



OCEAN HARBOUR NORTH

**On Site Regulations
Grounds and Buildings
Rules**

2017

TABLE OF CONTENTS

ACKNOWLEDGEMENT	2
ATTACHMENT A	3
1. PURPOSE AND SCOPE	4
2. OWNERS' RESPONSIBILITIES/LIABILITIES	4
3. GUESTS AND VISITORS	5
4. USE AND CARE OF PUBLIC AREAS	5
5. PETS, SERVICE ANIMALS, COMFORT/EMOTIONAL SUPPORT ANIMALS AND NON-DOMESTICATED WILDLIFE ANIMALS	8
6. PARKING SPACES AND DRIVEWAYS	9
7. ELEVATORS	11
8. BALCONIES, PORCHES, WINDOWS AND DOORS	12
9. BUILDING STRUCTURE AND MAINTENANCE	14
10. ROSTER OF OWNERS AND OCCUPANTS	15
11. NUISANCE	15
12. EMERGENCY # 911	16
13. SWIMMING POOL AND POOL DECK AREA	16
14. RENTALS/LEASES	17
15. ASSESSMENTS AND MAINTENANCE CHARGES	18
16. RESALES	18
17. CONDOMINIUM UNIT RESTRICTIONS	19
18. OCEAN HARBOUR POOL CLUBHOUSE AND MARINA CLUBHOUSE RULES	21

ACKNOWLEDGEMENT

All unit owners, owner guests, and realtors must comply with the on-site rules in this booklet. If the owner/realtor enters into a lease agreement or sells the unit, the owner/realtor must provide a copy of the on-site regulations to the new owner/renter/lessee. The new owners, renters, or lessees must then sign a statement that they have received and read these rules and have agreed to comply prior to moving into the unit. See Attachment A. The signed statement shall be turned in to the Board of Directors by the seller or lessor (or their lawful representative) of the unit. Unit owners must post the following regulations in each unit to be rented or leased.

Failure to comply with the above will result in a fine.

Attachment A

Ocean Harbour Condominiums Association (a.k.a. Ocean Harbour North Condominiums) On Site Regulations And Rules Acknowledgement Signature Sheet

I/we have read the On Site Regulations
Grounds and Buildings Rules and agree to
comply.

To be signed by:

New Owner: _____

Unit: _____ Bldg: _____

Signature: _____

Date: _____

Renter/Lessee: _____

Unit: _____ Bldg: _____

Signature: _____

Date: _____

1. **PURPOSE AND SCOPE**

The regulations contained herein comply with the provisions of the Articles of Incorporations, the Declaration of Condominiums, and the provisions of the Condominium Act, Chapter 718 of the Florida Statutes. It is not the intent or purpose of the Board of Directors or the Committee on Rules and Regulations to seek in any way to curtail the freedoms of unit owners with unreasonable rules and regulations. Owners and tenants are considered to be responsible, law-abiding adults whose conduct will not infringe on the reasonable freedoms of others. Guests/tenants are welcome at Ocean Harbour Condominium Association, but should be aware that this is a residential community as opposed to a resort facility, and personal behavior should be such as will not abuse the hospitality of the residents.

2. **OWNERS' RESPONSIBILITIES/LIABILITIES**

- A. Each unit owner, or his properly authorized lessee or tenant, shall be responsible for the actions and conduct of his family members and/or guests as they relate to compliance with the Declarations of Condominium and the On Site Rules of Ocean Harbour Condominium Association. Owners, family members, lessees, tenants, or guests are expected to conduct themselves in a reasonable and prudent manner so as not to constitute a nuisance to others or a hazard to person or property or an infringement on the rights of others.
- B. For the purpose of protecting the condominium common elements in and other units, all residents, whether owners or tenants, are required to turn off the potable water supply to the condominium and electric power to the water heater if they plan to be absent from their unit for 24 hours or more. A, B, and C buildings have water turnoffs under the

kitchen sink as well as by the washing machine. D and E buildings have the water shutoff near the water heater. Signage should be posted near the water heaters to create awareness.

