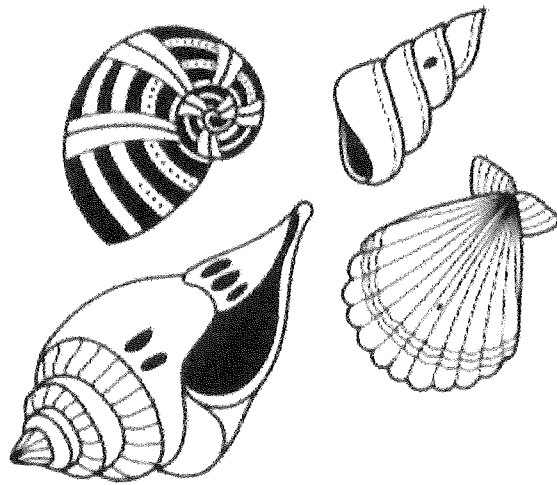


# *Oceanique*

## *Oceanfront*



*Rules and Regulations*

*May 2023*

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## **Statement of Purpose:**

These Rules and Regulations supplement those contained in the Declaration of Condominium for **OCEANIQUE OCEANFRONT CONDOMINIUM ASSOCIATION, INC.** and are designed to protect the property and the safety of our Owners. They are applicable to all Owners, family members, tenants, guests, visitors, and employees who are anywhere on the Condominium Property. As defined here, a Contractor hired by the Owner to perform work in an Owner's Unit or on the building roof to the Owner's unit air conditioning system is an employee of the Owner. A violation of these Rules and Regulations accrues to the Unit Owner, and Unit Owners are solely responsible for the actions of themselves and those they allow to enter the Condominium Property as visitors, through tenancy, or employment.

**1. The Common Elements Shall not be Obstructed or Defaced.**

The entranceways, passages, vestibules, lobbies, stairwells, halls, and similar portions of the Common Elements shall be used only for ingress and egress to and from the Condominium Property and individual Units. The Common Elements shall not be obstructed, littered, defaced, or misused in any manner.

**2. Personal Property Shall be Stored in the Unit, Assigned Garage, or Storage Cage.**

Personal property shall be stored only within the Unit, the assigned garage or storage cage. Beach furniture/gear may be neatly stored in front of under building garage spaces, if items do not impede using the space to park a vehicle or access to utility pipes.

**3. Items Placed at Unit Entry Doors Restricted.**

Small plants, a small table and two chairs or a small bench may be placed outside a Unit entry door, if the items do not impede the catwalk and are no more than five feet from the Unit entry door. Beach furniture shall not be placed at entry doors.

**4. Limited Articles Allowed on Unit Balconies:**

No articles except patio furniture, plants and planters shall be placed on a Unit balcony.

**5. Articles Shall Not be Shaken or Hung from Balconies.**

Rugs, beach towels, laundry or any other articles shall not be shaken or hung from windows, doors, balconies, or railings.

**6. Garbage Shall be Placed Only in Building Trash Rooms.**

Garbage and other refuse shall be placed only in building trash room dumpsters using tied bags. No glass items shall be thrown down the garbage chutes and no items shall be placed on the trash room floors. No paint cans or any liquids may be disposed of in the dumpster and may never be thrown down the trash chute.

No bulk items (such as furniture, appliances, plumbing fixtures, etc.) shall be placed in the dumpster. Owners are responsible for arranging bulk item pickup and removal.

**7. All Recyclables Must be Brought to Building Trash Rooms.**

All recyclables must be placed in the appropriate recycling containers in trash rooms. Plastic bags are NOT recyclable. All boxes must be broken or cut down to fit and be placed into a recycling container.

**8. Association Staff Shall Not be Engaged by Residents.**

Association staff shall not be engaged by residents for personal matters during business hours. The property management company is solely responsible for directing and supervising Association staff.

**9. Disturbing Noises Not Permitted.**

No person shall make disturbing noises in any Unit or Common Element location. This includes family members, guests, tenants, employees, agents, visitors, invitees, licensees, and pets.

No person shall play or permit to be played in a Unit or the Common Elements, any musical instrument, phonograph, television, radio or the like in a way that disturbs or annoys other persons on the Condominium Property.

Whenever possible, shutters shall be locked in the open or closed position to prevent banging.

**10. Signs Not Permitted.**

No signs, advertisements, notices, or lettering shall be exhibited, displayed, inscribed, painted, or affixed in, on or upon any part of the Common Elements or any part of a Unit where it is visible outside the Unit, except those authorized and approved by the Board.

