

OCEAN HARBOUR SOUTH CONDOMINIUM ASSOCIATION, INC.

APPLICATION FOR APPROVAL OF SALE

- A. Sales Approval Application to sell Unit # _____.
(Please submit \$150 Application fee and copy of Sales Contract with this application.) Please make checks payable to Ocean Harbour South Condominium and mail to Elliott Merrill Community Management 835 20th Place, Vero Beach, FL 32960.
- B. The Board of Directors may take up to thirty (30) days to approve or not approve a sale. Upon receipt of this application, the Board will process as quickly as possible.
- C. The Condominium Act requires complete disclosure on resale of condominium units. In processing a request for approval for resale, an owner shall certify that they have provided the prospective purchaser with the following documentation:
1. A copy of the Declaration of Condominium.
 2. A copy of the Articles of Incorporation of Ocean Harbour South Condominium Association, Inc.
 3. A copy of the approved operating budget for the current year
 4. A copy of the By-Laws of Ocean Harbour South Condominium Association, Inc.
 5. A copy of the current Rules and Regulations of Ocean Harbour South
 6. A copy of the "Frequently Asked Questions and Answers".
- D. The seller, prior to the closing of the sale, shall furnish all of the above information to the purchaser. Before approval of the resale of a condominium unit by the Board of Directors, purchaser must meet the requirement that the prospective purchaser has read the complete documentation package and has agreed to purchase the condominium unit, subject to all of the provisions of the documentation package.
- E. I/We the undersigned, furnish the following information for use by the Board of Directors of Ocean Harbour South Condominium Association, Inc. (Please type or Print)

Name of Buyer(s) _____
Last First M.I. Last First M.I.

Present Address
Of Buyer(s) _____

Others Who Will
Be in Residence _____

Telephone Number _____
Residence Business

Name of Persons (if any) who will need special assistance in the event of an emergency:

_____	_____	_____	_____	_____	_____
Last name	First	M.I.	Last Name	First	M.I.

Description of vehicle(s) to be parked on premises:

(Please refer to Condominium Rules, Section 5 – Green Booklet.)

_____	_____	_____
Make	Model	Year

_____	_____	_____
Make	Model	Year

F. Do Buyers have any felony convictions? _____
Yes No

G. May we conduct a Criminal Background Check? _____
Yes No

H. I/We certify that I/We have read the complete documentation package and agree to purchase the condominium Unit, subject to all of the provisions of the documentation package and acknowledge that I/We have been provided a copy of the items listed on the first page of this application.

Buyer Signature

Date

Buyer Signature

Date

I. I/We hereby certify that I/We have provided the Buyers with a complete Documentation Package.

Seller's Signature

Date

Seller's Signature

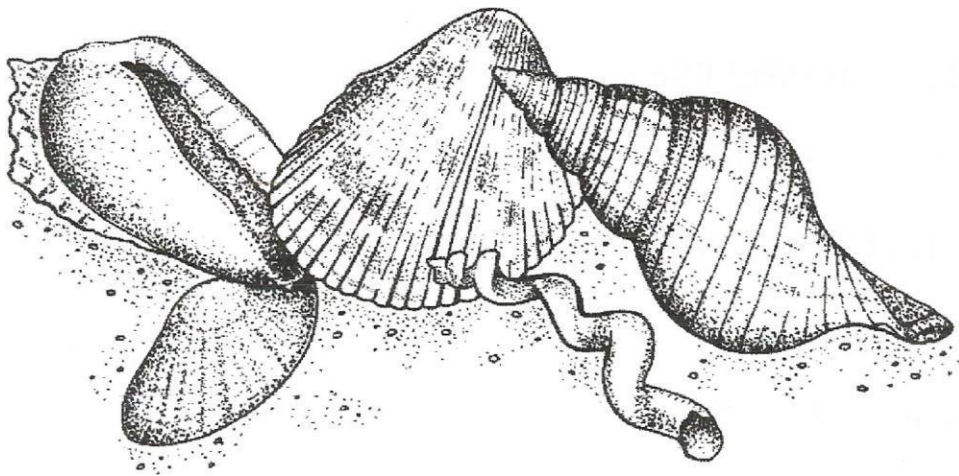
Date

(Revised 6/27/22)