- C. Failure to obey this rule will be deemed gross negligence by the owner and/or tenant and they will be liable for all damages that result from their failure to turn off the water and power to the water heater.

3. **GUESTS AND VISITORS**

- A. Guests and visitors are defined as any person who is entertained by an owner or a member of this immediate family. When an owner is not present, guests may not, in turn, invite guests or visitors to use the facilities of Ocean Harbour Condominium Association. An owner, not in residence, **MUST** notify the Management Company, hence the Board of Directors, of the proposed occupancy of his unit by any person other than the owner. In absence of the unit owner, guests of the unit owner as well as all guests of renters/lessees may not stay over two weeks in the condominium unit without prior Board approval.

4. **USE AND CARE OF PUBLIC AREAS**

- A. All walkways and stairwells must be kept clean and free of all personal items and debris. Clothing, towels, shoes, and other articles shall not be placed in passageways.
- B. No laundry, bathing suits, towels, or other items shall be hung or displayed on walkways or balcony railings. No clotheslines shall be hung from any railings or building exterior to include private balconies.

- C. Children are welcome at Ocean Harbour Condominium; however, they are expected to observe the rules of reasonable/prudent behavior prescribed herein. They may not loiter or play in areas including, but not limited to: lobbies, hallways, stairwells, elevators, walkways, parking lots, or driveways, or in any area that may constitute a nuisance or hazard to themselves or others.
- D. No public areas shall be decorated or furnished by an individual owner or group of owners in any manner, except with the written approval of the Board of Directors.
- E. Open waste constitutes a health hazard and a nuisance. All waste must be bagged in heavy plastic bags before depositing in the trash containers or chute. Paper goods, plastic containers/jars and glass bottles/jars should be taken to the first floor of each building and placed in the available recycle bins next to the dumpsters. Cardboard boxes should be flattened or cut up and placed into respective recycle bins. Because of excessive noise, heavy objects should not be dropped down the chutes. These heavy items should be carried to dumpsters on the bottom floors. Any furniture, water heaters, AC units etc. for disposal must be removed by the unit owner or contractor, and must **NOT** be placed inside or outside the garbage bins. Owners having work done on the unit should have the contractor dispose of debris off premises. Care should also be exercised in the use of inside unit garbage disposals to prevent clogging of unit or main building drains.

F. Storage Rooms

1. For buildings A, B, C, and D, stored bicycles must not impede access to the utility rooms. They must be within the marked areas on the floor. For building E, bicycles should be stored in the remote bicycle garage. To control abandonment, the bicycles shall be tagged with the unit number, the bicycle owner's name, and the date when the bicycle was placed in the room.
2. Ground Floor Storage room passageways shall be free from all items. These include paint cans, beach gear, fishing poles, floor tile, cabinetry, grills, doors, screens, baby carriages, etc.
3. If it isn't stowed in your locker or your unit, it will be removed and disposed of.
4. Local unit storage areas on each floor must comply with the same housekeeping requirements.
5. Items which are deemed a hazard will be disposed of by maintenance by April 1 yearly.

G. No door-to-door solicitation shall be permitted unless the Board of Directors has granted prior written approval. This includes not-for-profit organizations.

H. Owners are required to provide keys for their units and garages to the Board of Directors (or the onsite maintenance person) for emergency use. This applies to resident and non-resident owners. The garage door emergency disconnect lock must be maintained (lubricated as necessary) so that it is operational and functional. In the absence of a key to the unit or the garage, the Board of Directors, in an emergency, will of necessity force entry to

resolve the emergency. Costs for such entry will be borne by the unit owner.

- I. Contractor work hours are limited to 8:00 A.M to 5:00 P.M. Monday through Friday, excluding holidays. However, emergency repair work can be accomplished at any time.

