

**CERTIFICATE OF AMENDMENT
TO THE RULES AND REGULATIONS
OF OCEAN DUNES, A CONDOMINIUM**

WHEREAS, the Declaration of Condominium for OCEAN DUNES, a Condominium, has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Records Book 3684 at Page 1062, as amended from time to time; and the Rules and Regulations appearing as Exhibit E to the Declaration at Official Records Book 3684 at Page 1127, et. seq., and

WHEREAS, pursuant to the provisions of Article III (2) (a) of the Articles of Incorporation and Article 5 (j) (iv) of the By-Laws, entitled Powers of Association, the original Rules and Regulations were voted by a majority of the Board of Directors to be deleted and terminated and by a second vote of the Board of Directors, the original Rules and Regulations were replaced with the attached new set of Rules and Regulations which were presented to and approved by a majority of the Board of Directors at a properly noticed meeting on December 10, 2025.

NOW, THEREFORE, undersigned hereby certify that the amendments to the Rules and Regulations, attached hereto as Exhibit A, are true and correct copies of the amendments adopted by the Board of Directors.

WITNESS our signatures hereto this 26th day of January, 2026, at Highland Beach, Palm Beach County, Florida.

OCEAN DUNES CONDOMINIUM
ASSOCIATION, INC.

By: [Signature]
LARRY COHEN, President

Attest: [Signature]
SUSAN DENNER, Secretary

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

Sworn to and subscribed before me the undersigned authority, by means of physical presence appeared Larry Cohen and Susan Denner who are personally known to me or who produced DL DL as identification, and who are known to me to be the President and Secretary of OCEAN DUNES CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, respectively and who acknowledged before me that they did, as such officers, execute the foregoing Certificate of Amendment and that the execution of said Certificate is the act and deed of said corporation, and that the same was executed for the purposes therein expressed. They did (did not) take an oath.

IN WITNESS WHEREOF, I have hereunto set my hand and seal in the County and State last aforesaid this 26th day of January, 2026.

[Signature]
Notary Public – State of Florida

My Commission Expires:

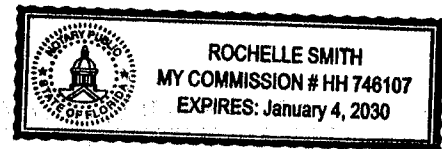


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OCEAN DUNES CONDOMINIUM - RULES AND REGULATIONS

The Board of Directors, in conjunction with the Manager and Legal Counsel, shall draft all forms and applications to be used in the operation of the Association. Said forms shall be in compliance with these Rules and Regulations.

RESALES AND RENTALS

Screening

After the Application has been processed, the offeror must meet with a member of the board or their designate, during which the offeror will be interviewed. The Screening may be done in person or by Zoom. During the interview, the offeror must state that he/she has read the Declaration of Condominium and the Rules and Regulations and agrees to comply with same if approval of the transaction is granted by the Board.

Board Action

Within thirty (30) days after receipt of the executed, completed, Application form and notice, and following receipt of such supplemental information as may be required by the Board, and following the interview, the Board will either consent to the proposed transaction specified in the notice, or exercise its right of first refusal (in the event such demand has been made), or deny the transaction.

Corporations

In no event may any unit be sold or leased to a corporation or other business entity or a revocable or irrevocable trust that is not owned or controlled by or benefits a single-family unit.

Leasing

No Lease will be approved which has a term of less than three (3) months nor more than twelve (12) months. The lease of any unit more than once in a twelve-month period will not be approved except in the event of the death or serious illness of the lessee, resulting in the cancellation of the lease. No approval will be granted for an assignment or sublease. No Lease will be approved during the first year of a unit owner's ownership of the subject condominium unit (measured twelve (12) months from the date on which he/she took title. No lease will be approved unless the lessor furnishes the Board with adequate proof of sufficient liability insurance and gives written assurance to the Board to hold the Association harmless.

Occupancy by Lessor

During the entire term of a lease, no lessor (nor any person designated by him) may use or occupy the unit or any part of the common element. The Board may, in its sole discretion, waive this requirement in exceptional circumstances.

Multiple Occupants - Guests

A lessee may not have a guest occupying the unit when he/she is not in residence unless the guest is a member of his immediate family. No lease to multiple occupants, other than single family, will be approved. Family shall be defined as including the spouse, domestic partner, parent, child, stepchild or grandparent or sibling of the tenant or the tenant's spouse or domestic partner. Lessees will not be permitted to have more than four (4) unrelated guests. A permanent guest is defined as a person residing in a unit for more than thirty (30) days and shall require an application to reside in the unit and approval by the Association.

Delinquencies in Payment

No request for approval of a transaction involving any unit will be approved if the unit owner is delinquent in any payment due to the Association.

Existence of Other Violations

No request for approval of a transaction involving any unit will be approved if any violations exist with respect to the unit.

Payment of Current Assessments

Whenever there is a transaction for which approval is required from the Association, maintenance fees must be paid in full for the payment period in which the transaction takes place.

GUEST OCCUPANCY

Compliance with Rules

Every guest shall comply with the Condominium Documents (herein, the Declaration of Condominium, By-Laws, Articles of Incorporation and Rules and Regulations). The Board reserves the right to enforce the provisions of the Condominium Documents and Rules and Regulations against any unit owner whose guest is in violation.

Limitation on the Length of Stay

There shall be no limit on the length of stay by guests when the unit owner is present and in residence.

When the unit owner is not present, owner's family members are not limited as to the length of stay. However, when the unit owner is not present, non-family guests may only stay two (2) weeks

Limitation of Number of Guests

The Board reserves the right to limit the number of guests each unit owner may have when not in residence and the number of guests who may use the recreational facilities or other common areas at any one time to eight (8) individuals.

Registration of Guests

If the unit owner is not going to be present when guests are visiting, the owner shall register all guests with the Association and provide the Association with such information as it may require (i.e. name of guest(s); date of arrival; duration of stay, emergency contact information). Said registration shall occur prior to permitting a guest or guests to reside therein.

Even if the unit owner is going to be present, visits that continue past seven (7) days require the unit owner to register his or her guests with the Association.

CRIMINAL BACKGROUND CHECKS

In order to protect the health, safety and welfare of the owners and tenants of Ocean Dunes, the Board of Directors has determined that a background investigation shall be conducted on each individual over the age of eighteen (18) years seeking to occupy a unit or a current resident who reaches the age of eighteen (18) years, to determine whether said individual has been convicted of any crime as defined and described below and if so, to determine whether the civil rights of said individual have been restored by the convicting governmental agency.

The purposes of implementing the following Rule and policy do not include an intent to profile or restrict individuals on the basis of race, religion, age, or gender.

