



## ***RULES AND REGULATIONS***

Updated: 2025

These Rules and Regulations (“Rules”) are meant to supplement the controlling documents of OHV, such as the Declaration of Condominium. Where any provision(s) in the Rules may differ from or conflict with that of the Declaration of Condominium, the Declaration provision(s) shall control.

The Rules hereinafter shall apply to and be binding upon all Unit Owners and their guests. The Unit Owners shall always obey the said Rules and shall use their best efforts to see that they are observed by the families, guests, invitees, and lessees.

Violation of these Rules may subject the violator to any and all remedies available to the Association and other Unit Owners pursuant to the terms of the Declaration of Condominium, the Articles of Incorporation, the Bylaws of the Association, and the Condominium Act. Violations may be remedied by the Association by injunction or other legal means and the Association shall be entitled to recover in said actions all court costs incurred by it, together with reasonable attorney fees.

*The Rules are subject to change by the Board of Directors pursuant to the governing documents. These Rules are designed to make living for all Unit Owners pleasant and comfortable. The restrictions imposed are for the mutual benefit of all.*

## 1. PROCEDURE REGARDING VIOLATIONS

- a. The alleged violation should be reported to the Board of Directors, the Officers of the Association, or to any designee thereof.
- b. The violator will be notified of the violation by the Board of Directors.
- c. Disputes concerning violations will be presented to and be decided by the Board of Directors who will take appropriate action.

## 2. FACILITIES

- a. The facilities of the condominium are for the exclusive use of Unit Owners, their approved lessees, and guests accompanied by the Unit Owner. Any damage to the buildings, recreational facilities or other Common Elements or equipment caused by any Unit Owners, lessees, or guests shall be repaired at the expense of the Unit Owners.

## 3. UNIT MAINTENANCE

- a. Unit Owners are responsible for having their hot water heaters and HVAC systems serviced on a regular basis. The Office can provide access to your unit with written permission in your absence.
- b. TWICE a year (June/December) the Association will have all lanais inspected for proper/failed caulking and sealing. A report will be sent to the Unit Owner(s) of any concerns that need to be addressed to bring their lanai into compliance to prevent damage to other Units or the Association property.
- c. Windows and doors should be caulked and sealed to prevent any water seepage.
- d. If it is determined damage was caused to Association property or another Unit Owner's property due to neglect of maintenance by a Unit Owner, the offending Unit Owner may be personally liable to pay for damages.

## 4. NOISE

- a. Unless expressly permitted in writing by the Association no floor covering shall be installed in the unit without proper sound abatement as per the governing documents.
- b. Contractors may work from 9am – 5pm Monday through Friday. Permission to work outside these designated times may be granted by the Board of Directors.

## 5. OBSTRUCTIONS

- a. Sidewalks, entrances, driveways, handicap ramps in garages, passageways, foyers, courts, elevators, stairways, corridors, halls, and all Common Element areas shall be kept open and shall not be obstructed in any manner. No sign, notice or advertisement shall be permitted on or at any window or from any part of the building. No radio or television aerial or antenna shall be attached to or hung from the exterior of the Condominium or placed on the roof.

- b. No items may be attached to the Common Element walls without approval from the Board of Directors.

## 6. CHILDREN

- a. For the safety of all, young children should not play in elevators, foyers, corridors, stairways, or lobbies. Reasonable supervision must be exercised by a responsible adult when young children are playing on the grounds.
- b. Young children are not permitted in the pool, spas, or sauna without proper adult supervision.

## 7. DESTRUCTION OF PROPERTY

- a. Neither Unit Owners, their lessees, nor guests shall deface, mark, destroy or engrave any part of the buildings or Common Elements. Unit Owners shall be financially responsible for any such damage.

## 8. EXTERIOR APPEARANCE

- a. The exterior of the Condominium and all other areas appurtenant to the Condominium shall not be painted, decorated, or modified by a Unit Owner in any manner without prior consent of the Board of Directors or the ARB. Consent may be withheld on purely aesthetic grounds within the sole discretion of the Board of Directors or the ARB.
- b. Awnings, storm shutters, ventilators, light reflective material, fans, air conditioners, window guards shall not be used in or around the Condominium except as shall have been approved by the Board of Directors or the ARB. Approval may be withheld based solely on aesthetic grounds. All approved shutters must be uniform in appearance.
- c. Installation of drapes or curtains visible from the exterior of the unit should be white or off-white.
- d. Rugs, mats, and a reasonable number of plants placed outside a unit are the responsibility of the Unit Owner. These areas must be cleaned and maintained so as not to cause damage to the flooring. It is not the responsibility of Association employees to clean these areas or water plants for Unit Owners.
- e. Unit Owners must place a protective barrier under ALL plants to prevent staining of the floors.

## 9. CLEANLINESS

- a. All garbage and refuse from the Condominium shall be deposited with care in the garbage containers intended for such purposes.
- b. All large boxes must be broken down prior to disposing of them in the trash or recycling receptacles.

- c. Large items such as furniture, mattresses, TVs, may not be disposed of on Association grounds. The Unit Owner is responsible for calling FCC Environmental Services for a special “bulk item” pick up.
- d. All refuse, waste, bottles, cans, etc. shall be securely wrapped in plastic bags and deposited in the trash chutes in a container not exceeding the width of the chute.
- e. Dog waste bags must be deposited into one of three waste stations on the property. Do not throw them in bushes or in the grass!