5. **PETS, SERVICE ANIMALS, COMFORT/EMOTIONAL SUPPORT ANIMALS and NON-DOMESTICATED WILDLIFE ANIMALS**

- A. One pet weighing no more than 20 pounds at maturity is allowed per ~~documented~~ unit owner. Only one pet is permitted per condominium unit at all times. A pet cannot constitute a nuisance. All pets are required to be leashed on site when outside their unit. Pet walk areas are provided at the extreme North edge behind the garages of the property along B, the extreme North edge along C and D parking lots and the South edges of A and E parking lots. RENTERS AND GUESTS ARE NOT ALLOWED TO HAVE PETS AT OCEAN HARBOUR. OWNERS ARE RESPONSIBLE FOR REMOVAL OF PET FECES. PETS SHOULD RELIEVE THEMSELVES ON DESIGNATED GRASS AREAS. Service animals (as defined by Title 28 CFR 36.104) must be registered with the Board of Directors. The owner/handler must supply to the BOD:

1. The owner/handler's licensed attending physician's letter stating the type of service animal and the individual's need for such animal.
2. Documentation of the training of this particular service animal.
3. WARNING- It is a federal crime to present your animal as a service animal when it is actually not.

- B. Comfort/Emotional Support Animal, in excess of 20 pounds, must be registered with the Board of Directors. The owner must supply to the BOD:
 - 1. The owner's licensed attending physician's letter stating the owner's physical/psychological need for such a comfort animal.
 - 2. Owners of Comfort/Emotional Support Animals are required to follow the same pet rules as all other owners. (The waiver is for weight only.)
- C. Residents (owners and Renters) are not allowed to feed non-domesticated wildlife animals, since this creates nuisance problems.
- D. No pets are permitted on the Ocean Harbour North beach.
- E. No pets are to be brought into clubhouses, tennis courts, pool areas, and the pavilion at any time.

6. **PARKING SPACES AND DRIVEWAYS**

- A. There shall be no assigned parking spaces except for E building. Parking will be on a first come, first served basis.
- B. Parking shall be for permit vehicles only and shall not exceed two vehicles per unit. Vehicles are defined as two and four door sedans, station wagons, SUV's, vans with 4 or more seats, non-cargo carrying types. Commercial lettering or offensive/vulgar decorations are prohibited on all vehicles. Only owners can have pick-up trucks, which must be in compliance with the following criteria:
 - 1. Pick-up trucks cannot have a size or capacity to carry more than ½ ton in the bed of the truck.
 - 2. No dual rear wheel trucks or out-sized fenders on trucks. Trucks cannot extend beyond the size of OHN parking lot spaces.

3. Trucks must be factory stock height without raised suspension.
 4. All trucks must have manufacturer or equivalent type bed covers (no tarps/canvas etc) and no exposed storage boxes or pipe racks etc.
- C. Only factory or stock type mufflers are permitted on all vehicles to keep the noise level down at OHN. All other motor vehicles and road equipment, including but not limited to motor homes (regardless of size), oversized trucks, campers, motorcycles, trailers, boats/boat trailers, will be limited to 24 hours. Such vehicles will occupy rear parking spaces. **Renters and guests cannot park Pick-up Trucks/Trucks overnight.**
- D. Vehicles parked on Ocean Harbour Condominium property overnight are required to have a OHN parking permit or a guest pass stating the arrival and departure dates along with the building and unit number where issued. Vehicles in violation will be given a warning on the first day. If there is no response, a final warning will be issued. After the final warning, the vehicle will be towed at the owner's expense. Guest passes may be requested from any member of the Board of Directors or the maintenance staff. Owners/renters are encouraged to obtain these in advance.
- E. Parking is allowed only in the designated parking lot areas. Vehicles may not be parked on roadways, building entrances, or on non-paved surfaces, nor may they be parked in any area that may prevent access to or egress from any building or common area.
- F. Parking areas or any common property will not be used for the purpose of performing routine automobile maintenance including, but not limited

to, oil changes, grease jobs, coolant replacement, or brake repairs. Use of the facility for these purposes constitutes an unacceptable infringement on the rights of others.

- G. Vehicle washing locations are on each parking lot. Please conserve water at all times. This facility may not be used for washing boats/boat trailers.
- H. **NOTE:** Nothing contained herein shall be interpreted to prohibit temporary parking of service or delivery vehicles for the purpose of servicing the condominium units or the loading, unloading, and delivery of merchandise, nor shall the Board of Directors be restricted from granting temporary exceptions on emergency basis.

