

JUN 15 2020



THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

CITY OF FORT PIERCE
PLANNING & ZONING

Conditional Use – No New Construction

Property address or Location 1040 Windward Drive Ft. Pierce, FL 34949
Parcel ID #(s) 2507-888-0068-0004 Unit 3402
Project description Rental

Nancy Barsotti
Property Owner(s)
32 Edgcliff Road
Street Address
Carnegie PA 15106
City State Zip
917-992-8252
Phone Number
nhbinteriordesign@gmail.com
Email Address

← same
Applicant/Representative, Title, Company
Street Address
City State Zip
Phone Number
Email Address

Property Owner(s) Acknowledgements: - This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein.

Nancy Barsotti
Property Owner(s) Signature(s)

STATE OF Pennsylvania COUNTY Allegheny

The foregoing instrument was acknowledged before me this 10 day of June, 2020, by

Nancy Barsotti who is personally known to me or has produced
PA Driu License as identification.

Susan Carulli
Signature of Notary

Commonwealth of Pennsylvania - Notary Seal
(seal) SUSAN CARULLI - Notary Public
Allegheny County
My Commission Expires Jan 15, 2024
77294673729 95681

INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3729

TO BE COMPLETED BY STAFF

Zoning	Future Land Use	Total Acres	Historic District	Historic Designation	
				Contributing	Individual
				Non-Contributing	None

Pre-Application Meeting Date _____ Fees _____ Control # _____ B. Permit # _____
Intake Planner _____
Planner Assigned _____
Approved By _____ Date _____
Comments _____

Intake Date Stamp

CONDITIONAL USE: NO NEW CONSTRUCTION

Submit one original, seven (7) hard copies and one (1) CD of the following for initial submittal, subsequent submittals will be required:

- If no site improvements are required:
 - As-built survey
 - Floor plan of existing building(s)
- If parking and drainage improvements are required:
 - As-built survey;
 - Site plan, to scale, including existing improvements and proposed parking, driveways, landscaping & storm drainage;
 - Lighting plan
- Complete, notarized application

Application Type:

- Conditional Use: No new construction with no site improvements
- Conditional Use: No new construction with parking and drainage improvements

Site Information:

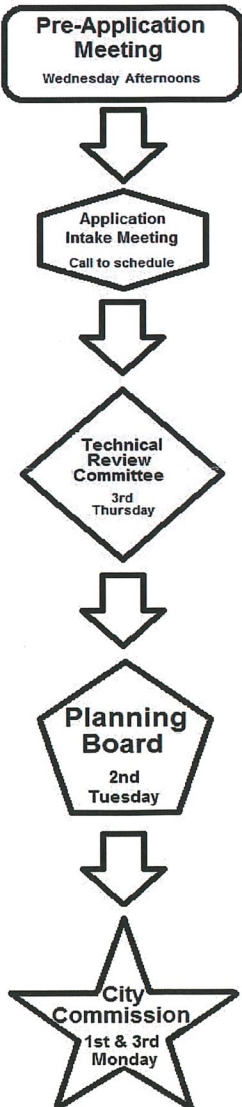
Building Size 4 story / Parking Spaces: 24 indoor + guest outdoor
24 units
 Surrounding Uses: (i.e. single family home, retail, industrial, etc.)

North	South	East	West
Residential	Residential	Ocean	Vacant

The application for conditional use with the application for site plan review, when not exempt in accordance with the requirements of section 22-75, shall be reviewed as a unit in accordance with the requirements of section 22-58 except that:

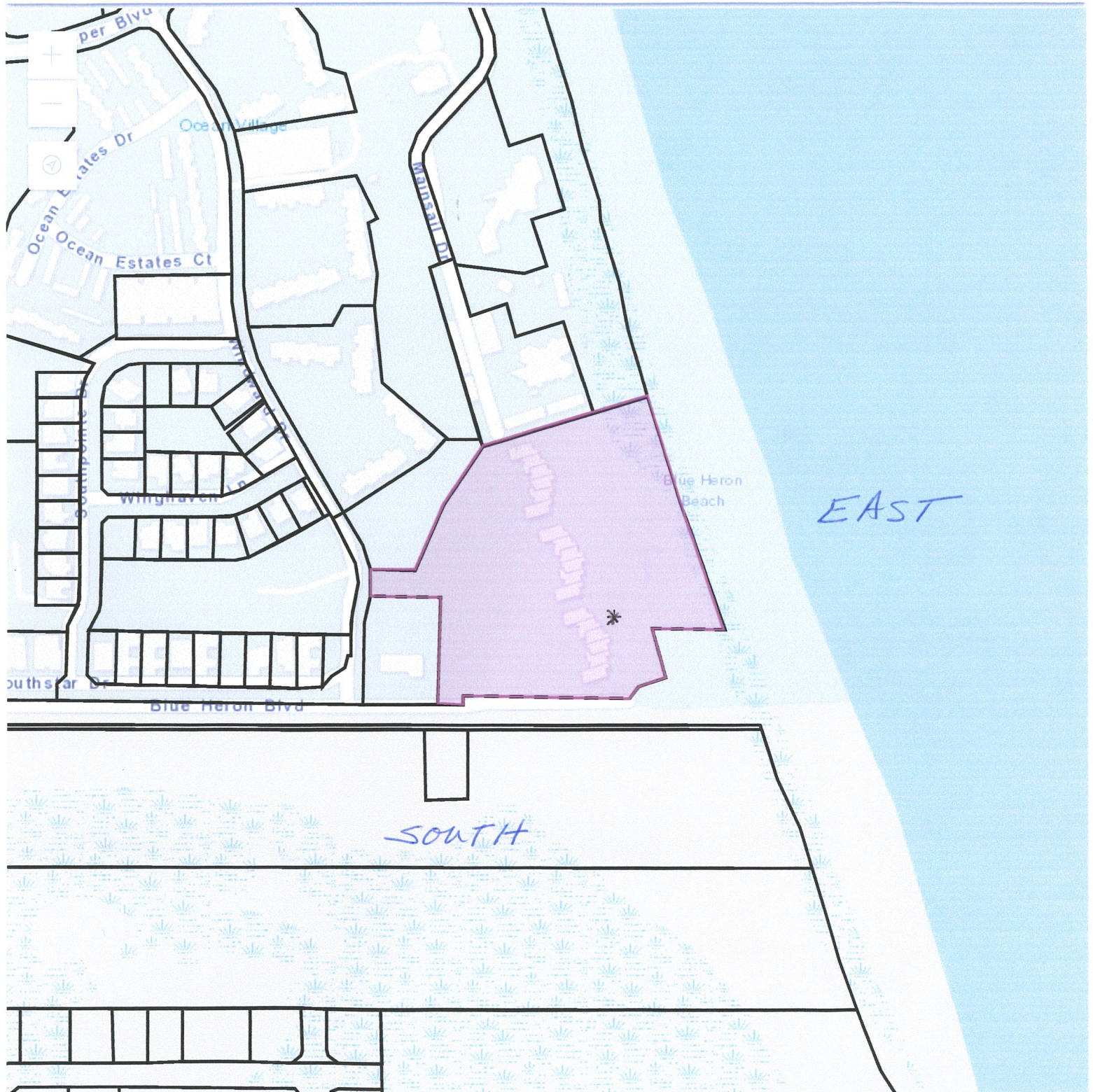
- (1) The city commission shall hold a public hearing in accordance with the provisions of section 22-143 prior to acting on the application for conditional use.
- (2) In the event the city planning board disapproved the application for conditional use or in case of a protest against said application signed by twenty (20) per cent of the owners within five hundred (500) feet of the area included in said application, such application shall not be approved except by a four-fifths vote by the city commission.
- (3) In permitting a conditional use or the modification of an existing conditional use, the city commission may impose, in addition to those standards and requirements expressly specified in this chapter, any condition which it finds to be necessary to protect the best interest of the surrounding property of the city.

