



SCHEDULE "A"

TO

BY-LAWS

RULES AND REGULATIONS

OCEAN THREE CONDOMINIUM ASSOCIATION, Inc.

These rules become effective and will replace all prior rules and regulations as of June 29, 2021.

1. **Attire:** All residents, occupants and guests are required to wear appropriate attire throughout the common areas of the Condominium. Dry clothing, including shirts and footwear must be worn at all times in all common areas inside of the building.

2. **Lobby:** No construction materials, cleaning materials, decorating materials, furniture, or large parcels of any kind may be transported through the lobby. Such items must go through the Receiving Area.

No bicycles, skateboards, in-line skates, roller skates, or large wheeled toys of any kind may be ridden through or in the common areas including the lobby, Pool Deck, Roof Deck, café, or multi-function and pre-function rooms.

Baby carriages and strollers may not be wheeled through the lobby and /or mezzanine except for the sole purpose of entry or exit to the elevators.

Children and nannies/babysitters may not use the lobby and/or mezzanine as a play area.

3. **Deliveries:** All Deliveries must be scheduled with the Management Office. All deliveries must go through the Receiving Area Monday through Friday between the hours of 8:30 a.m. and 4:30 p.m. For all deliveries, a unit resident or resident's representative must be available to accept the delivery immediately. The resident must provide a local telephone number to the Receiving Clerk to be notified upon the arrival of the scheduled delivery. At no time will the Receiving Clerk accept receipt of a delivery without the resident or their representative present. All deliveries must be made using the designated service elevator.

Any delivery lasting more than one hour requires a non-refundable elevator usage fee, and a refundable damage deposit, the amount to be set by the Board of Directors.

The resident is responsible for the full cost of the damages, and will be required to pay any additional amount that exceeds the damage deposit.

- 4. Packages & Mail:** A "Receipt Authorization Form" must be completed prior to Receiving or the Front Desk accepting any packages or letters for a resident from the US Postal Service, UPS, FedEx, or any other courier.
- 5. Moving:** All moves must be scheduled in advance through the Management Office. Moves are permitted only Monday through Friday between the hours of 8:30 a.m. and 4:30 p.m. Residents must pay a non-refundable usage fee for use of the elevator and a refundable damage deposit for damage of the elevators, halls, etc., amounts to be determined by the Board of Directors. All required deposits and fees, for both move-outs and move-ins, must be paid at the time the move is scheduled in order to reserve the elevator. All fees must be paid by bank check, certified check, or money order. Movers must use the designated service elevator. Due to the limited size of the Receiving area, large moving vans are not permitted. Items must be offloaded to a large box truck.
- 6. Outdoor Antennas, Wiring & Machines:** Outdoor television or radio antennas, wiring or any other outdoor equipment is prohibited in any form. Units with satellite service must obtain service using the satellite dish on the roof. No satellite dishes may be installed on unit balconies. Any balcony satellites are non-conforming.
- 7. Damages:** Unit Residents accept all financial responsibility for any damages resulting from the actions of themselves, their dependants, tenants, visitors, guests, contractors or their subcontractors to any part or portion of Condominium Property, real or personal. This includes, but is not limited to, scratching, marking, denting, defacing, or vandalizing.

In order to minimize the risk of water damage, all laundry washers are required to be connected to the water supply with steel mesh hoses. The Receiving Clerk will not permit the delivery of washers unless the hoses are presented for approval.
- 8. Obstructions:** Sidewalks, stairwells, doorways, hallways, passages, garage entrances, or any area of ingress and egress on the Condominium Property shall never be obstructed nor used for storage or for any purpose other than that purpose for which they were designed and constructed.
- 9. Signs:** No sign, advertisement, notice or other graphics or lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Condominium or Association Property, except signs used or approved by the Board of Directors.
- 10. Cleanliness, Trash & Debris:** Unit Residents will keep their units in a good state of preservation and cleanliness and will prevent the accumulation of materials that will constitute a danger or promote the spread of vermin, odors, or conditions constituting a danger or nuisance to the common elements or the other units. All trash, rubbish and debris must be properly disposed of and is never to be left on Condominium Property.

