



## THE OCEAN AT THE BLUFFS SOUTH CONDOMINIUM ASSOCIATION, INC.

### RULES AND REGULATIONS

**Failure to follow any of the Rules and Regulations set forth in this document may result in a fine and/or suspension of privileges.**

#### A. General

- 1A. A unit owner is responsible for the actions of family members, tenants and guests and should furnish and familiarize those individuals with the Association Rules and Regulations.
- 2A. A unit owner is responsible for updating contact information by notifying Property Management in a timely manner.
- 3A. All residents are considered to be monitors of the Rules and Regulations and should report any person who is in violation of the rules to Property Management.
- 4A. In the absence of the unit owner, any person who occupies an apartment must give Property Management a completed "guest application form" two (2) weeks prior to occupancy and certify in writing the relationship to the owner and length of stay. An occupant who is a tenant will be subject to an application fee of \$100.00, a security deposit of \$500.00 and a four (4) month minimum lease.
- 5A. An owner who leases a unit automatically relinquishes the right to use Association amenities as those privileges are construed to have been transferred to the tenant. This includes the use of parking spaces on a continuing basis as well as pool, tennis court and other recreation areas.

#### B. Common Areas

- 1B. Walkways, entrances, halls, corridors, stairways and elevators should not be obstructed or used for any purpose other than entrance and exit to and from a building or other parts of the property.
- 2B. Bicycles, scooters, baby carriages, skateboards, surfboards or similar vehicles, toys or other personal articles are not allowed to stand in the common or recreational areas.
- 3B. Bicycle riding, skateboarding and roller skating are prohibited on all walkways of the property.
- 4B. Radio or television aerial or antenna should not be attached to, or hung from, the exterior of the apartment, the roof or any other part of the common areas.
- 5B. Furniture or other articles may not be placed on the lawns.
- 6B. Damage to the common elements, the recreation areas or equipment of the Association caused by a unit owner, family member, guest or tenant will be repaired or replaced at the owner's expense.
- 7B. Food and beverages may not be prepared or consumed except in the apartment or other area designated by the Association Board. The covered areas adjacent to the pool building are approved for the preparation and consumption of food and beverages in non-breakable, non-glass containers. Food consumption is permitted outside the covered areas for Bluffs Ocean South community events. Individuals bring food or beverages to the designated areas are responsible for cleanup, including depositing of waste in dumpsters and recycling bins as appropriate. Food waste should be carried to the disposal areas at the buildings and not deposited in pool area containers.
- 8B. Barbecue grills are not permitted on the property including, but not limited to, balconies, catwalks or walkways.
- 9B. All garbage and refuse from the apartment should be deposited in designated garbage and recycling containers in accordance with Association Board instructions.
- 10B. Smoking is prohibited in the elevators and on building catwalks.

## C. Apartment Compliance and Safety

- 1C. The Association Board must retain a copy of all entry door keys to each apartment. If a key has not been provided by the owner and the Association Board or its representative s required to enter the apartment, the Association Board shall not be liable for replacement or for any damage resulting from breakage and is under no obligation to replace locks. Owner will be responsible for any locksmith or associated charges.
- 2C. An officer of the Association Board or an agent of the Board may access an apartment during reasonable hours to inspect, maintain, repair or replace any common element or to make emergency repairs necessary to prevent damage to the common elements or to another apartment. The following will represent reasonable notice to a unit owner: (a) notice will be posted on the unit front door, not less than 72 hours in advance of non-emergency access; (b) a telephone call will be placed to the number on file with the Association, not less than 72 hours in advance of non-emergency access; and (c) an email will be sent to the email address on file with the Association, not less than 72 hours in advance of non-emergency access. It is the Unit Owner's responsibility to update contact information and respond when contracted.
- 3C. Pets are not permitted in an apartment or on the property.

### **SECTION 1. – BACKGROUND**

Pursuant to the original Declarations of Condominium for all of the condominiums that are operated by The Ocean at the Bluffs South Condominium Association, Inc. (hereafter the "Association"), no Owner is permitted to keep an animal or pet in his/her Unit or on the Condominium Property (see Art. XII(E)) (hereafter the "no-pet policy").

Notwithstanding the no-pet policy, the Association has been required to make accommodations pursuant to the Fair Housing Act ("FHA"), but wishes to ensure that a Policy is in place for the handling of future requests for accommodations and the requirements that shall apply to those person(s) who have been granted an accommodation by the Association.