**11. Exterior Alterations Not Permitted.**

No awning, canopy, umbrella, air conditioning unit, or other projection shall be attached to, hung, displayed, or placed upon the outside walls, doors, balconies, windows, roof, or other portions of the building, or on the Common Elements, unless authorized by the Board. Nothing shall be attached or affixed to the balcony outside the shutters, except the railings.

**12. Displaying Flags Permitted on Holidays:**

Any Unit Owner may display one portable, removable United States flag in a respectful way and on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day, may display in a respectful way portable, removable official flags not larger than 4½ feet by 6 feet that represent the United States Army, Navy, Air Force, Marine Corps, or Space Force, or Coast Guard regardless of any declaration rules or requirements dealing with flags or decorations.

**13. Hazardous Materials Not Permitted.**

No flammable, combustible or explosive fluids, chemicals or other substances may be kept in any Unit, enclosed parking space or storage cage except those normally used in small barbecues or for household purposes. The St. Lucie County Fire Code prohibits gas or charcoal grills on Unit balconies.

**14. Water Shut off and Owners Shall Designate a Responsible Contact Upon Owner's Absence.**

There is a much higher incidence of water heater failure or other plumbing problems caused by idle plumbing when Owners are away from their Units for extended periods. In order to prevent such problems, which can easily affect owners in contiguous units or in Units below the affected Unit, Owners, renters, and guests whose units will be left without an occupant for more than 24 hours, must turn off the main water valve controlling water entering the Owner's Unit and the circuit breaker to the hot water heater and the instant hot water dispenser. Owners are responsible to ensure that all Unit occupants are familiar with the location and operation of the water turn on/shutoff valve.

A Unit Owner who plans to be absent more than seven days must designate a responsible local firm or local individual to enter and care for the Unit at least once every 14 days to monitor the operation of the air conditioning system and any possible damage from wind,

water leaks, water ingress, or fire while the Owner is absent. The name and contact information of the designated firm or individual must be provided to the property management company. Air conditioning units must be serviced regularly (at least twice per year) to ensure proper operation. AC filters must be changed regularly (at least every three months), AC drain lines kept clear, and the emergency shut off for the AC in the event of a drain line backup or freeze up, must be operational.

In addition, to mitigate leaks and/or reduce water usage, Owners must perform the following or hire a licensed plumber to: 1) replace their toilet handles and/or flappers, when operating improperly, 2) replace all water valve connections for all their sinks, toilets, and washer/dryer with braided or solid pipe connections and 3) place water leak detectors on the floor near their hot water heater and/or in the drain pan, in the laundry room, and also under the sinks within their Units.

Failure to abide by this rule will constitute negligence on the part of the Owner and all costs for repair of any damage to their Unit, any other Units or condominium property shall be the owner's responsibility.

**15. Glass Beverage Containers Not Permitted.**

Glass beverage containers are not permitted in or on any outdoor Common Elements. This specifically includes but is not limited to the pool and spa area and anywhere inside the pool fencing.

**16. Exterior Antennas Not Permitted.**

Except as allowed by federal or state law, exterior antennas are not permitted on the Condominium Property.

**17. Owners are Entitled to Quiet Enjoyment.**

Owners/residents have a right to quiet enjoyment of their home. However, we live closely in a community sharing many amenities. We need to be considerate of our neighbors, but also tolerant of each other. So, activities or conduct of owners, their families, tenants, employees, or guests that disrupts the quiet enjoyment of other owners or residents of the property including (during construction/renovation activities) shall be performed to minimize negative impacts to other residents, whenever possible.

Playing of any kind is not permitted in or on any lobbies, hallways, catwalks, stairways, elevators, the parking lots, driveways, or the parking, driving areas, or garages on the first floor of Buildings A, B, and C and garages D, E, and F.

Scooters, bicycles, skateboards, or any other mode of transport shall be utilized in a safe manner. If operated in an unsafe manner (any manner that puts other people or property at risk of injury or damage) may result in permanent ban of that equipment.

No recreational vehicles, equipment, or toys (bicycles, go carts, etc.) are allowed on the roof of Building C other than equipment designed for use on tennis or pickle ball courts. Footwear worn and balls used should not mark or damage the surface of the roof of Building C.

**18. Dogs and Cats Not Permitted Unattended in the Common Elements.**

Dogs and household cats are not permitted unattended on any part of the Common Elements. Dogs and cats must be hand-carried or leashed and in the control of the Owner when walking to or from a unit.

Owners are required to clean up after their dog or cat if it soils any part of the Condominium Property. This specifically includes, but is not limited to elevators, catwalks, the parking lots, lobbies, parking garages, community room, billiard room, and any part of the grounds. Animal solid waste shall be bagged and deposited in the pet waste containers or trash room dumpsters and NOT in the recycling containers.

Only two pets (dogs or cats) are permitted in any Unit household and all pets of Owners, tenants, visitors, invitees, or guests shall weigh less than (30) pounds.

