

# OCEAN CAY COMMUNITY



## RULES, REGULATIONS AND POLICY BOOKLET

**REVISED JUNE 2019**

## **OCEAN CAY ASSOCIATION RULES, REGULATIONS, GUIDELINES & COLLECTION POLICY**

The enclosed Rules, Regulations, Guidelines and Collection Policy have been voted upon and passed by the Association Board of Directors.

The majority of the Rules and Regulations are derived directly from the original documents of our community, including covenants, articles and by-laws, and a subsequent list as developed by the Board of Directors and Management. Many rules and regulations are in the documents as required by State, County, Municipal and Local laws.

When you as a homeowner purchased a home in Ocean Cay, you received a set of documents governing our community, and thereby agreed to abide by them. Rules and Regulations are required to maintain and enhance the peace, harmony, and safety in our community.

Upon receipt of these Rules and Regulations from the Board of Directors, we, once again, are affirming our agreement as homeowners to abide by them. As a homeowner, it will be your duty to see to compliance from all members of your household and guests. If you rent your property, you the owners, will be responsible for any violations by your lessee.

Penalties/Fines will be imposed for any/all violations of our Community's Rules and Regulations and/or documents. An official warning will be issued prior to the imposition of any penalties/fines. A Grievance Committee will be available to resolve any dispute of violations.

**The Board from time to time may add, delete or modify these Rules and Regulations.**

This is not an all-inclusive list of Rules, Regulations and Guidelines; additional restrictions may be found in the Declaration of Covenants for Ocean Cay Community Association.

Violations should be reported, in writing, to the Board of Directors of the Association, in care of management.

The Board of Directors through management will call violations to the attention of the violating unit owner or lessee.

Disagreements concerning violations will be presented to and be judged by the Board of Directors who will take appropriate action.

**FACILITIES:** The commonly used facilities available for use by the unit owners within the association are for the use of unit owners, their lessees and their respective family members and guests. No guest of a unit owner shall be permitted to use such commonly used facilities unless accompanied by a unit owner or lessee or unless the guest has been registered with the Board of Directors. Any damage to the buildings or to the common elements or equipment caused by any unit owner, lessee or their respective guests, contractors or invitees shall be repaired at the expense of the responsible unit owner.

**NOISE:** Radios, televisions and other instruments, which may create noise, should be turned down to a minimum volume between the hours of 10:30 P.M. and 8:00 A.M. All other unnecessary noises between these hours should be avoided.

**CHILDREN:** Children are not to play in the parking areas or on the public walkways. Reasonable supervision must be exercised when children are playing on the grounds.

**OBSTRUCTIONS:** The parking areas, sidewalks, entrances and passages must be kept open and shall not be obstructed in any manner. No sign notice or advertisement shall be inscribed or exposed on or at any window or any part of the Community, nor shall anything be projected out of any window or door in the Community. No radio,

television aerial, or antenna shall be attached to, or hung -from, the exterior of the building without prior written approval from the Board.

**DESTRUCTION OF PROPERTY:** Neither unit owners, nor their family members, lessees, contractors, invitees nor guests shall mark, mar, damage, destroy, deface or engrave any part of the Community. Unit owner shall be financially responsible for any such damage.

**SIGNS:** There shall be no "For Sale" or "For Rent or Lease" signs exhibited, displayed or visible from the interior or the exterior of the units. Advertising signs, leaflets, petitions, papers or other written material shall not be distributed on the premises without Association approval.

**EXTERIOR APPEARANCE:** The exterior of the building and all areas appurtenant to the Community shall not be painted, decorated or modified by any unit owner in any manner without the prior consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole [and reasonable] discretion of the Association. No awnings, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans or air conditioning devices shall be used in or about the Community, except as shall have been approved by the Association, which approval may be withheld on purely aesthetic grounds with the sole [and reasonable] discretion the Association. No windows may be tinted without the prior consent of the Association and installation of drapes or curtains visible from the exterior of the Community shall have white or off-white, black out type liners used, which liners must be approved by the Association.

**WASTE MANAGEMENT:** All garbage and refuse from the individual units shall be placed in a plastic bag specifically made for the purpose of containing trash. **The plastic bag must be put into a trashcan** on the scheduled pickup days. [Trashcans must be placed in the designated spot for pickup no earlier than the evening prior to the scheduled trash pickup day.] All trash receptacles must be taken in after emptied on the same day. No garbage, trash or bulk items may be left in or around the designated areas. Any homeowner who has bulk items to be disposed of must call the trash hauler and make arrangements for pickup.