RULES and REGULATIONS

and

GUIDE FOR LIVING



OCEAN HARBOUR SOUTH CONDOMINIUM

Revised September 2023

TABLE OF CONTENTS

INTRODUCTION	6
DEFINITIONS	6
CONDOMINIUM LIVING	7
RENTALS	8
SALES	9
MAINTENANCE CHARGES	9
INTERIOR	10
TRASH AND RECYCLABLES	10
STORAGE AREAS	11
ELEVATORS	11
EXTERIOR PREMISES	11
BALCONIES, WINDOWS & DOORS	12
VEHICLES AND PARKING	13
SWIMMING POOL	14
TENNIS COURTS	15
CLUBHOUSE	16
DOGS AND OTHER PETS	16
NOISE AND NUISANCE	17

DUNES AND BEACH	18
RULES AND REGULATIONS	18
FINES	19

OCEAN HARBOUR SOUTH CONDOMINIUM ASSOCIATION, INC.

OFFICIAL RULES AND REGULATIONS

1. INTRODUCTION

Living in a condominium requires both a tolerant and cooperative attitude to enable the community to function with a minimum of friction. Rules and regulations are essential. They define the owners' rights and privileges and discourage practices which infringe on these rights or are harmful to the community at large. Rules and regulations also protect the owners' investment as the value is largely determined by the character and appearance of the whole condominium complex.

It is the purpose of these rules to promote a peaceful atmosphere at Ocean Harbour South (OHS). All residents must be responsible for their conduct in consideration of neighbors. The Board will be notified of rule violations and a fine may be imposed.

These rules and regulations supersede any and all prior publication of the rules and regulations for OHS.

2. DEFINITIONS

Board - The use of the word Board in this publication means the Board of Directors of the Ocean Harbour South Condominium Association.

Owner - Owner refers to the person or persons whose names are on the deed and their spouses. If title to the condominium is in the name of a corporation, the officer approved for occupancy shall, for the purpose of these rules, be designated as the owner with identification issued only to owner and spouse. The owner is responsible for the conduct of owner's family, guest, lessees, and visitors, as well as any maintenance fees or costs which may properly be assessed.

Family member(s) - The children, parents, grandparents, brothers, sisters, and grandchildren of the owners.

Visitor - Person(s) visiting an owner, family member, guest or lessee while such party is in residence.

Guest - A guest is a person(s) to whom an owner extends the use of the condominium without charge during his absence. Guests are considered to be any person, except one who clearly qualifies as a family member as defined above. The owner must notify the management in advance when guests are expected to occupy the unit. The following information must be supplied: the name, address, telephone number, vehicle make and model, tag number (if not a rented car), and dates of occupancy of the guest(s). Guests may not sponsor overnight visitors, nor may they allow other persons to occupy the premises in their absence. Owners must keep in mind that the documents prohibit transient occupancy. Any owner that does not comply with the above may be fined and parking permits for the guest(s) will not be issued. Vehicles that do not have an authorized parking permit may be towed at the owner's expense.

Lessee - A lessee is a person(s) having been approved by the Board who will reside in the owner's apartment for a minimum of 30 consecutive days. The condominium unit may not be used by any person when the approved lessee is not in residence. If a lessee does not remain for the 30 day period, the unit may not be sublet, re-leased or otherwise occupied for the remainder of the unused term of the lease,

Authorized Occupant - An authorized occupant is the owner, the owner's family members, guests, or lessees.

Management - The organization responsible for overseeing the day to day operations of the OHS condominium and buildings.

3. CONDOMINIUM LIVING

- A. Each apartment (unit) will be occupied as a private family dwelling by the owner, family members, guests, and approved lessees and for no other purpose. No improper or unlawful use may be made of the condominium property.
- B. Owners will be held responsible for all acts of their family members, guests, visitors, lessees, and lessees' visitors resulting in damage to Ocean Harbour South property and are also responsible for improper or disorderly conduct of same.
- C. No liability is assumed by the condominium Association for use of any facilities.
- D. Occupancy of a unit is limited to 6 persons, including children.
- E. Owners and authorized occupants are limited to a reasonable number of visitors using the pool, tennis courts, and any of the common areas. Visitors may not use the facilities unless accompanied by an owner or authorized occupant. The-Board reserves the right to limit the number of visitors vehicles to any unit at any one time.
- F. Owners, family members, lessees, and guests may not allow non- residents to use the recreational facilities or the common areas when the owners, family members, lessees, and guests are not personally in residence,
- G. Violations of the rules and regulations by family members, lessees, guests., and their relatives or visitors, may result in termination of their occupancy approval by the Board, cancellation of their lease, and removal from the premises.
- H. Minors (children under 16) are not permitted to use the common areas unless there is adult supervision in residence. This does not supersede other common area rules.
- I. Occupants must turn off the water valves to their washing machine when it is not in use.
- J. Occupants must turn off the main water valve to their unit when leaving for more than 24 hours.