**19. Dogs and Cats Shall be Registered with the Association.**

Dogs and cats shall be registered with the Association property management company. Requirements to register are: (1) Provide a veterinarian's certificate of health and current vaccinations. (2) Proof of Rabies vaccine. (3) A photo of the pet. Items 1) and 2) above must be submitted annually to the property management company.

Paperwork identifying service or emotional support animals must also be submitted to the property management company for Board review.

**20. Enclosed Parking Spaces (Assigned Garages) Shall be Used for Vehicles.**

All enclosed parking spaces shall be kept neat and orderly. Items stored in the enclosed parking space (assigned garages) shall be placed in a manner that allows a vehicle to be parked in the space. Any personal items allowed to be stored in front of under building parking spaces are limited to beach gear and must be neatly stored, preferably in a storage bin.

If a Unit household has one or more vehicles on the Condominium Property, one vehicle must be parked in an under building or assigned parking garage.

No appliances (refrigerators, freezers, etc.) battery or trickle chargers, EV chargers or dehumidifiers, shall be plugged into electrical plugs in the assigned parking garages, unless the Association is reimbursed monthly for electric usage by metering or power company estimated yearly costs.

No appliances (refrigerators, freezers etc.), battery or trickle chargers, dehumidifiers, etc., except Board approved metered EV chargers are allowed to be placed or used in the under-building parking area.

Any EV charger installed or used in any limited common element parking space (under building) or assigned garage must be approved by the Board.

Any sale or transfer of the "exclusive use" of limited common element under building parking space or assigned garage must be reported to the property management company within 14 days of the transfer.

**21. Solicitation Not Permitted.**

No solicitation of any kind is permitted on the Condominium Property. This includes handouts, real estate signs or business cards. A bulletin board is available in the Community Room where residents may post items for sale or lease for no more than 30 days.

**22. Open Houses Restricted.**

Open Houses for any purpose, including but not limited to open houses to sell or rent Condominium Units, are allowed under the following conditions: Potential buyers/renters must

be met at or immediately after entry through the front gate by the owner/realtor, and escorted to and from the Unit by the owner/realtor. Under no circumstances shall any potential buyer/renter be given the gate code.

Except during Open Houses, no signs of any kind except Board approved signs shall be posted on Condominium property including real estate signs and real estate agent business cards.

Real estate agents may advertise an Open House by posting signs in the grassy areas north of the property exit within ten feet of the roadway and in the grassy area near the call box. These signs may be posted fifteen minutes before the advertised start time and up to fifteen minutes after the advertised end time of an open house or the last guest's departure, whichever is later. No signs or cards may be affixed to the call box. All parking of vehicles of real estate agents and guests will be in designated parking spaces. Parking or standing of vehicles in the circular area outside the entry and exit gates will not be allowed.

Owners are responsible for notifying their listing real estate agent of open house and property access rules and for real estate agent conduct on the property.

### **23. Units Shall be Used as a Residence Only.**

Pursuant to Article 16, Section 16.1 of the Declaration of Condominium, each residential Unit shall be used as a residence only. The Oceanique Condominium property ("the Property") is zoned for residential use only, and the conduct of any commercial business anywhere on the Property is prohibited. For purposes of the Declaration and these Rules, a "commercial business" is defined as an activity in which a person or entity is engaged in the delivery of goods, property, or services for the pecuniary benefit of the person or business entity dealing in those goods, property, or services.

Examples of such prohibited activity include, but are not limited to, meeting or consulting with clients, including residents, anywhere on the Property; selling merchandise from a Unit that involves the receipt or shipment of goods; providing a service with or without immediate charge for the purpose of attracting future commercial business.

Exceptions. The following activities are exempt from this rule: 1) the Owner of an Oceanique condominium Unit may engage in necessary business activity on the Property in connection with the sale of that Oceanique condominium unit, and 2) a Unit Owner or resident is not precluded from doing business-related work in his/her home office located within that person's condominium Unit so long as such business-related work does not include meeting clients/customers/business associates on the Property, or receiving shipments of goods at the Property.

### **24. Allowed Use of the Community Room.**

The Community Room, located on the ground floor of Building B, may be reserved by Unit Owners for their private use to conduct a social gathering. Tenants and unaccompanied Unit Owner guests may not reserve the Community Room for any purpose. A completed application must be submitted to the property management company at least 30 days prior to the desired date for such social gathering. The application must include the number of guests (no more than 35) attending and the hours the Room will be reserved. A \$150 refundable security deposit is required to reserve the Community Room. A Community Room reservation does not include the pool and spa area, the tennis courts, or the gym room. Due to limited visitor parking, offsite parking may be necessary.