7. **ELEVATORS**

- A. Smoking is not permitted in the elevators or lobbies. Elevator service shall not be delayed by using the HOLD button or the STOP switch.
- B. In the interest of health and safety, no bare feet or dripping wet swimsuits are permitted in the elevators or lobby.
- C. In case of power failure, elevators should return to the ground floor. Use elevators as little as possible during electrical storms. If caught in the elevator, press the help button on the panel in A,B,C and D elevators. If in Building E, open the telephone panel and press the button on the call box. A Monitoring Service will answer and provide assistance.
- D. Elevator pads for the protection of the walls are required when moving large items in the elevator. Contact maintenance to have the pads installed.

8. **BALCONIES, PORCHES, WINDOWS AND DOORS**
- A. No awnings, window guards, or air conditioning devices shall be placed on or about the common areas of the building.
- B. Storm Shutters
1. Storm shutters must be installed and operational on all unit windows and sliding glass doors. Shutters should be accordion or roll-up type, white, and composed of aluminum.
 2. Unit owners **MUST** ensure that shutters are closed (or have a designated person/company close all unit shutters when leaving for 48 hours or longer during hurricane season (June 1st through Nov 31) or when tropical storms/hurricanes are forecast or approaching.
 3. Owners in residence must close all shutters prior to tropical storm/hurricane arrival and as soon as mandatory evacuation order from the barrier island is issued by official authorities.
 4. **IF SHUTTERS ARE NOT CLOSED DURING THESE TIMES** the board will contract with a company to close the shutters. The owner will be fined.
 5. It is NOT the responsibility of the BOD or the OHN Management/maintenance staff to close the shutters.
 6. Failure to obey this rule will be deemed gross negligence by the owner, and such owners will be liable for ALL damages that result from their failure to close their storm shutters.
- C. Nothing shall be swept, poured, tossed or shaken off balconies or walkways, nor shall any dirt or refuse be kept or thrown from any portion of the condominium premises.

- D. The unit owners will not cause anything to be hung, displayed, or placed on the exterior walls, doors, or windows of the building, and will not otherwise change the appearance of any portion of the exterior of the building or the surfaces of interior building walls facing common elements without prior written consent of the Board of Directors of the Association. No signs, will be allowed on balconies and porches or upon any other part of the condominium property without the written consent of said Board of Directors.
- E. **NO gas, electric or charcoal grills are allowed on balconies or porches.** Gas grills, electric grills or charcoal grills may only be used in designated areas approved by the Board of Directors and complying with the Fire Marshall's rulings.
- F. No tile or carpeting shall be installed on balcony floors. (See also Para 17B Unit Balconies.) Please contact Elliott Merrill Community Management 772-466-2630 for specifications for paint if your balcony needs to be painted as there is a specific type of paint which must be used. If your balcony is currently tiled, you will not be required to remove the tile, but if your tile has to be removed for any reason, it may **NOT** be replaced. Balconies are a limited common element and the responsibility of the Association. Painting of the balconies is done every six years or sooner when the buildings are painted. If any repairs are done to your unit by the Association such as concrete repairs, the painting will be completed after the repairs are finished by the Association.
- G. Storm doors, if installed or replaced, must meet the type, color, and material requirements as approved by the Association through its Board of Directors.

9. **BUILDING STRUCTURE AND MAINTENANCE**
- A. No structural changes or alterations within the condominium unit or any part of the building shall be permitted without prior approval of the Board of Directors or pertinent City, County or State approval if necessary.
 - B. The maintenance and repair of all structural parts and all facilities, equipment, and appliances within each condominium unit, including doors, windows, walls, air conditioning and heating units, water heaters, drains, plumbing and fixtures, etc., are the personal responsibility of the owner and at his own personal expense. Air conditioning units and water heaters should be serviced at regular intervals to insure proper operation, and to prevent damage to other condominium units and hallways. It is recommended that water heaters be replaced before 10 years of service. Owners can be held financially responsible for all damages caused to other apartments.
 - C. The condominium is provided with a cable system. No condominium unit owner shall install or permit to be installed any antenna system outside his unit.
 - D. Owners, lessees, or guests shall not be permitted to directly give orders or direction to any maintenance staff employee. All requests for service shall be made in accordance with instructions published by the Board of Directors. Employees are paid for work in common areas only. If you wish to have work done in your unit by staff employees, arrange for this work to be done after working hours.
 - E. Sales and rental notices placed on bulletin boards should be on **dated** 3 x 5 cards. They will be