Application Outlook



< Map View

NORTH



Locate Me

32 Edgecliff Road
Carnegie, PA 15106

Fort Pierce Planning Department
100 North US 1
Fort Pierce, Florida 34950

Dear Planning Department Board Members:

I am asking for your approval to rent 1040 Windward Drive, Ocean Village, Fort Pierce, Florida.

Primarily this condo will be rented during the winter months to vacationers.

I understand and agree to all the Rules and Regulations set forth by Ocean House and Ocean Village. Guests must lease the condo for a minimum of one month.

My condo is beautifully furnished and all appliances and HVAC are in very good condition. In my absence the condo is cleaned, managed and inspected on a weekly basis by Lisa Perez and her staff. Her contact information is as follows:

Lisa Perez 6906 Belleair Avenue Fort Pierce, FL 34951 772-834-9305

If you have any questions I can be reached at the information below.

Thank you for your assistance.

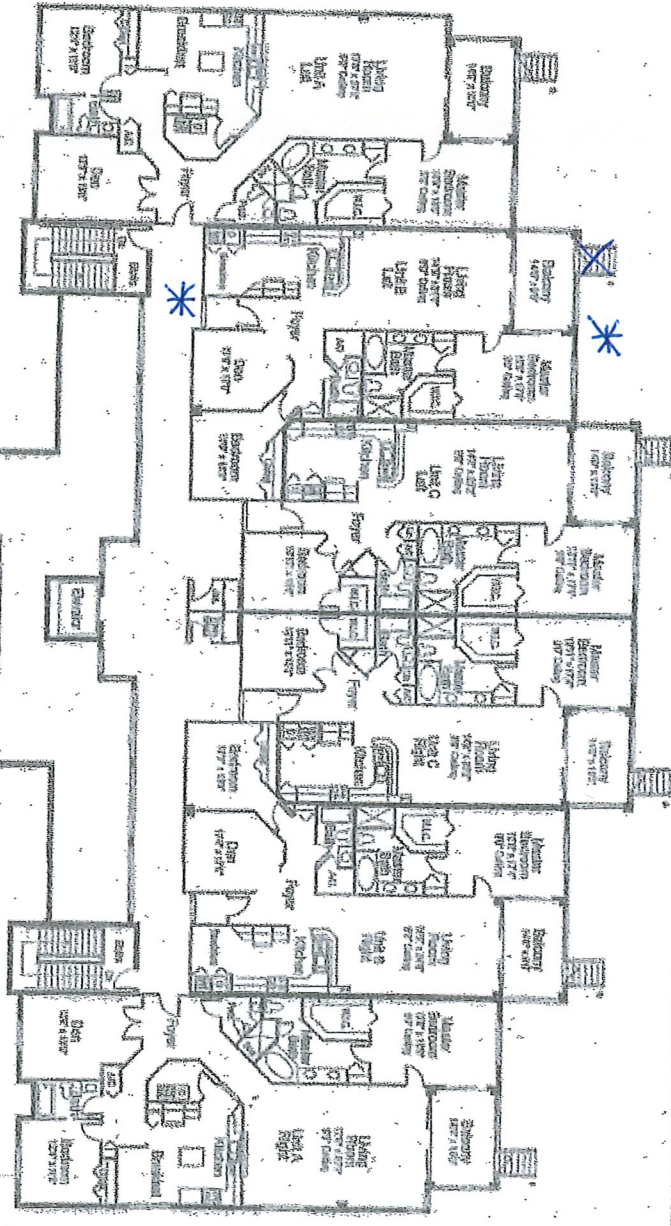
Sincerely,

A handwritten signature in blue ink that reads "Nancy Hoff Barsotti". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Nancy Hoff Barsotti

Cell phone - 917-992-8252
Email - nhbinteriordesign@gmail.com

Sample Layout
4th Floor Ocean House 1040



A/C	Battery Area	Yield
2122 S. E.	160 S. E.	220 S. E.
1903 S. E.	140 S. E.	170 S. E.
1426 S. E.	160 S. E.	1522 S. E.

Small Engineering Center, the Florida Central State University, Jacksonville, Florida, and the Florida State University, Tallahassee, Florida, are the only two universities in the state of Florida that have a degree program in the field of electrical engineering. The development process has a high level of design and engineering expertise. Small Engineering Center, Jacksonville, Florida, is a leading provider of electrical engineering services.

