

OWNERS
SANDS ON THE OCEAN
RULES AND REGULATIONS

The Board reserves the right to enforce these rules using all and any remedies available. Violations may subject the owner to expenses incurred to enforce these rules including, but not limited to reasonable expenses for enforcement, costs of suit, filing fees, and attorney fees. These rules of the Association Board are to be interpreted such that in the event of conflict the more restrictive rule and interpretation shall apply. These Rules supersede and replace any and all previous Rules and Regulations.

These Rules and Regulations may be modified, added to or repealed at any time by the Association. The Board shall have the power to specifically consent to or approve in writing any temporary waiver, exception or change in these Rules and Regulations; provided, however, any such consent or approval shall be revocable at will at any time. The failure of the Association to act in any particular instance in which any of the Rules or Regulations or By-Laws are violated shall in no event constitute a waiver of the right to fully enforce such a violation at any time in the future and no Unit Owner shall be entitled to maintain a Claim of Waiver or Estoppel against the Association simply because of a violation which has continued for any period of time.

Owners, renters, guests and invitees are expected to know and follow the rules and regulations. It is the responsibility of owners to inform their renters, family, service people, guests and invitees of these rules. For rentals, owners must provide a copy of these rules to their tenants and provide the office with a completed and signed Rental Information Form. Owners who (or whose guests, family, renters, service people or invitees) violate the rules and/or cause damage to the property will be held personally liable for said damages and will be expected to pay for the damage in a timely fashion or be subject to all remedies available through the condo documents and by law.

A. Garbage, Recyclables

1. All garbage, except recyclables, is to be wrapped in a tightly tied .72 mil thickness garbage bag with a rip guard or a .9 mil or thicker garbage bag without rip guard and placed in the trash chute located on each floor. All recyclables, i.e. newspapers, glass bottles, plastic bottles, aluminum cans, are to be placed in recycling bins. (These bins are located on the ground floor). Boxes and bags of garbage that are too large to fit into the chute must be taken down to the trash room on the lobby level. Please break boxes apart if possible. Trash chutes are not to be used between 10:00 P.M. and 7:00 A.M.
2. Flammable oils or fluids, such as gasoline, kerosene, naphtha, benzene and explosives of any type are prohibited in the condominium or garages. No paint, glass, containers full of liquid, heavy objects or any hazardous materials.

B. Shopping Carts/Luggage Rack

Shopping carts or luggage cart shall be returned to their designated area following use.

C. Grills & BBQ

The grills may be used by owners and guests at their own risk. The grill must be cleaned before and after use and the gas turned off at the canister and on the front of the grill. Charcoal, gas grills and electric grill are not allowed on balconies.

D. Insects/Pests/Nuisances

Nuisances: In order to avoid insect, pest, or nuisance problems related to health, no open food items of any kind are to be left on any balcony or in common areas; and nests or breeding places for animals or insects are not permitted.

E. Keys

Passkeys/Codes: The Association will retain a passkey and/or passcode to each Unit. No Unit Owner shall alter any lock or install a new lock on any door leading into Owner's unit without the prior consent of the Association. If such consent is given, the Unit Owner shall provide the Association with a key or passcode for use by the Association.

F. Quiet Enjoyment

All residents, tenants, and visitors have the right of quiet enjoyment of their unit. This right shall not be infringed upon by loud noise, music or other noxious sound, odors or physical impediment.

G. Common Areas

1. All common areas of the Condominium building including, but not limited to, the elevators, hallways, lobby, Reeves Room, exercise room, toilets, pool area and lanai are **SMOKE AND VAPING FREE**. Smoking and vaping is permitted in the designated area. No ashes or cigarette and cigar butts are to be disposed of on the grounds.
2. All walkways, entrances, hallways, corridors, stairways, driveways, roads and rights of way shall remain clear at all times. They shall be only for ingress and egress from the Condominium and the units.
3. Fire Exits: It is prohibited to have furniture, plants or other objects that tend to prevent easy access to any fire exit.

4. Names: Unit Owners shall not be permitted to put their names on any entry of the Units or mail receptacles appurtenant thereto, except in the proper places and in the manner prescribed by the Association for such purpose.
5. Children under the age of thirteen (13) must be accompanied by an adult in the common areas. This includes, but is not limited to the lobby, Reeves Room, lanai, and pool area. No one under the age of sixteen (16) is allowed in the exercise room unless accompanied by an adult.
6. Animals, grocery carts and luggage must enter and exit the building through the side service entrance door, **NOT** the main lobby. **NO** animals are permitted in the Reeve's Room.