- a) All domestic trash must be properly bagged and tied prior to disposing of it down the trash chutes. No boxes or any other materials may ever be placed down the trash chutes.
- b) No trash of any kind, including boxes, packaging materials and construction waste, shall ever be left in the stairwells, garages, elevator lobbies, or storage areas. Residents must bring these items to the appropriate trash bins in the Receiving area.
- c) Residents must make their own arrangements for contractors, couriers, or movers to remove construction waste, packaging materials, etc., as necessary.
- d) Residents must make their own arrangements with a private hauler for the removal of bulk items including furniture, appliances, etc.
- e) Residents must not leave any items in the common areas or limited common areas (including hallways).
- f) Residents are required by law to recycle.

11. Parking & Garages: The speed limit throughout Ocean Three property, driveways and garages is **5 m.p.h.**

- a) All residents who park their own cars must utilize their assigned parking space(s). All cars must be properly parked within the white lines defining the boundry of each parking space. Vehicles parked in a space not assigned to that resident, or otherwise improperly parked, will be towed at the resident's expense. Vehicles parked in a handicapped space must properly display a legal, current handicapped parking certificate.
- b) Residents' vehicles must be registered with the Management Office. Rental cars or vehicles borrowed for temporary use must also be registered and display a temporary decal. Vehicles not properly registered will not be permitted in the Ocean III parking garage and will be towed at the resident's expense.
- c) Parking decals must be displayed in the lower corner of the windshield on the driver's side. Decals must be current and indicate the correct assigned parking space number. Vehicles that do not have the correct decal will be subject to towing at the resident's expense.
- d) The gates are designed to close after each vehicle enters or exits the garage. There can be no tailgating another vehicle through the gates. Residents who fail to follow these instructions are responsible for all damages to both Condominium Property as well as their own vehicle.
- e) Overized vehicles are not permitted in the parking garage. This includes limousines, trucks, and large vans or buses. The Association will not be responsible for damages caused by

oversized vehicles. Resident's will be responsible for any damages to Association property or to their own vehicle caused by an oversized vehicle while on Condominium Property.

- f)** Only residents, valet, and employees are permitted to drive a vehicle into the garage. All guests and visitors must valet park. Residents are responsible to advise their guests and visitors accordingly.
- g)** No repairs or maintenance of vehicles shall be made on Condominium Property without prior approval from the Management Office. Vehicles may not be washed or detailed on Condominium Property.
- h)** All vehicles must be free of apparent damage and in operable condition. Operable condition means that no flat tires are permitted. All vehicles must be properly maintained, free of oil, transmission, or other fluid leaks, and must be kept washed. Residents will be responsible for any damages caused by any such leaks from their vehicles.
- i)** Parking and Garage Rules violations will be enforced by the Management Office with a Violation Notice, plus towing at the resident's expense.
- j)** Each resident may have one car in excess of their assigned number of parking spaces, to be valet parked only.
- k)** Guests may be charged in advance for parking at a rate determined by the Board of Directors. Daily parking and overnight rates may apply.
- l)** Valet service for the purpose of parking one car in excess of the resident's assigned number of spots is for regular, daily use only. Residents who plan to be absent from Ocean III for more than three days or do not use such valet parked cars regularly must park offsite any cars in excess of their assigned number of parking spaces. Any such vehicles stored in valet spots for more than three days will be towed at the resident's expense.
- m)** Those residents who have valid, current handicapped parking certificates properly displayed may elect to park in one of our handicapped parking spaces, in which case such resident will forfeit their right to use their assigned parking space, as it will be used by Valet. Residents may not use handicapped parking spaces to store their cars; residents who use a handicapped parking space should make arrangements with Valet if they are going to be absent from Ocean III for more than a few days.
- n)** No resident parking is ever permitted on the driveway and ramp areas. These areas are restricted to U.S. Post Office, FedEx, UPS, Police and Fire Department vehicles. Any other vehicle left on the

driveway and ramp areas longer than one (1) minute shall be towed immediately, unless the keys are left with the valet. All ride share services may not wait on the driveway or ramp areas longer than five (5) minutes. All delivery vehicles must park on the Receiving ramp or, if no space is available, park off site.