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CONTRACT FOR RENTAL

Unit _____ Cluster _____ Date _____ Revision _____

OWNER _____ GUEST _____

ADDRESS _____ ADDRESS _____

TELEPHONE _____ HOME _____

_____ CELL _____

EMAIL _____ EMAIL _____

ARRIVAL DATE _____ (Check in time 3:00 p.m.)

DEPARTURE DATE _____ (Check out time 10:00 a.m.)

NUMBER OF PEOPLE IN PARTY Adults _____ Children _____ TOTAL _____

ACCOMMODATIONS # of Weeks _____ @ _____ /week = \$ _____

of Months _____ @ _____ /month = \$ _____

CLEANING FEE \$ _____

SALES TAX 7% _____ RESORT TAX 5% _____ = \$ _____

SECURITY DEPOSIT (To be returned upon cleaning, inspection
and keys returned) \$ _____

TOTAL \$ _____

PAYMENT TERMS

Non-refundable deposit of 33% due when reserving dates - due at once \$ _____

Date Received/Check Number _____

Balance - 67% due 30 days prior to rental date

\$ _____

Date Received/Check Number _____

Key instructions and security gate access information will be sent upon final payment.

Contract mailed on _____

CANCELLATION POLICY:

60 Days before rental - full refund

30 Days before rental - 50%

Guests are required to use cell phones.

No pets.

No smoking

SECURITY DEPOSIT RETURN Amount/Date/Check # _____

NOTES _____

Thank you for being my guest. _____ (Owner)

Signature for agreement _____ (Guest)

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of **OCEANHOUSES AT SOUTHPOINTE ASSOCIATION, INC.**, a Florida corporation, filed on August 29, 2002, as shown by the records of this office.

The document number of this corporation is N02000006616.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Thirtieth day of August, 2002

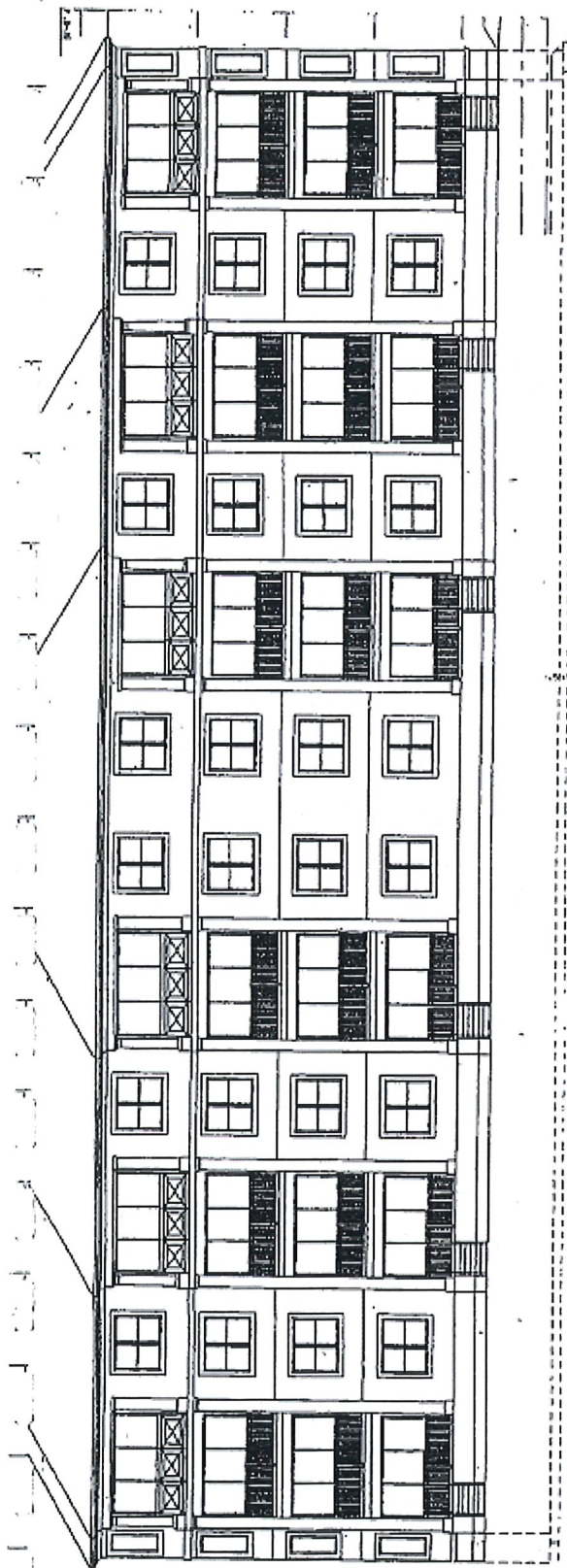


CR2EO22 (7-02)