removed every 3 months by the Board of Directors or their representatives.

10. **ROSTER OF OWNERS AND OCCUPANTS**

- A. In order to maintain a roster of unit owners, owners are requested to provide the Board of Directors, via the Management Company, with their permanent legal address, local and long distance phone numbers, e-mail addresses, and to notify management of any change.
- B. Addresses, e-mail address, and phone number will only be published in the OHN Phone Directory upon approval by the unit owner.

11. **NUISANCE**

- A. No nuisance will be allowed on the condominium property, nor any use or practice that is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents.
- B. All parts of the condominium will be kept in a clean and sanitary condition and no rubbish, refuse, or garbage allowed to accumulate, nor any fire hazard allowed to exist.
- C. No unit owner will use or permit any use of his/her apartment, or make any use of the common elements that will increase the cost of insurance upon the condominium property.
- D. Personal behavior and actions of all individuals must be reasonable and prudent so as not to constitute a hazard to person or property or an infringement on the rights of others.

12. **EMERGENCY # 911**

In a security, medical, fire, or other emergency, residents are advised to dial the emergency # **911** for assistance.

13. **SWIMMING POOL AND POOL DECK AREA**

- A. The swimming pool facilities are restricted for the use of owners or lessees, and their guests.
- B. Any person with skin rashes or skin conditions or communicable disease is not permitted to use the pool. Persons with open cuts or skin abrasions are requested not to use the pool.
- C. Glass containers of any kind are not permitted in the pool area.
- D. Refuse and similar trash shall be deposited in trash receptacles around the pool area. Cigarettes, cigars and pipe ashes shall be placed in sand receptacles.
- E. Pets shall not be taken to the pools, pool areas, or tennis courts at any time.
- F. No furniture or equipment shall be removed from the pool deck by anyone at any time.
- G. An adult must supervise children under 12 and be responsible for children's safety and behavior in the pool area. Babies must wear waterproof pants. Violation of this rule will mean loss of swimming privileges.
- H. No one shall use the swimming pools and hot tub 30 minutes after sunset and 30 minutes before sunrise based the website <https://www.timeanddate.com/sun/usa/vero-beach> for Vero Beach. Children under 12 are not allowed in the hot tub.
- I. No rafts or scuba tanks are permitted in the pool. Swim assists secured to the body may be used.

- J. There shall be no ball playing, running, shouting, or excessive noise, including radios, in the pool area. Radios are permitted for Aqua Sports classes only.
- K. Furniture in the pool area shall be covered with a large towel before being used by persons having on lotions, oil or cream.
- L. Everyone must shower before entering pool.
- M. Pool furniture is for the use of all residents and guests and must not be reserved, except by persons using the pool facility.
- N. The pool is not available for private parties.
- O. No liability whatsoever is assumed by the Ocean Harbour Condominium Association for the use of any facilities.

14. **RENTALS/LEASES**

- A. All rentals and leases must be in conformity with the condominium documents and must not be for less than 30 days. Renter is not permitted to sub-lease.
- B. No condominium unit or part thereof shall be permitted by the owner or his/her lessee to be used as a hotel, transient apartment or motel. The condominium unit, and all parts thereof, shall be used as the personal residence of the owner and his/her immediate family, or his/her lessee and his/her immediate family, and for no other purpose whatsoever.
- C. A leased condominium unit shall not be occupied overnight by more than six (6) people in 2 bedroom units and eight (8) people in 3 bedroom units.
- D. The Board of Directors shall approve the lease of any condominium unit. A unit owner processing a request for approval to lease shall certify that the lessee has been provided a copy of the Grounds

and Building rules, that lessee has read same, and has agreed to comply. The owner submitting an application for lease of a unit shall accompany said application with the Associations' questionnaire duly filled out and signed. No unit may be leased to a corporation, company, partnership, or any other business or commercial organization. Requests for renewed annual and seasonal rentals must be resubmitted to the Board for approval.