**WINDOWS AND BALCONIES:** No cloth, clothing, rugs or mops shall be hung open or shaken from windows, doors, balconies or terraces. Unit owners shall remove all loose objects or movable objects from the balconies and terraces during the hurricane season. Unit owners shall not throw any objects from balconies, doors, windows or terraces. No cooking shall be permitted on any balcony or terrace. Unit owners shall not allow anything to be thrown or to fall from balconies, doors, windows or terraces.

**ROOF:** All unit owners are responsible for the maintenance of their roofs.

**SOLICITATION:** There shall be no solicitation by any person anywhere upon the Property for any cause, charity, or for any other purpose whatsoever, unless specifically authorized by the Board of Directors.

**EMPLOYEES:** No unit owner shall direct, supervise or in any manner attempt to assert any control over the employees of the Association.

**ANIMALS:** The Board retains the right in its sole discretion, to request the occupants of any household to remove any pet that may be objectionable based on noise, endangerment to the health or safety of any resident, or may constitute a nuisance or inconvenience to the occupants of other units. If the pet owner fails to honor such request, the Board may remove the pet. No unit may have more than 2 pets. Dogs must be on a leash at all times. Dog droppings must be picked up and disposed of properly. All pets must be vaccinated, registered and licensed. Under no circumstances are American Bull Terriers (also known as American Pit Bull Terriers or Pit Bulls), or any other Pit Bull-like breed, (i.e. Presa Canario), be permitted within the Community).

**HURRICANE PREPARATIONS:** Each unit owner or lessee who plans to be absent from the Condominium during the hurricane season must prepare the unit prior to departure by designating a responsible firm or individual to care for the unit during the unit owner's or lessee's absence in the event that the unit should suffer hurricane damage. Storm shutters shall only be installed during hurricane 'watch' and hurricane "warning" situations.

**SWIMMING POOL:** Unit owners, their lessees and their guests using the swimming pool shall do so at their own risk. Unit owners, their lessees and their guests shall obey the posted swimming pool rules. The following are basic rules for all persons using the swimming pool:

- Unit owners and lessees are prohibited from bringing children under fourteen (14) years of age to the swimming pool and leaving them as they are expected to personally supervise their children [unattended].
- Swimming in the pool is permitted only between the hours posted.
- A child who cannot safely swim may not be brought [in] to the swimming pool unless accompanied, at all times, by an adult over the age of 18 years. Such child cannot enter the swimming pool unless accompanied by an adult over the age of 18 years, who is at the pool in proper bathing attire and will be in the pool supervising the child at all times.
- All persons using the swimming pool must be appropriately attired.
- All persons must shower thoroughly before entering the swimming pool.
- Pool safety equipment should be kept in place and shall not be used, except for its intended purposes.
- Pneumatic floats or other items of a similar nature, other than swimming aids, are not permitted in the swimming pool.
- Animals are not permitted in the general swimming pool area.
- Running, jumping, skating or any other activity, which creates a danger or annoyance in the general swimming pool area, is prohibited.
- Alcoholic beverages or food are not to be consumed poolside. Water, in plastic containers is permitted. No glass bottles or containers are allowed poolside.
- If suntan oil is used, a beach towel must be used to cover pool and patio furniture.
- Children who are not toilet trained, whether wearing diapers or not, are prohibited from entering the swimming pool.
- There is no Diving allowed.

**HOMEOWNERS' RESPONSIBILITIES IN MAINTAINING UNIT:** Each owner shall be responsible for maintaining his/her unit in a neat and clean condition 'at all times. Such maintenance shall include, but not be limited to, clear unobstructed walkways in front of the unit with no personal effects, unless written approval is given by the Board. In the event the exterior of said Unit is not kept in a manner in keeping with the standards of the community, as determined by the Board of Directors in its sole discretion, and such unit is not brought into compliance within 30 days of written notification from the Association, then in such an event, the Association shall have the right to make reasonable repairs to the exterior of the unit.

**PARKING:** Parking of vehicles only allowed in designated areas that are clearly marked. Each unit has a two-car garage. **All residents must park their vehicles in their designated garage.** Use of any garage for storage that precludes parking of the number of vehicles intended for is strictly prohibited.

**NO PARKING** in the alleyways between buildings; this includes any of the paved areas adjacent to the garages or along the FIRE LANE.

**MOTOR VEHICLES:** No vehicle belonging to a unit owner, lessee, or to a member of the family or guest, tenant or employee of a unit owner or lessee shall be parked in such a manner as to impede or prevent access to another parking space. Unit owners, lessees, and their employees, ~~servants~~, agents, visitors, licensees and families shall obey the parking regulations and any other traffic regulations as promulgated in the future for the safety, comfort and convenience of the Unit owners.