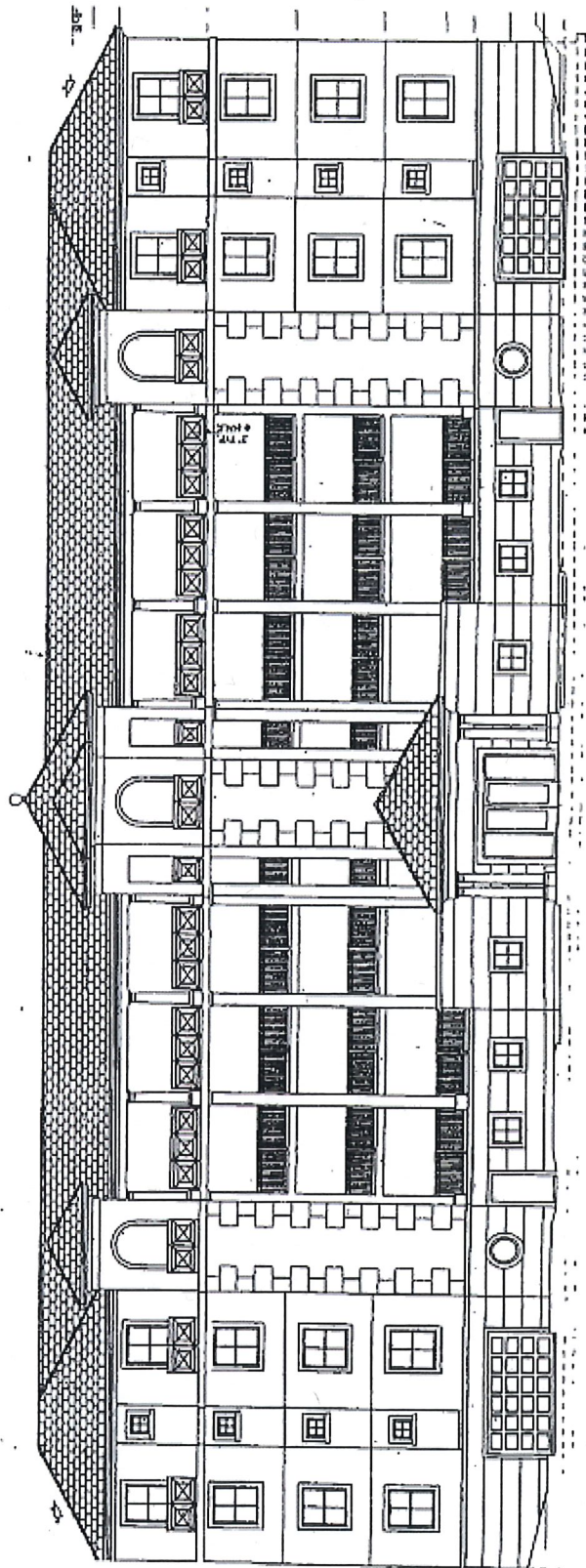
Jim Smith

Jim Smith
Secretary of State

Composite Exhibit "K" (5 pages)



REAR ELEVATION (EAST)
SCALE 1/8" = 1'-0"



FRONT ELEVATION (WEST)
SCALE 1/8" = 1'-0"

RULES AND REGULATIONS
OF
OCEANHOUSES AT SOUTHPOINTE ASSOCIATION, INC.

Protecting the safety of Oceanhouses' residents and property is paramount to the Association. Although the Association's Rules and Regulations have included Rule 7.2 dealing with proper hurricane preparations to be performed by unit owners, a recent incident has indicated the need for increased enforcement. Accordingly, Rule 7.2 was revised on April 21, 2017 to enable the Association to enforce compliance by engaging the property manager and independent contractors to prepare certain units, with the cost being borne by the unit owner.

PLEASE READ THE REVISED RULE 7.2. WHILE IT DOESN'T CHANGE A UNIT OWNER'S RESPONSIBILITY, YOU'LL WANT TO BE AWARE OF THE NEW COST OF NON-COMPLIANCE.

These Rules and Regulations do not replace the Association's other primary governing documents, the "Articles of Incorporation", "Declaration of Condominium" and "By-Laws". These documents remain in full force and effect.

In addition to Oceanhouses' governing documents, owners, occupants, guests, tenants, agents, etc. should also be aware of and abide by Ocean Village's governing documents and Rules and Regulations, as amended from time to time, which R&R can be found in the back of the OV phone directory.

The change to Rule 7.2 becomes effective May 31, 2017 and will be enforced with the start of the 2017 'hurricane season' on the following day, June 1.

Adopted: April 21, 2017

Section 1. Ingress and Egress

- 1.1 The sidewalks, entrances, passages, stairwells and like portions of the common elements shall not be obstructed nor used for any purpose other than ingress and egress to and from the condominium property and condominium parcels; nor shall any carts, bicycles, motor vehicles, carriages, chairs, tables and or any other object obstruct such ingress and egress at any time.
- 1.2 Sidewalks are to be used for foot traffic only. No bicycles, skate boards, roller skates, etc.
- 1.3 No person shall place any item on sidewalks, entrances, passages, stairwells, catwalks or any portion of the common elements. All items that are left on common property for more than two (2) hours will be removed. Bicycles appearing to be abandoned, rusted or in disrepair may be removed at the discretion of the Board of Directors.
- 1.4 No person shall place any type of plant, decoration or furnishing on the west catwalk by the railing or against the walls of the A or B units. Appropriate planters and furniture may be placed inside the area of the alcoves at C units. **All items placed in C unit alcoves must be removed and stored inside the owner's unit or storage area when the owner is not in residence during hurricane season.** Plants and planters within C unit alcove areas may not be attached to or growing on the wall as it will cause damage to the paint and stucco. No decorations may be placed or hung on walls in C unit alcoves or by the front doors of A and B units; i.e. house numbers, welcome signs, etc., without written approval of the Board of Directors. Any décor must be in good taste at the discretion of the Board of Directors. Any non-complying decoration, plant, or furniture may be removed at the discretion of the Board of Directors.

Section 2. Balconies, Walkways, Fences

- 2.1 No equipment, materials or other items shall be kept or stored on any balcony or under the outside stairs of the first floor balcony area of the condominiums. Placing and using patio-type furniture, planters and other items normally used on residential balconies are allowed. Beach chairs and umbrellas may be unobtrusively stored on balconies.
- 2.2 Owners are to repair, maintain and replace when necessary their unit screens and windows. Owners are to maintain and keep in neat, fit and clean condition the floor, interior walls and screens or enclosures of their balconies.
- 2.3 No articles shall be hung on or thrown from any window, door, railing, balcony, walkway, or other portions of limited common elements or common elements. Any owner wishing to hose off their balcony or shutters may do so if it is raining, if the units below are not occupied and the shutters are closed, or with the consent of the unit occupant(s) below. Power washing of balconies is prohibited unless done so by the

Management company at the direction of the Board of Directors. No clotheslines are permitted anywhere on condominium property.

- 2.4 Residents may not adorn or decorate railings of balconies or other common or limited common elements, except as allowed in 1.4.
- 2.5 No owner shall cover the balcony floor with or any type of carpet, rug or fabric. Tile is permitted as long as it is meant for outdoor use. The owner assumes all liability issues related to outdoor tile. Owner will be responsible for any tile damage due to Association repair/maintenance to the balcony that requires tile removal. Small doormats are acceptable at entry doors to unit.
- 2.6 No wind chime or other noise emitting item shall be placed or hung on any balcony, limited common element or common element.

Section 3. Elevators

- 3.1 No person shall use the elevator for moving furniture, appliances, construction materials or debris or other large objects without first installing the protective elevator blankets. Elevator blankets shall be removed and stored in the foyer storage area when move is complete.
- 3.2 No person shall hold, by any means, the elevator doors open for extended periods of time.
- 3.3 Smoking is not allowed in the elevators.