- K. All owners must leave a key to their unit with the management's representative for emergency maintenance problems. Florida Statute 718.111., Section 5 Right of Access states: "The association has the irrevocable right of access to each unit during reasonable hours when necessary for the maintenance, repair or replacement of any common elements or for making emergency repairs which are necessary to prevent damage to the common elements or to another unit or units." Emergency keys will not be released to anyone including realtors, contractors or service personnel. Unit owners will have to make other arrangements for providing access keys and/or gate openers.
- L. The Board will post notices and agendas for its meetings in the bulletin boards adjacent to the U.S. mailboxes

4. RENTALS

- A. No apartment may be leased for less than thirty (30) days.
- B. Prior to leasing an apartment, a Lease Application and application fee (see item E. below) must be submitted to the management for Board review and written approval.
- C. The Lease Application form may be obtained from the management.
- D. No unit may be leased without the specific written approval of the Board.
- E. A \$150 Lease Application fee is required for first time applicants and a \$100 fee will be charged for returning applicants.
- F. The Board will make every effort to review and approve leases within 15 days, but the Board may take up to 30 days to approve or disapprove a lease. The Lease Application shall be submitted at least 15 days prior to the anticipated occupancy or the owner will be subject to a \$50 Late fee.
- G. No prospective lessee may move into a unit before all steps of the approval process have been completed.
- H. Any owner who leases their unit without submitting a Lease Application shall be subject to a \$200 fine in addition to the Lease Application Fee.
- I. All lessees are subject to the rules of the Association.
- J. Upon approval, lessees must be furnished a set of rules, keys, and gate clicker/gate code by the owner or his agent.
- K. incomplete lease forms will not be considered for approval.
- L. Entire apartments may be leased. Individual rooms may not be rented.

- M. All subleases are prohibited.
- N. Lease Applications will not be approved by the Board for owners who are delinquent in their maintenance assessment or lease fees or fines and, no delinquencies will be allowed throughout the rental period.
- O. When a unit is leased, a tenant shall have all use rights in the association property and those common elements otherwise readily available for use generally by unit owners and the unit owner shall not have such rights except as a guest, unless such rights are waived in writing by the tenant. Nothing in these rules shall interfere with the access rights of the unit owner as a landlord pursuant to chapter 83 of the state statute.

5. SALES

- A. An application is required on all re-sales.
- B. State law requires complete disclosure on re-sales of condominium units. In processing a request of approval for resale, owners shall certify that they have provided the prospective purchaser with the following document package:
 - 1. Declaration of Condominium
 - 2. Articles of Incorporation
 - 3. A copy of the approved budget for the current year
 - 4. By laws
 - 5. A current copy of the rules of Ocean Harbour South
 - 6. Frequently Asked Questions
- C. The Board has 30 days to process an application.

6. MAINTENANCE CHARGES

- A. Quarterly maintenance fees are payable on the first of January, April, July, and October.
- B. Delinquent payments (received after the tenth of the month) are subject to the maximum interest allowed by law.
- C. All other assessments or installments not paid on the date they are due shall be deemed delinquent.
- D. The Association may proceed to collect all funds due in any manner provided by law,

including, and without limitation, the foreclosure of a lien.

- E. The lien, provided for in the Florida statute, shall also secure reasonable attorney's fees and costs incurred by the Association incident to the collection of assessments or enforcement of the lien therefore, as well as any sums expended by the association to protect the security of its lien.

7. INTERIOR

- A. The maintenance and repair of all facilities, equipment, and appliances within each condominium unit (including doors, windows, screens, air conditioning, heating units, water heaters, drains, electrical lines, plumbing fixtures, etc.) are the responsibility of the owners,
- B. Water leaks should be reported IMMEDIATELY to the management.
- C. To conduct alterations or modifications to their unit
 - 1. The owner must notify the management in writing prior to the planned alteration or modification
 - 2. The owner must supply specific details of the work to be accomplished including a schedule for completion.
 - 3. The owner or their contractor may not begin work until all information is received by the management.
 - 4. The owner will be held accountable for any work performed and the conduct of any contractor hired to perform work, including but not limited to any damage to common areas or any units. During the alteration work, elevators should be protected from damage (see Section 10) and work conducted M-F (8AM to 7PM) and Sat (9AM to 5PM).
 - 5. If floor tile is used, noise insulation must be utilized. Proof must be provided to the Board prior to installation of the tile.
 - 6. All contractors should be licensed and provide proof of liability and workmen's compensation insurance.