- E. The unit owner shall be responsible for all damages to building, equipment, and furnishings caused by his lessee.

15. **ASSESSMENTS AND MAINTENANCE CHARGES**

- A. Assessments shall be payable at such times as may be fixed by the Board of Directors. All notices of assessments to the unit owners shall designate when they are due and payable.
- B. Assessments and installments thereof not paid when due shall bear interest from the due date at ten percent (10%) per annum.
- C. Maintenance charges shall be billed quarterly on January 1, April 1, July 1, and October 1, payable in advance.

16. **RESALES**

- A. The Condominium Act requires complete disclosure on resales of condominium units. In processing a request for approval for resale, an owner shall certify that he has provided the prospective purchaser with the following documentation.
 - 1. A copy of the Declaration of Condominium;
 - 2. A copy of the Articles of Incorporation of Ocean Harbour Condominium Association, Inc.;

3. A copy of the approved operating budget for the current year, including the monthly charges for maintenance for the condominium unit to be sold to the prospective buyer.
 4. A copy of the by-laws of Ocean Harbour Condominium Association, Inc.
 5. A copy of the Grounds and Building rules of Ocean Harbour Condominium Association, Inc.
- B. All of the above information shall be furnished to the prospective buyer by the owner/realtor before the execution of closing of the sale. Before approval of a resale of a condominium unit by the Board of Directors, assuming the purchaser meets the requirements for approval, the Board will require certification that the prospective purchaser has read the complete documentation package and is satisfied to purchase the Condominium unit, subject to all of the provisions of the documentation package. (See paragraph 2.)
- C. The owner submitting an application for resale of a unit shall accompany said application with an application of membership questionnaire duly filled out and signed. A copy of each executed conveyance shall be delivered to the Board of Directors within ten days after the date of closing. Resales to unit owners need not have approval of the Board of Directors.

17. **CONDOMINIUM UNIT RESTRICTIONS**

- A. The interior of the condominium is the owner's private home in the same sense as though it was a separate and single dwelling. The owner is responsible for maintaining it.
- B. The only restrictions are those imposed by the Declaration of Condominium, the by-laws and these

Grounds and Building Rules. Each owner, members of his family, guests and his lessees should know the following limitations:

1. **NOISE AND DISTURBANCES**

- a. No resident shall make or permit any disturbing noise in the building nor permit anything to interfere with the rights, comfort, or convenience of other residents. Noise of all kinds shall be kept low enough so as not to disturb neighbors on the same floor, as well as the floor above or below. The rule of reason shall prevail.
- b. All flooring changes except interior carpeting must have prior Board approval. 6MM cork is no longer accepted or available. The Association requires that in place of cork, owners use soundproofing underlayment that meets or exceeds ANSI A118.13 sound control levels as an underlayment for all hard surface coverings such as tile, laminates, wood, etc. placed 1/8" to 1/4" from the baseboard. If necessary, other sound mitigating methods such as rugs or chair leg pads should also be used to alleviate noise transmission to the apartment below.

C. **UNIT BALCONIES**

1. All balcony changes/additions i.e. screens, shutters, tile, etc. must have prior board approval. The request should be directed to the Board of Directors through the management company in writing and include a sketch where appropriate. Specifications have been developed and copies are available through the Management Company upon request.

2. Tile or carpeting is not allowed on balconies. Placement, replacement, or removal of any betterments are at the owner's expense. Carpets, which cause premature rebar rusting, are specifically prohibited. (See also 8F).