The Board of Directors is the sole authority that may approve or deny an application to reserve the Community Room. Non-resident guests of the sponsoring Unit Owner are not permitted to use any other facilities on the property, including the swimming pool, spa, tennis courts or gym room. The sponsoring Unit Owner is responsible for cleanup and for the cost to repair any damages beyond the amount of the security deposit.

The Community Room is available during the hours of 7:00am to 10:00pm only. Unit Owners may reserve the Community Room for any day except for the following holidays: Memorial Day; Independence Day; Labor Day; Thanksgiving Day; and Christmas Day. The Social Committee planned activities take precedence over other all other Community Room reservations.

## **25. Inquiries from Owners Shall be in Writing.**

All inquiries from Owners concerning the business of the Association shall be made in writing, addressed to the Board of Directors, and sent by certified mail to the property management company. Within thirty (30) days after receipt of the written inquiry, the Board shall respond to the Unit Owner's inquiry in writing, and the response shall either provide a substantive response to the inquiry, notify the inquirer that a legal opinion has been requested, or notify the inquirer that information has been sought from a governmental entity.

If a legal opinion is sought or if information must be received from a governmental agency, then the Board shall respond to the inquiry in writing within sixty (60) days of receipt of the inquiry. The Association is obligated under this rule to respond to one written inquiry from each Owner within a given thirty (30) day period.

Definition of "Written Inquiry": For purposes of this rule, a "written inquiry" shall be defined as a single question without subparts. Multiple questions or single questions with multiple subparts will be regarded as additional inquiries and responded to individually in subsequent thirty (30) day periods.

## **26. Attachments to Balcony Ceilings, Walls and Floors, or Unit or Catwalk Railings or Parapets Restricted.**

Balcony ceilings, walls and floors are particularly vulnerable to degradation from the ocean air, thereby causing significant and costly structural problems. Therefore, the following safeguards are hereby implemented: **Ceilings:** Installing fans, lighting or other fixtures to balcony ceilings are prohibited. **Walls:** Except as noted below, penetration of the walls with small screws properly sealed to hang small and lightweight pictures or plaques is permitted. However, hanging large and heavy objects like televisions or audio equipment is prohibited. In addition, no penetration of walls is permitted in the walls separating the 02 and 03 stacks and 05 and 06 stacks in Building A and the 01 and 02 stacks and the 04 and 05 stacks in Building B.

**Floors:** Balcony floors may not be tiled, carpeted covered or altered in any way. Unit Owners who install such covering or alterations shall be required to remove them within sixty (60) days after written notice from the Association.

No lights may be attached to Unit balcony railings or parapets, during turtle season (March 1<sup>st</sup> to November 15<sup>th</sup>). All lighting on balconies and in Units during turtle season visible from the beach must be turtle protection compliant, with shades, blinds, or curtains closed on Unit or common areas windows or glass doors, as necessary during turtle season.



## **27. Mobile Services Restricted.**

Mobile services are permitted on the property only in the area designated by the Board of Directors. The designated area for mobile services is located on the northwest side of Building C (the building on which the tennis courts are located). The term "mobile services" refers to services performed by outside companies at the request of an individual Owner and includes, but is not limited to, automobile detailing, windshield repair/replacement, and pet grooming/medical checkup services. Except for checking and adding air to tires and refilling windshield washer fluid, other work on automobiles such as engine repairs, maintenance, and bodywork (including painting), is strictly prohibited anywhere on the property.

## **28. Hurricane and Storm Preparations Mandatory.**

Hurricane season is June 1<sup>st</sup> to November 30<sup>th</sup> each year. However, violent thunderstorms and gusting winds can occur anytime during the year. To ensure the safety of persons and property, the following requirements are in force year-round:

- A. When leaving a Unit unoccupied for longer than 72 hours (24 hours in hurricane season), the Owner **MUST** properly secure all shutters, remove all items from balconies, and remove all items from outside the unit entry door (including furniture, potted plants, door mats, and items hanging on doors and walls).
- B. For Owners who are present during hurricane season (June 1<sup>st</sup> to November 30<sup>th</sup>), the measures described in Paragraph A **MUST** be complete no later than 12 hours after a hurricane or tropical storm watch is issued for our geographical area.
- C. Building A North and South Elevators and Building B North Elevator are not powered by the emergency generator and an approaching storm could knock out electrical power leaving occupants trapped in the elevator. Building A Center Elevator and Building B South Elevator shall remain operational as long as safely possible, to allow owners to evacuate. All Owners are expected to obey all evacuation orders from state and county authorities, and they assume all risks by their failure to do so.
- D. Time permitting, Owners who do not comply with Paragraphs A and B of this rule will be given 15 days written notice to fully comply with all provisions. If an Owner has not fully complied after receiving such notice, then such Owner will be deemed to have permitted a representative of the Association, including an employee of the management company, to enter the Unit to ensure compliance. Items left outside the entry door will be placed in the trash rooms. The Unit Owner will be responsible for any expenses to effect compliance with this rule.
- E. In an approaching storm, there may not be sufficient time to provide an Owner with 15 days' notice to become compliant. In such case, or in the case of an unforeseen emergency, the Association reserves the right to effect compliance on short or no notice to an Owner. If shutters aren't closed by the Owner in a timely manner (see Item B above), the Board gives the property management company the authority to enter the Unit to close shutters or hire an outside company, as time allows to do so, with any and all costs for such service to be paid by the Owner per occurrence.
- F. It is the Owner's responsibility to ensure that tenants, guests, and employees comply with this rule.