- o) The driveway and ramps are ONE WAY only. Valet and Security will take note of vehicles exiting the property from the south driveway and fines will be imposed.
- p) Assigned parking spaces in the garage are for cars only; no other vehicles, trailers or watercraft may be kept in these spaces. Motorcycle parking spaces are provided in designated areas and must be used for parking all motorcycles, motorscooters and the like. All Bicycles must be kept in provided bicycle racks and registered with the Management Office. No other resident property may be kept in the parking garage and any such property will be discarded as trash by Housekeeping.
- q) The parking garage is for the use of residents and valet attendants only. A section of the basement level has been reserved for employee parking, based upon availability. Contractors, delivery vehicles and the like are not permitted to use the parking garage; exceptions to permit contractor parking may be made by the Manager if circumstances warrant.
- r) Valet parking is provided as an amenity and is staffed to service normal resident and guest traffic volume. If a resident intends to have a party or other function where more than seven (7) guest vehicles are expected to utilize the parking garage, arrangements must be made with the Management Office at least 48 hours prior to the planned event. A fee will be collected prior to the planned event to pay for additional valet service. If such arrangements have not been made, guest vehicles will not be parked on Condominium Property. The Association does not guarantee that there will be sufficient parking for guests.
- s) All guests will receive a parking ticket when leaving their vehicle with valet. Guests must then check-in with the Front Desk. No guests will be admitted unless a resident is present to receive such guest or unless a resident has made prior, written arrangements with the Front Desk or Management Office accepting responsibility for such guest.
- t) Residents who plan to be absent for more than 3 days must leave their car keys with Valet or the Management Office.

12. Building Security: In order to maintain the security of the building, all residents are expected to abide by the Ocean Three security policies.

- a) All residents and guests must be sure to firmly close and secure all doors when exiting or entering the building.
- b) No guest or resident may ever prop a door open on the perimeter of the building at any time.
- c) Any attempt to breach or circumvent the building security by a resident or their guest (which could jeopardize the safety, welfare, or property of other residents) will be considered a serious infraction by the Association.

A breach of security would include, but not be limited to:

(a) Tampering with any building security or fire safety equipment.

(b) Disrupting or interfering with security guards while they are performing their duties.

(c) Releasing Access Fobs or Garage Transmitters to any non-resident of the building.

- d) All residents must be registered by the Management Office and be issued an Ocean III photo ID. A resident is defined as someone who legally resides in Ocean III as a deeded owner or renter. IDs will not be issued to non-residents, including family members of residents.

13. Insurance: Unit Owners are advised to carry hazard and liability insurance and provide evidence of such to the Management Office.

14. Vandalism: Any vandalism, alteration, damage, or desecration of the building, furnishings, decorations, artwork, or any common area or property of the Association by a resident or their guest shall be the responsibility of the Unit Owner. The Association will hold that Unit Owner financially responsible for any and all damages. The Association may seek criminal charges if the Board of Directors feels it is appropriate.

15. False Alarms: The Fire Department fines the Association for false alarms in excess of the permitted allowance. Therefore, any unit which causes the Fire Department to respond to a false alarm will be required to pay any fees that are assessed against the Association. In addition, the resident may be fined.

16. Unit Access: Unit keys, fobs, and garage transmitters will not be held by the Management Office, the Front Desk, or building staff.

