

**RULES AND REGULATIONS
FOR**

**4010 SOUTH OCEAN
CONDOMINIUM HOLLYWOOD
ASSOCIATION INC.**

Table of Contents

1 General Information

- 1.1 General Information
- 1.2 Condominium Documents

2 Rules & Regulations

- 2.1 Advertising
- 2.2 Assessments
- 2.3 Automobile Access
- 2.4 Bathers
- 2.5 Bicycles
- 2.6 Bulletin Board
- 2.7 Change of Address/Email/Telephone
- 2.8 Prohibited Activities
- 2.9 Complaints
- 2.10 Firearms
- 2.11 Exercise Room / Fitness Center
- 2.12 Fire / Evacuation
- 2.13 Garbage Disposal
- 2.14 Leases & Transient Occupancy Agreements
- 2.15 Mail / Package Delivery
- 2.16 Nuisances
- 2.17 Occupancy & Use Restrictions
- 2.18 Application with Background Check and New Owner's Orientation
- 2.19 Pest Control
- 2.20 Pet Policy
- 2.21 Personnel
- 2.22 Plumbing
- 2.23 Sanctions
- 2.24 Service Personnel (Vendors & Contractors)
- 2.25 Signage (see also: Bulletin Board, 2.6)
- 2.26 Smoking
- 2.27 Valet Parking Service

3 Rules & Regulations – Building Related

- 3.1 Air Conditioner
- 3.2 Balconies, Terraces, Exterior Walls, Windows
- 3.3 Curtain & Drapes
- 3.4 Barbecue (BBQ) 6th Floor
- 3.5 Barbecue (BBQ) 42nd Floor
- 3.6 Storage Spaces
- 3.7 Cable Television / Internet
- 3.8 Condominium Property Maintenance Department
- 3.9 Condominium Property Cleaning
- 3.10 Contracted Repairs, Alterations, or Improvements by Unit Owners
- 3.11 Deliveries
- 3.12 Destruction of Property
- 3.13 Association Access to Units
- 3.14 Elevators
- 3.15 Facilities
 - 3.15.1 42nd Floor Owners Lounge
 - 3.15.2 Tennis Court / Racket Ball Court
 - 3.15.3 Commercial Unit #3 (CU-3)
- 3.16 Front Ramp
- 3.17 Marina
- 3.18 Swimming Pools / Cabanas

AUTHORITY FOR RULES AND REGULATIONS

4010 SOUTH OCEAN CONDOMINIUM HOLLYWOOD ASSOCIATION INC.

1. General Information

These Rules and Regulations shall apply to all Unit Owners and occupants even if not specifically so stated in portions hereof. Condominium restrictions or limitations cannot be enforced in a selective or arbitrary manner.

1.1 General

4010 South Ocean Condominium Hollywood. The following Rules and Regulations govern the 4010 South Ocean Condominium Hollywood (the “Condominium”). All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration of 4010 South Ocean Condominium Hollywood (the “Declaration”). These Rules and Regulations have been promulgated by the Board and are subject to change from time to time.

Condominium living is community living: it requires the mutual respect of neighbors for one another. The purpose of these rules is to delineate what standards of conduct are commonly agreed upon to better promote community living, and to detail the proper operation and use of the Common Elements and Association Property.

Each rule is intended to aid in the maintenance of an overall environment conducive to ensuring the security, privacy, comfort, and harmony of HYDE BEACH HOUSE residents.

The Declaration and the Bylaws of 4010 South Ocean Condominium Hollywood Association, Inc. (the “Bylaws”) authorize the Board of Directors to adopt such uniform administrative rules and regulations governing the operation and use of the Common Elements and Association Property. These types of rules include, but are not limited to, the following:

1. Requirements respecting the use and maintenance of the individual units and of the common elements and limited common elements which may be deemed to be necessary to assure the enjoyment of all residents and their guests.

2. To prevent unreasonable interference with the use of the units, common and limited common elements.
3. To adopt such other provisions as may be decided to be necessary to accomplish the aforesaid purpose, and which are not inconsistent with the Florida Condominium Act, the Articles of Incorporation, and the Declaration of Condominium and the Bylaws of the Association.

*Please note that all dollar figures quoted in this document are current as of the time of publishing. Fees and required deposit amounts can be changed, from time to time, at the sole discretion of the Board of Directors in accordance with the requirements set forth in the Association's Declaration, Bylaws, and Articles of Incorporation (the "Condominium Documents"). Consult with the Management Office for a current schedule.

1.2 Condominium Documents

For comprehensive details concerning the structure and powers of the Association, please refer to the Condominium Documents given to you at the time of purchase, and as amended from time to time.

2. RULES AND REGULATIONS

Entrances and like portions of the Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Condominium Property; nor shall any carts, bicycles, carriages, chairs, tables, or any other similar objects be stored therein.

The personal property of Unit Owners must be stored in their respective Units.