Section 4. Refuse

- 4.1 The Association provides collection services for residential household trash ONLY. contractors performing work within Oceanhouses are required to remove debris caused by their work. Self-employed individuals shall not use Association receptacles to dispose of related trash. All refuse must be deposited **IN** garbage/trash containers (dumpsters). Cartons and cardboard boxes shall be broken down, collapsed and tied if necessary. All other garbage/trash shall be placed in plastic bags and securely tied or closed before placing in dumpsters. No refuse or trash shall be left outside of dumpsters. No hazardous material such as paint, fuels, electronic equipment, etc. shall be placed in or outside of the dumpsters. No other refuse/trash shall be left outside of the dumpsters. For proper disposal of bulk items or electronic equipment, please check with Association Management.
- 4.2 Discarded cigarette butts or other littering is not permitted on the condominium grounds.

Section 5. Management Company Employees

- 5.1 No owner or occupant of a unit shall be permitted to request or hire or otherwise retain the services of any Management employee for any purpose during the hours in which the employee is working for the Management. The Management Company is solely responsible for directing and supervising the Management employees during their working hours.

Section 6. Nuisances

- 6.1 No owner or occupant of a unit shall make or permit any disturbing noises in any unit, on limited common property, or on the common property by themselves, their family, employees, agents, guests, tenants, licensees, or pets that would interfere with the rights, comforts, or conveniences of other unit owners or occupants.

Section 7. Alterations, Installations

- 7.1 In accordance with a vote at the Annual Meeting of March 17, 2005, the Board has pre-approved the installation or replacement of hurricane protection with white accordion style shutters. These shutters must meet all current codes and proper permits must be obtained. Pre-approval from the ARB was obtained on April 25, 2005. The shutter pre-approval was amended November 18, 2005 to include that new shutters are NOT to be installed against the glass sliding doors on the east balcony.

- 7.2 **HURRICANE SEASON RUNS FROM JUNE 1ST TO NOVEMBER 30TH.** Tropical storms have winds in excess of 38 mph and become hurricanes at 74 mph. Both can be named storms. In the event of a named storm 'watch' (the 48 hour notice) or 'warning' (the 36 hour notice) at any time of the year, or in the absence of an owner from his unit for more than five (5) days during hurricane season, owners are required to have hurricane protection installed and closed on both the east and west sides of their units. Corner units are also required to have protection on the north and south sides. If a unit is unoccupied for more than fourteen (14) days outside of hurricane season, owners are required to have hurricane protection installed and closed on all exposed sides of their unit.

Owners must understand that it is their responsibility to comply with the above for the protection of their unit, surrounding units and Oceanhouses' property as a whole.

Neither Elliott Merrill nor its maintenance employees can be hired by a unit owner to perform these storm preparation duties once a storm warning or watch has been issued for Ft. Pierce by the National Oceanic and Atmospheric Administration.

If a unit is not protected in accordance with the above during hurricane season, Elliott Merrill and/or an outside service contractor may be hired by the Association to get the unit into compliance. The Association's service fee to the unit owner will be \$250 plus

any property manager or outside contractor fees/costs. In the event of a hurricane watch or named storm warning, such fee will increase to \$500 for unoccupied units. In the event of a hurricane warning, such fee will increase to \$500 for occupied units.

If a unit needs to be prepared outside of hurricane season during a hurricane watch or named storm warning, the above fees apply except that the Association may waive \$250 of such fees.

If despite the effort of the Association the unit cannot be brought into compliance, any resulting storm damages are the responsibility of the unit owner.

To illustrate, hurricane shutters must be CLOSED as follows:

	Occupied Unit	Unoccupied Unit
Outside of Hurricane Season:		
No storm watch or warning	No action required	Close shutters if unoccupied >14 days - \$250 service fee applies for Association involvement
During hurricane 'watch'	Prepare to close shutters	Close shutters at 'watch' - \$250 service fee applies for Association involvement*
During storm 'warning'	Close shutters at 'warning' and prepare to evacuate	Close shutters at 'warning' - \$500 service fee applies for Association involvement*
During Hurricane Season :		
No storm watch or warning	No action required	Close shutters if unoccupied >5 days
During storm 'watch'	Prepare to close shutters	Close shutters at 'watch' - \$250 service fee applies for Association involvement
During storm 'warning'	Close shutters at 'warning' and prepare to evacuate - \$250 service fee applies for Association involvement	Close shutters at 'warning' - \$500 service fee applies for Association involvement

* If the Association is involved in storm preparations on behalf of a unit owner during a storm 'watch' or hurricane 'warning' outside of hurricane season, Association may waive \$250 of its service fee - but property manager or outside contractor fees will still be charged

- 7.3 No unit owner shall install, erect or place any temporary furnishings or accessory such as, but not limited to, kiddie pools, tents, BBQ's or other items on common or limited common elements. Pool furniture shall not be removed from the pool deck.
- 7.4 Only curtains, drapes, plantation shutters and/or blinds shall be installed on windows and glass doors and shall be white or off-white in color. Owner, occupant or tenant will be required to remove all other forms of window covering.
- 7.5 Any new interior flooring that is made of tile, laminate, or wood (anything but carpet) shall be laid over a sound-deadening underlayment that meets a minimum of IIC rating of 70. Owners will need to have proof through receipts, pictures, etc. that such a floor underlayment has been installed, and will be available for the Board of Directors review upon their request.
- 7.6 Storm doors on the west entrance of a unit were pre-approved by the Board of Directors in September 2005 as follows:
- a) Must be forest green in color.
 - b) Must be full glass/screen, no solid panels.
 - c) Installer is required to obtain any necessary permits.

Section 8. Signs

- 8.1 No signs other than decorative wall signs (see point 1.4) shall be exhibited, placed, inscribed or affixed in or on any portion of the limited common elements or common elements.

Section 9. Barbequing

- 9.1 No barbequing or cooking by any manner shall be permitted on any limited common element or common element of the Association property.

Section 10. Flammable Substances Storage

- 10.1 No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any unit, limited common element or common element, except one federally approved gasoline container with the maximum capacity of 2 gallons. **PROPANE storage** is strictly prohibited with the exception of a maximum of 2.5 lb. barbeque canister. No fuel storage is allowed during an owner's absence.