NOW, THEREFORE, the Association, by and through its Board of Directors, met on March 5, 2019 at a duly noticed Board Meeting to adopt the following Policy, which said Policy may be amended from time to time by the Board of Directors, and shall incorporate any pertinent statutes, as amended from time to time, or legally binding court decisions in the areas addressed by the herein Policy.

### **SECTION 2. – REQUEST FOR SERVICE / ASSISTANCE ANIMAL**

A Resident who needs a service / assistance animal may submit a written request for reasonable accommodation to the Association, by and through the Property Manager. The written request should include the following, at a minimum:

- 1) Reliable documentation of the Resident's disability and their disability-related need for an assistance animal. If the disability is not readily apparent or known, or the need for the service / assistance animal is not readily apparent, then the Resident must include a written letter from the Resident's treating medical provider stating that the Resident has a disability and that the service / assistance animal has been prescribed in order to alleviate certain limitations and afford the Resident with an equal opportunity to use and enjoy the dwelling.
- 2) The letter from the medical provider shall state whether he/she is prescribing a "service animal" or an "emotional support animal". If it is a "service animal", the letter shall describe the work or task(s) that the animal has been trained to perform.
- 3) The letter from the medical provider shall also reference all information pertaining to the service / assistance animal, including type of animal and physical description.

### **SECTION 3. – APPROVAL OF SERVICE / ASSISTANCE ANIMAL**

After receiving a written request and documentation as required by Section 2, from the Resident, the Board of Directors will hold a meeting and will consider the following:

- 1) Does the person seeking to use and live with the animal have a disability — *i.e.*, a physical or mental impairment that substantially limits one or more major life activities?
- 2) Does the person making the request have a disability-related need for an assistance animal? In other words, does the animal work, provide assistance, perform tasks or services for the benefit of a person with a disability, or provide emotional support that alleviates one or more of the identified symptoms or effects of a person's existing disability?

If the answer to questions (1) or (2) is "NO", then an accommodation will not be granted.

If the answer to questions (1) and (2) are "YES", then an accommodation to the no-pet policy will be granted.

Within ten (10) days of the meeting of the Board of Directors, the Association shall provide its decision in writing to the Resident.

### **SECTION 4. – CARE, HANDLING AND SUPERVISION**

The Resident who is approved for the accommodation must care for the service / assistance animal in a manner that complies with state and local laws, including anti-cruelty laws.

The Resident who is approved for the accommodation must ensure that the service / assistance animal does not pose a direct threat or nuisance to the community, dwelling unit, other residents or property of other residents. This generally means that while the animal is in common or limited common areas, it is on a leash, in a carrier or otherwise in the direct control of the Resident.

The service / assistance animal is expected to be well behaved when in the presence of others. If the service / assistance animal misbehaves, the Board of Directors (or authorized agent) may ask the Resident to remove the animal from the immediate area. Repeated improper behavior may result in the animal not being permitted in certain areas, until steps have been taken to stop the behavior.

### **SECTION 5. – GENERAL RULES**

The Resident who is approved for the accommodation, or any other person who has temporary control of the service / assistance animal, agrees to comply with these rules, and violation of these rules shall be grounds for the Association to pursue any remedies available under the governing documents or Florida law, as amended from time to time, and shall include possible removal of the service / assistance animal.

- A. On or before taking possession of the Unit or permitting the animal on the Premises, and on an annual basis thereafter, the Resident shall submit to the Association a Certificate from a veterinarian confirming the dog has received all required vaccinations, including but not limited to, the rabies vaccination. The Resident will obtain and submit proof of all required licenses and/or tags as required by law, statute, ordinance and/or rule.
- B. Service / assistance animals must be licensed if required by federal, state or local law. Residents must provide proof of licensing at time of registration and on an annual basis.