Absence of Owner or Tenant

Residents who plan to be absent for periods of more than seven (7) days must prepare their units prior to departure in the following manner:

1. Remove or secure all furniture, plants, and other objects on the balconies between June 1st and November 30th, which is hurricane season.
2. Designate someone other than the Manager or a staff member (i.e., a firm or other individual) to be responsible for the unit during your absence and furnish the Manager with his or her name and telephone number. Also, e-mail address, if available. Provide the Manager with an address and telephone number where the unit owner may be reached in the event of an emergency.
3. If there is an emergency or common disaster, the Association may authorize entrance into units, if other instructions are not provided.
4. Make sure you arrange for the collection of your mail/ deliveries or redirection to another address.

2.1 Advertising

Commercial Advertisings are not permitted to be posted or distributed in Common Elements. Petitions or solicitations are not permitted in Common Elements.

Only area to display promotional material is the Concierge desk. It is at the discretion of management and BOD what material is to be displayed. Any material displayed must be approved by BOD prior.

2.2 Assessments

Maintenance assessments are due on the first (1st) day of each month. Please be sure to put your unit number on your check to assure posting to the proper account. Make checks payable to 4010 South Ocean Condominium Hollywood Association, Inc.” Other methods of payments available are automatic debit (set up through the

Association), credit card/debit card, money order, cashier checks, or you can set up auto payments with your bank.

Special Assessments may be imposed pursuant to the requirements and guidelines set forth in the Declaration, Bylaws, and The Condominium Act. Special assessment funds are to be maintained in a bank account separate from the bank account that holds funds obtained from the maintenance assessments.

Assessments and installments thereof not paid within ten (10) days from the date when they are due shall bear interest at the highest lawful rate per annum from the date due until paid and shall be subject to an administrative late fee in an amount not to exceed the greater of \$25.00 or five percent (5%) of each delinquent installment.

2.3 Automobile Access

All parking in the Condominium Property shall be accomplished through a valet parking service. The mere assignment of a parking space does not include the right to self-park. Parking fees and costs, if any, shall be regulated by the Declaration, and any other agreements governing the parking garage or Condominium Property. Owners of both Traditional and Resort Units must register and identify vehicles for purpose of accessing the parking garage. Registering vehicles assists the Association Manager and Hotel Operator staff in assuring that automobiles are identified and parked correctly. Valet parking charges shall apply to each guest unless the Owner or Owner Guest is registered. Each owner, while in residence, shall have the right to have one (1) vehicle valet parked within the Common Elements of the Condominium at no additional charge (other than the valet and parking related expenses included as part of the Assessments charged by the Association or otherwise in accordance with the valet parking contract entered by the Association). Second vehicle charges may apply.

Parking space assignment shall be performed in accordance with the requirements of Section 3.3(c) of the Declaration, as amended from time to time.

2.4 Bathers

Bathing suits must be covered with a robe or shirt while inside the building common areas.

Bathers returning from the beach, pool, or spa:

- Must wash all sand from their body in the shower on the beach Club.
- Dry off before entering the building.
- Must be appropriately attired: shirt/robe with shoes/sandals after crossing the swimming pool gate.

2.5 Bicycles

Unit Owners may store up to 2 bikes in the bicycle room. The bicycle room is located on the 1st floor of the garage. Owners must gain access to the bicycle room via programmed key card. The bicycle room is not monitored, and, therefore, storing property therein is to be done at the owner's sole risk.

2.6 Bulletin Board

The use of the bulletin board located in the mailroom is reserved for notices or the Agenda for future meetings, and to inform residents of problems or events. Under special circumstances, at the discretion of the Association, community matters are posted. Nothing may be posted on the bulletin board without the permission of the Association.

2.7 Change of Address / Email / Telephone

It is each owner's responsibility to confirm that the Association has his/her/their current mailing and email address. If you are not receiving the monthly newsletter or any information from the Association office, it is the owner's obligation to inform the management office of their official mailing/ email address. Also, it is each owner's obligation to update contact information in the official owner's portal.

Please provide emergency contact information so that we may contact the person(s) you designate in the event of an emergency. We keep your screening application on file, but should you change your employer or mailing address, notify us in writing to update your records. There is a form available at the owner portal for this purpose.

2.8 Prohibited Activities

The following activities are not permitted:

1. Climbing trees on the property.
2. Skateboarding or roller skating on Condominium property (including wearing roller skates, roller blades inside the building common areas).

3. Jumping the fence surrounding the swimming pool.
4. Loitering in the lobby.
5. Bouncing any type of ball against the walls or any surfaces inside the building.
6. Using the swimming pool & spa without adult supervision, if under the age of twelve (for safety purposes).
7. Use of exercise room equipment without adult supervision if under the age of 16 (for safety purposes).
8. Parents or guardians must accompany children when playing in the playground area for safety purposes.

2.9 Complaints

If you have a complaint, let the Association know about it in writing. With 344 units, we will try to resolve problems. However, resolution may not always be possible. If you identify a problem or issue, let us know in writing, and we will investigate as soon as possible.