- a) As noted in the Condominium Documents, the Management Office maintains a key to the entry door of each unit for use in an emergency or for required maintenance. If a resident changes and/or adds locks on the entry door, the resident must promptly provide a copy of the new key(s) to the Management Office.
- b) Locks to the doors at the Fire Stairways were installed by the Developer to comply with the Fire Code and shall not be changed

or supplemented without prior written approval of the Association. Any application for permission to change or supplement such locks must include written certification from the Miami Dade Fire Department.

- c) No person shall ever be granted access to a Unit without explicit authorization from the Unit Resident.
- d) Building staff are not permitted to give keys to guests, housekeepers, contractors, real estate salespeople, etc. Unit keys, fobs, and garage transmitters will not be held by the Management Office, the Front Desk, or building staff for any purpose.
- e) All guests must sign in at the Front Desk, even if they possess a key.

17. Disturbing Noises, Annoyance or Nuisances: No Unit Resident or occupant shall make or permit any disturbing noises himself or from his family, pets, guests, contractors or employees, which might interfere with the rights, comforts or peaceful enjoyment of another resident. This includes the playing of musical instruments, stereos or televisions, the barking of dogs, bouncing of objects on the floors and the like. If such sound can be heard and understood by persons of normal sensitivity within other units with doors and windows closed, and air handling systems on, it will be considered too loud.

18. No Smoking: In accordance with the "Florida Indoor Clean Air Act," there is absolutely no smoking, including vaping and electronic cigarettes, permitted in any indoor common areas of the Ocean Three Condominium. In addition, no smoking is permitted in any outdoor common areas, including the Front Entry; the Pool Deck and surroundings including the restaurant and tennis court; and the Roof Deck.

19. Guest Policy:

- a) Guests are defined as non-residents who are not members of the single family that resides at Ocean III. Non-deeded family members are guests and are subject to all rules and restrictions regarding guests.
- b) All guests are required to sign in at the Front Desk. Guests must present a driver's license or other official proof of identification when signing in.
- c) A resident should always accompany any guest while using any Association amenity, common area, or facility. However, a resident is not required to accompany any adult overnight guests who have been registered in the Management Office. Guests under 16 years of age must be accompanied by a parent or guardian at all times.

- d) A guest visiting a unit when the resident is present at Ocean III must be registered by the unit owner at least 3 business days prior to the guests' arrival.
- e) If a resident intends to allow a guest or guests to occupy his or her Unit while the resident is absent from Ocean III, then the resident must notify the Management Office at least 3 business days prior to their guests' arrival and complete, the Guest Registration Form and provide such other information as may be required by the Management Office. Guests will be denied access to Ocean III unless and until guest registration is completed.
- f) Residents are not permitted to have daily guests use Ocean III amenities in their absence.
- g) A renter who intends to have guests while the Renter is absent from Ocean III must obtain written permission from the Unit Owner and/or the Management Office.
- h) A unit which is delinquent in the payment of maintenance dues or any other fees may not have guests while the resident is absent.
- i) A resident may allow guests to occupy his or her unit while the resident is absent from Ocean III for a total number of days not to exceed 10 days in a 12-month period.
- j) A resident may allow guests to occupy his or her unit while the resident is present at Ocean III for a total number of days not to exceed 45 days in a 12-month period.
- k) Guests staying in the unit in the absence of the resident of the unit are not permitted to invite guests.
- l) Only registered guests may use a unit's cabana when the resident is not present.
- m) It is the residents' responsibility to inform their guests about Ocean III Rules and Regulations and to ensure that their guests adhere to these Rules and Regulations.
- n) Guests will be charged for use of chairs and umbrellas on the beach and the Pool Deck at a rate to be determined by the Board of Directors.
- o) Residents may not have guests who have submitted an application to rent to reside in the unit in the absence of the Resident.

20. Amenities: The use of the Conference Room, Massage Room, Tennis Court, Ping-Pong Table and Pool Table are on a "first-come first-served" basis. Reservations of these amenities may be made by Residents or registered guests at the Front Desk.

