

SCHEDULE A TO BY-LAWS

**AMENDED RULES AND REGULATIONS
FOR
THE OCEANS CONDOMINIUM ASSOCIATION, INC.**

The following Rules and Regulations supplement those contained in the Declaration of Condominium of THE OCEANS CONDOMINIUM ASSOCIATION, INC. They are applicable to all occupants of Units as well as to Unit Owners.

1. The entranceways, passages, vestibules, lobbies, halls, and similar portions of the Common Elements shall be used only for ingress and egress to and from the Condominium Property. No personal property shall be stored in them.
2. Each Unit Owner's personal property must be stored within his Unit or within storage lockers or spaces, if any, appurtenant to his Unit as Limited Common Elements.
3. The Common Elements shall not be obstructed, littered, defaced, or misused in any manner.
4. No articles shall be placed in the hallways.
5. No articles except suitable furniture, plants and planters shall be placed on balconies, terraces or similar areas.
6. Neither rugs, laundry nor any other articles shall be shaken or hung from windows, doors, balconies, terraces, or exterior walls.
7. Garbage and other refuse shall be placed only in designated areas.
8. Employees of the Association are not to be engaged by Unit Owners for personal errands. The Board of Directors shall be solely responsible for directing and supervising the Association's employees.
9. No Unit Owner shall make disturbing noises in the Building or permit his family, servants, employees, agents, visitors, or licensees to do so. In particular, no Unit Owner shall play (or permit to be played in his Unit or the Common Elements appurtenant to it) any musical instrument, phonograph, television, radio or the like in a way that unreasonably disturbs or annoys other Unit Owners or Occupants.
10. No radio or television installation or other electronic equipment shall be permitted in any Unit if it interferes with the television or radio reception of another Unit.
11. With the exception of signs used or approved by the Developer, no signs, advertisements, notices or lettering may be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Common Elements or any part of a Unit so as to be visible outside the Unit. Additionally, other than those originally installed by the Developer, no awning, canopy, shutter, air-conditioning unit or other projection shall be attached to, hung, displayed or placed upon the outside walls, doors, balconies, windows, roof or other portions of the Building or on the Common Elements.
12. No flammable, combustible or explosive fluids, chemicals or other substances may be kept in any Unit or on the Common Elements, except such used for normal household purposes. Grills are prohibited.

13. A Unit Owner who plans to be absent must prepare his Unit prior to his departure by designating a responsible firm or individual to care of his Unit should the Unit suffer damage and by furnishing the Association with the name(s) of that firm or individual.
14. No glass beverage containers may be permitted on the Common Elements.
15. No exterior antennae shall be permitted on the Condominium Property, provided that the Developer shall have the right (but not the obligation) to install and maintain community antennae, radio and television lines and security systems, as well as temporary communications systems.
16. Children shall be the direct responsibility of their parents or legal guardians, who must supervise them while they are within the Condominium Property. Full compliance with these Rules and Regulations and all other rules and regulations of the Association shall be required of children. Playing shall not be permitted in any of the lobbies, hallways, stairways, elevators and lobby areas, and loud noises will not be tolerated.
17. Dogs and household cats are not permitted on any part of the Common Elements (except a balcony or terrace appurtenant to the Unit of the animal's owner) except when they are leashed and being walked or transported directly off the Condominium Property or directly to their owner's unit. Dogs and household cats must weigh less than thirty (30) pounds.
18. All enclosed parking spaces shall be kept in a neat and orderly fashion. Nothing shall be stored in the enclosed parking space except that items may be stored in a storage closet which is approved by the Board of Directors.
19. No solicitation of any kind shall be permitted on the Condominium Property.
20. Every Unit Owner and occupant shall comply with these rules and regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration and the By-Laws of the Association (all as amended from time to time), to the extent applicable. Failure of an Owner or occupant to comply shall be grounds for legal actions which may include, without limitation, an action to recover sums due for damages an action for injunctive relief, and any combination of such actions.

In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine not exceeding \$100.00 per violation may be levied. Fines may be levied on the basis of each day of a continuing violation with a single notice and opportunity for hearing, provided no such fine shall exceed \$1,000 in the aggregate. Fines may be levied against an Owner, occupant, family, guest, invitee, lessee, or employee for failure of an Owner, his family, guests, invitees, lessees or employees, to comply with any rule of the Association or with any provision of the Declaration or the By-Laws of the Association, provided the following procedures are adhered to:

- (a) Notice. The Association shall notify the Owner or occupant of the infraction or infractions. Included in the notice shall be a date, time, and location of the next meeting of the Infractions Committee.
- (b) Hearing. The non-compliance shall be presented to a committee of the Unit Owners (the "Committee"), at which time the Owner or Occupant shall present reasons why the fine should not be levied. The Owner or Occupant may be represented by counsel and may cross-examine witnesses. A written decision of the Committee shall be submitted to the Owner or Occupant by not later than twenty-one (21) days after their meeting. If the Committee does not agree with the fine, then the fine may not be levied. If the Committee agrees with the fine, or changes the amount of the fine, then the Unit Owner shall pay the fine within thirty (30) days after written decision of the Committee mailed to the Unit Owner.