All violations will be handled as set forth in Article 18 of the Declaration, which addresses mandatory arbitration, negligence and compliance, fines, and suspensions.

2.10 Firearms

No openly carried firearms or any other openly carried weapons are permitted at any time anywhere within the Common Elements.

2.11 Exercise Room / Fitness Center

The following rules apply to use of the fitness center:

1. Hours of Operation are Monday through Sunday, 6am- 11pm hours a day.
2. Proper workout attire is required always. Bathing suits, robes, and/or other non-athletic attire shall not be permitted to be worn in any area of the Fitness Center.
3. Smoking, eating, or drinking alcoholic beverages is prohibited in the Fitness Center.
4. Residents/Guests using the Fitness Center do so at their own risk and may be required to execute such forms releasing the Association, its Manager, and the Hotel Operator from liability for their use of the facilities.

5. Children under sixteen (16) years of age are not allowed in the Fitness Center unless accompanied by an adult.
6. Pets are absolutely prohibited in the Fitness Center.
7. Please return the fitness equipment to their proper place at the completion of your workout.

It is recommended that the exercise equipment not be used without first consulting with a physician. The Association, Board, Association Manager, Hotel Operator, and their employees are not responsible for injuries or accidents incurred through use of the Fitness Center, nor are they liable for any losses arising out of its use.

No Resident or Guest shall use the equipment in such a manner as to restrict its use by other Residents/Guest for unreasonable periods of time. Facility operator may implement limitations of maximum duration of equipment use in the event of waiting periods or during peak times.

Radios, televisions, and the like may be listened to in the Fitness Center if played at a sound level which is not offensive to residents and guests. Use of such devices must be immediately discontinued if requested by the attendant. Earphones are highly recommended.

2.12 Fire / Evacuation

In case of Fire do not use elevators, Use stairs. Listen to and comply with any fire alarm and evacuation announcements via building fire alarm system.

2.13 Garbage Disposal

All garbage must be disposed of in sealed plastic garbage bags to minimize odor. Do not leave garbage bags on the floor of the trash room or in the hallway.

Never attempt to stuff oversized materials (cardboard boxes, etc.) in the trash chute; chute jams can lead to expensive repairs, which you may personally be held accountable for. For disposal of cardboard boxes, call the Concierge (front Desk) to have someone from our housekeeping department remove them. Garbage disposal is prohibited except through the chute.

Under no circumstances are construction materials, hazardous materials, oversized items, including items such as cardboard boxes, rugs, or others alike allowed to be disposed of using the trash chute. For all oversized items please call a junk removal company of your choice. Construction materials must be disposed of offsite by your workmen. Please Recycle!! Follow Instructions for Recycling onboard control panel.

2.14 Leases and Transient Occupancy Agreements

Please see Article 17 of the Declaration for specific guidance concerning leasing.

Resort Units: Each Owner, by acceptance of a deed or otherwise acquiring title to a Unit, understands and agrees that pursuant to the Zoning Regulations, the Resort Units must be operated in accordance with the definition of a Condo-Hotel. In that regard, the Resort Units shall be used for transient and/or hotel purposes and otherwise in accordance with the Condo-Hotel Requirements. No Resort Unit Owner, nor any member of the Resort Unit Owner's family nor any person legally dependent upon the Resort Unit Owner may establish a permanent residence at the Resort Unit.

2.15 Mail / Package Delivery

Residential units: The Mail Room is in the Main Lobby. Each **Residential** unit has an assigned mailbox that only the U.S. Post Office is permitted to service. Your mailbox is a limited Common Element, and the Association will provide maintenance accordingly. Mail is delivered Monday through Saturday, holidays excluded. The mail area will be closed off while mail is being delivered. In the event you are not home to accept delivery, the mail carrier will leave a notice of attempted delivery in your mailbox. For those items, which require your signature on a delivery receipt, you must go to the Post Office during normal business hours to pick up your mail and sign for its receipt.

Resort Units: The Certificate of Use we have was approved for a project of 77 residential units and 265 condo hotel rooms with accessory uses. As per the established conditions on the Certificate of Use; the Mixed-Use Development shall comply with all requirements of O-2015-30, R-2015-378a and with definition of "Condo-Hotel" as defined in the City of Hollywood Zoning and Land Development Regulations. Therefore, the USPS will not be able to provide mailboxes for the hotel

rooms since they are not considered residential units. For additional information, the Association recommends that owners directly contact the U.S. Post Office.

Packages accepted at the package room kept in our package area. Packages are kept for 30 days. Owners are to be informed by management company once package is received. After 30 days items will be discarded at management discretion. No hazardous, combustible, or dangerous items will be kept. Very large items such as furniture will not be accepted.