H. Parking

1. Boats, recreational vehicles, and motor homes are only permitted on the Condominium property for loading and unloading. Washing these vehicles on the premises is prohibited. Motorcycles are not allowed on the property at any time.
2. No vehicle belonging to a Unit Owner, a member of the family of a Unit Owner or guest, tenant, visitor or employee of a Unit Owner shall be parked in such a manner as to impede or prevent ready access to another Unit Owner's parking space, garage or a guest parking space.
3. No self-powered vehicle which cannot operate on its own power shall remain on the Condominium Property for more than twenty-four (24) hours, and no major repair of vehicles shall be made on the Condominium Property.
4. No commercial vehicle, trailer, recreational vehicle or boat of any kind shall park or be parked at any time on the Condominium Property, unless such a vehicle is a commercial vehicle in the process of being loaded or unloaded or is temporarily parked for no more than 48 hours with Board approval in areas designated hereafter by the Board as areas for the parking of commercial vehicles, trailers, recreational vehicles or boats. The northwest corner of the parking lot is for temporary parking only.
5. SOTO parking decals shall be displayed on the lower left side of the owner's vehicles rear window. Owners are responsible for issuing parking lanyards for renters and guests. Violators are subject to having their vehicle towed at the owner's expense.

I. Balconies

1. Floor Covering: No carpeting of any type is to be placed on the balconies. Once all existing balcony tiles are removed, no future tiling will be permitted on the

balcony. An appropriate cement type of covering and sealant must be applied. (See Common Areas Maintenance Policy.)

2. Railing Paint: Railing paint must be MAB Rust-O-Lasric -- Dark Duranodic (Code 074758) or equivalent. The Association will supply the railing paint. In addition, all exterior door/window frames are to be painted the same color.
3. Tables: No new glass top tables will be permitted on any balcony.
4. Hurricane (Storm) Shutters: All windows/sliding doors must be covered by well-maintained hurricane shutters of the exterior accordion aluminum type and in the BRONZE COLOR only. Owners are required to ensure that shutters are in good working order and must comply with applicable building codes.
5. No one may sweep, throw or cause anything to be swept or thrown from the unit, its doors, windows or terrace balconies or hang any articles from the outside windowsills or terrace balconies or terrace railings of the units.

J. Unit Exterior

1. Unit Exterior Decorating: The exterior of the Units and all other areas appurtenant to a Unit shall not be painted, decorated or modified by any Unit Owner in any manner without the prior written consent of the Board of Directors, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Board. (See Common Area Maintenance Policy.)
2. Unit Exterior Attachments: No awnings, curtains, shades, window guards, light reflective materials, aluminum foil, hurricane or storm shutters, ventilators, fans or air conditioning devices shall be attached or affixed to the exterior of or be used in or about a Unit except as shall have been approved by the Board of Directors, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Board of Directors.
3. Signs: No sign, notice or advertisement shall be inscribed or exposed on or at any window or other part of a Unit except such as shall have been approved in writing by the Association, nor shall anything be projected out of any window of a Unit.
4. Antennas: No radio or television aerial or antenna shall be attached to or hung from the exterior of any Unit.
5. Each Unit Owner shall keep such Unit in a good state of preservation and cleanliness.

K. Windows & Doors

1. Screens: All removable window/door screens for Condo Units must be stored in the Condo Unit or Garage and not in the Generator Room or the Locker Room or any other common areas.
2. Window Tinting: Window tinting must be bronze only.

L. Hallways/Elevator Foyers

1. Unit Owners who want to change the décor of their three-unit hallways and foyers must obtain the approval of all three owners on that particular floor before making any changes. If the owners cannot agree the walls will be painted linen white. (See Common Area Maintenance Policy.)
2. Alterations to this limited common area space, such as addition of a closet, must be approved in advance by all three Unit Owners on the floor and by the Board of Directors. All three Unit Owners will have equal use of the alteration. (See Common Area Maintenance Policy.)
3. The electrical room on each floor cannot be used for storage of personal items, pursuant to the St. Lucie Fire Marshall.

M. Pets

1. Unit Owners are limited to two small pets, up to 30 pounds each, provided that such pet or pets (a) are not kept, bred or maintained for commercial purposes; (b) are not an unreasonable nuisance or annoyance to other Unit Owners; and (c) are under leash when in the common areas and Condominium Property outside of the Building.
2. If a dog or other pet becomes obnoxious to other Unit Owners by barking or otherwise, the Unit Owner thereof must cause such problem to be corrected, and if it is not so corrected, the Unit Owner, upon written notice from the Association may be required to permanently remove such animal from the Condominium Property.
3. Pets must be domestic animals and the owners are responsible to clean up after their pets. All pet waste must be removed by the owner and discarded in the trash. It is against County law to have a dog on the beach.
4. Service and Emotional Support animal policy is a separate document.