Individuals with a local, state, or federal record of felony conviction(s) for which civil rights have not been restored may not be approved to reside in or occupy a unit in Ocean Dues after such conviction if the individual has:

- 1) A felony conviction, as designated by local, state or federal law, within three (3) years of the date of application to occupy a unit which violated any ordinance or state or federal statute, prohibiting theft, fraud or violence directed at a person or property, or
- 2) Multiple convictions of any felony as such is designated by local, state or federal law or a repeat of the same felony conviction within five (5) years of the date of application to occupy a unit, whether or not said conviction pertains to theft, fraud or violence directed at a person or property, or
- 3) Any conviction for a felony at any time prior to the date of application to occupy a unit for a violation of any local, state or federal law, prohibiting the manufacture or distribution of a controlled substance as defined therein, or
- 4) Any conviction for a felony at any time for violation of any local, state or federal law in which the victim is a minor, or
- 5) Any conviction for a felony at any time which conviction results in the mandatory registration of the individual as a sex offender

In addition to denying occupancy to any individual applying for approval who meets the criteria set forth above, any individual who currently occupies a unit and who is convicted of any of the above-described felonies during said occupancy shall permanently leave the unit and Association property within 30 days of said conviction.

AGE RESTRICTION

No child under the age of 12 may use the recreational facilities, be in the lobby or garage unless accompanied by an adult responsible for the child's actions.

UNIT USE

Units shall have Single Family Use Only

Each unit shall be occupied only by a single family, its servants and guests, as a residence and for no other purpose. Single Family is defined to include the spouse, domestic partner, parent, child, stepchild or grandparent or sibling of the owner or the owner's spouse or domestic partner.

No unit may be used for any business or commercial purpose, except for those conducted solely online via the internet.

BALCONIES

No bathing suits, towels, clothing, plants, or any other items may be hung from any balcony.

No person may cause or permit material of any kind to fall or be thrown from any balcony or window.

No grilling of food is permitted on balconies or in the deck common area, other than at activities sponsored by the Association.

No hosing down the balcony is permitted on any floor.

Only white ceiling fans are permitted on balconies.

Only lights approved for minimal sea turtle nesting impact are permitted. myfwc.com/media/18511/seaturtle-lightingguidelines.pdf

PASSAGEWAYS

Do not obstruct or encumber any sidewalk, entranceway, elevator, passageway, vestibule, or other portions of the common area for any purpose. Such obstructions or encumbrances include, but are not limited to, any article of furniture, carriage, bicycle, wagon, shopping cart, bench, cleaning device, umbrella, umbrella stand, flowerpot or plant (artificial or otherwise). These are fire hazards.

CLEANLINESS

Each unit owner is responsible for keeping their unit in a good state of preservation and cleanliness. Hoarding is not permitted.

EXTERIOR APPEARANCE

Changes to the Exterior of the Building

No unit owner shall cause any improvements or changes to be made on the exterior of the unit, including painting or other decorations, or the installation of electric wiring or air conditioning unit which may protrude through the walls of the unit or in any manner change the appearance of any portion of the exterior of the unit.

Approval will not be granted for the installment of any exterior Satellite Dishes or Radio Antenna except as permitted or required by Federal or State law.

Hurricane Protection

Each hurricane shutter for any window or balcony must be approved by the Board in writing prior to installation and must conform to approved design and color presently installed. Once installed, the owner is responsible for the maintenance of the shutters and damage that may be caused by the faulty installation. If an owner whose unit currently has impact windows also wants to install shutters, compliance with local laws and Association approved design and color is required.

Balcony Screening

Enclosing or screening the entire balcony is not permissible.

Door Knockers

Small door knockers are allowed on the front and rear doors of the units.

PERSONAL PROPERTY

Each unit owner must store their personal property within their unit or storage cage. The area of a parking space in front of the vehicle cannot be used for storage. Stairwells shall not be used for storage. Bicycles that are operable and in good condition shall only be stored on the bike racks in the garage. No personal property of any kind, nor packages delivered to a unit owner, tenant or guest or to be picked up for shipping or mailing shall be stored or kept in the common elements, manager's office, front door desk, nor be left with the manager or any

employee or Board Member or kept in any location other than inside an owner's unit. The Association shall not be responsible for loss, theft of or damage to such personal property or packages.

MOVING (IN OR OUT) AND DELIVERY PROCEDURES

Use of Elevator Requires 10 Days' Notice

Each move or delivery that requires the use of the service elevator must be registered with the office at least 10 days prior to such move or delivery. Movers and delivery staff must be instructed by Association personnel on the proper method for operation of the elevator and the elevator doors before the move commences. The unit owner will be held accountable for any damage to the common elements resulting from the move or delivery, whether caused by the mover or delivery staff or the unit owner.

Loading Elevator

Each unit owner must notify his/her mover and delivery staff that there is only one service elevator and that it cannot be used exclusively for moving without periodic release for use by other unit owners. One complete elevator load must be placed in front of the elevator doors and the cab loaded at one time. When unloading, the full load must be placed outside the elevator doors before moving it to the unit. The elevator shall be released immediately upon unloading.

Permissible Hours for Moving

Moving and deliveries are only permitted during the hours between 9AM and 5PM and will not be permitted on Saturdays, Sundays, or legal holidays.

Security Deposit

Each unit owner shall pay a \$500.00 deposit before moving in or out of his/her unit to cover any damage to the common elements which occur during the move. This deposit, less the cost of such repair of damage will be refunded at the conclusion of the move and completion of an inspection by the Manager. Prior to any move, the mover shall supply a valid and current certificate of insurance with Ocean Dunes Condominium Association listed as additional insured.

FLAMMABLE MATERIALS

No flammable, explosive, or chemical substances shall be stored in any unit (except as required for normal household use), common area, nor placed in the trash chute. No fireworks shall be stored on the premises nor in a motor vehicle.

REPORTING CONDITIONS REQUIRING ATTENTION

Please report to the Manager any common area or common element condition requiring repair or replacement.

RECREATIONAL FACILITIES

Each person using any recreational facility does so at his/her own risk.

No person other than a unit owner of record, or his/her renter or guest, may use any recreational facility unless authorized in advance in writing by the Board.

No person shall play games in any area other than those areas designated for recreational purposes.

Private parties may be held in the card room and/or bar area subject to the following rules.

Any unit owner expecting in excess of six (6) guest motor vehicles needing to be parked during a party shall require the hiring of a valet or the guests shall find off-site parking. The unit owner having such party shall apply for approval of excess parking at least seven (7) days prior to the event. Such approval may be denied in the total discretion of the Board. This regulation shall also apply to parties being held within any unit that creates an excess parking issue.

Two weeks prior to any party date the unit owner or tenant must give notice of such party to the Manager and request the use of the card room and/or bar area. The unit owner or a tenant must complete the party room reservation form and post a security deposit of \$500.00, which will be refunded less the cost of damage, repair and/or janitorial services.