8. TRASH AND RECYCLABLES

- A. All household trash should be placed in plastic bags and securely tied before sending them down the chutes which are located in the trash chute room on each catwalk at the north end of the north building and at the south end of the south building.

- B. If a trash bag is too large for the chute, it should be carried to the first floor trash room and deposited into the dumpster.
- C. All recyclables should be disposed of in the receptacles provided in the first floor trash room. Recyclables should be crushed and removed from bags.
- D. Cardboard boxes should be broken down and flattened. Large boxes should be placed alongside the dumpster. Small boxes can be placed in the dumpster.
- E. No trash should be put in the recycling bins.
- F. No trash or other items should be placed on the floor of the trash room. If the item(s) do not fit in the dumpster alternate arrangements need to be made by the resident.

9. STORAGE AREAS

- A. Owners are allowed to store personal items in the lockers in the storage rooms located on each floor.

10. ELEVATORS

- A. Bare feet and dripping swimwear are not permitted in the elevators.
- B. Elevator doors should not be propped open.
- C. When using the elevators for moving furniture or large objects or during unit alteration work, owner or their contractor should request the management's onsite representative provide protective covering for the walls of the elevator. If necessary, elevator floors should also be covered to prevent damage.

11. EXTERIOR PREMISES

- A. Bathing suits, clothing of any kind, rugs, towels or any other articles should not be draped over railings on balconies or walkways, nor placed on walkways, windows, or facades.
- B. Clothes lines may not be hung on the building.
- C. Bicycles, furniture, plants, fishing rods, rafts, or personal property of any kind shall not be left unattended on the walkways, stairs or in any common areas. All personal property shall be kept within the apartment or in the individual owner's storage locker provided for this purpose.

- D. Any personal property left in the common areas may be removed by the management and if left unclaimed for 30 days may be discarded.
- E. Use of barbecue grills of any type for cooking on balconies, walkways, porches, and in any of the common areas is strictly prohibited. Use of provided barbecue grills in designated areas or those approved, in writing, by the board are acceptable. Food being brought to the barbeque area must be carried in unbreakable containers. Tossing cigarette or cigar butts, trash, or discards of any sort from or on balconies, walkways, catwalks, stairs, or any common area is prohibited.
- F. No one shall be permitted to play or loiter on catwalks, roofs, walkways, driveways or in stairwells, elevators, and parking areas. Skateboarding, and roller skating, are not permitted on the property.
- G. Ball playing and similar recreational activities are not permitted in any common area.
- H. Children under 12 must be supervised by an adult at all times.
- I. Shopping carts should be returned to the designated areas immediately after use.
- J. No common areas shall be decorated or furnished by an individual or group of owners in any manner except with prior Board approval. No resident shall display any item with offensive language or imagery.
- K. No door-to-door solicitations shall be permitted.
- L. Feeding of squirrels or other outdoor animals is prohibited.

12. BALCONIES, WINDOWS & DOORS

- A. No awnings, window guards, ventilation, or unauthorized air conditioning devices shall be placed on or about the common areas, windows or doors of the building.
- B. Shutters and screened enclosures must have Board approval prior to installation and must conform to OHS standards of design and color.
- C. Shutters are required on all windows and sliders and must be maintained by the unit owner.

- D. Owners may install screen or storm doors conforming to OHS standards of design and color may be installed without Board approval. Screen or storm doors must be maintained in good condition and replaced by the owner, as necessary or upon Board request.
- E. No signs, notices, advertisements or solicitations of any kind shall be visible or exposed at any window door or other part of the building or on any vehicle or other personal property visible in or from the common areas. Holiday decorations are permitted during that respective holiday season.
- F. Balconies are limited common areas. No material may be installed on any balcony (including walls, floors, ceilings and railings) without prior Board approval. If approval is granted, anything so installed is completely at the owner's risk and would have to be removed at the owner's expense, if necessary, repairs are required to the common elements.
- G. Between June 1st and November 30th, authorized occupants shall close all shutters and bring inside the unit from the balcony all items outside the shutters, upon leaving the unit for 72 hours or more. Shutters must be closed at all times throughout the year during a tornado, hurricane, tropical or named storm, or watch or warning of such storms. If it becomes necessary for management to close unit owner shutters a \$250 fee will be assessed. Owners are considered negligent should damage occur due to not following this requirement.
- H. Between March 1st and November 15th, all lights on balconies shall be kept off from sunset to sunrise to protect the nesting of turtles. All window coverings facing the ocean must be closed when interior lights are on.