N. Recreation

1. Reeves Room: A Unit Owner may reserve the Reeves Room with the Management Company for a private, social, or educational function, but not for a commercial activity. A \$100.00 clean up deposit must be left with the Association, which will be returned less any costs incurred in cleaning up if the room is not returned to its normal clean condition. [*SEE PARAGRAPH 5 BELOW FOR USE OF KITCHEN.*]
2. Pool Parties: Food and beverages in non-glass containers on the extended areas of the pool patio and parties up to 10:00 P.M. are allowed with the permission of the Board.
3. Bicycle Room: All bicycles not stored in the unit or the Unit Owner's garage must be stored in the Bicycle Room. The bicycles must be tagged with the unit number or owner's name. Bicycles cannot be left outside or in the Condo hallways and foyers. Association will dispose of bikes that are abandoned or in inoperable condition.
4. All common facilities including, but not limited to, the kitchen, the pool, the spa/hot tub, Reeves Room, lanai, and exercise room are available to owners and their invitees, guests and renters provided the person desiring to use these facilities follows the individual rules for each of these amenities.
5. The kitchen may be used by owners and their guests, provided that the owner provides the Association with a deposit of \$100 in addition to the deposit for Reeves Room use, or the fee in effect at the time, to secure that the kitchen and all other areas used by the owner and his/her guests are returned clean and free from any and all debris. After the key is returned, shall inspect the facilities and if restored without damage and appropriately clean, the deposit shall be refunded. In the event that the used area must be cleaned or has damage, the deposit shall be forfeited and any additional costs to repair the damage or clean the area shall be assessed against the owner.
6. **Committees:**
 - a. Insurance Compliance
 - b. Fine Compliance
 - c. Architectural Review
 - d. Finance
 - e. Social
 - f. Other committees may be formed as needed.

O. Pool Rules

Anyone using the pool and/or spa/hot tub is on notice: There is no lifeguard on the premises and use is at his/her own risk.

1. Pool hours are dawn to dusk.
2. Pool bathing load is 14 people.
3. Spa (hot tub) load is 8 people.
4. No diving.
5. No smoking or vaping.
6. No running.
7. No animals or pets in the pool area. Owners must carry pets/animals through the pool area.
8. No food in the pool or the deck surrounding the pool. The tables located beyond the deck area may be used for food and drink provided all food and drink is in non-breakable containers and is confined to the outlying tables. GLASS IS NOT PERMITTED AT ANY TIME.
9. No personal items are to be left overnight in the pool or pool area. Large personal items including, but not limited to, surf boards, kiddy pools, and beach chairs are to be stored in the Unit, Garage or the Unit Storage Cage. Items left in the pool area past dark will be removed and discarded. No items may be stored under the boardwalk to the beach.
10. Children under the age of 13 must be under adult supervision at all times.
11. Children MUST BE TOILET TRAINED to use the pool or spa/hot tub.
12. Use of umbrellas: After use, all umbrellas must be closed, secured, and placed in the holders attached to the building.
13. All individuals re-entering the building must wear a cover-up and shoes. He/she must be dry and free from sand. Animals/pets must also be free from sand and dry.
14. Individuals using the pool area should return chairs and tables to their original location.

P. Exercise Room Rules

Everyone entering the Exercise Room is on notice that this room is unattended. Use of this room is at the user's risk. The user assumes any and all risk, which may occur upon entering the room and or using the equipment.

The equipment is dangerous if not operated as intended by the manufacturer. Use of the equipment may also be dangerous to YOUR HEALTH. Everyone initiating an exercise program should consult with his/her physician before using any of the equipment in the exercise room.

Users of the room release THE SANDS ON THE OCEAN, THE ASSOCIATION and any other legally authorized Sands entity from any and all liability that may result from their use or the use of their assignees of the exercise room or the exercise room equipment.

NO ONE UNDER THE AGE OF 16 YEARS MAY ENTER THIS ROOM.

1. The equipment is to be used solely for its intended purpose.
2. If someone is waiting to use equipment already in use, the current user must yield the equipment to the waiting individual after the current user has been on the equipment for thirty (30) minutes.
3. All equipment is stationary. It may not be moved from its position.
4. Upon exiting the room, the TV, air conditioning, and lights are to be turned off.
5. Nothing is to be removed from the room.
6. No food or drink, with the exception of water in plastic containers, is permitted in the exercise room.

Q. Garage Rules

ALL GARAGES ARE OWNED BY THE ASSOCIATION. GARAGE LOCATIONS WERE ASSIGNED BY LOTTERY AT THE TIME OF CONSTRUCTION ON JULY 1, 1995.