- a) Tennis Court: Reservations for up to two (2) hours usage may be made no more than 48 hours in advance.
- b) No single amenity may be reserved by any individual more than once in a twenty-four (24) hour period.
- c) Reservations for use of the Conference Room exceeding two (2) hours must be made through the Management Office. All applicable fees and deposits must be paid in advance.
- d) Towels are to be used at the beach, pool, steam, sauna, showers, and gym only. Residents are not permitted to take towels to their units.
- e) Trainers and coaches must be registered in the Management Office.

21. Spa and Gym: In order to ensure the safety and enjoyment of residents and guests using the gym, #

- a) When no longer in use, free weights must be returned to the racks and heavy weights must be removed from the weight machines.
- b) Equipment must be wiped down after use.
- c) No cell phones or portable music devices are permitted.
- d) The lockers in the men's and ladies' spas may be used by residents and registered guests. Locks must be removed when leaving the spa area.
- e) Used towels must be left in baskets. Towels are for use in the gym and spa areas only.

22. Cabanas: Cabanas are for the exclusive use of the cabana owner. The path in front of the cabanas cannot be used for any purpose except access to the cabanas by the owners and their guests. The area may not be used to walk dogs or strollers, or as a play area for children.

23. Multi-Function Room: Reservations for any function must be made through the Management Office. Reservations are accepted on a "first-come first-served" basis. No reservation is final until the Reservation Agreement is complete, and all applicable fees and deposits have been received by the Management Office. No other common areas may be used for private functions. No Ocean III property shall be used for commercial purposes or open to the general public. There is no additional charge for Guest Parking; it is included in the room rental fee.

24. Pool Deck/Roof Deck: The following are prohibited on the Pool Deck and Roof Deck: food, coolers, glass; animals; running, rough or noisy behavior. Headphones must be worn when playing music.

25. Children: Children are the direct responsibility of their parents or guardians, which includes full supervision of them while they are on any Association Common Property. Children under 12 are never permitted on any Association Common Property unless accompanied by a parent or legal guardian. Parents and guardians are responsible to be sure their children are in full compliance with the Association's Rules & Regulations.

- a) Fitness Center: No children under 16 years of age may ever use the equipment or facilities in the Fitness Center.
- b) Multi-Function Room: All children under the age of 12 must be fully supervised by a parent or guardian at all times.
- c) Pool Table: Children under the age of twelve (12) are prohibited from playing pool at any time. Children between the ages of 12 – 16 must be fully supervised by a parent or guardian at all times.
- d) Tennis Court: Children under the age of twelve (12) on the tennis court must be accompanied by a parent or guardian.
- e) Swimming Pool: Children under the age of 12 in the pool or pool area must have a parent or guardian with them at all times. Children requiring diapers must be wearing "swimmies" in the pool. The Unit Resident will be responsible for any cleaning, maintenance or repairs made necessary as a result of pool rules violations. The use of inflatable toys, balls, etc. is not permitted if disruptive to other residents. Diving or jumping off the floating bed is prohibited.
- f) Hot Tubs: No children under the age of 16 are ever permitted in the hot tubs.
- g) Roof Deck: No children under the age of 16 are permitted on the Roof Deck without a supervising adult.

26. Plumbing: Sweepings, rubbish and other foreign matter that may clog plumbing lines may never be put into the plumbing system; only toilet paper may be flushed down the toilet. Other items should be properly bagged, tied, and disposed of in the trash chute. Unit Residents are responsible for any necessary repairs necessitated by stoppages caused by such items being placed into the plumbing system.

27. Electricity/Air Conditioning: In order to prevent mold, the air conditioning must be kept on in each Unit at all times, even in the resident's absence.

28. Hazardous Materials: No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit or storage compartment or in any other area in or around Ocean III.

29. Air Conditioners: No air conditioning system may be installed by a Unit Resident or occupant.

Installation of replacement air conditioning units must be approved by the Management Office. In order to minimize the risk of water damage, all new units must be installed with a collection pan under the unit.