## 10. LANAIS

- a. No objects shall be hung from terraces or windowsills. No cloth, clothing, rags, or mops shall be hung open or shaken from windows, doors, or lanais.
- b. Tile may not be installed on lanais without express permission from the Board of Directors. Carpeting may not be installed on lanais.
- c. No cooking on gas, butane, or charcoal grills shall be permitted.
- d. Propane heaters are not permitted.
- e. Electric grills are permitted on lanais only.
- f. Unit Owners shall not allow any items to be thrown or fall from windows, doors, or lanais.
- g. Preventative and ongoing maintenance is the responsibility of the Unit Owner. This includes but is not limited to cleaning, painting, repairing cracks, sealing and caulking. This includes the ceiling, walls, where the wall and floor meet, railings, doors, windows, and floors.

## 11. STORAGE AREAS

- a. Unit Owners shall not place any hazardous material in the storage areas or garages. This includes any hazardous fire items subject to insect or animal infestation or spoilage.
- b. A reasonable effort must be made to store all personal items in Unit Owner cages.
- c. Bikes should be stored in your cage or on a bike rack.
- d. Unit Owners are responsible for maintaining the cleanliness of their cages notifying the Office of any concerns.

## 12. ENTRY INTO UNITS

- a. The Board reserves the right to enter any Unit in case of an emergency originating in or threatening the Unit, regardless of whether the Unit Owner is present at the time of such an emergency. The Board of Directors, or any person authorized by the Board of Directors, or the management firm shall have the right to enter such a dwelling for the purpose of remedying or abating the situation.
- b. The Association will access each Unit once a year to check all fire suppression and audible alarm systems. The Unit Owner does not need to be present when this inspection occurs, and proper notice will be given to Unit Owners.

### 13. BICYCLES and KAYAKS

- a. Bicycles must be placed on racks or in storage cages.
- b. Due to space constraints, each Unit is permitted to store no more than 2 kayaks in the kayak rooms. If you have more than two kayaks, you need to store them in your cage, Unit, or purchase a personal rack for your parking space.
- c. Kayaks should be stored in one of the four kayak rooms. Kayak racks can be purchased to be placed in the Unit Owner's parking space for additional storage at the Unit Owner's expense.
- d. Batteries must be removed from electric bikes when storing them for an extended period.
- e. The Association reserves the right to ask a Unit Owner to move their kayak if it obstructs any common areas.
- f. Kayak rooms are for ACTIVE kayakers – they are not to be used for long-term storage. If you do not use your kayak, your kayak may be relocated to your parking space.
- g. The Association is not responsible for lost, damaged or stolen property left in the garages or on the property.

### 14. SMOKING

- a. No smoking is permitted in the common areas. This includes elevators, parking garages, pool area, spa areas, gym, clubhouse, foyers, and corridors.
- b. Smoking is permitted on the Unit Owner's lanais or the sunset deck near the kayak launch but please be courteous to your fellow neighbors.

### 15. PLUMBING

- a. Water closets and other plumbing shall not be used for any other purposes than those for which they are constructed.
- b. No foreign objects shall be deposited into the plumbing system.
- c. The cost of damage resulting from misuse of the plumbing system shall be borne by the Unit Owner causing the damage.
- d. Unit Owners are encouraged to have their hot water heater serviced yearly and replaced every 10 years.
- e. Unit Owners are responsible for notifying the Office of the installation date on their water heater.

### 16. ROOF

- a. No one is permitted on the roof.
- b. The roof hatches are kept locked. If you need access to the roof, please notify the Office in advance. Roof keys are not available after 2pm.
- c. Any contractor needing access to the roof needs to submit a certificate of insurance to the Office prior to having access.

## 17. SOLICITATION

- a. There shall be no solicitation by any person anywhere in the building for any cause, charity, or for any purpose whatsoever, unless authorized by the Board of Directors.

## 18. EMPLOYEES

- a. Employees of the Association and employees of the management firm shall not be sent off property by any Unit Owner, other than the Board of Directors, for any purpose. No Unit Owner, other than the Board of Directors, or resident shall direct, supervise or attempt to assert any control over the employees of the Association and/or management firm.
- b. Association employees are not permitted to do work for Unit Owners while on Association time.

## 19. COMMERCIAL PROHIBITION

- a. No unit may be occupied or used for any commercial or business purpose. This rule does not apply to owners or residents who work remotely.

## 20. HURRICANE PREPAREDNESS

- a. Each Unit Owner is responsible for securing their unit for the hurricane season.
- b. All furniture, potted plants, or other moveable items MUST be removed from the lanai.
- c. All lanais and outside entrances will be inspected once prior to a named storm for furniture, plants, projectiles, etc.
- d. Association employees are not responsible for removing items from lanais or inspecting Units after hurricanes.
- e. A responsible firm or individual should be hired by the Unit Owner to care for their Unit during their absence in the event the Unit should suffer hurricane, water and/or wind damage. Contact the Office for referrals.
- f. A reasonable attempt must be made to remove ALL electric golf cart batteries or relocate the cart off property within 48 hours of a named storm.
- g. All electric cars AND electric bikes must be removed from garages within 48 hours of a named storm.
- h. ANY damage done to Association or another owner's property due to Unit Owner negligence, will be the financial obligation of the responsible party.

## 21. GOLF CARTS and GARAGE OUTLETS

- a. Electric and gas-powered golf carts are permitted **with Board approval**.
- b. A dedicated outlet is in parking space 35 in the North garage for charging golf carts and electric bikes. Please be considerate of others when using this charging station.

- e. For safety reasons, no glass – ever!
- f. Be considerate of the units that face the pool – sound travels especially at night!