2.16 Nuisances

No nuisances (as defined by the Association) shall be allowed on the Condominium or Association Property, nor shall any use or practice be allowed which is a source of annoyance to occupants of Units or which interferes with the peaceful possession or proper use of the Condominium and/or Association Property by its residents, occupants, or members. No activity specifically permitted by the Declaration, including, without limitation, activities or businesses conducted from the commercial Units, shall be deemed a nuisance, regardless of any noises and/or odors emanating therefrom (except, however, to the extent that such odors and/or noises exceed limits permitted by applicable law). Each Unit Owner, by acceptance of a deed or otherwise acquiring title to a Unit shall be deemed to understand and agree that if (without creating any obligation) catering and/or other food and beverage service operations are operated from the Common Elements and Limited Common Elements, such operations may result in the creation of noises, odors and/or other disturbances which may affect portions of the Condominium Property.

Please review Section 17.6 of the Declaration for further details concerning nuisance restrictions within the Condominium.

2.17 Occupancy and Use Restrictions

As further set forth within Article 17 of the Declaration, each Residential Unit shall be used only in accordance with all applicable City, County and State codes, ordinances, and regulations (as same may be modified from time to time) and the approvals and permits issued for the Improvements, and for no other purpose.

2.18 Application with Background Check and New Owners' Orientation:

Buyers and tenants of a 6 months plus lease must fill up an application that includes background check with Tenant Evaluation online services. It must be completed and approved by the Board of Directors before the closing/moving date.

- Units purchased by a married individual, both husband & wife must apply.
- Units purchased by an entity, the entity's Operating Agreement must be provided, and all partners listed must apply.

New Owners must attend an Orientation with a Board Member at or before closing.

2.19 Pest Control

The Association will provide pest control services within the common elements and inside the units. The control of pests on a community-wide basis is essential. Additionally, you may see bait stations throughout the property; we ask that they not be tampered with at any time or taken from the Common Elements. We will do our best to keep these bait stations always hidden.

Extermination services inside units are mandatory and will be performed twice per year. Unoccupied units will be entered with a security guard present.

2.20 Pet Policy

Domesticated pets may be maintained in a unit provided that the conditions set forth in Section 17.3 are complied with. Further, all animals maintained within the Condominium must be registered with the management office, which registration includes providing evidence of all vaccinations.

All pets must be tightly leashed and always controlled, using a leash no longer than 6 feet in length.

Pets are not permitted within the Common Elements. Pets shall not be maintained in the Commercial Units, provided the guests, patrons or invitees of the Commercial Units may bring their pets with them when patronizing a Commercial Unit.

For any inquiries concerning assistance animals and related accommodation requests, residents must contact the management office.

2.21 Personnel

Employees of the Association and Employees of the Hotel Operator. Employees of Association are not to be sent out by Unit Owners for personal errands, assist with any repairs, moving of furniture etc. The Owner of the Commercial Unit that owns the hotel front desk shall supervise and task employees of the Hotel Operator. The Hotel Operator is responsible of and shall hold accountable any of their employees that is performing work under their supervision.

2.22 Plumbing

Lavatories, showers, bathtubs, are not to be used to discharge rubbish, chemicals, polluted liquids that can damage or clog the pipes. The cost of repairs resulting from misuse will be the resident's responsibility. Running water due to a leaky toilet valve can result in higher water bills and higher maintenance for the association. While the Association is willing to perform a free inspection to seek to assist in confirming the need for a repair, the Association recommends that all owners and residents engage an expert to inspect the unit in the event of any plumbing concern, and further recommends that the owner or resident not rely on any information obtained from the Association's personnel pursuant to a courtesy inspection.

2.23 Sanctions

All residents must comply with the Rules and Regulations as well as the Condominium Documents. The Board of Directors is empowered by the law to enforce the Rules and Regulations and the Bylaws of the Condominium through appropriate legal remedies. In case of such legal action, the Association shall be entitled to reimbursement for attorney's fees and costs incurred in accordance with the provisions of the Condominium Documents and Florida Laws.

Non-compliance may be sanctioned in various ways, including fines, suspensions, non-renewal of leases, referral to appropriate civil authorities (i.e., police) or to the association's attorney, or any other way the Association may designate. Please review Article 18 of the Declaration for additional details concerning enforcement.

2.24 Service Personnel (Vendors and Contractors)

All service personnel are required to sign in and out with the Front Desk personnel in the Contractor's Log. They must have valid licenses and insurance before work begins.

The building staff is NOT authorized to accompany your service personnel to your unit or be available to open the apartment and remain with your service personnel while work is performed, in your absence. You will have to make your own arrangements with management companies, real estate agents, relatives, etc. for entrance to your apartment. Owners and residents must notify Association management in writing to authorize any contractor's entrance to the building. Without this authorization, the contractor will not be allowed in the building.

2.25 Signage (See also: Bulletin Board)

No signs of any kind are to be placed on the property unless authorized by the Manager and the Board of Directors.