## **29. Permitted Vehicles for Moving and Deliveries/Oversized Trucks Prohibited**

- A. Emergency vehicles, refuse collection trucks, commercial/repair vehicles, moving trucks, trailers, or pods, and three axle furniture delivery trucks are permitted to enter the property.
- B. Vehicles that are rated by the U. S. Department of Transportation as Class 7 or 8 (defined as vehicles having a Gross Vehicle Weight Rating of more than 26,000 pounds), may not enter the property for any reason. Examples of such Class 7 or 8 vehicles are 18-wheel tractor trailers, dump trucks, cement trucks and buses. Any such

vehicles in this class must load or unload their contents of their vehicles at curbside on Highway A1A.

- C. For the purposes of loading and unloading, moving trucks or pods that are permitted on the property may be parked for a period not to exceed 48 hours, with prior approval from the Board along the west or north side of the property or at a location designated by the property management company.

Owners must notify the property management company at least 48 hours prior to furniture move in or move out and new furniture deliveries, so the appropriate elevator may be padded, and lobby floors protected. Owners are responsible for the protection of the elevators. The use of the elevators for furniture transport must be scheduled Monday through Friday unless a special exception in writing is granted by the Board.

Short term parking for 30 minutes for loading and unloading is allowed for delivery trucks, small moving trucks, or trailers in front of Buildings B, D, and F.

- D. No parking of any vehicles at any time is allowed in front of the trash rooms.
- E. No overnight parking of RVs, boat trailers, or commercial vehicles is allowed without prior notification to the property management company and written Board approval. If Board approval is given, overnight parking will be in a location designated by the property management company.

### **30. Vehicles Parked on Condominium Property Shall be Registered.**

- A. Vehicles parked on the grounds overnight shall display either an RFID sticker, Oceanique Parking Decal, or a fully completed Guest Pass on the dashboard. RFID stickers shall be placed on the upper-right corner of the front windshield. Decals shall be placed on a lower corner of the front windshield or rear window, clearly visible from the outside to a casual observer. This policy applies to Owners, renters, and guests. Vehicles not properly identified will be towed at vehicle owner's sole expense. You will be warned one time with a note on the driver's side window that the vehicle will be towed within 24 hours if the RFID sticker, decal, or guest pass are not displayed. There will be only one warning. The areas under the building porticos marked as Tow away Zones are for emergency vehicle access only. Even properly registered vehicles will be towed, if parked improperly or in a tow away zone.
- B. Delivery and Commercial vehicles are allowed to park up to 30 minutes in front of Buildings B, D, and F. The towing company will be called, if any vehicle is left unattended for more than 30 minutes. Parking is permitted in white line marked parking spaces.
- C. If towed, the telephone number to retrieve your vehicle is posted on a sign at the south side of the entrance driveway. Once a vehicle is towed, it is the vehicle Owner's responsibility to contact the towing company and arrange for the release of the vehicle. The Association has no control or responsibility to intervene or assist vehicle owners of a towed vehicle.

### **31. Smoking and Vaping on the Condominium Property Prohibited:**

Except within the boundaries of an individual Unit, smoking and vaping is prohibited anywhere on the Condominium Property. This includes but is not limited to parking lots, under the porticos, the pool and spa area, the Community Room, the gym room, the grilling area, and Unit balconies. Emissions from tobacco products (cigarettes, cigars, pipes, etc.) or vaping devices

that is noticeable outside a unit boundary is a Nuisance as defined in Declaration Paragraph 6.5.

### **32. Using the Pool and Spa.**

The pool and spa rules are clearly posted on the east facing wall of Building B. Pool and spa hours are from dawn to dusk. During peak times (weekends, holidays, and anytime the pool area is crowded), spa use is limited to 30 minutes to allow others the opportunity to use the spa.