- 30. Window Treatments:** Window treatments may be approved or disapproved by the Board of Directors as such treatments affect the exterior appearance of the building.

- a) No aluminum foil, reflective material or tint can be placed in the windows at any time. Window tinting must be approved by the Board of Directors in writing prior to installation.
- b) No unsightly materials can be placed in the windows at any time. Curtains and oil (or the linings thereof) which face on exterior windows or glass doors of Units shall be subject to disapproval from the Board of Directors, in which case they shall be removed and replaced with acceptable window treatments.

- 31. Absence:** A Unit Owner or Resident who plans to be absent during the hurricane season must prepare his Unit prior to his departure by designating a responsible firm or individual to care for his Unit should a hurricane threaten the Unit or should the Unit suffer hurricane damage. The name(s) of such firm or individual shall be provided to the Management Office. Such firm or individual shall be subject to the approval of the Association. Arrangement must be made in advance for vehicles parked on the Service Level of the garage.

Residents must notify the Management Office whenever they intend to be absent for any extended period of time.

It is recommended that the main water valve be shut during long absences from the unit.

- 32. Contractors:** All contractors must register with the Management Office prior to the commencement of work at Ocean III.

- a) As a condition to being allowed to perform work in Ocean III, all contractors must provide evidence that they have current liability and workers compensation insurance. No work shall be started unless and until written Association approval of such work is issued; a building permit from the City of Sunny Isles Beach also will be required for most work. Requests to commence work must be made to the Management Office, and all documentation must be complete, along with required fees paid, before the Association's approval will be given. Guidelines are available from the Management Office.
- b) The Resident must provide the contractor's scheduled work days to the Management Office in advance. Upon arrival, all contractors must register with Security in the Receiving area. Work is permitted only between the hours of 8:30 AM and 4:30 PM, Monday through Friday.

c) All contractors must use the designated service elevator.

33. Flooring: All flooring in the condominium units must be approved by the Association. This includes patio and balcony areas. When installing tiles, installation must be pitched from the patio doors to ensure proper drainage. All appropriate forms must be filled-in completely along with all appropriate deposits paid before the Association's approval is to be given. Proper soundproofing materials must be used under all hard floor surfaces (marble, tile, wood, etc.) Area rugs must be used if necessary to suppress noise transmission to the Unit below.

34. Sales/Rentals: All unit owners intending to sell or rent their units must submit a Notice of Intent and the listing agreement to the Management Office. No real estate agents or brokers will be admitted to a unit unless such notice is on file.

35. Rentals: All rentals and renewals are required to be approved by the Board of Directors. All applicants over 18 years of age must complete a separate application and pay a non-refundable application fee, except for spouses, who may be processed on the same application. All requirements listed on the application for rent must be met before Board approval is granted. Rental terms must be for a minimum of six (6) months and a maximum of one year. No short term rentals or sub-leases are ever permitted.

An executed lease and an Ocean Three Lease Addendum must be submitted to the Management Office prior to Board approval. A check for one (1) month rent (minimum \$2,000) for Damage Deposit must be submitted prior to commencement of the lease. Renters must provide the Management Office with proof of Renter's Insurance prior to occupancy.

No pets of any kind shall be permitted in rental units.

36. Right of Use Transfer: Any Unit Owner who leases their Unit automatically transfers any and all rights to the amenities and common areas of Ocean III to the renter, and such Unit Owner shall not be permitted to use the amenities for as long as that lease is in effect.

37. Balconies: No items other than patio furniture can be placed on the balconies, patios and lanai terraces.

- a) No linens, towels, clothes, rugs, mops, or other laundry or household items of any sort can be placed on the balconies or hung on the railings at any time.
- b) Patio furnishings or plants visible above the balcony railing from the outside of the building are not permitted.
- c) Carpeting of any type is strictly prohibited to be placed on the balconies or terraces at any time. These floor coverings will trap moisture, and over the course of time cause severe structural damage to the balconies.