2.26 Smoking

Smoking is not permitted in the lobbies, parking areas, elevators, entrances, or in any common hall, stairwell, vestibule, or storage areas. Additionally, smoking is not permitted in the swimming pool, on the pool deck, in any recreational facilities or anywhere in the Common Elements at any time, except in designated smoking areas.

2.27 Valet Parking Service

Valet Parking the valet parking service offered by Quick Parking, which involves taking receipt of vehicles, keeping them in custody and returning them to the User.

Valet Parking is available at 100% off for realtors and their clients for the first hour. Normal rates apply after the first hour. Validation for the discount would be provided during registration at the front desk. Units can be shown to potential tenants or buyers, 7 days a week from 7am to 8pm.

Valet Parking is available at 100% off for vendors during the following days and times: Monday to Friday 8:30 am to 5:00 pm. Vendors must only use the Loading Zone/ service area for parking, and vendor vehicles must always display a vendor parking pass. Valet parking will provide the vendor parking pass at the time the vendor arrives.

3. RULES AND REGULATIONS – BLDG. RELATED

Members are expected to cooperate with the Association rules and the Board of Directors in the proper use of the common elements. Proper decorum and clothing are expected while using our facilities, including but not limited to the Lobby area, Social Room, Terraces, swimming pool deck, etc.

3.1 Air Conditioner

Each residential unit has its own central air conditioner/heater and thermostat. The maintenance (and cost) of the air conditioning system shall be the sole responsibility of the owner of the unit to which such equipment is appurtenant. We strongly recommend that you have a technician service your air conditioner unit at least annually. This will typically involve cleaning of the coils and a refrigerant check and/or recharge, as well as a thorough cleaning of the condensate line. (Condensation is a normal byproduct of air conditioning systems. When the drainage line (“condensate line”) becomes blocked, the water backs up onto the floor of your air conditioning closet and then either into your apartment or the units below. This slow leak can be difficult to locate and cause mildew and extensive damage.)

Air Conditioner Filters

For health reasons as well as for efficiency, we strongly recommend you change your air conditioner filter once a month. When you change your filter, check for any sign of moisture on the floor of the air conditioning closet, which will be an early indication of a backup in your condensate line. Condensation drainage that results from improperly maintained units can also cause water damage to your neighbor’s property, becoming your potential liability. To maximize the efficiency of your unit, we strongly recommend that you do not attempt to store personal items in the air conditioning closet, which may impede the unit’s efficiency and become

water/mildew damaged should the drain condensate line back up, as well as hide the early warning signs of this problem.

3.2 Balconies, Terraces, Exterior Walls, Windows

Your terrace or balcony is an important part of the overall appearance of the Condominium's exterior. To ensure that all balconies remain attractive and to assure the safety of everyone, the following rules must be observed:

1. Movable objects, such as potted plants cannot be placed on ledges, nor suspended from balcony ceilings. Potted plants must have leak proof pots or saucers to catch water.
2. Structures cannot be erected on balconies and terraces nor can be enclosed, covered with an awning or hurricane shutters, increased in size, or altered in configuration. No attachments shall be affixed to the exterior walls, doors, terraces.
3. Personal articles such as clothing swimsuits or towels are not to be hung on the railing of your balcony.
4. Do not use your balcony or terrace as a laundry area. Do not store cleaning supplies, such as mops, outside. Also, for your neighbors' comfort, do not shake mops or rugs from the balcony. Do not throw any object or liquids from balconies, especially when washing terraces.
5. Do not place on your balcony or terrace hammocks or other hangings from the walls or ceiling, furniture, umbrellas, ceiling fans, or other article or appliances that will change the building appearance from the outside.
6. Remove all movable furniture from your balcony when going away and during the hurricane season (June through November).
7. All balconies and terraces walls must be maintained in the standard exterior colors.
8. No electrical wiring, television antenna, machines, décor items, and additional air conditioner units which might protrude through the walls or ceiling, may be installed.
9. Personal property of unit Owners must be stored inside their respective unit.
10. No storing of any carts, bicycles, carts, or similar items.
11. No gas or charcoal grills or open flame cooking appliances are permitted on balconies/ terraces. Electric versions of these are allowed.

3.3 Curtains & Drapes

All curtains and drapes (or linings thereof) which face exterior windows or glass doors of Units shall be subject to the Project Quality Standard and Brand License Agreement (“BLA”) with SBE and must be approved by the Association.

3.4 Barbecue (BBQ) 6th floor

As part of the amenities offered by the Condominium, there is a barbecue installed in the six-floor terrace adjacent to the movie theater. This is a common element for the use of Hyde Beach House residents only. Dual usage is not permitted; Owners who lease their units forfeit their right to use the common elements, including the barbecue, while the tenants are in possession of the unit.

The following conditions apply to the use of the Barbecue (BBQ):

1. The use of the barbecue is by reservation only, on a first-come-first-served basis. The person who reserves the barbecue then has the exclusive right to use the barbecue and the adjacent tables, if there are, and surrounding area during the term of the reservation.
2. Reservations only become official when deposits have been paid at the Front Desk and entered in the reservation book. Please schedule at least forty-eight (48) hours prior to the date of the use.
3. For BBQ - \$200 Deposit. Deduction for damages may reduce the refundable amount. Any damages more than the deposit will be the responsibility of the person who signs the reservation.