Decorations or supplies may not be brought to the card room and/or bar area earlier than the day before the party.

The owner or tenant is responsible for restoring the card room or bar area to proper condition not later than one day following the party. Failure to do so will be treated as authority for the Association to order the necessary clean-up of the card room and/or bar area and the cost of which will be deducted from the above security deposit.

The Bar area includes the restrooms.

The Manager or designated representative of the Board of Directors shall request and require termination of said party if excess noise, disturbances, rowdiness or drunkenness take place or if damage to property occurs or appears probable.

A party is a gathering of persons for social, family or community celebrations. An activity may not be called "a party" so as to disguise the use of the condominium premises for the business purposes.

During the high occupancy period (November 15 through April 15) of the year, the Board reserves the right to restrict the use of the card room to unit owners and tenants.

The hours during which the recreational facilities may be used are as follows:

Pool	8AM - Dusk
Card Room	9AM - 12AM
Sauna	8AM - 10PM

FOOD AND BEVERAGES

No unit owner shall consume food or beverages (other than water) in any common area other than those designated (card room, bar area, pool deck). Unit owners, tenants and guests using any designated area for this purpose must leave it in a clean and orderly condition.

BARBECUES AND OUTSIDE COOKING

Cooking on any unit balcony is prohibited.

No person may barbecue on Condominium Property except in the designed barbecue area.

BUILDING ACCESS FROM POOL AND BEACH

Owners, tenants and guests wearing swimming or beach attire shall exit the building to the pool and beach only through the locker area. Prior to returning to the building, all owners, tenants and guests shall rinse off all sand and remove tar and their clothes must be dry. Access to the Building from the pool and beach shall be through the locker area only and access through the gym is prohibited.

SWIMMING POOL AREA

Each person going to or from pool must wear shoes and cover-up apparel over swim attire.

Swim attire does not include cut-off jeans and T-shirts.

Persons going to and from pool in swim attire shall use the service elevator.

Each person who uses the pool does so at their own risk.

Diving is prohibited.

Pool hours are from 8 AM to dusk.

Children under the age of 5 years must use appropriate swim diapers.

Each person under 12 years of age must be accompanied by an adult while in the pool area

All chairs and lounges shall be cleaned of suntan lotion and returned to their original position after use.

Each person using the pool area shall deposit all trash in the trash receptacles provided.

No unit owner, tenant or guest shall:

Use the pool without first showering and removing all sand, tar and tanning lotions from their bodies.

use rafts, plastic toys, balls, etc. which disturb other swimmers.

Run or play ball in the pool area. Pushing and horseplay are forbidden.

Bring glassware of any kind to the pool area. Plastic containers are permitted.

Reserve the pool or lounge chair or remove any furniture from the immediate pool area.

ATTIRE

Except in an emergency, no improperly attired person shall appear in any common area. For example, a person is improperly attired when:

Barefoot, except on the pool deck

Not wearing a shirt/top

Wearing sleeping attire; such as pajamas

Wearing a bathing suit without cover-up apparel outside the pool area.

THE BEACH

According to the Palm Beach County Property Appraiser's Office, the beach sand and vegetation in front of the building is private Ocean Dunes property.

Beach chairs/chaises must be returned by the people using them to the designated area by the dunes.

Barbecues and fires on the beach are prohibited by the Town.

Beach tar and sand **MUST** be removed on leaving the beach and before entering the pool areas.

There is a shower and water faucet at the bottom of the beach entrance stairway. Following use, the water shall be turned off.

No boats of any kind shall be allowed on that part of the beach maintained or owned by the Association as common area.

No privately owned deck or beach chairs, umbrellas or pool equipment shall be left or stored on the beach or at the pool areas. Such equipment shall be stored in the owner's unit or in the owner's storage locker. Any items not so removed at the end of the day may be confiscated.

BEHAVIOR/NUISANCES (NOISE, REPAIRS, INSTALLATION, ETC.)

No immoral, improper, offensive or unlawful use shall be made of any unit or of the common elements, or of the limited common elements, nor any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the Association shall be observed. No owner of any unit shall permit or suffer anything to be done or kept in the unit or on the common elements or on the limited common elements which will increase the rate of insurance on the condominium or which will substantially and unreasonably obstruct or interfere with the rights of other owners or occupants or guests of other units or annoy them by unreasonable noises, or smells, nor shall any such owner undertake any use or practice which shall create and constitute a nuisance to any other owner of a unit or which interferes with the peaceful possession and enjoyment and proper use of any unit or the common elements or the limited common elements.

No unit owner may play, or allow the playing of, any musical instrument, phonograph, television set, radio, computer or laptop, sound amplifier, or other sound equipment, in such a manner that it disturbs or annoys other unit owners.

No unit owner (nor their tradesmen) may make, or allow to be made, any noisy repair or installation between the hours of 5 PM and 9 AM Monday through Friday, nor at all on Saturday, Sunday and holidays, except for emergency repairs.

TRASH, GARBAGE AND RECYCLING DISPOSAL

Use of Unit Garbage Disposal

The garbage disposal in each kitchen unit shall only be used within its operating capacity to dispose of food waste. Note: Placing food waste in the trash chute, even when bagged, not only creates very unpleasant odors but also creates pest control problems and health hazards.

Disposal of Plastic, Metal Cans, Magazines & Newspapers

State Recycle Regulations require cans, bottles, and magazines and newspapers be placed in separate containers for disposal.

All bottles and cans must be rinsed before disposal.

Items required to be recycled shall not be placed in the trash chute.

Items required to be recycled shall be taken to the dumpster area in the garage and placed in the separate disposal containers (yellow for paper, blue for glass and plastic). No plastic trash bags should be placed in these bins.

Disposal of Large Items

No unit owner may place anything in the trash chute that is large enough to cause clogging. Large bags or cartons must be brought to the main level trash room and placed in the dumpster. Cartons must be flattened. See below information regarding option for Bulk Pick-Up by the Town of Highland Beach.

Disposal of Trash and Garbage

All garbage and refuse must be securely wrapped in plastic bags or secure containers before being dropped into trash chutes. No unit owner may leave any box, bag, trash, or garbage on the floor or in hallways, areas outside apartment doors, or next to trash chutes.

Cartons From Moving

A unit owner moving in or shipping his household goods is required to reimburse the Association for any extra fees charged by the sanitation company for removing extra cartons or packing papers which have accumulated in the main level trash room or dumpster due to a move.

FURNITURE AND LARGE ITEM DISPOSAL POLICY

Prohibited Disposal:

No furniture, appliances, or other large household items shall be discarded on Condominium Property. This includes common areas, dumpster enclosures, or near recycling bins.

Proper Disposal Requirements:

Residents are responsible for the appropriate removal of such items using one of the following options:

Donation to a charitable organization.

Town of Highland Beach Bulk Pick-Up Service, available for items no more than 6 feet in length.

