

# **Ocean Dunes of Hutchinson Island Condominium Association, Inc Grounds and Building Rules**

## **I. Purpose and Scope**

The Grounds and Building Rules contained herein are in compliance with the provisions of the Certificate of Incorporation, the Declaration of Condominium of the Ocean Dunes of Hutchinson Island Condominium Association, Inc, and as authorized under the provisions of Chapter 718 of the Florida Statutes (The Condominium Act). These rules are adopted for the purpose of ensuring that all owners may enjoy and be proud of the building and facilities under conditions which provide maximum comfort, convenience and safety.

## **II. Owners' Responsibilities**

Each owner or his properly authorized and approved lessee shall be responsible for the actions and conduct of his family members and for guests as they relate to compliance with the Declaration of Condominium and the Grounds and Building Rules of the Ocean Dunes of Hutchinson Island Condominium Association, Inc.

## **III. Guests and Visitors**

A guest is a person who is entertained by an owner or a member of his immediate family. When an owner is not present, guests may not in turn invite guests or visitors to use the facilities of the Condominium. An owner who is not in residence shall notify the Board of Directors in advance of the proposed occupancy of the condominium unit by any person other than the owner. The owner of the condominium unit shall make available to his guests a copy of the Grounds and Building Rules and apprise them of the importance of compliance with them.

## **IV. Use and Care of Public Areas**

**A.** All walkways, balconies 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.** Children shall not be permitted to play or loiter in the hallways, stairwells, elevator, walkways, driveways or parking areas.

**C.** No public areas shall be decorated or furnished by any individual owner or group of owners in any manner, except with the written approval of the Board of Directors.

**D.** All waste shall be tightly wrapped or bagged before depositing in the trash containers or trash chute. Garbage is not considered trash and should be disposed of in the garbage disposer.

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

## **V. Parking Spaces and Driveways**

**A.** There are no assigned parking spaces. Parking will be on a first come, first served basis.

**B.** Horns should not be used while parked or standing in parking areas. Racing engines or pound exhausts should be avoided.

**C.** Car washing by members only is permitted in the designated car washing area, provided that water conservation is practiced.

**D.** Parking lot spaces are not to be used for car storage. Cars left unattended in excess of 30 days without Board approval will be removed at owner's expense.

**E.** Parking is provided for automobiles only. No trailers, motor homes, commercial trucks, motorcycles or boats may be parked in the parking area without prior approval by the Board of Directors or management company.

## **VI. Elevator**

**A.** Smoking is not permitted in the elevator. Elevator service shall not be delayed by using the HOLD button.

**B.** In the event of power failure, elevator will return to the ground floor. Use elevator as little as possible during electrical storms. If at any time the elevator is not working and the alarm bell is ringing, call telephone numbers posted in the elevator. Do not rely on someone else to do it.

## **VII. Balconies, Windows and Doors**

**A.** No awnings, window guards, ventilation or air conditioning devices shall be placed on or about the common areas of the building, and no fixtures shall be placed on building walls.

**B.** Folding storm shutters which meet the minimum standards of the South Florida Building Code for hurricane protection and which also meet the uniform design and color standard as established by the Board of Directors must be installed by owners at their expense. Shutters must be serviced and in working order. Deviations from these

standards are not permitted. Approval shall be requested in writing from the Board of Directors.

**C.** Nothing shall be swept, poured, tossed or shaken off balconies or walkways, nor shall any dirt or refuse be swept or thrown from any portion of the condominium premises.

**D.** No laundry, bathing suits, towels, carpets, or any other items shall not be hung or displayed on railings, clotheslines or similar devices.

**E.** No sign, notice, advertisement (e.g. For Sale or For Rent) or donation request shall be inscribed or exposed on any vehicle, at any window, door or other part of the building, nor shall any object be projected out of any window or door.

**F.** Proper draperies, curtains, shades or blinds shall be hung at all windows and sliding glass doors, Newspapers, aluminum foil and sheets shall not be permitted.

#### **VIII. 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 and/ or pertinent city, county or state approval.

**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. Water heaters should be replaced after 10 years. Water must be turned off when a unit is unoccupied for any period of time.

**C.** The condominium is wired with coaxial cable for television and internet service, service which is not provided by the Association. 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 through the management company.

**E.** Cards that are 3" x 5" may be placed on a building bulletin board and will be removed periodically by the Board of Directors.

#### **IX. Roster of Owners and Occupants**

The Board of Directors shall maintain a roster of unit owners, their permanent legal addresses, E-mail addresses and telephone numbers, local and long distance.

#### **X. Swimming Pool and Pool Area**

**A.** The swimming pool facilities are restricted for use of owners or lessees and their registered overnight 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 pool area at any time.

**F.** No furniture or equipment shall be removed from the pool area by anyone at any time.

**G.** Children under 12 must be supervised by a parent while in the pool area. Violation of this rule will mean loss of swimming privileges. Parents shall accompany and are responsible for the safety and behavior of their children in the pool area.

**H.** No liability whatsoever is assumed by the Condominium Association for use of any facilities.

**I.** No one shall use the swimming pool at night after the pool lights go out.

**J.** No rafts or scuba tanks are permitted in the pool.

**K.** There shall be no ball playing, running, shouting or excessive noise in the pool area.

**L.** Furniture in the pool area shall be covered with a large towel before being used by persons having on lotions, oil or creams.

**M.** Everyone must shower before entering the pool.

**N.** There are no pool servants. Please leave chairs and umbrellas the way you found them.

#### **XI. Tennis Courts**

**A.** The tennis courts are for the exclusive use of property owners and their guests, and the lessees and their guests. The owners and lessees must accompany their guests at the tennis courts.

