such owner.

20. Each Apartment owner shall be responsible for the actions of his or her family members, tenants, licensees, invitees and guests.

21. Food and/or beverages may not be prepared or consumed except in the Apartments or such other areas as may, from time to time, be designated by the Board. The covered area adjacent to the pool building has been designated as approved for the preparation and consumption of food and beverages in non-breakable, non-glass containers. Food consumption is permitted outside covered areas for Bluffs Ocean South community socials. **NO BARBECUING IS PERMITTED.** Those bringing food or beverages to the designated areas are responsible for complete cleanup, including depositing of waste in dumpsters and recycling bins as appropriate. **FOOD WASTE IS NOT TO BE DEPOSITED IN CONTAINERS IN THE POOL AREA, BUT MUST BE CARRIED TO THE DISPOSAL AREAS.**

22. Complaints regarding the administration of condominium property or the Recreation Areas or regarding actions of other owners shall be made in writing to the Association. Anyone requesting a written answer to such complaint shall submit the complaint by certified mail, return receipt requested, to the Association office. Unit owners who require information from the condominium office must request such information in writing. Up to ten days may be allowed to supply the information requested. Copies will be made at a charge to the person requesting same of 25 cents per page.

23. Recreation Areas are solely for the use of the Apartment owners, their family members and invited guests and duly registered tenants. The use of the recreational facilities shall be at the risk of those involved and, in any event, (see Rule #20) NOT at the risk of the Association. The lake is not an area for recreation, and, swimming, boating, including gas-powered model boating, wading and play of any sort is prohibited on any condominium property except the tennis court, which is governed by the Tennis Court Rules. This includes practicing or hitting golf balls. Hockey playing or practice is also prohibited. When using the swimming pool and tennis court, use of official identification tags is mandatory.

24. The regulations governing the use of the Recreation Areas, including permitted hours, guest rules, safety and sanitary provisions and all other pertinent matters shall be in accordance with regulations adopted from time to time by the Association, and shall be posted in the Recreation Areas.

24(a) TENNIS COURT RULES (PRIVATE - MEMBERS ONLY)

- 1) Courts are open from 8 a.m. to 10 p.m.
- 2) Tennis attire including regulation footwear required at all times.
- 3) One hour limit (singles) (1 1/2 hours doubles) when court is occupied and players are waiting.
- 4) No food or drink allowed in fenced area.
- 5) Children under 14 must be supervised by an adult while playing
- 6) No pets allowed within fenced enclosure
- 7) Tennis courts are for the exclusive use of residents of The Ocean at the Bluffs South Condominium Association, Inc. and their guests and tenants. Keys for guests and tenants are available at the office. A \$25.00 refundable deposit is required.
- 8) Only tennis, and no other form of ball playing is permitted on the tennis court.

24(b) POOL RULES:

1. Hours of operation: 8:00 A.M. to 9:00 P.M..
2. No lifeguard on duty - swim at your own risk.
3. Shower before entering pool - no soap to be used in pools.
4. Bathing suits only - no shorts or cut-offs.
5. NO FOOD OR DRINK OTHER THAN WATER PERMITTED ON POOL DECK OR IN POOLS
6. No running, ball playing or rough play of any kind in pool area.
7. No animals in pool area.
8. No toys or floating devices in the large pool.
9. NO GLASS CONTAINERS ANYWHERE IN POOL - AREA.
10. No diving.
11. No pool furniture may be removed from pool area.
12. No skates, skateboards, bicycles or mopeds allowed.
13. Children under 14 years of age must be accompanied by an adult.
14. Children under 3 years of age must wear rubber pants & diapers.
15. Violators may lose privileges.
16. Radio and tape playing with ear phones only with exception of designated social events approved by the board.

17. Furniture on first come, first serve basis. No reserved seats allowed.
18. All chaises and chairs **MUST BE COMPLETELY COVERED WITH TOWELS.**
19. If you use an umbrella, please lower it before leaving pool area.

25. No pet may be kept in any Apartment, nor shall any guest or visitor be permitted to bring pets into this area. In no event shall pets be permitted on any of the public portions of the Bluffs Condominium Ocean South unless on a leash.

26. No clothesline or other similar device shall be allowed on any portion of the Common Elements limited Common Elements or the Recreation Areas.

27. No Apartment owner or lessee shall do or permit any act or failure to act which shall cause any Insurance policy on the Apartment or on the condominium to become void or suspended, or which would cause any increase in premiums payable by the Association.