1. No garage may be used to park or store a boat, trailer, motorcycle, commercial vehicle or recreational vehicle. Storage of kayaks, paddleboards and surfboards is permitted.
2. A garage may be used solely for parking an approved automobile or van. No use of the interior of the garage which would prevent the parking of an approved

vehicle is permitted. Use of additional space in the garage is permitted only if it does not require the owner to use another parking space.

3. Garage spaces shall be kept neat and free of debris. Explosives, corrosive and flammable liquids are not to be stored in the garage.
4. Garage doors shall be kept closed when unattended.
5. Assignees have the right to affix objects or shelving to the interior walls of the garage, provided stored articles do not violate any of the Associations Rules and Regulations.
6. Assignees may paint interior walls and surfaces only. No painting outside the apron of the overhead doors is permitted.
7. Assignees shall be responsible for the maintenance of the garage door opener, components, and interior lighting.
8. Assignees are responsible for the cost of repairing any damage to the garage components that occurs. Said repairs shall be contracted for by the Association and billed to the Condominium Unit Owner.
9. Any and all costs including, but not limited to, insurance, maintenance and repairs, and repairs to the Utilities shall be borne equally by all garage assignees.
10. Failure to pay any maintenance or other garage fees shall be subject to a lien against the assignee's Condominium unit.
11. Assignees who allow guests or renters to use their Condominium unit must make their assigned garage available to that guest or tenant. The assignee is to provide a copy of the most current garage rules and regulations to their guests or tenants. If the owner is using his/her garage and has a renter, the renter must park in a "guest" space.
12. Assignees must leave a key or code for access to each garage in the maintenance office of the Association.
13. The Association retains the right to enter any garage in accord with its right to enter common areas and Condo units.

R. Residency

1. Hurricane Season: Each Unit Owner who plans to be absent from his/her Unit during the hurricane season must prepare his/her Unit prior to his/her departure by removing all furniture, potted plants and other movable objects from his/her

balcony and by designating a responsible firm or individual satisfactory to the Association to care for his/her Unit.

2. No Unit Owner shall supervise, direct or attempt to assert any control over any independent contractor or employees of the Association or of any management company employed by the Association, and no Unit Owner shall request that any such employee undertake any private business for a Unit Owner except during hours not working for the Association.
3. Damages: The cost to correct, repair, replace or clean up any Association property due to the acts of a resident, contractor, or guest will be charged to the responsible Unit Owner for reimbursement. The cost will be billed at actual as charged by any outside party performing the remedial activity. If the Association Building staff performs the remedial activity the charge will be \$50.00/HR for labor and actual cost of material.
4. Shutters must be closed if the owner is absent from the premises for two (2) weeks or longer. Also, water main valve and breaker to hot water heater must be turned off.

S. Administration

1. Owners may request to inspect the Association Official records subject to FLA Statutes and the Rules and Procedures.
2. Complaints: Complaints regarding the management of the Condominium Property or regarding the actions of other Unit Owners, renters, and guests shall be made in writing to the Association.
3. Keys: All sales of common area keys are at a price of \$25.00 per key. If duplicate Unit, mailbox or garage keys are required a price of \$10.00 per key will be charged.
4. Approval of Sales: With respect to transfer or sale of Units, wherein the approval of the Association is a prerequisite, a fee will be collected in connection therewith, but, not in excess of the expenditures reasonably required for such purpose and in no event in excess of \$100.00.
5. Meetings: Unit Owner Participation: One (1) Unit Owner from any Unit is permitted to take the floor at a meeting of the Board and/or Committee(s) for a maximum of three (3) minutes per agenda topic.
6. The Owner is responsible for conducting an **orientation** for approved Renters to familiarize them with these rules and the condominium facilities including, but not limited to, turning on the water valves. The management company should be

contacted for emergencies. The owner of the condo should be contacted for all other concerns.

T. Fine/Compliance Committee – Separate Policy

U. Finance

1. Assets: We will "expense" rather than "capitalize" all asset purchases for \$1,000.00 or less.
2. Contracts: No committee or its Chairperson is authorized to sign a contract (e.g. to purchase) or purchase any items(s), but only Recommend to the Board (which may subsequently authorize the purchase.)
3. Spending Authority: The President is authorized to approve expenditures of \$2,500.00 or less, without Board approval. The President is authorized to pay all contract amounts approved by the Board as standing amounts. All new or renewed contracts must be approved by the Board first.
4. Invoices: All invoices submitted for payment require the approval of the Treasurer or in the Treasurer's absence a Board officer.
5. Payments: Payments of Assessments and/or Quarterly Maintenance Fees should be sent to Elliott Merrill 835 20th Place, Vero Beach, FL 32960, or to whomever is SOTO's Management Company, or other such place the Association may direct. Any such payments shall be made by check payable to: Sands on the Ocean and clearly print your Unit number on check. Payments are delinquent twenty (20) days after due date.