No toys of any kind are permitted in or around the spa. No floats, rafts, boards, or any large objects are permitted in the pool. Swim noodles and swim aides are acceptable, if always held.

The complete text of the posted rules is not repeated but carry the same force and effect as if they were.

### **33. Access to the Units and Garages is Required.**

- A. Pursuant to FL Statute 718 and Section 10.1.1 of the Declaration of Condominium, every Owner must provide the Association with access to their Unit and assigned garage. The Association requires access by virtue of providing the Association with a key(s) to the unit door lock(s) and the security alarm code, if set as well as, the code or clicker to their garage to be used by the Association only after reasonable notice or in the case of an emergency. The deadline for any Unit Owner who has not provided the Association with the unit key (and security alarm code, if set) and the garage code, or clicker is 14 days after taking ownership of their unit and garage.
- B. Failure to provide access to the Unit and/or the garage by the deadline will result in a fine of \$100 per day to an aggregate of \$1,000.
- C. In addition to fines, if the Association requires access to a Unit or garage and has not been provided with a key, code or clicker, the Association will procure the services of a locksmith to access the unit or garage. The cost for services of the locksmith, plus any administrative costs, will be levied as a charge against the owner.
- D. If the Association must institute legal counsel to compel access (through the furnishing of a key, code, or clicker), or to collect fines or locksmith and administrative fees, the Unit Owner will also be responsible for the Association attorneys' fees and costs.
- E. In addition, Florida Statute 718.111 is explicit and absolute that the Condominium Associations have the irrevocable right to access units and garages at reasonable hours, or as necessary to prevent damage to the common elements or units. The Association conducts an annual fire suppression and alarm system inspection, annual shutter inspections, and periodic garage inspections. The annual fire suppression and alarm system inspections are mandated by St. Lucie County and access to Units is required to conduct the inspection. The fire suppression and alarm system inspections are conducted per National Fire Protection Association standards (NFPA 25 and 72). When a Unit or garage cannot be inspected because the Association does not have a key, or code or clicker to enter the Unit or garage, a violation occurs as defined in these rules and fines shall be levied as provided herein for each day the Unit or garage cannot be entered to conduct the inspection up to the maximum allowed. If the Unit or garage cannot be accessed in subsequent years for the annual or periodic inspections, a new violation occurs for each year access is denied. For the fire inspection, painting any part of a sprinkler head or alteration of the sprinkler head or the area surrounding the

sprinkler head, and/or removing or tampering with the unit fire alarm speakers is a violation.

- F. In addition to fines allowed by these Rules, the Owner shall pay all costs to replace Unit sprinkler heads and repair the in-unit alarm system speakers and return them to the original design specifications.

### **34. Repairs and Renovations.**

- A. Unit Owners are required to immediately repair any-item in their Unit, or the unit air conditioning compressors located on the roof, if a malfunction is a danger to personal safety or likely to damage the Common Elements or another Unit property. Immediate repairs of unit water leaks, electrical wiring or the attaching hardware and strapping of a unit roof mounted air conditioning compressor are required. If the Unit Owner fails to make such repairs upon notification that repairs are needed, the Association shall make the repairs and charge the Unit Owner for the cost of repair including all labor and materials.
- B. The Unit Owner will notify the property management company of all repairs and renovations planned to be conducted in/on their Unit. Major renovations such as kitchen or bathroom renovations, tile replacement, etc. shall require an architectural form to be completed and submitted for Board approval. The Unit Owner is responsible for all actions of their contractors. No Oceanique carts may be used by the contractors to carry materials. During the repair or renovation activities, care must be taken so as not to soil or damage any part of the property including but not limited to the elevators, catwalks, balconies, lobbies, or parking lot. All debris must be removed from the property each day and no materials or fixtures are to be disposed of in the Oceanique dumpsters or recycling bins. Property management must be notified of the dates when materials are being transported in the elevators, so they may be padded and protected.

### **35. Compliance with Rules is Mandatory.**

Every Unit Owner and occupant shall comply with these rules and regulations as set forth herein and the provisions of the Association Declarations and By-Laws. These Rules and Regulations are filed with the St. Lucie County Clerk making them available every Owner, family member, tenant, guest, employee, and the public. They will be amended from time-to-time as needed to protect property and personal safety. Failure of an Owner or occupant to comply shall be grounds for legal actions which may include, without limitation, an action to recover sums due for damages an action for injunctive relief, and any combination of such actions including those described in Paragraph 36.