If you are going to cancel, we ask that you be considerate and give us as much notice as possible.

3.5 Barbecue (BBQ) 42nd floor

There is no deposit to use the barbecue at the 42 Floor for owners only. However, all owners must be on a reservation basis.

3.6 Storage Spaces

Each storage space shall be a Limited Common Element only upon it being assigned as such to a particular Unit in the manner described in the Declaration. The maintenance of any storage space so assigned shall be the responsibility of the Association (provided however, that the contents placed in any such storage space, including, the insurance thereof, shall be the sole responsibility of the Unit Owner of the Unit(s) to which it is assigned). The Owner of the Unit to which the storage space

is appurtenant shall be liable for any loss, damage or liability which may result from the existence and use of such storage space. Please see Section 3.3(d) of the Declaration for further details concerning the use of storage spaces.

3.7 Cable Television / Internet

Basic cable television and internet service (standard package) are provided as part of the monthly maintenance fee. It is not an optional service. The basic cable service agreement currently in effect is subject to change at the discretion of the Board of Directors of the Association and may be terminated or modified at any time.

3.8 Condominium Property Maintenance Department.

The maintenance department is responsible for maintaining the common elements in and around the Association Property. Certain mechanical equipment is monitored daily as part of their on-going preventative maintenance program for efficient operations. At no time are they permitted to perform maintenance services in residential or condominium hotel units. Details concerning the maintenance of units and the common elements is further addressed in the Declaration.

3.9 Condominium Property Cleaning

The housekeeping staff is responsible for cleaning the common elements, including, but not limited to trash rooms, stairwells, garage, restrooms through the property, recreational facilities, elevators and building lobby and entrance. Centralized Housekeeping rule that was adopted in June 2020 will be in effect for all units within the building. Such services may be requested by Unit Owners for a fee. All refuse must be deposited in tied plastic bags and placed in areas designated for refuse disposal.

3.10 Contracted Repairs /Additions, Alterations, or Improvements

No Unit Owner shall make any addition, alteration or improvement in or to his or her Unit, the Common Elements (including, without limitation, the Residential Limited Common Elements) of the Association Property, any structural addition, alteration or improvement in or to his or her Unit which is visible from any other Unit, the Common Elements and/or the Association Property, without, in each instance, the prior written consent of the Board of Directors of the Association. Any contemplated

additions, alterations, or improvements will conform, without exception, to the Project Quality Standards and the Brand License Agreement. Without limiting the foregoing, the Association may not refuse the request of a residential Unit Owner for a reasonable accommodation for the attachment on the mantel or frame of the door of the Unit Owner of a religious object not to exceed 3 inches wide, 6 inches high, and 1.5 inches deep. The Association shall have the obligation to answer, in writing, any written request by a Unit Owner for approval of such an addition, alteration or improvement within thirty (30) days after such request and all additional information requested is received.

Without limiting the generality of the foregoing, to the extent that the Condominium has been constructed with either a precast concrete system or post tensioned cables and/or reinforcing rods then absolutely no penetration shall be made to any floor, roof, or ceiling slabs without the prior written consent of the Board of Directors and review of the as-built plans and specifications for the building. The plans and specifications for the building shall be maintained by the Association as part of its official records. To the extent that the Condominium has been constructed with a precast concrete system or post tension construction and agree that the penetration of any post tensioned cables and/or rods may threaten the structural integrity of the building. Each Owner hereby releases Developer, Developers Affiliates, the Brand Owner Parties, its members, contractors, architects, engineers and its and their officers, directors, shareholders, employees, and agents from and against any and all liability that may result from penetration of any of the surfaces.

3.11 Deliveries

The Association will not be responsible for loss or damage to property received and/or held on behalf of unit owners/renters/guests whether in the storage room, Valet Service, or at the Front Desk.

All construction materials (including carpeting and flooring, sets of furniture, or other large, bulky, or heavy materials) must be guided by the following requirements:

1. It must be delivered to the loading dock.
2. It must be delivered between 9:00 A.M. to 5:00 P.M. Monday through Thursday, and 9:00 A.M. to 3:00 P.M. on Friday.
3. You must reserve the elevator and loading dock ahead of time with the Concierge. See also “Elevators” for additional restrictions.

4. Delivery of small furniture or item that takes a single trip, up or down, does not require an elevator reservation and does not have to use the loading dock with the following conditions:
 - Do not use the front lobby or the front ramp.
 - Use the rear lobby and the rear door of the service elevator only.
5. Residents/Owners are liable for damages to the building caused by moving material in and out of the building.
6. Certificate of Insurance (COI) is required for all vendors lending services at the property. The association name must be listed as certificate holder and additional insured.
7. No operator/ vendor can park his work vehicle for an indefinite period at the service area or in front to the building. The use of the service area will be subject to availability.