V. Rules for Contractors, Movers and Delivery Services

1. All contractors, movers, and delivery services shall sign the entry log and initially report to the maintenance staff and make arrangements with the maintenance staff for entering and leaving the premises. A copy of these rules will be made available.
2. All contractors should make arrangements with the management company to disconnect the fire alarm sensors if the work they perform could activate the fire alarm. If the fire alarm is activated the Unit Owner is responsible for paying the fine that is levied by St. Lucie County for generating a false alarm.

3. All contractors performing major renovations must submit for approval an application form, with detail, to the management company.
4. The Unit Owner is responsible for arranging for the disposal of, but not limited to, construction debris, packing material, old appliances, bathtubs, toilet fixtures, sinks, mattresses, and box springs. These items are not to be left in the trash rooms or garbage dumpsters. If these items are left on the condominium property the management company will arrange for their removal and the Unit Owner will be charged for all expenses incurred.
5. The Unit Owner is responsible for the cost of repair or replacement of any damage the contractor may cause to the common Condominium areas and systems. This includes, but is not limited to doors, walls, ceilings, floors, elevators, fire alarms, sprinklers, air conditioning, water, and electric.
6. Contractors may not begin working before 8 AM or work after 4 PM Monday through Friday. No work is permitted on weekends without prior written approval of the Board of Directors.
7. Contractors, movers, and delivery services must use the side service entrances and designated service elevators when taking in or bringing out furniture, large packages, tools, machinery, building materials, appliances, tear down debris etc.
8. Contractors must move their vehicles away from the service entrances after unloading and park them in non-reserved parking areas. Under no conditions should contractors park in reserved parking spaces or block such spaces.
9. Contractors, movers, and delivery services must, at least twelve (12) days in advance, arrange with the management company for the padding of the service elevators.
10. Contractors must not use the Shopping Carts located in the service entrances for any purpose.
11. Authorized Entry: The agents of the Association and any contractor or workman authorized by the Association may enter any Unit at any reasonable hour of the day for any purpose permitted under the terms of the Declaration or By-Laws of the Association. Except in case of emergency, entry will be made by prearrangement with the respective Unit Owner.

Revision History – March 2013

Paragraph C-1: Changed from “Motorcycles, recreation vehicles, and motor homes are not permitted on the Condominium property or in the Garages.” **to** “Boats, recreation vehicles, and motor homes are only permitted on the Condominium property for loading and unloading. Washing these vehicles on the premises is prohibited. Motorcycles are not allowed on the property at any time.”

Paragraph J-8: Changed from “No personal items are to be left overnight in the pool or pool area. Large personal items including, but not limited to, surf boards, kiddie pools, and beach chairs are to be stored in the Unit, Garage or the Unit Storage Cage.” **to** “No personal items are to be left overnight in the pool or pool area. Large personal items including, but not limited to, surf boards, kiddie pools, and beach chairs are to be stored in the Unit, Garage or the Unit Storage Cage. Items left in the pool area past dark will be removed.”

Paragraph B-3, Deleted: “No wheeled luggage, carts or strollers are permitted in the lobby. The North and South service entrances are to be used for all wheeled devices.”

Paragraph B-1, Changed from: “All common areas of the Condominium building including, but not limited to, the elevators, hallways, lobby, Reeves Room, exercise room, and toilets are **SMOKE FREE**. Smoking is permitted outside in the swimming pool area or on the back patio provided the smoker uses an ash tray. No ashes or cigarette and cigar butts are to be disposed of on the grounds.” **To** “All common areas of the Condominium building including, but not limited to, the elevators, hallways, lobby, Reeves Room, exercise room, toilets, pool area and back patio are **SMOKE FREE**. No ashes or cigarette and cigar butts are to be disposed of on the grounds.”

15. **Added to Pool Rules:** No smoking.

Revision History – May 2016

Paragraph 3: Added the following sentence: “For rentals, owners must provide a copy of these rules to their tenants and provide the office with a completed and signed Rental Information Form.”

Section A, Paragraph 4, changed from: “No food may be prepared on balconies or in any other non-designated areas.” **To** “Charcoal and/or gas grills are not allowed on balconies.”