- C. No service / assistance animal may be left unattended outside of the Resident's unit or building (even if tied or tethered).
- D. Residents shall not alter their unit, balcony or hallway in any way as to create an enclosure for their service / assistance animal.
- E. Condominium units, patios, balconies and hallways must be kept clean and free of hair, feathers, seeds, droppings, urine, feces and odors at all times.
- F. Costs of extermination from fleas, ticks, or other animal related pests caused by a Resident's animal is the responsibility of such Resident.
- G. Residents shall not permit any disturbance by their animal that would interfere with other Resident's right to quiet enjoyment. This includes disturbances such as loud barking, howling, scratching, whining, loud chirping, yowling, screeching, or other such activities.
- H. The Resident shall be responsible for immediately picking up and discarding any waste material in a sealed bag or container.
- I. Whenever an animal is out of the condominium unit for any reason, such animal will be confined in some way (i.e., in a carrier, on a leash, or carried by the Resident) so that it does not become loose in the building or on the grounds. Recapture of a loose animal is the sole responsibility of the Resident.
- J. The Resident shall be responsible for any and all injury or damage caused by the animal to other persons, the Common Areas, or any other property owned or maintained by the Association or other owners.
- K. The Resident agrees that the accommodation shall automatically terminate upon the earlier of: (1) the end of the disability upon which the accommodation was based; (2) the Resident who was approved for the accommodation no longer owns or occupies the Unit; or (3) a violation of any of the conditions set forth herein.

#### **SECTION 6. – GENERAL TERMS/CONDITIONS**

- A. The Resident acknowledges and understands that any violation of this Agreement may result in fines, suspensions, removal of the pet, or any other remedy available under the governing documents or Florida law, as amended from time to time.
- B. The Resident hereby agrees to indemnify, defend, and hold the Association (and the Association's employees, management company, officers, directors and agents) harmless from and against any and all claims, actions, liabilities, damages, expenses, injuries, and/or obligations of any kind including, but not limited to, attorney's fees outside of litigation and at both the trial and appellate levels, arising from or related in any way to injuries to person(s) or damage to property caused by the service / assistance animal.
- C. Should legal action be required for any violation of this Policy, the prevailing party shall be entitled to receive from the opposing party, all of the prevailing party's reasonable attorneys' fees and costs, incurred prior to litigation and at both the trial and appellate levels.
- D. Any waiver or failure to enforce one of the provisions in this Policy by the Association shall not be deemed a waiver as to future obligations or other provisions herein. If any provision of this Policy is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect. In the event any

provision of this Policy is breached or violated in any part, the remaining provisions and covenants shall continue to be in full force and effect.

**BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTAND THE ABOVE POLICIES WITH REGARD TO MY SERVICE / ASSISTANCE ANIMAL AND THAT I AGREE TO BE LEGALLY BOUND BY THEM. DO NOT SIGN THIS DOCUMENT IF YOU HAVE NOT READ IT CAREFULLY AND HAD ALL QUESTIONS ANSWERED, AS THIS DOCUMENT IS A BINDING AGREEMENT AND MAY IMPACT A PORTION OF YOUR RIGHTS TO HAVE A SERVICE / ASSISTANCE ANIMAL ON ASSOCIATION PROPERTY.**

**INTENDING TO BE LEGALLY BOUND:**

\_\_\_\_\_  
**Resident's Name (Print Name)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Resident's Signature**

\_\_\_\_\_  
**Resident's Phone Number**

\_\_\_\_\_  
**Resident's Address**

- 4C. Unit owners above the first floor may only use hard surface floor covering, i.e., tile, wood, vinyl, etc., in approved areas consisting of Entry Hall, Kitchens, Adjacent Bar Area (extending in width up to the main bathroom threshold, but not to exceed 5 feet in length beyond the original bar area), Master Bedroom Vanity Area, and Utility/Laundry Room. All other carpeted areas originally installed in the apartment with the exception of any carpet which requires removal shall be replaced by carpet of substantially similar quality, weight and consistency. Tile in Kitchens, Hallways, Bathrooms, Bar Area, Vanity and Utility/Laundry Rooms shall only be installed pursuant to Board-approved specifications on file in the Condominium office. Units shall be subject to inspection upon transfer, rental or complaint of another owner.
- 5C. Unit owners must obtain, complete and submit a Unit Renovation Form for any work planned for the apartment in accordance with the specifications of the Form to insure compliance with condominium document specifications and vendor requirements.
- 6C. Apartment watching must be done by a company or individual that has the required license and Insurance and has been previously approved by Property Management.
- 7C. A unit owner, tenant or guest is permitted to move into or out of an apartment on Monday to Friday between the hours of 9AM and 5PM. Moving on Saturday or Sunday is not permitted. Arrangements to add padding in the elevators must be made with the Property Manager.
- 8C. Non-emergency apartment construction and repair work must take place between 8AM and 4:30PM Monday through Friday. Construction and repair work that creates excessive noise may not take place during the months of January, February and March.
- 9C. The exterior of the apartment and areas appurtenant to an apartment shall not be painted, decorated, or modified by any owner in any manner without prior written consent of the Association Board.
- 10C. All draperies, curtains, shades or other window or door coverings installed in an apartment that are visible from the exterior of the apartment or other parts of the property shall have either a white, off white, beige, or neutral colored backing. Natural and neutral wood toned shutters are allowed. No sign, notice or advertisement shall be placed on windows unless approved by the Association Board.
- 11C. No articles shall be hung or placed upon the doors, windows, walkways or balconies of the units or placed upon the outside window sills or railings of the units, limited common areas, common areas or recreation areas. Exceptions to this rule are (a) holiday wreaths may be placed on the unit door as