13. VEHICLES AND PARKING

- A. There shall be no assigned parking, but areas shall be designated for "resident" and for "guest" parking.
- B. All vehicles parked overnight or longer must have an approved OHS parking permit
- C. Vehicles must fit entirely within a single parking spot (i.e. not extend past the parking lines) Vehicles that do not fit within the parking spot must be parked in the parking row closest to the road
- D. No vehicle with commercial lettering or any commercial vehicle shall be allowed overnight parking.

- E. OHS does NOT permit the following: RVs, boats, trailers, campers, motor homes, and cargo vans.
- F. Parking is allowed for owners motorcycles (max 1 per unit) provided they are parked near the gate and have the required parking pass.
- G. Owners or authorized occupants with prior permission of the Association may park or place moving vans or pods for loading and unloading of personal property, dumpsters for construction purposes of owners or their contractors, or other such objects on OHS property in areas designated by the Association, and these objects may be left on the property for no more than 48 hours. This time may be extended only with approval from the board.
- H. Horns should not be used while cars are parked or standing in the parking area. Loud vehicles of any kind are prohibited.
- I. Car washing is permitted only in the designated car wash areas.
- J. Except for an acute emergency, no repairing of vehicles is allowed in parking areas.
- K. The maximum speed limit in driveways and parking areas is 5 miles per hour.
- L. Parking is never permitted in the fire lanes.
- M. Parking in handicapped spaces requires Division of Motor Vehicles identification.
- N. It is necessary for all occupants to use an automatic gate opener or access code to gain access to the property.
- O. Vehicles of owners not in residence and stored on-site must be parked in the row closest to the road of their building, be registered, and used by the owners at least every 7 months. Any covers must be in good condition, as determined by the Board. Owners must notify management of any on-site vehicle storage and provide access to the vehicle key, in case of an emergency.

14.

SWIMMING POOL

- A. Pool hours for swimming are Dawn to Dusk.
- B. Children under 12 are not permitted in the pool at any time without adult supervision. It is the responsibility of the parent and/or guardian of each child to show proof of age to

management, if so requested.

- C. Swim diapers must be worn by incontinent persons, including but not limited to children who are not toilet trained. In the event that any person has a bowel movement in the pool, the parent, guardian, and unit owner will be held responsible for all costs incurred due to this act. Such costs include, but are not limited to, chemicals, cleaning, labor, and refilling the pool.
- D. Inner tubes, rafts, surf and boogie boards, and balls are not permitted in the pool. Individual flotation devices may be used.
- E. Pets are not permitted in the pool or pool area.
- F. Furniture and equipment may not be removed from the pool area
- G. Boisterous conduct, rough play, loud games, running, and ball playing are not permitted in the pool or pool area.
- H. Diving into the pool is NEVER permitted.
- I. Radios and audio equipment are permitted, if equipped with ear or headphones.
- J. Persons with infectious or contagious health conditions must not use the pool.
- K. Beverages and food in glass containers are not permitted in the pool or Tiki/grill areas.
- L. No food or drink should be consumed inside the pool.

15. TENNIS COURTS

- A. The tennis courts are for the exclusive use of occupants and their guests.
- B. All players must wear tennis shoes and shirts.
- C. Play is limited to one hour, if others are waiting.
- D. Food is not permitted on the courts.
- E. Use of the courts for any activity other than tennis-like (i.e. pickleball) is prohibited.

- F. A key is available for the tennis courts. A deposit is required. Keys may be obtained from management.

16. CLUBHOUSE

- A. Use of the clubhouse is limited to authorized occupants and their visitors.
- B. The clubhouse may not be used for outside civic or social affairs without Board approval
- C. A clubhouse reservation does not include the use of any other facilities such as the pool or Tiki/grill area.
- D. Furniture may not be removed from the clubhouse.
- E. Minors' (children under 16) parties must be personally supervised by sponsoring adults.
- F. Authorized occupants may request use of the clubhouse for private parties through management,
- G. A signed indemnification agreement must be given to management before the party date. This agreement must be signed by the unit owner or tenant hosting the party.
- H. A cleaning deposit of \$200 is required. If the premises are left in clean condition, the deposit will be refunded.
- I. Damages of any type will be charged to the owner.
- J. Wet attire is not permitted in the clubhouse.
- K. The clubhouse is a smoke free facility.
- L. You must be at least 18 years old to use equipment in the fitness room.
- M. Unsupervised children are not allowed in the fitness room.