Pick-up Day: Mondays only.

To Arrange Pick-Up: Call 561-278-4548.

Placement: Items shall be placed outside the garage gate near the dumpster pick-up area, no earlier than the night before collection.

Alternative Options:

Residents may also use other authorized private disposal services at their own expense.

SOLICITATIONS

No person may make solicitations anywhere in or about the Condominium property for any cause, charity or commercial purpose.

SIGNS

No unit owner may exhibit, inscribe, paint, or affix any sign, advertisement, notice or other lettering on any part of his unit (interior or exterior) that is visible from the outside of his unit.

No person may exhibit, inscribe, paint or affix any sign, advertisement, notice or other lettering on any part of the Condominium property. This provision shall not be applied against the right of unit owners to assemble and hold meetings in accordance with the provisions of the Condominium Act, Chapter 718, Florida Statutes, as amended from time to time.

No person may post any notice on any Condominium bulletin board unless authorized to do so by the Board. This provision shall not be applied against the right of unit owners to assemble and hold meetings in accordance with the provisions of The Florida Condominium Act, Chapter 718 Florida Statutes, as amended from time to time.

DOMESTIC EMPLOYEES

No domestic employee of any unit owner or tenant may gather, loiter, or lounge within or upon any recreational facility or common area.

Any damage done by a domestic employee will be the responsibility of the unit owner or tenant who employs him/her.

Each unit owner or tenant who has a domestic employee must file the name, address and emergency contact information of said employee with the Office.

DELIVERIES

Association Not Responsible

The Association is not responsible for the theft, conversion, disappearance, loss or damage of any item received from, or for, any unit owner or tenant or guest, even though such theft, conversion, disappearance, loss or damage may occur through the negligence or willful act of the employees of the Association or of Management.

Notice of Delivery

Each unit owner or tenant or guest who expects the arrival of delivery or repair personnel (other than U.S. Postal Services, United Parcel Service, or emergency personnel) must so notify the Office and must instruct such personnel to report to the office upon arrival. Except for moving vans and furniture delivery trucks, each delivery or repair person must park in a location directed by security.

Large/Heavy Deliveries

Large and heavy deliveries will be placed at the back door of the unit.

HURRICANE/TROPICAL STORM PREPARATION

Each unit owner who plans to be absent during Hurricane Season, defined to be June 1st through November 30th or any part thereof, shall, prior to departure:

Properly secure all hurricane shutters, if installed

Remove all furniture, plants, and other objects from each balcony that are not protected by hurricane shutters

Designate a responsible firm or person to care for their unit should it suffer hurricane damage and furnish the Manager with the name of the designated firm or person

Leave a key to the unit with the Manager of the Association.

Failure to Comply

Each unit owner who fails to comply with Hurricane Season preparations shall be responsible for any damage done to the property of other unit owners or to the common areas and is responsible for any damage repair or costs caused by the need to have a locksmith rekey the lock to enter the unit in the absence of the owner.

ACCESS TO UNIT BY ASSOCIATION

Keys

Access to all units and the requirement to provide a key to each unit is set forth in articles 9.8 and 9.9 of the Declaration of Condominium and Chapter 718, Florida Statutes, as amended from time to time. A duplicate set of door keys shall be deposited with the Manager to facilitate entrance to the unit in case of emergency or rescue.

PARKING

General Regulations

All vehicles shall be parked entirely within the assigned parking spaces marked on the Common Elements and shall not obstruct or reduce access to adjacent spaces or the roadway.

Unit owners, members of their families, guests, tenants, employees and vendors shall comply with all traffic and parking regulations as posted on the Condominium Property and contained in these Rules and Regulations.

Unit owners, tenants, family members, guests and vendors shall not park in the parking spaces assigned to other owners without the other owner's prior written permission.

Each unit owner or renter must park his motor vehicle "head-in" within the boundary lines of his designated, numbered parking space.

Each guest or employee must park his motor vehicle "head in" in the outdoor parking area.

There shall be no storage of a unit owner's personal property or any hazardous or flammable materials in any parking space.

Each assigned parking space is appurtenant to a particular unit and may not be transferred unless:

Title to that unit is also transferred; or

Agreed to by the two unit owners wishing to exchange spaces. Such agreement must be executed in recordable form by both unit owners and the Association. The Association shall approve the transaction of the unit owners.

Each unit owner may only have two (2) vehicles permanently parked on the Condominium Property. Said vehicles shall be registered in the name of the unit owner(s) or shall be a short term rental.

In the event of a dispute over parking space usage, the Board shall have the authority to reassign non-deeded parking spaces.

No junk or derelict or abandoned vehicle shall be parked on the Condominium Property at any time. Any motor vehicle that cannot be operated in its existing condition because the parts necessary for operation, such as, but not limited to, tires, wheels, windshield, engine, drive train, driver's seat, steering wheel or column, gas or brake pedals, are removed, damaged or destroyed, or has a deteriorated body condition, or any vehicle that has an expired registration or license tag shall be deemed to be a junk or derelict or abandoned vehicle. Vehicle will be subject to being towed at the owner's expense.

Permitted Vehicle Types

Parking spaces are designated only for the parking of approved passenger motor vehicles. For the purpose of this paragraph, a private passenger motor vehicle means any motor vehicle originally designed and manufactured by the passenger car division of the manufacturer to be used principally for carrying passengers. It must have windows completely around the body interior.

No boat, boat trailer, truck, camper, mobile home (RV), motorcycle, bus, minibus, limousine, taxi cabs, U-haul/Rental trucks or any other vehicle used for commercial or business, occupational or professional purposes shall be parked or stored on the Condominium Property except for service vehicles. Limousines, taxi cabs, uber or such commercial vehicles and minibuses are permitted to enter the property only for pickup and return of passengers. Vehicles used for business, occupational or professional purposes shall be defined as those carrying ladders or equipment or having tool containers attached to the vehicle or have signage attached to or painted on such vehicle advertising a business.

Repairs to Motor Vehicles

Except for minor emergency repairs, the repair of vehicles, including the painting thereof, is not permitted at any time on the common elements or in any assigned parking space. The intentional draining of any motor vehicle fluids is prohibited.

Residents will be charged a cleanup fee for any oil or other vehicle fluid leak. Residents will be responsible and will be charged for their guest's oil or other vehicle fluid leak.

Registration and Tags:

No vehicle shall remain on the Condominium Property unless it has current and valid state registration tags and plates.

It is the responsibility of a unit owner or tenant to immediately inform the Association at any time the license plate number assigned by the Florida Department of Motor Vehicle or other State of issuance has changed.

Guest Parking:

Guests shall only park in spaces not designated as Owner/Resident parking.

Service vehicles, deliveries, employees and guests shall not park in spaces designated as Owner/Resident parking.