No motor vehicle, which cannot operate on its own power, shall remain within the Property for more than (12) hours, and no repair of vehicles, except for emergency repairs, shall be made within the Property. Washing and waxing of motor vehicles shall be limited to such areas, if any, designated by the Association for the cleaning of motor vehicles. All vehicles shall be parked within the designated areas. As a security measure, all automobile doors should be locked. Any vehicles parked illegally, not in conformity with these Rules and the Declaration, is subject to being towed at the owner's expense. All costs and reclamations will be at Owner's expense without recourse.

**VEHICLES NOT ALLOWED TO BE PARKED IN THE COMMUNITY AFTER 6:00 P.M. ARE: Commercial vehicles or equipment, mobile homes, campers and similar recreational vehicles, golf carts, boats and other watercraft, trailers, stored vehicles or inoperable vehicles.**

**Commercial Vehicles defined as:** any vehicle with commercial writing on their exteriors or vehicles primarily used, designed, or registered for commercial purpose and vehicles with advertising signage attached or displayed on such vehicles exterior, but shall not include passenger cars with identifying decals or painted lettering not exceeding a total area of one square foot in size or official vehicles owned by governmental or quasi-governmental bodies.

**Guest Parking:** Any vehicle wishing to remain on site and legally parked in a Visitor Parking space between the hours of 12:00 AM and 6:00 AM (Ideally, 2:00am - 6:00am) must be reported to the Security Company via phone call or email. Information provided must include Unit Address, Vehicle License plate, Vehicle make and color, date/dates of stay. - No person, including without limitation, Owners, or an Owner's guests, invitees or the Owner's tenant or that tenant's guests and invitees may park a motor vehicle for Overnight guest parking may not be more than 3 days in 30 consecutive days. Even though a Guest Parking Decal is displayed, residents must contact Goliath and/or PG Management, if they wish to have a guest park more than 3 days in a 30-day period.

**ANYONE IN VIOLATION OF THE PARKING RULES WILL BE TOWED AT THE OWNERS EXPENSE.**

**SALES SCREENING POLICY:** The Association has adopted a reasonable Sales screening process, which shall provide for reasonable screening of potential buyers by the Board or its agents. There will be a \$100.00 Application Fee to offset the cost of such screening process. Any Owner desiring to sell his/her Unit shall deliver to the Board (a) a completed Sales Application, (b) a \$100.00 check made payable to Ocean Cay Community Association, and (c) a copy of the executed sales contract (*Note, Sales Price May be Redacted*) at least twenty (20) days prior to anticipated closing sale date. Any Owner who shall sell a Unit shall be responsible for forwarding a copy of the recorded documents to the perspective buyer. Once all completed applications and contracts are received by the Association, an in person interview will be scheduled with the perspective buyer.

**RENTAL SCREENING POLICY:** The Association has adopted a reasonable rental screening process which shall provide that no Unit Owner may rent less than its entire unit for more than one time per fiscal year twelve (12) month period, and provide for reasonable screening and approval/or disapproval of potential tenants by the Board or its agents. There will be a \$100.00 Rental Application Fee to offset the cost of such screening process.



Each owner shall have the right to lease his/her Unit provided that such lease is in writing and provides that the tenant shall be bound by and obligated to the governing documents and Rules & Regulations at Ocean Cay and that the failure to comply with these documents shall be a default under the lease. Any Owner desiring to lease or rent his/her Unit shall deliver to the Board (a) a completed FAR/BAR Approved Rental Application, (b) a \$100.00 check made payable to Ocean Cay Community Association, and (c) a copy of the proposed lease or rental agreement at least ten (10) days prior to the date such a lease or rental agreement is to become effective. [A Rental Application and copy of the pending Lease Agreement **must** be submitted for Board Review and Approval prior to each Lease Renewal Agreement.]

[Once all completed applications and contracts are received by the Association, an in person interview will be scheduled with the prospective tenant. Any Owner who shall lease or rent a Unit shall be responsible for assuring compliance with all governing documents. Failure of an Owner to accomplish compliance within 10 days after receipt or written demand to do so from the Board, shall entitle the Association, to take any and all such action including the institution of proceedings on behalf of such Owner against his/her Lessee. Any expense incurred by the Association, including attorneys fees and cost of suit shall be repaid to it by such Owner. Failure by such Owner to make such repayment within 30 days after receipt of written demand, will cause the Board to resort to any and all remedies of the Association, including placing and enforcing a lien on such Unit, [which lien shall be collectable as a assessment.]

**EXTERIOR APPEARANCE:** No unit owner, or their lessee's, guests or invitees may change or cause to change the exterior of their unit, building or any building within the property of Ocean Cay, without prior written approval from the Board of Directors. The purpose of these policies and guidelines is to establish community and landscape themes, and standards that will insure a quality community, protect and enhance property values.