Section C, Paragraph 4, changed from: “No commercial vehicle, trailer, or boat of any kind shall park or be parked at any time on the Condominium Property, unless such a vehicle is a commercial vehicle in the process of being loaded or unloaded or is temporarily parked for no more than 48 hours with Board approval in areas designated hereafter by the Board as areas for the parking of commercial vehicles, trailers, or boats. The northwest corner of the parking lot is for temporary parking only.” **To** No commercial vehicle, trailer, recreational vehicle or boat of any kind shall park or be parked at any time on the Condominium Property, unless such a vehicle is a commercial vehicle in the process of being loaded or unloaded or is temporarily parked for no more than 48 hours with Board approval in areas designated hereafter by the Board as areas for the parking of commercial vehicles, trailers, RV’s or boats. The northwest corner of the parking lot is for temporary parking only.”

Section D, Paragraph 1, added at end of paragraph: “(See Common Areas Maintenance Policy.)”

Section D, Paragraph 3, changed from: “Tables: No glass top tables are permitted on balconies of units 1, 2, 5, or 6” **to** “Tables: No new Glass top tables will be permitted on any balcony”.

Section D, Paragraph 4, Changed from: “Hurricane (Storm) Shutters of the exterior accordion aluminum type and in the BRONZE COLOR only. (such as installed by "Bernardo", or equal)” **to** “Hurricane (Storm) Shutters: All windows/sliding doors must be covered by Hurricane shutters of the exterior accordion aluminum type and in the BRONZE COLOR only. Any new storm shutter installations on the west side of the building must be against the glass, covering the windows/doors only. No new storm shutters at the west balcony rail will be allowed.

Section E, Paragraph 1, added at end of paragraph: “(See Common Areas Maintenance Policy.)”

Section F, Paragraph 2: added at end of paragraph: “(See Common Area Maintenance Policy.)” **Removed:** “be Ultima Titanium #150 or #175, or, Ultima Stainless Steel #150 or #175, or equivalent. “

Section G, Paragraph 1: added at end of paragraph: “(See Common Areas Maintenance Policy.)”

Section G, Paragraph 2: added at end of paragraph: “(See Common Areas Maintenance Policy.)”

Section H, Paragraph 1: Removed: “Only Unit Owners may keep pets.”

Section I, Paragraph 1: Changed: “Reeves Room” to “Reeves Room.”

Section I, Paragraph 5: Added: “In addition to the deposit for Reeves Room Use.”

Section J, Paragraph 9 Added at end of paragraph: “and discarded,”

Section J, Paragraph 11: Removed paragraph.

Section J: Added Paragraph 15.

Section N, Paragraph 2: Removed paragraph.

Section N, Paragraph 6: Removed paragraph.

Section 8, Paragraph 11: Removed the word “blue” in describing shopping carts.

Revision History – February 2021

Section A, Paragraph 4: Changed “grill” to “grills” and removed the words “on the lanai”.

Section A, Paragraph 7: Added “codes” “and/or passcodes”

Section B, Paragraph 1: Changed “SMOKE FREE” to “SMOKE AND VAPING FREE”

Section D, Paragraph 4: Deleted “Any new storm shutter installations on the west side of the building must be against the glass, covering the windows/doors only. No new storm shutters at the west balcony rail will be allowed”. Owners with shutters against the glass as of 3/21 are grandfathered until the shutters must be replaced.

Section E, Paragraph 4: Deleted “on the roof of any building”.

Section G: Added #3 which reads “The electrical rooms on each floor cannot be used for storage pursuant to the St. Lucie Fire Marshall”.

Added Animals ETC must use side service doors **NO** animals in the Reeves Room.

Section H, Paragraph 1, item c: Deleted “are hand carried when in any part of the building other than a unit and” added the words “in the common areas and” after “are under leash when” deleted the words “on the” before “Condominium Property outside of the Building”

Section H, Paragraph 3: Underlined the word “domestic”

Section J: Changed item 3 from “5” people to “8” people, item 5 added “ or vaping”, item 9 added “ no items may be stored under the boardwalk to the beach”, item 12 added “ and placed in holders attached to the building”.

Section K: Deleted item 7 that read “the exercise room is to be locked at all times”

Section L: Added to item 1 “storage of kayaks, paddleboards and surfboards is permitted”, added the words “or code” to item 12.

Section M: Added item 6 to read “Shutters must be closed if the owner is absent from the premises for two (2) weeks or longer. Also, water main valve and breaker to hot water heater must be turned off.

Section N: 2021 Committees Specified.

Section O: Added item 14 to read “The Building Manager shall have spending authority up to \$250”

Section P: Added item 12 which reads “Shopping carts or luggage cart shall be returned to their designated area following use”.

Renters

SANDS ON THE OCEAN - RULES AND REGULATIONS

Owners, renters, guests and invitees are expected to know and follow the rules and regulations. It is the responsibility of owners to provide their renters, family, service people, guests and invitees of these rules. For rentals, owners must provide a copy of these rules to their tenants, and provide the office with a completed and signed Rental Information Form. Owners who (or whose guests, family, renters, service people or invitees) violate the rules and or cause damage to the property will be held personally liable for said damages and will be expected to pay for the damage in a timely fashion or be subject to all remedies available through the condo documents and by law.