Vendor/Contractor/Deliveries:

Contractors and vendors are only permitted on the condominium property to provide repair or maintenance services to a unit. Contractors or vendors shall only park in guest parking spaces. All contractors and vendors shall depart the condominium property prior to 5:00 p.m., Monday through Thursday and until 4:00 p.m. on Friday. No contractors or vendors are permitted on the condominium property on Saturdays and Sundays unless called for emergency repairs. The vehicle of any contractor or vendor violating this provision shall be subject to immediate towing at owner's expense. The violating unit owner may also be subject to a fine per occurrence.

Delivery trucks and commercial vehicles shall be permitted entry onto the condominium property only between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday and must depart the condominium property no later than 5:00 p.m. Food, flower and medical supplies and medication deliveries may be made after 5:30 p.m. Monday through Sunday. Emergency vehicles are permitted at any time.

In addition to the violations listed above, the following shall result in the vehicle being subject to immediate towing, subject to compliance with the provisions of Section 715.07, F.S.:

Parking in Fire Lane

Parking in area marked "No Parking"

No display of License Plate

Using a Temp Tag that is Altered/Non-Assigned Tag

Vehicles must have a valid permit, expired permits are prohibited

Blocking Dumpster

Parking on and/or along the curb

Lobby Parking Areas- Long Term Parking

North Lobby Parking- Long term use: Any Ocean Dunes Resident intending to park a vehicle for more than two (2) consecutive weeks shall use the designated long-term parking spaces in the north lobby parking area. Please consult with management to confirm.

West Lobby Parking- Short-Term Only: The West Lobby parking area is strictly reserved for short term, defined as parking a vehicle for less than two (2) consecutive weeks, everyday use by owners and residents. The West Lobby Parking operates on a first-come, first-served basis. Long-term parking is not permitted in this area.

Unit owners whose residents and/or guests violate these parking regulations shall be held liable for any damages to the Condominium Property caused directly or indirectly by the violation to include the cost of enforcement which shall also include legal costs incurred by the Association to enforce these Parking Rules and Regulations.

MOTORCYCLES AND MOPEDS

No person may operate a motorcycle on condominium property. Vehicles defined under Florida law as scooters or electric bikes are permitted. Charging the battery of a scooter or electric bike is prohibited on the Condominium Property.

CAR WASHING

No person may wash a motor vehicle on Condominium property other than a motor vehicle registered in the name of a unit owner of record or their renter.

No person other than a unit owner of record or a tenant may wash or polish a motor vehicle or hire any person to wash or polish a motor vehicle, on Condominium property. The unit owner/renter is responsible for any damage to any common area.

If a person is hired to wash or polish a motor vehicle, they must:

- Register with the Office before beginning work
- Indicate whose motor vehicle(s) will be washed or polished
- Park their own motor vehicle in a guest parking spot

They must not:

- Solicit additional business from other unit owners while on Condominium property
- Make an unseemly display of cloths, rags, or other equipment used in their work
- Loiter, congregate, eat, or engage in any other activity that is not directly related to the washing or polishing process
- Power wash any vehicle

No person may wash a motor vehicle on Condominium property at a location other than that assigned for that purpose and must leave the designated area in a clean and orderly fashion. All polishing shall be done in the designated parking space of the unit owner.

No vehicles may be washed or polished on Condominium property between the hours of 7 PM and 9 AM.

WHEELED VEHICLES

No unit owner may use or allow the use of, any wheeled vehicle (including but not limited to any bicycle, carriage, shopping cart, skate or skateboard) in a manner that would interfere with vehicular or pedestrian traffic on condominium property or which would disturb, annoy or otherwise create a nuisance to other unit owners.

Luggage and shopping carts are available for the convenience of residents. Residents shall return carts to their proper place when finished with their use. **DO NOT LEAVE CARTS IN THE ELEVATORS OR HALLWAYS.**

PETS, SERVICE AND EMOTIONAL SUPPORT ANIMALS

Pets-no pets are permitted on the Condominium Property.

Service Animals/Emotional Support-Medical Need Animals

The obligation of the Ocean Dunes Condominium Association, Inc., to comply with all provisions of both the Federal Fair Housing Act and the Florida Fair Housing Act, as amended from time to time, is acknowledged by the Association.

As such, the Association hereby establishes that it shall permit a reasonable accommodation to any owner, tenant or guest to maintain a Service Animal, an Emotional Support Animal or a Medical Need Animal.

Service Animal-No proof of the need for a unit owner, tenant or guest to have a Service Animal in the Ocean Dunes Condominium, as such is defined by the law, shall be required for those whose disabilities are readily apparent. For those whose need for a Service Animal for a disability that is not readily apparent, proof in the form of a letter from a licensed medical provider simply describing the disability and the completion of training for which the Service Animal is needed, shall be sufficient to permit the Service Animal in the Ocean Dunes Condominium.

Emotional Support or Medical Need Animal- The Association shall provide to any unit owner, tenant or guest requesting accommodation to maintain an Emotional Support or Medical Need Animal an application package setting forth the information needed to identify the animal to serve as an Emotional Support or Medical Need Animal, to confirm its inoculations, current County tag and identification through a photograph.

All applicants shall provide correspondence from their medical treating physician or health care provider establishing the patient is actually being treated or has been treated, the diagnosis of a disability, a description of the disability for which the animal is needed, how the presence of the animal alleviates the symptoms of the disability and any other information required under Federal or Florida law.

In the event more than one Emotional Support, Medical Need Animal is required for one unit owner, tenant or guest, the health care providers correspondence shall explain and establish the need for more than one animal.

No fee shall be charged by the Association for any reasonable accommodation.

Regulation of service and emotional support animals

Owners or guests of service and emotional support animals shall not permit any animal to create a nuisance, become a danger or become a risk to any resident, guest or vendor. A nuisance is defined to include, but is not limited to, biting, nipping, rushing any person, excessive barking, whining, scratching on doors or windows, jumping on people or furniture, in elevators, lobbies and hallways, excessive noxious odors which are offensive to any reasonable person.

Litter boxes shall be kept inside the units and shall not be placed on any balcony, patio or in any other outdoor area. Litter shall be securely bagged prior to disposal. Litter shall NOT be flushed down any toilet or drainpipe.

Service and emotional support animals shall be fed indoors and no food shall be placed nor shall be permitted to remain on any balcony, patio, hallways or on the common elements.

In the event maintaining a service or emotional support animal results in an infestation of fleas, ticks or other pests, the owner shall be responsible to eliminate said infestation and pay all costs and expenses incurred in said pest removal treatment from the common elements.

"Service animal or emotional support animal owner" shall be defined to include (a) the owner in owner-occupied units and (b) the tenants and the owner in non-owner-occupied units. The unit owner shall be jointly responsible for violations and expenses related to his or her unit, even if the violation was caused by a tenant or guest.