- 10.2 Fireworks or the setting off of fireworks are not allowed within the confines of the condominium property.

Section 11. Pass Keys

- 11.1 The Association has the irrevocable right to access each unit during reasonable hours when necessary to repair, maintain, exterminate or replace any common element or for emergency repairs which are necessary to prevent damage to the common elements or other units. Each unit owner must provide the Association with a means of access in case of emergency as set out in the governing documents. In the case of an emergency, if the Association does not have a means to access a unit, a locksmith will be called to gain access or access will be gained by necessary means and the cost will be charged to the unit owner.

Section 12. Vehicles and Parking

- 12.1 The speed limit within the condominium property is eleven (11) mph.
- 12.2 All vehicles shall be maintained in good repair. This includes mufflers, which shall meet State Standards to control noise. Vehicles that leak oil, gasoline, grease or any other substance that damages the pavement or other limited common element or common elements are prohibited. Vehicles which cannot operate under their own power or unlicensed vehicles shall not be permitted on limited common elements or common elements unless permission has been given in writing by the Board of Directors.
- 12.3 A resident must give notice to the Management Office identifying himself and his unit number no later than the first regular business day after arrival, by telephone or through their website, of the vehicle make, model, license plate number, date in and date out of any guest staying in their unit for one week or longer.
- 12.4 Under-building parking spaces are designated for the exclusive use of the unit to which it is assigned in the governing documents. Transfer or assignment is not allowed independent of change of ownership of a unit. Vehicles must comfortably fit within the confines of the designated parking spot to not encumber access to neighboring vehicles. Owners, occupants and guests are required to obtain the appropriate vehicle parking stickers or tags from the Ocean Village Office. Outside parking spaces are not designated.
- 12.5 No commercial vehicles, boats, trailers or RVs shall be parked overnight on the common property.
- 12.6 The Board of Directors or its agents shall have the right to tow any unauthorized vehicle at the owner's sole expense.

Section 13. Pets

13.1 No person shall keep any pet upon the condominium property except as follows:

Owners, tenants or other residents (hereinafter Occupant) may keep as pets domesticated cats, dogs, birds, and other mammals. Occupants may not keep more than two (2) pets per Unit, which pets shall not exceed an aggregate weight of 150 lbs., exclusive of service dogs. No occupant may keep exotic cats, non-human primates, fowl, reptiles, obnoxious animals, farm livestock or zoo-type animals on the condominium property. The determination of what may be an obnoxious animal, fowl or reptile shall be determined by the Board in its sole and absolute discretion.

13.2 All pets must be on a leash at all times when outside their unit and must be curbed or carried when on common elements.

13.3 It shall be the Occupant's obligation to remove and otherwise properly dispose of their pet's waste material from the condominium property. Failure to remove and dispose of the pet's waste material shall be deemed a nuisance. Failure to pick up waste will result in a written warning for the first offense and a fine for each subsequent offense.

13.4 No animal shall be left on a balcony or any of the other common or limited common elements without the owner being present.

13.5 If the pet of any Occupant shall make excessive noise or otherwise act in a way which is obnoxious to, or otherwise interferes with the quiet enjoyment of the Occupant of another unit, then the Board may issue a warning, if further incidents occur with respect to the same pet then the Board may fine the unit owner. If further incidents shall occur with respect to the same pet or Occupant after the initial fine, then the Board may fine the unit owner for each day that the interference of the quiet enjoyment of the other Occupant remains uncured.

13.6 The Board shall have the right to order the removal of any pet which, **in the Board's sole and absolute discretion**, is considered a nuisance and the same shall be done without compensation to the owner of the pet.

13.7 **THINGS TO KNOW:**

- i) Ft. Pierce City Ordinance required that all dogs and cats within City limits for a period of six (6) months or more to have a Ft. Pierce animal license.
- ii) All owners of pets must complete and submit a Pet Permission Form to the Ocean Village office.
- iii) Oceanhouses is your property, please help ensure pet owners are removing their pet's waste from your property.
- iv) See attached Ocean Village key policy.

Section 14. Pool Rules

POOL HOURS ARE DAWN TO DUSK. (Anyone wishing to swim after Oceanhouses pool hours can use the community pools which are open until 10:00 p.m.)

- 14.1 Oceanhouses pool is a private pool that is operated and maintained by 72 unit owners through their monthly maintenance fees, its use is for Oceanhouses occupants and their guests only.
- 14.2 No children under 3 years of age are allowed in the pool. (Children's wading pool is open at the main pool.)
- 14.3 No diapers **OF ANY KIND** are allowed in the pool, including "pool diapers".
- 14.4 It is a violation of Florida Law and the Rules of Oceanhouses to bring or allow pets on the pool deck or in the swimming pool
- 14.5 No food, drink, or smoking in pool. No smoking on pool deck.
- 14.6 No food, ceramic, glass or any other breakable item is allowed on pool deck.
- 14.7 No diving.
- 14.8 **NO LIFEGUARD.....SWIM AT YOUR OWN RISK!!**
- 14.9 Children under 13 must be accompanied by an adult over 21 years of age.
- 14.10 Remove any tar and/or sand before entering the pool area.
- 14.11 All persons entering pool must shower each time they enter the pool.
- 14.12 Persons with any infections or contagious health conditions are not permitted to use the pool.
- 14.13 Chairs and lounges must be covered with a towel before use.
- 14.14 Pool keys are required to open the pool gates. Each unit has received two (2) keys.
Gates are to be locked at all times.
- 14.15 Pool area is restricted:
 - No pets
 - No bicycles, skates, skateboards, surfboards, boogie boards, etc.
 - No toys of any kind (that includes balls, Frisbees or floats)
 - No fishing equipment
 - Children's arm flotation devices are allowed

- 14.16 No disturbances such as, but not limited to, diving, running, boisterous conduct, ball throwing or radios will be permitted which will interfere with the peaceful pursuit of other bathers and the homeowners who overlook the pool.
- 14.17 Proper swimming wear is required...no cut-offs, tank tops, shorts or other inappropriate attire. It is a rule of Ocean Village that persons wearing bathing suits away from pool areas or beach must wear an appropriate cover-up.
- 14.18 Oceanhouses does not have a pool attendant; all pool furniture is to be returned to its proper location, fold the back of lounge chairs down, **close and tie umbrellas when you leave the pool area**. Pool furniture shall NOT be removed from the pool deck.
- 14.19 Guests per unit are limited to four (4), anyone who wishes to have more than four guests may obtain written permission from the Board. Day guests must be accompanied by an owner. Anyone wishing to have a private function around the pool may seek written permission from the Board.