**CLOTHESLINES:** Clotheslines or similar apparatus for the exterior drying of clothes shall be prohibited.

**EXTERIOR AIR CONDITIONERS:** Individual air-conditioning units extending from windows are prohibited.

**EXTERIOR DECORATIVE OBJECTS:** Though we encourage individual choices, the Board must approve exterior decorative objects to preserve the aesthetic

of the community. These include, without limitation, potted plants, bird houses, bird baths, driftwood, weathervanes, sculptures, free standing poles, house identification numbers, and any items attached to approved structures or placed by the front door.

**EXTERIOR COLORS:** the Board will contract for all exterior painting. No unit owner may take it upon himself or herself to perform any exterior painting or engage the Association in any binding agreement with anyone to perform this.

**EXTERIOR LIGHTING:** Lighting which is a part of the original structure may not be altered or added to without the prior approval of the Board. Proposed replacements or additions must be compatible in style and scale with the fixture they will be replacing. Proposed lighting shall not be approved if it will otherwise result in adverse visual impact to any other property.

**GARAGE SALES:** Garage Sales shall not be permitted.

**PATIOS:** Patios are for the purpose of enjoying the Florida weather. They are to be used for that purpose and acceptable furniture may be placed on them. Patios are not for storage of items. At no time can patio furniture be placed on the front lawn, unless it is placed on a paved patio and with the written approval of the Board.[Grills may be placed on paved surfaces only and may not be set out on mulch or grass. When not in use grills should be kept covered and appropriately stored.]

**UNLAWFUL USE:** No improper, offensive or unlawful use shall be made of any unit and all laws, zoning ordinances and regulations shall be strictly observed.

**REMEDIES:** In instances when the alleged violation or a maintenance problem goes uncorrected, the owner will be notified in writing of the problem. If the violation or problem is not corrected within the specified time period given in the notice, [but in no event less than 14 days], a hearing will be held with the owner to present his/her case, then to determine if the problem is a violation and whether a fine or other action permitted by state statute or governing documents should be imposed. If an owner fails to appear for the hearing, then the Board or the adjudicator panel will proceed to make a determination based on the evidence before it. The owner will be notified in writing regarding final resolution. Should no response be received and the violation remains unresolved, the matter will be forwarded to the Association's legal counsel. A letter from our attorney is then sent to the homeowner addressing the continual failure to correct the problem.

Finally, the Association may be forced to seek injunctive relief and will request reimbursement of all legal fees it has incurred.

The foregoing Rules and Regulations are designed to make living for all unit owners pleasant and comfortable and compliance with the foregoing Rules and Regulations is mandatory. The restrictions imposed are for the mutual benefit of all.

**ALL PERSONS USING THE POOL AND/OR COMMON AREAS OF OCEAN CAY DO SO AT THEIR OWN RISK. PLEASE REPORT ANY AND ALL INCIDENTS TO THE POLICE, IF NECESSARY AND THE MANAGEMENT COMPANY.**

#### **COLLECTION POLICY AT OCEAN CAY**

Pursuant to the Declaration of Covenants for Ocean Cay Community, Inc all homeowners are responsible for paying monthly the maintenance fees approved by the Board of Directors.

Assessments not paid within thirty (30) days of when due shall bear interest from the date when due until paid at the rate of eighteen percent (18.00%) per annum. Additionally, the failure to pay any assessment within thirty (30) days from the date due shall entitle the Association to levy an administrative late fee, in addition to interest upon the delinquent assessment, in an amount established by the Board of Directors in a Resolution. Payments made shall be applied to interest and administrative late fees first and then to the delinquent assessment, the Association shall furnish to any Institutional Mortgagee, upon its request, written notification of any default in assessment payments of the unit owner who's Unit is encumbered by the Institutional Mortgage.

As part of an effective collection policy, the Association through the Board or its Agent will forward an internal demand letter to any Owner delinquent in payment of monthly maintenance fees.

This letter will be sent out approximately 5 days past the late date, and if no favorable response occurs, a second letter will be sent about two weeks, thereafter.

If full payment, including late fee(s) is not received within ten (10) days of the date of the second demand letter, the Association shall request its legal counsel to send the final demand letter, and if necessary, authorize the preparation and

recording of a lien.

Once the lien has been recorded, the Association shall authorize its attorney to forward a copy of the recorded lien, together with a notice of intention to foreclose the lien to collect all the unpaid maintenance fees, assessments, costs, fees and expenses to the Owner via Certified or Registered Mail.

If full payment, including attorney's fees and costs, has not been received within thirty (30) days of the mailing of this notice of intention to foreclose, the Association shall authorize the immediate commencement of the foreclosure action.