The following regulations shall be complied with by every unit owner or tenant who applies to receive written approval to maintain a pet:

A current and clear photo of the service or emotional support animal shall be kept on file with the Association.

Prior to an owner or tenant maintaining a service or emotional support animal, proof of the issuance of a valid, current Palm Beach County tag shall be provided.

Prior to an owner or tenant maintaining a service or emotional support animal, proof of current and valid rabies inoculations shall be provided. All service and emotional support animals shall receive annual renewal of said rabies inoculations.

Owners shall comply with all City and County leash or restraint regulations by having their dog or cat on a leash or in a transport cage or stroller at all times outside their unit in the common elements.

Owners and tenants shall walk their animal on the south side of the Ocean Dunes Property only and shall pick up and properly dispose of all excrement left by the animal.

In addition to the above-described fine, the owners of any service or emotional support animal shall reimburse the Association all expenses for repairs or replacement of damaged common elements or Association property reasonably incurred as a result of the violation of the provisions contained here.

OWNER PARTICIPATION AT MEETINGS

Unit owners intending to speak at Board or Members Meetings on "non-agenda" subjects shall sign the Speaker List prior to the commencement of the meeting for in person meetings and shall request inclusion on the list during zoom meetings. Failure to do so will result in the unit owner not being recognized or permitted to speak. Speakers on non-agenda subjects will be recognized at the end of the Agenda.

Unit owners may speak on any subject, whether on an Agenda item or not, for a maximum of 2 minutes.

The Board shall recognize members who wish to speak on Agenda subjects after the members of the Board have completed their discussion and prior to a vote on the Agenda item.

Owners may speak only once on each item, whether on the Agenda or not.

Owners shall not yell or raise their voice, curse, use obscene or foul language, make personal or disparaging remarks or make personal statements or disparaging remarks or name calling about or directed at any Board member, the Manager, Attorney or employee or another Owner. Owners who disrupt a Meeting in violation of these rules shall be removed from the Meeting.

Meetings may be tape recorded and videotaped by Owners per the provisions of Chapter 718, Florida Statutes, as amended from time to time. Such recording and taping shall not be disruptive of the meeting. Videos of the meeting shall not be permitted to be uploaded to social media platforms nor distributed to non-unit owners.

Meetings conducted via video conferencing shall be recorded by the Association. Such recording shall become an official record and shall be uploaded to the Association's website and shall remain uploaded for no less than one year.

RECORDS REQUESTS

All requests for record inspection shall be made in writing and mailed or emailed to the Association office. Requests shall be legible and specific as to the record to be inspected.

All record inspections shall take place at the Association office during its normal business hours.

No Association record shall be removed from the Association office or the location designated by the Manager or Board member for the inspection to take place.

No marks, notes or changes shall be made to any Association record.

Unit owners are limited in their requests to Association records that actually exist in the normal course of business and in compliance with Chapter 718, Florida Statutes, as amended from time to time. The Association shall not be required to produce or create non-existing records nor shall the Association be required to compile information not already existing in record form at the time of the request.

Unit owners are limited in their record inspection to 8 hours per month.

Record inspections shall only be made by unit owners or their authorized representative. Unit owners shall provide written notification of the name, address and telephone number of any authorized representative prior to any inspection of records.

Unit owners are restricted to 2 record requests per month.

Requests for copies of Association records shall be responded to during the inspection if the request is for less than 25 copies. Requests involving in excess of 25 copies shall be sent to an outside vendor within 24 hours of the request. Notice of completion of the outside copying shall be given to the Owner within 24 hours of receipt of notification of same by the outside vendor. If acceptable to the requesting Owner, the requested documents can be sent electronically to the Owner via email. Such transfer shall take place within 72 hours of the request.

A fee of \$0.25 per copy shall be charged to the Owner requesting copies made in house. The Owner shall pay the full cost charged by any outside vendor, including any delivery charge, if applicable. Payment in full must be made prior to delivery of the copies to the Owner. The cost of any unpaid copy charges shall be added to the requesting Owner's Association account. A fee of \$20.00 per hour or any fraction thereof over an initial thirty (30) minutes shall be charged for labor supplied in gathering and retrieving records.

Unit owners inspecting records shall not make any noise nor interfere, disrupt or talk to the Manager or employees except to ask for copies to be made.

Inspections shall consist of reviewing actual existing records and shall not consist of asking the Manager or any employee questions about the content of the records nor shall the Owner disrupt the operation of the Association office or the conduct of Association business. Such interruptions shall result in cancellation of the record review.

Records designated in Section 718.111 (12), Florida Statutes, as amended from time to time, as being prohibited for distribution shall not be provided to any Owner.

A unit owner requesting to review records and documents required to be maintained on the Association's website pursuant to Section 718.111 (12) (g), Florida Statutes, shall be referred to the website and no in person inspection or copies of said records shall be provided by the Association.

COMPLAINTS

Unit Owner complaints

If a unit owner wishes to submit a complaint, he/she shall submit it in writing and sign and date it. If the complaint deals with an emergency situation, the unit owner shall submit it to the Manager for resolution. The Association shall investigate all complaints and shall provide a written response to the individual filing the complaint. In the event of any emergency outside the scope of Association responsibilities, the unit owner shall call 911.

Tenant Complaints

Tenants must communicate all complaints directly to the owners of the units they lease. Unit owners shall then advise Manager in writing of such complaints for attempted resolution.

MAINTENANCE CHECKLIST & RISK PREVENTION GUIDELINES

To prevent damage to units and common elements unit owners shall comply with the following regulations:

Water Heater Inspection & Replacement

Periodically, have all water heaters inspected by a licensed plumber for signs of rust or deterioration. Any water heater more than ten (10) years old shall be replaced regardless of its exterior condition. Replacement and associated costs are the responsibility of the unit owner.

Kitchen and Bathroom Hoses:

All sink and toilet hoses shall be inspected regularly for cracks, wear, or aging. Replace as necessary to prevent leaks or failures.

Refrigerator Water Line:

Inspect refrigerator water supply line periodically for signs of wear. Replacement of the water line shall only be installed or serviced by qualified professionals.

Extended Absences — Water Shut-Off:

Absences in excess of three (3) days shall require shut off of the main water valve to prevent potential water damage from a hose or valve failure.

Washing Machine & Dishwasher Hoses:

Regularly check all hoses on washing machines and dishwashers for signs of wear. Stainless steel braided hoses or manufacturer-approved alternatives are required for washing machines and dishwashers.

Appliance Use While Away:

Do not operate the dishwasher or washing machine or clothes dryer while absent from the unit as unattended operation increases the risk of water damage or fire.

Water Leak Emergency Response:

Upon detection of any water leak immediately shut off the main water valve which is located in the unit's laundry room above the water heater.

Air Conditioning Drain Line Maintenance:

The A/C drain line shall be cleaned every 6 months to prevent clogs. Use approved algae tablets to help maintain proper drainage and avoid overflow.