A. General

1. All garbage, except recyclables, is to be discarded wrapped in a tightly tied .72 mil thickness garbage bag with a rip guard or a .9 mil or thicker garbage bag without rip guard and placed in the trash chute located on each floor. All recyclables, i.e. newspapers, glass bottles, plastic bottles, aluminum cans are to be placed in recycling bins. (These bins are located on the ground floor). Boxes and bags of garbage that are too large to fit into the chute must be taken down to the trash room on the lobby level. Please break boxes apart if possible. Trash chutes are not to be used between 10:00 P.M. and 7:00 A.M. No paint, glass, containers full of liquid, heavy objects, or hazardous materials.
2. Flammable oils or fluids, such as gasoline, kerosene, naphtha, benzene and explosives of any type are prohibited in the condominium or garages.
3. Food may only be prepared in designated areas. The grills must be cleaned before and after use and the gas turned off at the canister and on the front of the grill. Charcoal, gas, and electric grills are not allowed on balconies.
4. Authorized Entry: The agents of the Association and any contractor or workman authorized by the Association may enter any Unit at any reasonable hour of the day for any purpose permitted under the terms of the Declaration or By-Laws of the Association. Except in case of emergency, entry will be made by prearrangement with the respective Unit Owner.
5. All residents, tenants, and visitors have the rights of quiet enjoyment of their unit. These rights shall not be infringed upon by loud noise, music or other noxious sound, odors or physical impediment.
6. All residents, tenants and visitors are required to wear cover ups and foot wear when in common areas. See language on owner's rules and regulations

B. Common Areas

1. All common areas of the Condominium building including, but not limited to, the elevators, hallways, lobby, card room, exercise room, toilets, pool area and back patio are **SMOKE and VAPE FREE**. No ashes or cigarette and cigar butts are to be disposed of on the grounds. Smoking and vaping allowed only in designated area.

SANDS ON THE OCEAN - RULES AND REGULATIONS FOR RENTERS - (cont'd)

2. All walkways, entrances, hallways, corridors, stairways, driveways and roads and rights of way shall remain clear at all times. They shall be only for ingress and egress from the Condominium and the units.
3. Fire Exits: It is prohibited to have furniture, plants or other objects that tend to prevent easy access to any fire exit.
4. Electrical closets on each floor are not to be used for storage.

C. Parking Areas

1. Boats, recreation vehicles, and motor homes are only permitted on the Condominium property for loading and unloading. Washing these vehicles on the premises is prohibited. Motorcycles are not allowed on the property at any time.
2. No vehicle belonging to a Unit Owner, a member of the family of a Unit Owner or guest, tenant, visitor or employee of a Unit Owner shall be parked in such a manner as to impede or prevent ready access to another Unit Owner's parking space, garage or a guest parking space.
3. No self-powered vehicle which cannot operate on its own power shall remain on the Condominium Property for more than twenty-four (24) hours, and no major repair of vehicles shall be made on the Condominium Property.
4. No commercial vehicle, trailer, recreational vehicle or boat of any kind shall park or be parked at any time on the Condominium Property, unless such a vehicle is a commercial vehicle in the process of being loaded or unloaded or is temporarily parked for no more than 48 hours with Board approval in areas designated hereafter by the Board as areas for the parking of commercial vehicles, trailers, RV's or boats. The northwest corner of the parking lot is for temporary parking only.
5. Renters and guests are required to have a parking lanyard from their interior mirror. Owners will supply the lanyards. Violators are subject to having their vehicle towed at their expense.

D. Unit Exterior

No one may sweep, throw or cause anything to be swept or thrown from the unit, its doors, windows or terrace balconies or hang any articles from the outside windowsills or terrace balconies or terrace railings of the units. Each Unit Owner and/or Tenant shall keep such Unit in a good state of preservation and cleanliness.

E. Pets

Pets are prohibited unless properly authorized Service or Emotional Support Animal. Documentation required. Pets are required to enter and exit the building through the side service door entrances.