3.12 Destruction of Property

As set forth in greater detail within Article 7 of the Declaration, a unit owner is responsible for the cost and expense of any maintenance, repairs, or replacements to the common elements to the extent arising from or necessitated by the negligence, misuse or neglect of such unit owner, or their tenants or guests.

Each owner, relative, resident or guest will assume sole responsibility of their personal property. Association will not be responsible for any loss or damage to any private property used or stored within the building. Association may dispose of any abandoned property at any time. Owner shall be liable and financially responsible for any property damage and/ or personal injury within the building including any activity or function operated, organized, arranged, or sponsored by the Association.

3.13 Association Access to Units

Pursuant to the Florida Statutes and the Declaration, the Association has access rights to all units when necessary for the maintenance, repair, or replacement of any common elements or of any portion of a unit to be maintained by the Association pursuant to the declaration or as necessary to prevent damage to the common elements or to a unit. It shall therefore be the responsibility of all unit owners to deliver a set of keys to their respective units to the Association for use in the performance of its functions. No unit owner shall change the locks to his or her unit

(or otherwise preclude access by the Association) without so notifying the Association and delivering to the Association a new set of keys to such unit. If Management is not in possession of keys, neither the Association nor Management will be responsible for damage incurred by a forced entry.

3.14 Elevators

We have four elevators in the building and one elevator going from the lobby to the 6th floor to access the amenities.

1. Proper attire, including shoes/sandals and shirts, is required when riding the elevators.
2. Under no circumstance, residents or guests will ride in the passage elevator in only swimwear or when dripping wet from the pool or the beach. Appropriate cover-up mandatory!
3. In the event of a fire or a fire alarm, the elevators will automatically take you to one of the lower floors and after opening the doors, go out of service, automatically.
4. If you become stuck in one of the elevators at any time, do not panic. There is an emergency telephone inside the elevator. Use the telephone to call the Front Desk.
5. Staff should make every effort to take the service elevator only.
6. The Services Elevator is used mainly for moving large items and materials, for housekeeper with cart etc..
7. The elevator must be reserved at the concierge (front desk) if you plan to move, and need use it for a long time. Reservations are on a first-come-first- served basis.
8. A refundable deposit of \$500 dollars must be held in the administrative office during the time that the elevator is being used to transport deliveries, tools, materials, or contractors working in the apartment. If damage is caused to the Association's property by any owner's delivery (or that of their tenant or unit occupant), such unit owner shall be responsible to cover the costs of repair to the Association's property. The deposit will be used to cover the costs of repair, and the owner will be held responsible for any additional costs needed to repair the damaged property.

3.15 Facilities

3.15.1 42nd Floor Owners Lounge

This facility of 4010 SOUTH OCEAN CONDOMINIUM HOLLYWOOD ASSOCIATION INC. is for the exclusive use of the owners, for their immediate families, and residents' houseguests, but only if the owner is always present. Owner's lounge is accessible 24/7. Please be respectful. Comply with City of Hollywood noise ordinance. Security to check between 11pm and 7am regularly and advise of any issues. Owners who have rented their apartments forfeit their rights to use of the facilities while the apartment is rented. All guests must register at the Front Desk. Sleeping or staying overnight is not allowed,

3.15.2 Tennis Court / Racket Ball

Tennis court and Racket Ball court must be reserved at the Front Desk.

3.15.3 Commercial Unit #3 (CU-3)

Unit CU-3 is private property, and, together with the Limited Common Elements appurtenant thereto, are for the exclusive use of the Owner of Unit CU-3 (and its guests, tenants, and invitees) and shall not be available for use other than as a guest, or tenant of the Unit CU-3 Owner, on any such terms as such Owner may determine in its sole and absolute discretion.

3.16 Front Ramp

The front ramp is reserved for valet parking and the pickup and drop off passengers and emergency vehicles. Standing momentarily (while the driver remains in the car) is permitted while waiting for passengers. Unless valet/security instruct otherwise, the car will be parked by valet at the vehicle owner's expense, if the driver has not returned to the vehicle after 10 minutes. Violators will be towed away at the owner's risk and expense without further notice.

3.17 Marina

Use of Marina including overnight dockage must be booked in advance via the Front Desk. A dockage lease agreement and liability waiver must be signed. Proof of license

and insurance is required. Dockage is short term and can be for the duration of an Owner's or guest's stay but should not be more than 30 days.

Maximum length of vessel is 25 ft. Overnight charges of \$1.75 per foot apply. Staying overnight on the boat, and liveaboards, are not allowed. Rules and Regulations of property must be followed, including no loud music, no parties.

The above section is contingent on the building acquiring all necessary licenses and permits required.