D. FLOOR AND CEILING DRILLING

1. Drilling in the floor and ceiling concrete slab of any unit in D and E buildings is **STRICTLY PROHIBITED**, since damage to the post tension cables in these two buildings by contact with a drill may cause very expensive and potentially devastating damage to the building.
2. Failure to obey this rule will be deemed **gross negligence** by the owner and such owners will be liable for **ALL DAMAGES** that result in their and other units from drilling into the floor/ceiling of their unit. The unit owner is also liable for the mistakes of his/her contractor, not just his own.

18. **OCEAN HARBOUR POOL CLUBHOUSE AND MARINA CLUBHOUSE RULES**

- A. The Ocean Harbour pool clubhouse and Marina clubhouse are for the use of the owners, renters and their guests. The following rules are an attempt to maintain the integrity and purpose for which the clubhouses were built.
1. The clubhouses will be open daily from 8:00 a.m. to 4:00 p.m.
 2. The clubhouses may be used during the evening hours with the understanding that the premises must be vacated by 11:00 p.m. It must further be understood that the clubhouses and their amenities will be put back in order by 9:00 a.m. the following day. Unit owners are entitled to keys for the clubhouses and rest rooms, which

can be requested from the maintenance manager.

3. All persons using the clubhouses are responsible for keeping them clean and litter free.
4. Smoking is not permitted in either of the clubhouses.
5. No child under the age of 16 is permitted to be in the clubhouses at any time unless accompanied by an adult.
6. No child under the age of 15 is permitted to use the exercise equipment in the pool clubhouse or E building exercise room.
7. No one in wet clothing or bare feet is allowed. Shoes, shirts and/or cover-ups must be worn at all times. (Check for tar before entering the buildings from the beach).
8. Furniture must not be removed from the pool clubhouse unless signed out with the clubroom representative. Marina clubhouse furniture cannot be borrowed.
9. Pool furniture is not to be borrowed or moved to another location.
10. Stereo equipment is reserved for Ocean Harbour Association functions exclusively. Available for use in the pool clubhouse are: a radio and tape deck, TV, telephone, and exercise equipment. There is a TV and telephone in the Marina clubhouse.
11. Unit owners may have exclusive use of the pool or marina clubhouses on a first come, first serve basis for an occasion involving at least fifteen people by observing the following procedures.
 - a. Requests for reservations must be made in writing and in duplicate by the owner to the clubhouse representative.

- b. A refundable security deposit of \$100.00, payable to the Ocean Harbour General Fund must accompany the request.
 - c. If, after inspection, cleaning and/or repairs are required due to this usage, the security deposit will be used to defray the cost; otherwise, the \$100.00 will be returned. Any damage in excess of \$100.00 will be repaired at the unit owner's expense. The clubhouses must be returned to the original condition by 9:00 a.m. the following day.
 - d. When approval is granted, the clubhouse's representative will post a notice of the private use on the clubhouse bulletin board or entry door.
 - e. The premises must be vacated by 11:00 p.m. on the same day.
 - f. The clubhouses may be reserved for exclusive use by a unit owner only twice in a calendar year.
12. A renter may have the exclusive use of the facilities as described above, if the unit owner has signed the request.
13. Ocean Harbour Condominium and Board functions take precedence over all other functions. These activities, in so far as possible, will be announced in the fall for the ensuing year. The clubhouses may not be reserved for major holidays, nor may reservations for exclusive use be made more than two months in advance.

19. **DECLARATIONS OF CONDOMINIUM "15.4. THE ASSOCIATION MAY ASSESS A FINE FOR VIOLATION OF THE RULES AND REGULATIONS, RESTRICTIONS OF THIS DECLARATION, OR THE**

ARTICLES OR BY LAWS AGAINST ANY OWNER. OWNERS ARE RESPONSIBLE FOR COMPLIANCE BY ALL TENANTS, GUESTS AND LESSEES. THE FINE PROCEDURE SHALL BE IN ACCORDANCE WITH FLORIDA LAW.”

20. **NOTE: Nothing contained or implied herein shall be construed as a limitation on the condominium documents, nor as a restraint on the authority of the Board of Directors of Ocean Harbor Condominium Association.**