28. No awnings, shutters, light reflective materials, window tinting, ventilators, window fans, air conditioning devices or the like shall be used in or about the Apartment without the prior written approval of the Board as to design and color, which approval may be withheld on purely aesthetic grounds and shall be within the sole discretion of the Board. In any event, Board approval shall not be granted unless such items substantially conform to the architectural design of the building and the design of any of such items which have been previously installed at the time Board approval is requested.

29. Apartment owners above the first floor may only use hard surface floor covering, i.e., tile, wood, vinyl, etc., in approved areas consisting of Entry Hall, Kitchens, Adjacent Bar Area (extending in width up to the main bathroom threshold, but not to exceed 5 feet in length beyond the original bar area), Master Bedroom Vanity Area, and Utility/Laundry Room. All other carpeted areas originally installed in the apartment with the exception of any carpet which requires removal shall be replaced by carpet

of substantially similar quality, weight and consistency. Tile in Kitchens, Hallways, Bathrooms, Bar Area, Vanity and Utility/Laundry Rooms shall only be installed pursuant to Board-approved specifications on file in the Condominium office. Apartments shall be subject to inspection upon transfer, rental or complaint of another owner.

30. If any owner desires to tile his or her balcony/patio, such tiling must be done in compliance with specifications on file in the condominium office.

31. The Apartment owners should refer to the occupancy and Use Restrictions contained in Article XII of the Declaration and the restrictions contained in Article III of the Recreational Covenants Agreement for the Ocean at the Bluffs South, a condominium.

32. These Rules and Regulations may be modified, added to, or repealed, in whole or in part at any time by the Board, provided that notice of the proposed modifications, addition, or deletion is sent by the U.S. certified mail, return receipt requested, to each member of the Association at least thirty (30) days before the proposed modification, addition, or deletion becomes effective.

33. All prospective owners or tenants must be personally interviewed by the Screening Committee at a time and date set by the Committee. This shall be before any approval for residency is given. Until the owner or Realtor is notified by a representative of the Board or the Board's approval, no one shall move in to subject unit.

34. (a) Any owner who has leased their unit automatically relinquishes his/her right (and that of their family) to use Association Recreation Areas and amenities, as such privileges are construed to have been transferred to his/her lessees. This shall include the use of parking spaces on a continuing basis, pools and tennis courts, recreation and picnic area and pavilions.

34. (b) Apartment owner/lessee is responsible for furnishing their guests and tenants with the Association Rules and Regulations and familiarizing them with these Rules.

34. (c) The application of the prospective owner or lessee must be accompanied by a copy of the sales contract and mortgage contract or lease together with the owner's or Realtor's check for applicable Screening Fee payable to the Association. This fee is not refundable. The present owner is the "applicant" sponsoring a prospective owner or lessee.

34. (d) For security reasons, no Realtor may install a key lock-box on the door exteriors.

35. In the absence of the Apartment owner, any persons who occupy an Apartment must give the Association a completed "guest application form" two (2) weeks prior to occupancy and certify in writing their relationship to the owner, the length of stay and if they are a paying guest. If they are a paying guest, they will be subject to an application fee of \$100.00 and a minimal three (3) month lease with a security deposit of \$500.00 to the Association for the common areas. Damages to the common areas by tenant, family or guests will be deducted from this deposit. If the owner fails to comply with this ruling, the Association Board will then take legal action.

36. No Apartment owner, tenant or guest shall move into or out of any Apartment on Saturday or Sunday. Movers will use hangers in elevators to protect walls with their pads.

37. The owners of all units shall have approved hurricane shutters installed on the two windows with sliding glass doors located on the lake side of their units. The board of directors shall have authority to enforce this rule by all legal means, which shall include, but not be limited to , the imposition of fines for non-compliance, withholding of approval of the leases of potential unit tenants, withholding approval of new unit owners and instituting court proceedings to require compliance with this rule. The Board of Directors shall also have the authority to arrange for shutter installation and to assess the unit owner for all costs of such shutters and installation.

38. Any Apartment owner wishing to examine or copy any records of the Association must submit a request in writing to the Association office, which request shall specify what information is requested. The Association

shall produce such information for examination by the owner requesting same within ten (10) days or otherwise explain in writing to the owner making such request the reason for failure to produce the information. Examination of the information referred to in this rule shall be by appointment and shall take place during regular Association office business hours.

By resolution of the Board of Directors of the Ocean Bluffs South Condominium Association, Inc.

As approved by the Board of Director of The Ocean Bluffs South at Board meetings of the 4th quarter of 2005 and January 2006 meeting.