- d) Enclosures, screening, awnings, blinds, or any such attachments on the balconies and terraces are strictly prohibited.
 - e) Cooking devices of any type cannot be used on the balconies patios or lanai terraces.
 - f) No lights or lighting fixtures are permitted on the balconies, patios or lanai terraces.
 - g) No Unit Resident shall cause or permit anything to fall from a window, door, or balcony at any time. Items shall not be swept, shaken, or thrown from balconies or windows.
 - h) A Unit Resident shall not cause or allow anything to be affixed, placed, hung or displayed on the exterior walls, windows, doors, balconies, or railings of the building. Notwithstanding the foregoing, any Unit Resident may display one portable and removable United States flag in an appropriate and respectful way.
- 38. Balconies/Hurricane Season:** In the event of a Tropical Storm Warning reported by the National Weather Service, all items must be removed from balconies and lanai terraces within 48 hours of the storms anticipated approach. These items may not be returned until the National Weather Service reports that the threat or potential for severe winds has passed out of our area. If a resident fails to remove their items, the Management Office will be required to do so in order to protect the building and a \$250 administrative fee will be charged to the resident.
- 39. Pets:** Pets, birds, fish, and other animals or reptiles shall neither be kept or maintained in or about the Condominium Property except in accordance with the following:
- a) All dogs and cats must be registered with the Association's Management Office. Registration shall include; proof of rabies and all other shots and vaccinations required by both Miami-Dade County and the State of Florida, a photograph of the animal, DNA sample for identification of feces not properly picked up and disposed, and a signed "Pet Registration Form" which may be obtained from the Management Office. Unit Owners must provide adequate proof as required by law for service animals and emotional support animals.
 - b) Each unit owner shall be permitted either one (1) dog or one (1) cat, not to exceed 30 pounds in weight. No pets of any kind shall be permitted in rental units.
 - c) Dogs and cats shall not be permitted outside of their resident's unit unless attended by a responsible person at least 12 years of age.
 - d) Pets are not permitted in the common areas with the exception of the elevators, garage, and lobbies when entering and exiting the building. Pets are not permitted on the beach per local ordinances

- e) Dogs must be leashed at all times throughout the property, including the dog walk area and the leash may not exceed six (6) feet in length. Cats must be leashed in the same manner, or contained in an enclosed carrier.
 - f) Dogs are only to be walked in the designated "Dog Walk Area" at the north side of the property at lobby level. Bags and waste receptacles are provided, and all residents must clean up after their animal immediately or pay a fee for cleanup. Dogs are not to be walked in any other Common Property.
 - g) Fish, birds, or other caged pets may be kept within a Unit only in accordance with the specific provisions of the Declaration.
 - h) Animals that have demonstrated vicious or aggressive behavior must be hand carried or in a carrier and covered by a pet liability insurance policy, or removed from the premises. No animal of any kind that has venomous or poisonous defense or capture mechanisms will be allowed anywhere in Ocean III. Pets may not be kept, bred, or maintained for any commercial purposes. Any pet causing or creating an unreasonable disturbance or noise will be permanently removed from the property upon three (3) days written notice and hearing from the Board. In no event will any animal be left unattended, whether tethered or not, in any portion of the common elements. Residents will compensate any person hurt or bitten by their pet, whether while in their immediate care or the care of a designee, and will hold the Association harmless from any claim resulting from any action of their pet whatsoever.
 - i) Guests are not permitted to bring pets anywhere on the property.
- 40. Employees:** The Board of Directors shall be solely responsible for directing and supervising the employees of the Association. Employees of the Association are not to be directed or sent on errands by residents at any time. Ocean III employees have been carefully selected to ensure that we have the best available personnel to service our building and its residents. Any resident who feels that an Ocean III employee has been disrespectful or has otherwise failed to perform his or her job in a satisfactory manner should report this to the Manager or the Board of Directors. All Ocean III employees are responsible for enforcing our Rules and Regulations. These employees have no authority to grant exceptions to the Rules and Regulations. Residents shall treat our employees with respect at all times, and abusive behavior toward our employees will not be tolerated.
- 41. Appraisal Information Fees:** Requests for written information from the Ocean Three Condominium Association, which is supplied to real estate appraisers will require a designated fee for each request.
- 42. Public Use Document – PUD Fees:** Information which is requested from Ocean Three Condominium Association, which is supplied to real estate