A/C Replacement Protocol:

When replacing your air conditioner, the supply and return hoses for the water lines shall be replaced with new hoses, regardless of the condition or age of the existing ones. A list of approved hoses shall be maintained by the Manager.

Dryer Vent Safety:

The dryer vent line (between the wall and dryer) shall be cleaned periodically to prevent lint buildup and to reduce fire risk.

Fire Safety System Awareness:

Each unit is equipped with fire sprinklers and is monitored by the building's fire alarm system. In the event of a fire, do not use the elevator. Use the stairwell accessible through the unit's back door.

Fire Alarm Protocol:

If the building's automated fire announcement is triggered, do not assume it is a false alarm. Always respond with caution and follow emergency procedures

ABSENCE FROM UNIT RULES/MOLD PREVENTION

To maintain the unit and prevent any damaging condition, all unit owners, whether residing in their units or not, must take the following actions on an as needed basis:

Ventilate their unit, especially bathrooms and kitchens, through the constant use of air conditioning and exhaust fans.

Clean all filters.

Ensure that all heating, ventilation, and air conditioning ducts are open and that no such vent is blocked by furniture or window treatments.

Inspect all caulking, weatherproofing, and seals on faucets, drains, tubs, and showers on an annual basis and hire qualified professionals to repair and maintain same to prevent the flow of water, air, and moisture through the weatherproofing and caulking.

Empty, clean, and dry refrigerator, air conditioning, and dehumidifier drip pans and filters as frequently as needed to prevent an overflow of water and moisture.

Maintain the unit temperature at seventy-eight degrees (78 F) or lower at all times through the constant use of the air conditioning, even when there is no occupant in the unit.

The following steps are required to be taken when a unit is unoccupied for three (3) days or longer:

Remove all garbage and perishables from the unit.

Turn off ice maker.

Run garbage disposal to clear drain.

In addition to the above list of requirements, prior to leaving a unit unoccupied for thirty (30) days or longer, each unit owner shall:

Remove all items from balcony.

Notify the Association of the intended absence, in writing or by email, of its estimated duration and an address, telephone numbers and email addresses, of the whereabouts of the unit owner and also an emergency contact name and telephone number.

Leaks, mold, excessive moisture:

Upon discovery of any mold, leak, excessive moisture, whether the source of which is known or unknown, damaged pipes, conduits, inoperable appliances, toilets, or water heaters, every unit owner shall:

Report the leak to the Association via telephone and in writing and provide access to Association personnel to inspect the damage.

Immediately engage a qualified, licensed and insured company to repair the cause of the damage, remediate any mold, and mitigate any further damage to the unit, other units, and the common elements.

Take all steps necessary to stop further damage and prevent the growth and spread of mold.

Within 24 hours of the discovery of the failure of the heating/air conditioning system to operate, engage a qualified, licensed and insured company to repair same.

Pursuant to the Florida Condominium Act, Chapter 718, Florida Statutes, the laws of the State of Florida, the Declaration of Condominium, and these Rules and Regulations, any owner whose unit is the origination of the cause of damage to any Association property or common elements or to any other unit resulting from the failure of the owner to comply with these Rules or from the operation, maintenance, or installation of any item, fixture, appliance, equipment, or portion of their unit is strictly liable to the Association for the cost of repair or replacement of the common elements, Association property, or any unit component for which the Association is responsible to insure, maintain, repair, or replace and also responsible to the owner of any other unit damaged for the cost of repair and replacement of the damage without regard to the negligence or fault of the owner from whose unit the cause of the damage originated, including, but not limited to, any attorney's fees and costs incurred.

CONSTRUCTION, REMODELING AND RENOVATION OF UNITS

Working Hours & Schedule

Work shall only be permitted during the following schedule:

Monday through Thursday: 9:00 a.m. to 5:00 p.m.

Friday: 9:00 a.m. - 4:00 p.m.

No Work Permitted On: Weekends, National Holidays, or when the Town of Highland Beach City Hall and Building Department is closed.

All workers and trucks shall exit the property and parking area by the designated end time each workday.

General Guidelines

1. Renovation, Remodeling, Improvement and Repair of units shall only take place only as follows: Emergency repairs or replacements are exceptions to this schedule

The following work is permitted only from April 15 to November 15:

- Construction that requires permit.
- Removal of Tile and wood floorings
- Installation of tile and wood flooring
- Drywall Modification
- Popcorn removal
- Full Bathroom remodeling
- Full Kitchen remodeling
- Crown Molding and baseboard removal and installation.
- Doors and trims
- Electrical associated with remodeling
- Plumbing associated with remodeling.
- Painting with oil base that require safety protection to prevent solvent smell.

The following work and repairs are permitted at any time during the year:

- Emergency repairs
- Repairs associated with flooding and mold remediation.
- Painting
- Kitchen doors and drawer replacement, but not kitchen bases
- Vanity doors and drawer replacement, but not vanity bases
- Closet shelf installations
- Water heater repair or replacement
- Air Conditioning repair or replacement
- Appliance repair or replacement.
- Electrical repair that does not require permit
- Plumbing repair that does not require permit
- Polishing floors
- Window treatment installation or repair
- Sliding Door screens that are mounted on frame. Mounted on concrete ceiling or concrete floor is not permitted.
- Vertical blind or curtain installation

2. Required Documents (Shall Submit Prior to Starting Work):

Copy of valid Town of Highland Beach building permit(s)

Contractor's and sub-contractor's valid and current State, County & City occupational licenses

Contractor's and sub-contractor's Proof of Insurance including General Liability, Workers' Comp, and Vehicle

General Liability Insurance Certificate naming Ocean Dunes Condominium Association, Inc. as an additional insured