### **36. Fines May Be Levied for Non-Compliance.**

In addition to all other remedies, in the sole discretion of the Association Board of Directors the following actions may be used against Owners who violate these Rules and Regulations. Failure to comply with any provision of the Association Declarations or the Bylaws is also a violation of these Rules. A violation accrues to the Unit Owner for acts committed by the Owner's, family, guests, tenants, or employees. As defined here, a Contractor hired by the Owner to perform work for an Owner including but not limited to in an Owner's unit or on the building roof to the Owner's unit air conditioning system is an employee of the Owner. Unit Owners and tenants are solely responsible for the actions of themselves and those they allow to enter the Condominium Property as visitors, invitees or employees through tenancy or employment. The following procedures shall be used when violations occur:

- A. Fines: A fine not exceeding \$100.00 per violation may be levied. Fines may be levied for each day of a continuing violation with a single notice and opportunity for hearing, provided no such fine shall exceed \$1,000.00 in the aggregate.
- B. Suspension: The Association may suspend, for a reasonable period, the right of a Unit Owner, or a Unit Owner's tenant, guest, or invitee, to use the Common Elements, common facilities, or any other association property, pursuant to Florida Statute, specifically Section 718.303. Such suspension specifically includes the Community Room, the pool and spa area, the tennis courts, the gym room, and the Billiards Room. This paragraph does not apply to limited common elements intended to be used only by that Unit; Common Elements needed to access the Unit; utility services provided to the Unit; parking spaces; or elevators.
- C. Notice: Before levying a fine, the Association shall notify the Owner of a violation in writing and provide an opportunity to cure, unless in the opinion of the Board, the violation presents an unacceptable safety risk. If the Owner responds within 14 calendar days and corrects the violation, the matter will be considered resolved and closed. If the Owner does not respond within 14 calendar days; or if the violation continues beyond 14 calendar days; or reoccurs within 90 days of the warning notice, a second written notice shall state that the Owner will be fined as described in Paragraph A and/or Owner's rights to use Condominium facilities shall be suspended as described in Paragraph B. Once a fine or suspension of use of facilities are imposed by the Board, the written notice will be sent to the Unit Owner (and tenant if applicable) providing notice of a fine or suspension and providing the Owner and tenant with at least 14 days' notice of their opportunity for a hearing in front of the Appeals Committee to appeal the Board's decision.
- D. Members of the Appeals Committee: The Appeals Committee shall consist of three (3) Unit Owners, who are not members of the Board of Directors or the Board of Directors household.
- E. Hearing: The violation shall be presented at the scheduled Appeals Committee meeting. The Owner may present reasons why the fine or suspension should not be levied. A written Committee decision shall be submitted to the Owner not later than seven (7) days after the meeting. If the Committee does not agree with the fine or suspension, then the fine or suspension may not be levied. If the Committee agrees with the fine or suspension, then the unit Owner shall pay the levied fine within five (5) days after the written Committee decision is mailed to the Unit Owner.
- F. Application of Fines: All monies received from fines shall be allocated as directed by the Board of Directors.
- G. Delinquent Payments: If a Unit Owner is more than 90 days delinquent in paying a fee, fine, or other monetary obligation due to the Association, the Association may suspend the right of the Unit Owner or the unit's occupant, licensee, or invitee to use common elements, common facilities, or any other association property until the fee, fine, or other monetary obligation is paid in full. This subsection does not apply to limited common elements intended to be used only by that Unit, common elements needed to access the Unit, utility services provided to the Unit, parking spaces, or elevators. The notice and hearing requirements under Paragraph C do not apply to suspensions imposed under this subsection.
- H. Non-Exclusive Remedy: These fines shall be construed to be non-exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any fine paid by the offending Owner shall be deducted from or offset against any damage which the Association may otherwise be entitled to recover by law from such Owner.

### **37. Grilling Area**

The gas grills and fire pit will not be left unattended when in use and users will turn off the burners and close the top of the grills, upon their departure. Timers will be set based on the anticipated time for the grilling or fire pit use. Grills will be cleaned after each use with brushes stored under the large grill. Grill and fire pit users will be respectful to other users, so to provide an opportunity for all to use this amenity. No glass beverage drinking containers will be brought to the grilling or fire pit area. While using the grilling or fire pit area, the noise will be kept to a level, so not to disturb nearby residents.

### **38. Limited Common Area and Common Area Electrical Vehicle Chargers**

Owners that wish to install an electrical vehicle charger in their limited common area assigned garage or under building parking space may request permission of the Board to do so. The Board will grant permission on a first come first-serve basis, if the property's current electrical infrastructure can safely handle the additional electrical requirements for installation of the vehicle charger.

All costs including insurance associated with the installation, maintenance, and use of the individual EV chargers will be the responsibility of the Owner including any additional insurance costs to the Association because of such installation. Board approval, if given will be contingent upon the Owner adhering to all subsections of 718.113(8 a-i) (2021) as amended from time to time and the Owners will be required to comply with all provisions of 718.113 (8) (h 1-5).