brokers or agents for the purpose of completing a condominium questionnaire (i.e. Public Use Document – PUD Form) can be obtained from the Management Office for a fee.

- 43. Fobs & Transmitters:** The Association will provide Fobs and Transmitters to registered Unit Residents. No fobs will be provided for any unit in excess of the number of permanent, full time registered adult residents of such unit, and no garage transmitters will be provided in excess of the number of registered assigned parking spaces. No fobs will be issued to children under the age of 12. Defective transmitters or fobs can be exchanged for replacements without a fee. Fobs and transmitters are for the exclusive use of Ocean III residents and under no circumstances should fobs and/or transmitters be given to anyone who is not a resident, including cleaning people, contractors, and real estate agents.

Guest Fobs: Residents may obtain fobs for their registered guests from the Management Office. Guest fobs will be programmed to expire and must be returned at the end of the guest's visit or a fee will be charged to the Resident.

Occupant Fobs: Residents may obtain fobs from the Management Office for their live-in household employees who reside full-time in the unit, including housekeepers and nannies. Fobs must be returned by the Resident when the occupant no longer resides in the unit, or a fee will be charged to the Resident.

The Front Desk will not grant access to any person without a fob unless that person has signed in at the Front Desk and has been authorized by the Resident. Residents without a fob in their possession must also sign in at the Front Desk in order for elevator access to be granted.

- 44. Compliance:** Every resident and occupant shall comply with these Rules & Regulations as set forth herein and any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time to time.

Failure of any Resident or occupant to so comply shall be grounds for action, which may include, without limitation, any action to recover sums due for damages, injunctive relief, or any combination thereof together with any attorney's fees or costs incurred in conjunction with such actions.

In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an resident for failure of that resident, his family, guests, invitees, lessees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, Articles of Incorporation or By-Laws, provided the following procedures are adhered to:

- a) **NOTICE:** The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said shall include
 - (i) A statement of the date, time, and place of the hearing
 - (ii) A statement of the provisions of the Declaration, Association By-Laws, or the Association Rules & Regulations which have allegedly been violated.
 - (iii) A short and plain statement of the matters asserted by the Association.
- b) **HEARING:** The noncompliance shall be presented to a committee of Unit Owners, who shall hear reasons why penalties should not be imposed. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the committee. A written recommendation by the committee shall be submitted to the Board no later than seven (7) days following the hearing; the Management Office shall then notify the party against whom the action was brought of its decision no later than fourteen (14) days following the committee meeting.
- c) **FINES:** Each separate incident, which is grounds for a fine shall be the basis of one separate fine. In each case of continuing violations, each continuation of same after a notice thereof is given shall be deemed a separate incident.
- d) **PAYMENT OF FINES:** Fines shall be paid no later than thirty (30) days after notice of imposition thereof.
- e) **APPLICATION OF FINES:** All monies received from fines shall be allocated as directed by the Board of Directors.
- f) **NON-EXCLUSIVE REMEDY:** These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending resident or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such resident or occupant.

45. **These Rules & Regulations shall be cumulative** with the covenants, conditions, and restrictions set forth in the Declaration of Condominium, provided that the provisions of same shall control over these Rules & Regulations in the event of a conflict or a doubt as to whether a specific practice or activity is or is not permitted.

All of these rules and regulations shall apply to all residents and occupants, even if not specifically stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more unit residents from specific rules and regulations upon written request therefore and good cause is shown in the sole opinion of the Board of Directors.