Coverage minimums: \$1,000,000 per occurrence / \$2,000,000 aggregate

- List of all contractor's employees on-site
- List of all sub-contractors and their employees on-site
- The certificate of insurance shall include Ocean Dunes Condominium Association Inc.
3015 South Ocean Blvd. Highland Beach, FL 33487, as additional insured
- 3. Common Area Protection:
 - Hallways and garage floors (from service elevator to ramp) shall be covered during debris removal. Other common areas shall also be protected from damage by contractors.
- 4. Clean-Up Requirements:
 - All covered areas shall be swept and cleaned daily.
 - Protective covering shall be removed by Friday 4:00 p.m.
- 5. Debris & Material Handling:
 - Debris loading/unloading shall take place at the garage gate area
 - Tile and small debris shall be bagged in heavy-duty garbage bags and disposed of lawfully.
 - All materials, supplies and equipment shall be delivered and staged at the garage gate
- 6. Parking:
 - All contractor vehicles shall park in the north lobby parking area
 - No parking under the building canopy
 - All vehicles shall be licensed and insured
- 7. Access & Behavior:
 - Contractors and employees and subcontractors shall:
 - Use service entrances only
 - Not use of lobby restrooms
 - Not smoke inside the building or on balconies
 - Not use loud or foul language and shall be polite to residents and guests
 - Allow residents/guests to have priority of elevator use at all times
- 8. Safety & Responsibility:
 - Contractors shall:
 - Cover/uncover smoke detectors to prevent false alarms
 - Pay any charges if a false alarm is triggered
 - Contractor is liable for:
 - Elevator damage, including stuck units from debris
 - Fluid leaks from vehicles (shall clean pavers or remove vehicle)
 - Damage to walls or surfaces or any portion of the Condominium Property
- 9. Prohibited Activities:
 - Contractors and unit owners shall not:
 - Work on balconies, garage, elevator foyers, hallways, or parking levels
 - Conduct painting cleanup on the Condominium Property
 - Empty grout water in toilets, sinks, or drains.
 - The contractor and unit owner is fully responsible for any damage caused by emptying grout materials in any drain.
 - Store equipment, supplies, materials or parts in common areas
 - Contractors/employees may not take breaks on Condominium Property
 - Not use Ocean Dunes equipment (ladders, carts, tools, etc.)

10. Dumpster Rules:

Contractors and unit owners shall:

Not use of building dumpsters

Shall submit a written request for a dumpster to be brought onto Ocean Dunes property and shall include the requested size, vendor, duration

Have prior approval for outside dumpsters

An outside dumpster may remain on the Condominium Property for no more than 2 weekdays, and shall never remain during weekends/holidays

11. Noise Restrictions:

Use of jackhammers or loud equipment shall only be permitted from 10:00 a.m. to 3:00 p.m.

48 hours written advance request of such use shall be required and such request may be denied if such use shall be disruptive of residents and guests

12. Electrical Work:

There shall be:

No relocation of ceiling electrical boxes

No installation of electrical wiring through concrete slabs

13. Structural Work: Ocean Dunes is a post-tension concrete building.

There shall be:

No drilling into slabs or ceilings is permitted without first conducting an X-ray scan to locate and avoid tension cables.

Any violation of this regulation shall result in immediate and permanent stoppage of work, and the contractor and unit owner shall be held fully responsible for all damages and repair costs.

14. Plumbing Work:

There shall be no relocation of plumbing drainpipes

15. Soundproof: See Soundproofing regulations

16. Daily Clean-Up: Contractors/subs shall clean all areas on a daily basis, including:

Hallways

Elevators

Garage

Parking lot

Failure to comply shall result in charges for building staff cleanup

REQUIRED SITE MEETING

The general contractor and any sub-contractors shall meet with the Building Manager before starting work to inspect common areas and review approved specs. The owner shall also participate in the meeting if any questions have arisen or any clarifications are needed regarding the work and how these regulations apply.

UNIT SOUNDPROOFING GUIDELINES

(For Flooring Installations over 6" Post-Tension Concrete Slab)

Purpose

These guidelines are established to maintain acoustic comfort and quiet enjoyment within Ocean Dunes. All flooring renovations shall meet minimum soundproofing standards to limit both airborne noise (voices, TV, music) and impact noise (footsteps, furniture movement) transmission between units.

1. Minimum Acoustic Performance Requirements

All flooring systems installed over 6" post-tension concrete slabs shall achieve the following:

- Impact Insulation Class (IIC): 2 60 (laboratory) or 2 55 (field-tested) •
 - Sound Transmission Class (STC): 2 60 (laboratory) or 2 55 (field-tested)
- Testing shall be per ASTM E492 and ASTM E90 (STC) standards.

2. Approved Flooring Systems

A. Tile or Stone Flooring

Required Sound Underlayment shall include:

Minimum 90 mil (2.3 mm) thick high-density rubber-based acoustic underlayment

Examples of products:

Proflex Super SIM- 90

Whisper Mat CS- 90

SoundGuard LVT 90

Shall be installed continuously beneath all tile or stone flooring.

Installation Method shall be required as follows:

Full mortar bond between slab and underlayment.

Tile set with appropriate thinset or mortar on top of underlayment.

B. Hardwood, Laminate, or Vinyl Plank Flooring

Shall be installed over an acoustic underlayment capable of achieving the same IIC/STC standards.

Floating floor systems are strongly required.

Glued-down floors shall use a rubberized or cork-based sound control mat and approved adhesive.

C. Carpeted Floors

Shall be installed using a minimum 6-8 lb. density carpet cushion to improve impact isolation.

3. Pre-Installation Requirements

Prior to installation, the following shall be submitted to Management and/or the Board for approval:

- Product specifications and manufacturer acoustic ratings (IIC/STC)
- Detailed layered floor assembly drawing or description
- Installer's information and method of installation
- Any relevant warranties or system guarantees

4. Installation Notes and Restrictions

- Flooring installations shall not begin until written approval is granted.
- No hard flooring may be installed directly on the slab without approved acoustic underlayment.
- Drilling or cutting into post-tension slabs is strictly prohibited unless reviewed and approved by a licensed structural engineer and the Association.
- Acoustic isolation at floor perimeters must be maintained using resilient edge barriers or acoustic caulk.
- Flooring transitions, baseboards, and thresholds shall also minimize sound bridging.

5. Emergency Access

Flooring systems shall not interfere with or prevent access to mechanical, plumbing, or electrical chases. Contractor and unit owner shall ensure all components remain serviceable per building code.

6. Recommendations

- Use area rugs or soft furnishings to further reduce airborne echo.
- For challenging layouts, consider hiring an acoustical consultant to assist with design and product selection.

GENERAL/MISCELLANEOUS

Owners are responsible at all times for the actions of their children, lessees, visitors and guests. Please direct their attention to the Rules and Regulations and require them to observe them.

Violations of Rules should be brought to the attention of the Manager.

Additional restrictions and provisions contained in the Declaration of Condominium, By-Laws and Articles of Incorporation shall apply with equal effect to the Rules and Regulations.

Copies of these Rules are available from the Manager.

All Residents should have a real interest in seeing that the Rules and Regulations are adhered to. Unit Owners should not hesitate to correct or caution those who break these Rules.

Access to the roof areas is restricted to essential building service personnel and authorized professional inspectors and repairmen.

These Rules and Regulations may be modified, added to, or repealed at any time by the Board of Directors and any consent or approval given by them may be revoked at any time.

Each unit owner, tenant or guest shall comply with all the provisions of the Declaration of Condominium, By-Laws, Articles of Incorporation and the Rules and Regulations. Failure to do so shall subject the violator to appear before the Board or a committee thereof, a possible fine may be levied and shall entitle the Association to recover any sums due for damages or to file a Petition for Arbitration with the Department of Business and Professional Regulation, entry of injunctive relief, or all of the above, and the Association shall be entitled to recover costs and reasonable attorney's fees.