3.18 Swimming Pool / Cabanas

Use of the pool area and spa (collectively "water amenities"), shall be subject to all laws, regulations and requirements promulgated by all governmental agencies having jurisdiction in such matters, and are incorporated herein by reference. The Board has the right to make, modify, or otherwise amend Association rules governing the usage of the water amenities and may establish conditions, hours or usage and prohibited activities for same.

Lifeguard. No lifeguards are provided to supervise any water amenities. The Association is not responsible for ensuring the safety of users of the pool or beach.

No Discharges. It shall be a Unit Owner's responsibility to ensure that no Unit Owner, their tenants/lessees, guests, or other invitees, discharge anything, material, liquid, or item into any water amenity at any time for any reason whatsoever. Any violation of this Rule or of any laws, regulations or requirements promulgated by all governmental agencies having jurisdiction in such matters, shall entitle the Association to exercise all its rights and remedies, including, but not limited to, the right to fine Unit Owners, or to take any other remedial or legal actions necessary to remedy any and all damages resulting from such unlawful discharge.

Personal Items. All personal items, including any water-related recreational craft, toys, or sports items, as well as trash or other refuse must not be left or stored in, on or about all water amenities as prohibited in these Rules for the general use of the Common Elements.

Pets. No pets of any kind are permitted in or about all water amenity areas.

Pool Area Use Rules:

1. No lifeguard at the pool (swim at your own risk).

2. No diving or jumping into the pool.
3. Glass is not permitted in the pool or spa, nor any areas surrounding such amenities.
4. Pool hours are from dawn to dusk, unless otherwise determined by the Board. The water amenities may be closed, and no person should use such areas, during times of inclement weather.
5. Nuisance: No portion of the pool area shall be used, in whole or in part, for storage of any property or thing that will cause it to appear to be in an unclear or untidy condition or that will be obnoxious or unsightly to the eye; nor shall any substance, thing, or material be kept on any portion of the pool area that will emit foul or obnoxious odors or cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of the Units or surrounding properties. No noxious or offensive activity or offensive behavior shall be carried on in the pool area, nor shall anything be done therein which may be or become an unreasonable annoyance or nuisance to any Unit Owners, their tenants/lessees, guests, or other invitees. The Board shall have the sole discretion in determining if any equipment, fixture, materials, or activity producing such noise, odor or offensive behavior constitutes a nuisance.
6. During the pool hours, as posted at the pool or as otherwise set by the Board, no musical instrument, phonograph, television, radio, or the like shall be played at the pool area in a way that unreasonably disturbs or annoys other Unit Owners, guests or occupants.
7. Additionally, there shall not be maintained any plants, animals, devices, or things of any sort whose activities or existence, in the sole discretion of the Board, is in any way noxious, dangerous, unsightly, unpleasant or of a nature that may diminish or destroy the enjoyment of the pool area, the Units or any other portions of the Condominium Property.
8. Pool or water toys (floats, sport items, water toys, etc.) are not permitted in the pool or spa, nor the surrounding areas.
9. There shall be no playing, running, jumping, or climbing while within the pool area.
10. All personal items and personal property must be removed when leaving the pool area.
11. No reserving of pool chairs, tables, lounges, etc. is permitted. Persons who leave their pool chairs, tables, or lounges unattended for more than thirty (30) minutes relinquish use of pool chairs, tables, or lounges.
12. Eating is prohibited within 4ft of the pool or spa for sanitary reasons.
13. No drinks inside the pool.
14. Beach towels are required to be kept on pool furniture when suntan lotion, sunscreens, and other skin application materials are being used.

15. All trash must be removed from the pool area.
16. Pool furniture and furnishings shall not be removed from the pool area.
17. The pool gate must be closed when entering or leaving the pool area.
18. All persons must shower before entering the pool.
19. All beverages must be in plastic containers and disposed of in the proper trash containers.
20. Persons without swimming skills are to be accompanied by persons with swimming skills.
21. Individuals using the spa should weigh the risks and determine their ability for safe use and duration times before such use.
22. Persons listening to electronic devices must wear headphones and not broadcast the sound over open speakers.
23. Any person who is incontinent or not fully potty trained must wear appropriate waterproof clothing when using the swimming pool and spa.
24. A Unit Owner or tenant/lessee may not have more than four (4) guests simultaneously at the pool deck. If a Unit Owner would like to host more than four (4) guests at the pool deck, then the unit owner must provide the Front Desk with not less than three (3) days' notice of such intention.
25. A Unit Owner or tenant/lessee may not reserve any pool lounge chairs for those do not present at the pool area, or in the pool or spa.
26. A Unit Owner or tenant/lessee may not drag any pool lounge chairs around the pool, or otherwise substantially relocate such pool lounge chairs.
27. Appropriate attire is always required when within the common elements, including the pool area. Appropriate attire means a swimsuit cover up is required; wearing a towel is insufficient and does not constitute a cover up.
28. Association security personnel will ask any person violating the above-listed rules to leave the pool area.
29. Cabana rental prices are \$50 for a half day, and \$80 for a full day. All rentals must be coordinated with Association Management.