Common Area Chargers can be installed and managed pursuant to 718.113(9) as amended from time to time.

### **39. Leases and Rental of Units**

Owners may rent their Unit for a period not less than 3 consecutive months (90 days). Prior to the rental period, owners and their prospective tenants must complete and submit a Lease Application, Florida Multi-Family Condominium Lease Agreement with Oceanique Addendum, to the property management company along with a \$100 fee per occupant 18 years old or older.

The Board of Directors review and approve/disapprove each Lease Application. All Owner maintenance fees and assessments must be current for an application to be considered.

To allow sufficient time for Board review and approval, Lease Applications and required documentation must be submitted at least 10 days prior to the lease start date. Any Owner who leases a Unit without a Board of Directors' approval and a Florida Multi-family Condominium Lease Agreement with Oceanique Addendum will be subject to a \$100 per day up to a maximum of \$1,000 for each day the unit is occupied without an approved application and fully executed Lease with Oceanique Addendum.

The Owner is responsible for providing their tenants with current copies of the Association Articles of Incorporation, Declaration, Bylaws, and Rules and Regulations and both Owners and tenants are obligated to abide by these documents. Section 16.7 of the Declaration provides more detail regarding Leases that must be abided by owners and tenants and will be enforced. Owners are responsible for their tenant's actions and will be contacted in the event of a violation.

**40. Approvals:**

Approved at the meeting of the **OCEANIQUE OCEANFRONT CONDOMINIUM ASSOCIATION, INC.** Board of Directors on May 17, 2023 and witnessed thereof by the President and Secretary:

Deborah Ford

Deborah S Ford

President

William Feldpausch

William Feldpausch

Secretary

**CERTIFICATE OF RECORDING  
OF RULES AND REGULATIONS  
OF  
OCEANIQUE OCEANFRONT CONDOMINIUM ASSOCIATION, INC.**

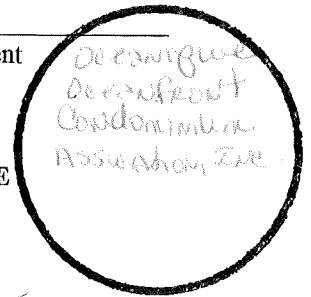
The undersigned, the President and Secretary of Oceanique Oceanfront Condominium Association, Inc. do hereby certify that the attached document is a true and accurate copy of the Rules and Regulations of Oceanique Oceanfront Condominium Association, Inc. which were adopted at the duly noticed Board Meeting held on May 17, 2023.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, and its Secretary and its corporate seal affixed this 6 day of June 2023.

**WITNESSES:**

[Signature]  
Printed Name: Deborah S Ford  
[Signature]  
Printed Name: Megan Townsend

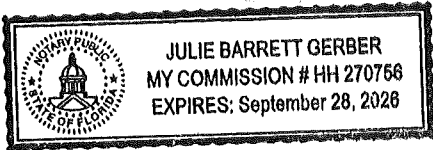
By: [Signature]  
Deborah S Ford, President



**CORPORATE  
SEAL**

STATE OF FLORIDA  
COUNTY OF ST. LUCIE

The foregoing instrument was subscribed, sworn, and acknowledged before me by means of  physical presence or  online notarization, by Deborah Ford, President of Oceanique Oceanfront Condominium Association, Inc., who is personally known to me or produced \_\_\_\_\_ as identification on \_\_\_\_\_, 2023.



[Signature]  
Notary Public  
Print name Julie Barrett Gerber  
My commission expires 9/28/26

Notarial Seal

**WITNESSES:**

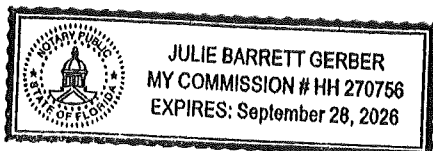
[Signature]  
Printed Name: Deborah S Ford  
[Signature]  
Printed Name: Megan Townsend

By: [Signature]  
William Feldpausch, Secretary

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT  
SAINT LUCIE COUNTY  
FILE # 5209774 06/26/2023 12:31:28 PM  
OR BOOK 5008 PAGE 2657 - 2672 Doc Type: CTF  
RECORDING: \$137.50

STATE OF FLORIDA  
COUNTY OF ST. LUCIE

The foregoing instrument was subscribed, sworn, and acknowledged before me by means of  physical presence or  online notarization, by William Feldpausch, Secretary of Oceanique Oceanfront Condominium Association, Inc., who is personally known to me or produced \_\_\_\_\_ as identification on 6/6, 2023.



[Signature]  
Notary Public  
Print name Julie Barrett Gerber  
My commission expires 9/28/26

Notarial Seal