SANDS ON THE OCEAN - RULES AND REGULATIONS FOR RENTERS - (cont'd)

F. Recreation

1. Reeves Room: A Unit Owner may reserve the Reeves Room with the Condo Office for a private social or educational function, but not for a commercial activity. A \$100.00 clean up deposit must be left with the Association which will be returned less any costs incurred in cleaning up if the room is not returned to its normal clean condition.
2. Bicycle Room: All bicycles not stored in the unit or the unit owner's garage must be stored in the Bicycle Room. The Bicycles must be tagged with the unit number or owners name. Bicycles cannot be left outside or in the Condo hallways and foyers. Association will dispose of bikes that are abandoned or in inoperable condition.
3. All common facilities including, but not limited to, the kitchen, the pool, the spa/hot tub, card room, lanai, and exercise room are available to owners and their invitees, guests and renters provided the person desiring to use these facilities follows the individual rules for each of these amenities. If there is a specific key for the use of a room, then the manager must be contacted during normal business hours to arrange for that room's use. In the event of a conflict between owners, the first to reserve the room or facility shall prevail.
4. The kitchen may be used by owners and their guests, provided that the owner provides the association with a deposit of \$100. In addition to the deposit for Reeves Room use, or the fee in effect at the time. The kitchen and all other areas used by an owner or their guest must be returned clean and free of debris. The manager, or his/her assignee, after the key is returned, shall inspect the facilities and if restored without damage and appropriately clean, the deposit shall be refunded. In the event that the used area must be cleaned or has damage, the deposit shall be forfeited and any additional costs to repair the damage or clean the area shall be assessed against the owner.

G. Pool Rules

Anyone using the pool and/or spa/hot tub is on notice: There is no lifeguard on the premises and use is at his/her own risk.

1. Pool Hours are dawn to dusk.
2. Pool bathing load is 14 people.
3. Spa (hot tub) load is 8 people.
4. No Diving.
5. No smoking.
6. No running.
7. No animals or pets in the pool area. Owners must carry pets/animals through the pool area.

SANDS ON THE OCEAN - RULES AND REGULATIONS FOR RENTERS - (cont'd)

8. No food in the pool or the deck surrounding the pool. The tables located beyond the deck area may be used for food and drink provided all food and drink is in non-breakable containers and is confined to the outlying tables. GLASS IS NOT PERMITTED AT ANY TIME.
9. No personal items are to be left overnight in the pool or pool area. Large personal items including, but not limited to, surf boards, kiddie pools, and beach chairs are to be stored in the Unit, Garage or the Unit Storage Cage. Items left in the pool area past dark will be removed and discarded. NOTHING may be stored under boardwalk to the beach.
10. Children under the age of 13 must be under adult supervision at all times.
11. Children MUST BE TOILET TRAINED to use the pool or spa/hot tub.
12. Use of umbrellas: After use, all umbrellas must be closed, removed from the tables or stanchions and replaced in holders attached to the building.
13. All individuals re-entering the building must wear a cover-up and shoes. He or she must be dry and free from sand.
14. Individuals using the pool area are asked to return chairs and tables to their original location.

H. Exercise Room Rules

Everyone entering the Exercise Room is on notice that this room is unattended. Use of this room is at the user's risk. The user assumes any and all risk, which may occur upon entering the room and or using the equipment.

The equipment is dangerous if not operated as intended by the manufacturer. Use of the equipment may also be dangerous to YOUR HEALTH. Everyone initiating an exercise program should consult with his/her physician before using any of the equipment in the exercise room.

Users of the room release THE SANDS ON THE OCEAN, THE ASSOCIATION and any other legally authorized Sands entity from any and all liability that may result from their use or the use of their assignees of the exercise room or the exercise room equipment.

NO ONE UNDER THE AGE OF 16 YEARS MAY ENTER THIS ROOM UNLESS ACCOMPANIED BY AN ADULT.

1. The equipment is to be used solely for its intended purpose.
2. If someone is waiting to use equipment already in use, the current user must yield the equipment to the waiting individual after the current user has been on the equipment for thirty (30) minutes.
3. All equipment is stationary. It may not be moved from its position.
4. Upon exiting the room, the TV, air conditioning, and lights are to be turned off.

SANDS ON THE OCEAN - RULES AND REGULATIONS FOR RENTERS - (cont'd)

5. Nothing is to be removed from the room.
6. No food or drink, with the exception of water in plastic containers, is permitted in the exercise room.
7. All equipment must be cleaned with disinfectant prior to and following use. Mask are encouraged if more than one occupant is in the gym.

I. Administration

1. The Unit Owner must conduct an **orientation** for approved Renters to familiarize them with these rules and the condominium facilities including, but not limited to, turning on the water valves. The Management Company should be contacted for any emergencies. The owner of the condo should be contacted for all other concerns.
2. The building staff may conduct an **inspection** before a Renter's or guest's departure to insure that appliances and faucets are turned off, shutters closed and that the unit is secure. This inspection will be conducted during the Manager's normal business hours. The Association and the Manager are not responsible if any departure occurs without notice to them and/ or outside of business hours, which are 8-4 Monday through Friday except holidays.
3. **Any fines received by renters or guests will be the obligation of the unit owner.**