17. DOGS AND OTHER PETS

- A. A household pet includes one cat or one dog under 20 pounds, canaries, parakeets, and tropical fish. Snakes, amphibians, rodents, pet insects or insect farms are NOT allowed as household pets.

- B. Only owners are allowed to have one household pet.
- C. Dogs must be on a leash at all times when outside the owner's unit.
- D. Dogs shall be walked on the west side of the buildings
- E. Pet owners must pick up after their animals and discard waste appropriately.
- F. It is also the owner's responsibility to ensure that the pet is not annoying other residents.
- G. The right to maintain a pet is subject to revocation.
- H. Guests, family members, visitors, and lessees may NOT bring pets on the premises.
- I. Pets are NOT allowed in the pool area at any time and are NOT permitted on the dune walk. An access area to the beach is located on the south side of the property between OHS and Oceanique that can be used for access to and from the beach.

18. NOISE AND NUISANCE

- A. No resident shall make or permit any disturbing noise in the building or the common areas which may interfere with the rights, comfort or convenience of others.
- B. Loud talking in the hallways, elevators, common areas or on the balconies and catwalks is discouraged.
- C. Doors should be closed quietly.
- D. No activity requiring hammering, drilling, sawing or other noise is permitted before M-F (8AM to 7PM) and Sat & Sun (9AM to 5PM)
- E. To minimize noise transmission, the floor area of each unit should be covered with rugs, carpets, or other adequate sound-proofing insulation. If floor tile is used, noise insulation must be utilized. Proof must be provided to the Board.
- F. Nuisances will not be allowed on the condominium property. Any actions or practices that are a source of annoyance to residents or that interfere with the peaceful possession and proper use of their property are not permitted.
- G. The personal behavior and actions of all individuals must be reasonable and prudent so as not to constitute an annoyance or hazard to any person on property, nor an

infringement on the rights of others.

H. Littering is not permitted.

19. DUNES AND BEACH

- A. Crossing the dunes other than on the dune walkway or cleared walkway on the far south side of the property is not permitted.
- B. Fishermen are requested to fish at the north end of the north building and at the south end of the south building away from the sunbathing and swimming areas.
- C. Picking the sea oats, sea grapes or other dune vegetation is prohibited by law.
- D. Before entering the dune walkway from the beach, all sand should be washed and tar removed from feet (and/or shoes).

20. RULES AND REGULATIONS

- A. The Board is empowered to enforce, enact, change or revoke rules.
- B. When a violation of the rules is observed, owners or residents are urged to file a written report (available through the management company) so that the violations can be corrected. The offender may be subject to a fine and other costs incurred as a result of the violation.
- C. No owner is to approach another about a rules violation unless it constitutes an immediate risk of harm to an individual or OHS property. Violations need to be reported via a written complaint to the management company. The offender may be subject to a fine.
- D. The Board may also enforce its rules and regulations in Florida state courts. Any costs associated with legal action may be levied upon the owner.
- E. It is the responsibility of all owners to provide a copy of these rules and regulations to all family members, guests, lessees, and visitors.
- F. All persons occupying or visiting a unit are required to observe and obey these rules and regulations.
- G. Any owner wishing to submit changes to the rules and regulations must present for consideration a written request to the Board of Directors.

21. SMOKING

A. Smoking, Vaping, Etc. is prohibited in the following areas:

- In the storage areas.
- First floor walkways (within 25 feet of the building)
- On the catwalks
- In the elevators
- In the stairwells
- In the trash chute room
- In the pool area
- Pool bathrooms
- BBQ area (within 25 feet of the pool area)
- Clubhouse

B. Smokers are responsible for the proper disposal of all cigarette butts. Violators are subject to a fine.

22. FINES

A. Fines may be levied against any owner of a unit whose occupants fail to abide by the provisions of the Declaration of Condominium, Association By- Laws or ules and Regulations of Ocean Harbour South Condominium Association.

B. The party against whom the fine is levied shall, if requested, be afforded a hearing by the Appeals Committee after reasonable notice (30 days). The notice shall include:

1. Date, time, and place of the hearing.
2. Provisions of the Declaration, By-Laws, or Rules and Regulations which have allegedly been violated.
3. A statement of matters asserted by the Association.

C. The party against whom the fine is levied shall have the opportunity to:

1. Respond in person or in writing.
2. Present evidence against the alleged violation.

D. Failure to respond will result in the fine being levied.