Section 15. Lighting

- 15.1 All exterior lighting shall be installed and maintained in accordance with lighting schematics and cut sheets approved by the Bureau of Protected Species Management in the Office of Environmental Services of the Florida Fish and Wildlife Conservation Commission, or its successor, and no additional exterior lighting is authorized.
- 15.2 All balcony lights shall utilize (turtle friendly) incandescent or LED bulbs of 50 watts or less for any lighting facing east and/or visible at the top of the dune from the beach.

Section 16. Leases

- 16.1 If anyone other than the unit owner uses the unit for any length of time without the presence of the owner, for which remuneration of any kind is received by the owner or the owner's proxy, such arrangement is considered the rental of the unit, requiring a lease. Such lease is thus subject to the provisions of this section.
- 16.2 No lease shall be for a term of less than thirty (30) days or more than two (2) years. No unit shall be leased or subleased more than three (3) times in a calendar year.
(Declaration: Article XVII 6)
- 16.3 All leases must be written and forwarded to Management prior to the start of the lease.
- 16.4 A copy of the lease must be forwarded to the Association or its Agent within three (3) business days of signing. All tenants must acknowledge that they have received and will observe all provisions of the By-Laws and these Rules and Regulations, as may be amended from time to time. All leases must be approved by the Association or its Agent.

- 16.5 Should the owner fail to forward a lease, the Board of Directors will send notice to the owner to correct the omission. If the omission is not corrected within fourteen (14) days, the Board may levy a fine.

Section 17. Unit Owner Responsibility

- 17.1 Each unit owner will make his family members, guests, visitors, tenants, agents, or contractors, etc. aware of the recorded Documents of Oceanhouses at Southpointe, Inc., these Rules and Regulations, as amended from time to time, Ocean Village Rules and Regulations, as amended from time to time, and to apprise them of the importance of compliance herewith.
- 17.2 The owner is expected to leave a copy of these Rules and Regulations and the Rules and Regulations of Ocean Village within easy access for any occupant of the unit.
- 17.3 **Each unit owner is required to furnish a purchaser with a copy of the recorded Condominium Documents, and these Rules and Regulations, as amended from time to time; Ocean Village recorded Documents, and Rules and Regulations as amended from time to time.**
- 17.4 Each unit owner and occupant, jointly and severally, shall be responsible for damages caused by owner, occupant, tenant, guest, contractor, pet, etc. to the common elements, and Association property, including all facilities and equipment used in common by owners and occupants and their guests, family members, agents, etc. This liability for damage includes damage caused by the delivery, installation or moving of personal items. **Owner shall be responsible to verify that any contractor under their employ, shall have adequate and appropriate insurance.**
- 17.5 Each unit owner and occupants shall be responsible for any violation of the Declaration of Condominium, Articles of Incorporation, By-Laws, and the Rules and Regulations, as may be amended from time to time, by any tenant, guest, family member, agent, etc.
- 17.6 All complaints and suggestions to the Board of Directors must be in writing (or email) and signed by the owner or occupant and submitted to the Management Company.
- 17.7 **Owners must shut off water valves when owner(s) will be absent from the unit for more than 24 hours.**
- 17.8 Owners will limit non-emergency construction/renovation to the hours between 8 a.m. and 6 p.m., Monday through Saturday. If possible, major renovations should ideally be done in the off- season, from May 1 to September 30.

Section 18. Miscellaneous

- 18.1 The invalidity in whole or in part of any provision, sentence, clause, phrase or word contained in these Rules and Regulations, shall not affect the validity of the remaining portions herein, all of which shall remain in full force and effect.
- 18.2 The captions in these Rules and Regulations are inserted only as a matter of convenience and for ease of reference and in no way define or limit the scope of these Rules and Regulations.
- 18.3 The failure of the Association to enforce any provision of the Rules and Regulations shall not constitute a waiver of its right to do so thereafter.
- 18.4 The Board of Directors is authorized to impose fines in accordance with the procedures set forth in our Declaration of Condominium and By-Laws.
- 18.5 All monies received from fines shall be allocated as directed by the Board of Directors.

Limited exceptions to Rules and Regulations may be made with written permission from Board of Directors.

Board of Directors

Oceanhouses at Southpointe

2000 Windward Drive

Ft. Pierce, FL 34949

Ocean Village Property Owners Association

Key Policy

The following procedures for keys have been implemented by the Ocean Village Board of Directors effective December 1, 2006.

1. All keys have been moved from the Maintenance Building to the Administration Building. No owner keys will be held by Maintenance or Security.
2. Administrative staff will give out owner keys to the exterminator for regular service. Under no circumstances will keys be given out to contractors, housekeepers, window washers, guests, delivery services, or anyone else other than to the owner himself or herself. Owners requiring a key on a non-emergency basis will incur a charge. Locking yourself out of your Unit is not considered to be an emergency. (It is suggested that owners install a lock box for use by contractors, housekeepers, window washers, tenants, guests, etc.

Liability to the POA and the Security and Maintenance staffs require these changes. There have been a number of law suits along the Treasure Coast arising from the failure of communities to address the key issue. Some clusters are having their own management companies retain duplicates of all owner keys in their cluster, while others are requiring their residents to install lock boxes, which can be obtained and installed at minimal cost. Please make sure that your owners are aware of these changes.

* * *

RESIDENTIAL LEASE AGREEMENT

THIS LEASE (the "Lease") dated this _____ day of _____, _____

BETWEEN:

Vincent and Vanessa Reyda

(the "Landlord")

- AND -

TBD

(the "Tenant")

(individually the "Party" and collectively the "Parties")

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

Leased Property

1. The Landlord agrees to rent to the Tenant the condo, municipally described as #3034, Windward Drive, Ft. Pierce, Florida 34949 (the "Property"), for use as residential premises only.
2. No guests of the Tenants may occupy the Property for longer than one week without the prior written consent of the Landlord.
3. No animals are allowed to be kept in or about the Property.
4. Subject to the provisions of this Lease, the Tenant is entitled to the use of parking on or about the Property.
5. The Tenant and members of Tenant's household will not smoke anywhere in the Property nor permit any guests or visitors to smoke in the Property.