- appropriate and (b) residents may submit a request to Property Management to hang a registered Medical-Alert lockbox on the door to be used by medical emergency services.
- 12C. A unit owner, tenant or guest are not permitted to make any noise that will disturb or annoy the occupants of any apartment or do or permit anything to be done which will interfere with the rights, comfort or convenience of other residents.
  - 13C. A unit owner must keep the apartment in a good state of preservation and cleanliness and should not sweep or throw or permit to be swept or thrown from the doors, windows or balconies any dirt or other substance.
  - 14C. Approved hurricane shutters are required to be installed on the two sliding glass doors located on the lake side of the units. The Association Board has the authority to enforce this rule by all legal means, which includes, but are not limited to, the imposition of fines for non-compliance, withholding approval of leases and transfers and instituting court proceedings to require compliance with this rule. The Association Board also has the authority to arrange for shutter installation and to assess the unit owner for all costs of the shutters and installation.
  - 15C. Awnings, shutters, light reflective materials, window tinting, ventilators, window fans, air conditioning devices or the like cannot be used in or about the apartment without the prior written approval of the Association Board.
  - 16C. A unit owner who plans to leave an apartment unoccupied for more than twenty-four (24) hours should adhere to the following protocol: (a) set air conditioning at the appropriate temperature; (b) unplug appliances that are not required to function during the absence; and (c) shut off the main water valve at the source then test at the faucet to confirm that water is fully shut off.
  - 17C. In addition to the protocol set forth in Rule 16C above, a unit owner who plans to leave an apartment unoccupied for any length of time during the hurricane season (June 1 through November 30) must prepare the apartment prior to departure by designating a responsible firm or individual to care for the apartment in the event that the apartment suffers hurricane damage. All items must be cleared from both balconies prior to the owner's
  - 18C. Water lines connected to toilets, sinks, showers, bathtubs or other water apparatus in the apartment, common elements or recreation areas shall not be used for any purpose other than intended. Misuse includes, but is not limited to, connecting hoses to faucets, flushing inappropriate objects in toilets and pouring grease down drains. Any damage resulting from misuse of any water lines shall be paid for by the owner responsible for the damage.
  - 19C. A unit owner or occupants of an apartment should not request any employee or agent of the Association to do any private business related to an apartment during Association-paid hours.
  - 20C. A unit owner is not permitted to bring into the apartment any flammable oils or fluids such as gasoline, kerosene, naphtha, benzene, or liquid petroleum or other explosives or articles deemed hazardous to life, limb or property.

#### **D. Vehicles and Parking**

**A vehicle owner who violates a regulation set forth in this section will receive written notification that must be addressed at the Property Management Office on the next business day. Failure to correct the violation will result in towing of the vehicle at the owner's expense.**

- 1D. Unit owners have one assigned space and one guest parking space for their personal use.
- 2D. Pick-up trucks, motorcycles, windowless vans, trailers, boats and RVs are not permitted.
- 3D. Vehicles must be parked front to curb (not backed in).
- 4D. Unit owners are required to have a blue Bluffs Ocean South identification sticker properly affixed and displayed on the upper corner of the driver's side front windshield.
- 5D. Renters are required to have a red Bluffs Ocean South identification sticker properly affixed and displayed on the upper corner of driver's side front windshield.