**B.** All players must wear proper tennis shoes.

**C.** Play is limited to one hour if others are waiting to play.

**D.** Food and beverages are not allowed on the courts.

## **XII. Assessments and Maintenance**

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. Assessments and installments thereof not paid when due shall bear interest from the due date at ten percent (10%) per annum. Maintenance charges shall be billed quarterly on January 1st, April 1st, July 1st and October 1st, payable in advance.

## **XIII. 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 Package:

1. A copy of the Declaration of Condominium;
2. A copy of the Articles of Incorporation of Ocean Dunes of Hutchinson Island Condominium Association, Inc.;
3. A copy of the approved operating budget for the current year, including the quarterly charges for maintenance for the condominium unit to be sold to the prospective buyer;
4. A copy of the Bylaws of Ocean Dunes of Hutchinson Island Condominium Association, Inc.;
5. A copy of the Grounds and Building Rules of Ocean Dunes of Hutchinson Island Condominium Association, Inc.

**B.** All of the above information shall be furnished to a prospective buyer prior to the execution of closing of the sale and 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.

**C.** The owner submitting an application for resale of a unit shall accompany said application with an application of membership in the Association questionnaire duly filled out and signed. No resale of a unit shall be made to any party other than an individual and/or his or her spouse. No resale to corporations, companies, partnerships, or other commercial or business organizations, or combinations of individual buyers shall be made.

**B.** There shall be a processing charge of \$150 for each application for resale by the selling owner payable by the seller to the Condominium Association. The processing charge shall accompany each application. A copy of each executed conveyance shall be delivered to the Board of Directors within ten (10) days after the date of closing.

## **XVI. Leases**

**A.** Leasing is restricted to a minimum period of 90 days and a total of 215 days in any 12 month period, subject to Board approval.

**B.** No condominium unit, or part thereof, shall be permitted by the owner or 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.

**D.** The lease of any condominium unit shall be approved by the Board of Directors. A unit owner submitting a request for approval to lease shall certify that the lessee has been provided a copy of the Grounds and Building Rules, that the lessee has read same, and has agreed to comply. There shall be a processing charge of \$150 for each application to lease a condominium unit payable by the owner to the Condominium Association. Payment shall accompany the lease application. The owner submitting an application to lease a unit shall also submit with application, the Association's lessee questionnaire duly filled out and signed. No unit may be leased to a corporation, company, partnership or any other business or commercial organization.

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

## **XV. Condominium Unit Restrictions**

The interior of the condominium unit is the owners' private home in the same sense as though it were a separate and single dwelling. The owner is responsible for maintaining it. The only restrictions are those imposed by the Declaration of Condominium, the

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

**A. Noise and Disturbances**

1. No resident shall make or permit any disturbing noise in the building nor permit anything to be done 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.

2. In order to minimize transmission of noise, at least one-half of the floor area of each unit shall be covered by rugs, carpets or other adequate soundproofing insulation.

3. Loud talk in hallways, elevators or balconies, or playing the television, radio, stereo or musical instruments loudly is not permitted. Entrance doors, interior doors and cabinet doors shall be closed with care to make the least possible noise. No installation, repair or maintenance work that requires hammering, drilling, sawing or other similar noise shall be permitted after 5:00pm or before 8:00am.

4. Construction or modification work on a unit, inside or outside, may take place only between 8:00am and 4:00pm during the season and never on weekends or holidays. The season period is defined as December 1st through April 30th.

**B. Dogs and Other Pets**

1. Pets shall be on a leash at all times while in the public areas and shall be walked off the grounds. Pets shall not be curbed in walkways, driveway, parking areas, in the shrubbery or other public areas.

2. Owners having pets shall assume full responsibility for any damage to personal property and common elements. Any conditional approval is subject to revocation and termination at any time by the Board of Directors upon determination that subject pet is either vicious or is annoying other owner-residents, or is otherwise a nuisance.

3. Lessees shall not be permitted to have pets. Guests and visitors of owners-residents shall not be permitted to bring any dog or other pets.

4. One (1) household pet shall be permitted per apartment. The size of pets of any kind shall be limited to 30 pounds or less.

5. Pets are not allowed near pool or pool area at any time.

6. Owners will be responsible for removing any mess their pets make while being walked on common grounds.

## **XVI. Security**

The security of the grounds, building and individual units is paramount to ensure the safety of owners and guests.

### **A. First Floor Entrances**

1. Residents using the elevator entry must make sure that the door lock is firmly engaged. Should it be necessary to utilize a doorstop to hold the door open, someone must remain in position to monitor entrants.
2. Residents using the north stairwell entry must make sure the door lock is secured and cannot be reopened from the outside.

### **B. Realtors and Contractors**

1. No Realtor or other agent may give the elevator entrance door code to any contractor or other person to gain access to any unit for service.
2. A Realtor or agent who assists an owner not in residence by admitting a contractor or other person to do maintenance or repairs must escort that person at Ocean Dunes to open the elevator entrance (retaining the code) or contact the condo office and request that a board member grant access.
3. Notice must be given to the condo office twenty-four (24) hours prior to admittance that a contractor or other person will be on the premises.

### **C. Parking Permits**

1. Owners will be issued permanent parking permits for two (2) vehicles which must be displayed according to instructions.
2. Overnight guests must be registered by the owner/lessee at the condo office to receive a guest parking permit. Vehicles without permits are subject to being towed off the premises.