- (c) Members of Infractions Committee. The Infractions Committee shall consist of three (3) Unit Owners, who are not on the Board of Directors. The Board of Directors may select the members of the Infractions Committee.
- (d) Application of Fines. All monies received from fines shall be allocated as directed by the Board of Directors.
- (e) Non-exclusive Remedy. These fines shall be construed to be non-exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled, however, any fine paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

21. Rental requirements

- a. \$100.00 non-refundable, move-in fee made payable to The Oceans Condominium.
- b. Three (3) references must be provided.
- c. A security deposit equal to one month rent, made payable to The Oceans Condominium.
- d. A copy of the lease must be provided.
- e. An executed copy of the lease addendum.
- f. Copy of the last two form 1040's submitted to the IRS.
- g. Signed authorization for background check.
- h. Tenant/Renters must be interviewed by the board and manager prior to moving in.

22. Pool Restrictions

- a. Surfboards, boogie boards, wake boards, knee boards, or any other floatation device of excessive size, or which poses a danger, or nuisance to others are prohibited. Determination of which devices pose a danger, or nuisance, is at the sole discretion of the Association. Floatation devices typically designed for open surf, or lakes, such as large inner tubes, inflatable boats, kayaks, and/or rafts, etc. are prohibited.
- b. To ensure a safe pool environment, Unit Owners or an adult (over 21 years of age) from the unit will be responsible for all family members and guests in the pool area. Accordingly, the Unit Owner, or adult (over 21) representative from the unit, must be present in the pool area to monitor actions of all minor children and guests.
- c. For safety reasons, All owners, residents, and guests must dry off before entering the buildings to avoid water dripping on the floors, furniture, and elevators.

23. Extra keys and FOBs over four (4) per unit, shall be charged \$300.00 each.

24. Unit Renovations and Upgrades

- a. All unit renovations must be approved by the Association prior to any work commencing.
- b. Renovations cannot penetrate any concrete structure, excluding carpet tacks.
- c. Drains may not be relocated. No reconfiguration of units allowed, including moving walls, moving showers, moving toilets etc.
- d. City Planning Commission must sign off on all plans, including blueprints, etc.
- e. Individual review of each major renovation may require a Construction Bond of up to \$1 Million with Oceans Condo as a named insured be submitted to the management company for all projects over \$20,000.
- f. All contractors/sub-contractors/workers, etc. will be licensed and insured. Major renovations will require up to \$1 Million with Oceans Condo as a named insured. List of contractors and copies of insurance certificates are required and must be submitted to the management company before any work begins.
- g. If any electrical is moved, you must provide an extended warranty to the Association for a period of three (3) years to maintain no electrical issues with the renovated items.
- h. When replacing windows, you may not increase the depth of bolts into the slab.

- i. All unit renovations and upgrades, by contractor or self-help, will be done from 9 AM to 5 PM, Monday through Saturday. No work will be allowed on Sunday. Moreover, the Unit Owner is responsible for the disposal of all refuse, i.e., old tile, rugs, flooring material, etc. The Condo garbage bins will not be used for trash. Trash removal is the Unit Owner's responsibility. Unit Owners are also responsible for the disposal of old appliances, toilet bowls, old doors, and any furniture. Again, the Condo garbage bins cannot be used for any trash items.
 - j. Clean up of upgrades and renovations, including the cleaning of paint brushes, cans, etc., will not be done in the Condo common area. Additionally, the Condo elevator floor and elevator floor rugs will be cleaned or replaced at the Unit Owners' expense.
25. Parking passes will be distributed to all unit owners, two (2) per unit. Passes will be numbered to correlate to each unit. Parking of vehicles must be between the painted lines. Towing of vehicles will be initiated by the Management Company or Association President. Passes do not apply to vendor's vehicles. Any vehicle parked outside the garage must have a parking pass.
26. In accordance with the Florida Statutes 718.108, all Condo unit owners must have Condo Board approval of all plans to install an EV device charging station. The Condo Board will review the plan to insure it is in compliance with the Condo Association's electrical grid system and the appropriate building and electrical permits have been approved. Importantly, the proposed plan must ensure that the charging systems is connected to the unit owner's individual electric meter.

Signed, Sealed and Delivered in the presence of:

EDWARD MIKKELSEN

Signature

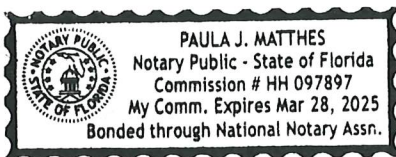
ED MIKKELSEN, President
OCEANS CONDO.

STATE OF FLORIDA, COUNTY OF BREVARD, The foregoing instrument was acknowledged before me this 30th day of APRIL, 2021, by ED MIKKELSEN, who is personally known to me who did not take an oath.

Paula J. Matthes
Signature of Notary

PAULA J. MATTHES
Printed Name

(NOTARY SEAL)



State of Florida at Large
My Commission Expires: March 28, 2025