- 6D. Unit owners and renters are required to notify Property Management when guests or visitors are staying overnight and obtain a green guest parking pass for their vehicle. Guest passes must be displayed on either the rear view mirror post or dashboard while the vehicle is on the premises.
- 7D. Day guests are required to display a yellow guest parking pass on the dashboard of their vehicle. One day guest parking pass is assigned to each unit.
- 8D. Unit owners or renters who are using a rental car must register that car with Property Management.
- 9D. Vehicles parked on the premises are required to have the license plate and current tags displayed.
- 10D. Vehicles parked in another resident's assigned space will be considered in violation of our parking regulations.
- 11D. Parking is not permitted under the porticos. Loading, unloading and standing of vehicles under the porticos is limited to fifteen minutes, is restricted to vehicles with valid condominium parking stickers and shall be in such a manner as not to interfere with mail delivery or essential property services. Commercial and non-resident vehicles are not permitted to park, stand, load or unload under the porticos. No vehicles are permitted to be cleaned or repaired under the porticos.
- 12D. A unit owner planning to store a vehicle for over one month must provide Property Management with the name of a resident at the Association who will be responsible for the vehicle and its maintenance.
- 13D. Unit owners using any storage cover must have permission in writing from Property Management and must furnish the above mentioned responsible party's name as well as proof of current valid license tag. No tenant, guest or visitor may use vehicle storage covers.
- 14D. Property Management is permitted to check under any storage cover to verify current license tag and parking permit.
- 15D. Any vehicle storage cover that is damaged or not properly secured will be removed and disposed of if corrective action is not taken within 24 hours.
- 16D. No sports equipment, personal articles, business equipment, storage pods or commercial advertisements may be placed on the exterior of any parked vehicle.
- 17D. The hose at the garbage area may be used to wash the exterior of a vehicle. Vehicle interiors may not be cleaned or detailed on the property.
- 18D. A unit owner or tenant is not permitted to assemble or disassemble motor vehicles on the property except to change a tire or battery in an emergency.
- 19D. Each unit owner shall be required to clean his parking spaces of any oil or other fluid discharged by his motor vehicle.

### **E. Recreational Areas – Pool and Tennis**

**Recreational areas are solely for the use of unit owners, their family members, invited guest and registered tenants. Use of the recreational facilities is at the risk of individuals using the facilities. Regulations governing the use of the recreation areas, including permitted hours, guest rules, safety provisions and all other pertinent matters will be posted in the recreation**

- 1E. Use of the tennis court is intended for tennis only. Hitting golf balls, hockey playing, roller blading, skate boarding or similar activities are not permitted.
  - 2E. Except for water, no food or drink is permitted in the tennis court area.
  - 3E. Children under 14 years of age must be supervised by an adult while playing.
- \*\*\*\*\*
- 4E. The swimming pool and patio areas are for use by the residents and their guests.
  - 5E. Pool hours are from dawn to dusk.
  - 6E. There is no lifeguard on duty – swim at your own risk.

- 7E. Shower before entering pool.
- 8E. Pool furniture cannot be reserved or removed for personal use.
- 9E. All chairs or chaises must be covered with a towel while in use.
- 10E. Umbrellas must be closed after use and chairs returned to original locations.
- 11E. Children under 14 years of age must be accompanied by an adult.
- 12E. Jumping or diving into the pool is strictly forbidden due to the shallow depth of the water.
- 13E. Audio devices are to be used only with personal headphones.
  
- 14E. Toys or large floatation devices are not permitted in the pool.
- 15E. Running, ball playing or other disruptive activity is not permitted in the pool area.
- 16E. Glass containers are not allowed in the pool or patio areas.
- 17E. Food is not allowed in the pool area but is allowed in the covered areas adjacent to the pool.
- 18E. Infants and toddlers must wear swim diapers with rubberized diaper covers at all times.
- 19E. In the event of an emergency, please call 911 from your mobile telephone or proceed to the nearest elevator and call 911 from the elevator telephone.
- 20E. Smoking is prohibited in the pool and patio areas.

\*\*\*\*\*

- 21E. The lake is not an area for recreation – no swimming, boating or wading is permitted.

**These Rules and Regulations may be modified, added to, or repealed, in whole or in part at any time by the Association Board of Directors, provided that notice of the proposed modifications, additions or deletions is provided to each member of the Association at least thirty (30) days before the proposed modification addition, or deletion becomes effective.**

**By resolution of the Board of Directors of the Ocean Bluffs South Condominium Association, Inc.**

**As approved by the Board of Directors of the Bluffs Ocean South  
April 15, 2019**