6. The Tenant and members of Tenant's household will not vape anywhere in the Property nor permit any guests or visitors to vape in the Property.

Term

7. The term of the Lease commences at 12:00 noon on April 1, 2020 and ends at 12:00 noon on May 1, 2020.

Rent

8. Subject to the provisions of this Lease, the rent for the Property is \$ _____ per month (the "Rent").
9. The Tenant will pay the Rent on or before the 1 of each and every month of the term of this Lease to the Landlord at #Unit #4, 247 Wayland Ave, Providence, Rhode Island 02906 or at such other place as the Landlord may later designate by check.

Security Deposit

10. On execution of this Lease, the Tenant will pay the Landlord a security deposit of \$500.00 (the "Security Deposit").
11. The Landlord will hold the Security Deposit at a non-interest bearing account solely devoted to security deposits at _____ located at _____
12. The Tenant is not entitled to interest on the Security Deposit.
13. The Landlord will return the Security Deposit at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear nor for any deduction prohibited by the applicable legislation of the State of Florida (the "Act").
14. During the term of this Lease or after its termination, the Landlord may charge the Tenant or make deductions from the Security Deposit for any or all of the following:
 - a. repair of walls due to plugs, large nails or any unreasonable number of holes in the walls including the repainting of such damaged walls;
 - b. repainting required to repair the results of any other improper use or excessive damage by the Tenant;
 - c. unplugging toilets, sinks and drains;

- d. replacing damaged or missing doors, windows, screens, mirrors or light fixtures;
- e. repairing cuts, burns, or water damage to linoleum, rugs, and other areas;
- f. any other repairs or cleaning due to any damage beyond normal wear and tear caused or permitted by the Tenant or by any person whom the Tenant is responsible for;
- g. the cost of extermination where the Tenant or the Tenant's guests have brought or allowed insects into the Property or building;
- h. repairs and replacement required where windows are left open which have caused plumbing to freeze, or rain or water damage to floors or walls;
- i. replacement of locks and/or lost keys to the Property and any administrative fees associated with the replacement as a result of the Tenant's misplacement of the keys; and
- j. any other purpose allowed under this Lease or the Act.

For the purpose of this clause, the Landlord may charge the Tenant for professional cleaning and repairs if the Tenant has not made alternate arrangements with the Landlord.

15. The Tenant may not use the Security Deposit as payment for the Rent.

Inspections

16. At all reasonable times during the term of this Lease and any renewal of this Lease, the Landlord and its agents may enter the Property to make inspections or repairs, or to show the Property to prospective tenants or purchasers in compliance with the Act.

Tenant Improvements

17. The Tenant may NOT make improvements to the Property.

Insurance

18. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss.

Attorney Fees

19. In the event that any action is filed in relation to this Lease, the unsuccessful Party in the action will pay to the successful Party, in addition to all the sums that either Party may be called on to pay, a

reasonable sum for the successful Party's attorney fees.

Governing Law

20. This Lease will be construed in accordance with and exclusively governed by the laws of the State of Florida.

Severability

21. If there is a conflict between any provision of this Lease and the Act, the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.
22. The invalidity or unenforceability of any provisions of this Lease will not affect the validity or enforceability of any other provision of this Lease. Such other provisions remain in full force and effect.

Amendment of Lease

23. This Lease may only be amended or modified by a written document executed by the Parties.

Assignment and Subletting

24. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Property or any part of the Property. Any assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

Damage to Property

25. If the Property should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor and the Landlord decides not to rebuild or repair the Property, the Landlord may end this Lease by giving appropriate notice.

Care and Use of Property

26. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Property or to any furnishings supplied by the Landlord.

27. The Tenant will not engage in any illegal trade or activity on or about the Property.
28. The Parties will comply with standards of health, sanitation, fire, housing and safety as required by law.
29. If the Tenant is absent from the Property and the Property is unoccupied for a period of 4 consecutive days or longer, the Tenant will arrange for regular inspection by a competent person. The Landlord will be notified in advance as to the name, address and phone number of the person doing the inspections.
30. At the expiration of the term of this Lease, the Tenant will quit and surrender the Property in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and tear excepted.

Rules and Regulations

31. The Tenant will obey all rules and regulations of the Landlord regarding the Property.

Address for Notice

32. For any matter relating to this tenancy, the Tenant may be contacted at the Property or through the phone number below:
 - a. Name: TBD.
 - b. Phone: _____
33. For any matter relating to this tenancy, whether during or after this tenancy has been terminated, the Landlord's address for notice is:
 - a. Name: Vincent and Vanessa Reyda.
 - b. Address: #Unit #4, 247 Wayland Ave, Providence, Rhode Island 02906.

The contact information for the Landlord is:

- c. Phone: (973) 765-7488.

General Provisions

34. All monetary amounts stated or referred to in this Lease are based in the United States dollar.
35. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any

subsequent defaults, breaches or non-performance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.

36. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each Party. All covenants are to be construed as conditions of this Lease.
37. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by the Landlord as rental arrears.
38. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
39. Locks may not be added or changed without the prior written agreement of both Parties, or unless the changes are made in compliance with the Act.
40. The Tenant will be charged an additional amount of \$0.00 for each N.S.F. check or checks returned by the Tenant's financial institution.
41. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
42. This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
43. This Lease constitutes the entire agreement between the Parties.
44. During the last 30 days of this Lease, the Landlord or the Landlord's agents will have the privilege of displaying the usual 'For Sale' or 'For Rent' or 'Vacancy' signs on the Property.
45. Time is of the essence in this Lease.

IN WITNESS WHEREOF TBD and Vincent and Vanessa Reyda have duly affixed their signatures on this _____ day of _____, _____.

Vincent and Vanessa Reyda

TBD

The Tenant acknowledges receiving a duplicate copy of this Lease signed by the Tenant and the Landlord on the _____ day of _____, 20____.

TBD