



**ATLANTIC OCEAN CLUB CONDOMINIUM APARTMENTS, INC.**  
**RULES AND REGULATIONS**  
**REVISED EFFECTIVE: FEBRUARY 2023**

**SECTION A. GENERAL HOUSE RULES**

For the purpose of interpreting these Rules, the words with initial letters capitalized are defined terms. The Rules and Regulations may be amended from time to time, to convey the wishes of the Atlantic Ocean Club Condominium Apartments, Inc. (the "Association" or the "Ocean Club"), as approved by the Board of Governors (the "Board").

The Ocean Club is a building of private residences. The privacy, peace and comfort of regular residents should not be disturbed by Guests and Visitors. Following these rules will ensure neighborly relations between an Owner, their Guests, Visitors and the other Residents. Violations of the Rules may result in penalties being assessed pursuant to state law. Failure to pay any fines may result in the loss of use of the recreational common elements to all persons in that Unit.

**A1. VISITORS AND GUESTS**

Visitors and Guests of Owners are welcome. Visitors shall be deemed those on premises for the day and accompanied by the Owner or Tenant. Guests shall be deemed those who are staying overnight whether accompanied by the Owner or Tenant or not. It will be the Owner's responsibility to see that their Visitors and Guests are acquainted with the Rules and Regulations governing the use of the public areas, facilities, pool, and beach areas. Owners and Tenants of the Ocean Club must register their Guests in the Business Office and obtain a Guest Identification Card, which gives Guest the privilege of using our Recreational Areas.

**A1a. OCCUPANCY**

Total occupancy must not exceed four (4) persons in a one-bedroom unit, six (6) persons in a two-bedroom unit and eight (8) persons in a three- bedroom unit.

### **A1b. REGISTERING GUESTS**

Any Guest staying with an Owner or Tenant, and when an Owner turns over apartment occupancy to the Owner's Guests, the Office must be furnished in writing the names, time of arrival and the length of their stay. A Guest shall not have the right to invite other Guests to stay overnight. All Guests upon their arrival must register with Front Desk.

### **A1c. GUEST LIMIT**

When an Owner is not in residence, visits by Guests, not to exceed 21 days, will be limited to once a year: Immediate family are not included in this restriction. Immediate family as used herein shall be defined as spouses, significant others, parents, and brothers, sisters, nieces, nephews, children and grandchildren of Owner and Owner's spouse and their spouses.

### **A1d. GUEST AND VISITOR RULES**

All Guests and Visitors must sign in with the Front desk and present their government issued identification. Identification will be scanned. All Visitors, including food deliveries and process servers, and Guests without keys, must be announced to the Resident. All Guests and Visitors must abide by the Rules. The Owner should advise the Guests or Visitors that their stay can be terminated if any of the Rules or Regulations are violated.

Front Desk will provide a copy of the Rules and Regulations to Guests upon request. When Visitors come to visit for the day, they do not have use of the facilities unless accompanied by the Owner.

No more than 8 outside Visitors and/or Guests per unit may use the Building Facilities at the same time, excluding preapproved parties in the Party room or Cocktail Lounge.

### **A1e. KEYS AND FOBS FOR GUESTS**

Owners are responsible for furnishing keys or fobs to their apartments to Guests, Visitors, and contractors. Management will not provide keys or fobs without a written authorization. An Owner must provide a written authorization to Front Desk which lists persons they wish to enter their apartment.

## **A2. USE OF APARTMENT UNITS**

The apartment units shall be used for single family residences only. Single family shall be defined as parents, brothers, sisters, children and grandchildren of record title holder or of record title holder's spouse, nieces, nephews and significant others and their families. Single family shall also include no more than two unrelated persons living together as a single housekeeping unit.

### **A2a. COMMERCIAL ACTIVITY**

No commercial activity of any nature shall be permitted except for personal services provided to Residents. Commercial activity shall be defined to include the storage or parking of commercially marked vehicles (marking to include writing or logo) or vehicles clearly used for business purposes which, by way of example only, shall include tow trucks, dump trucks, equipment vans (indicated by attachments for the carrying of ladders, glass, etc.) advertisements for the sale of goods or services sales type literature, of any sort, within the building. Owners and Guests may only advertise by placing literature in the mailroom.

### A2b. CLASSES

Classes for instruction which are attended only by Residents and overnight Guests may be conducted with the permission of the Board of Governors. Non-residents and daily Visitors may NOT attend any classes or instruction. Any instructor must provide proof on insurance covering their activities and all participants must sign releases for each class.

### A2c. SOLICITATION

No apartment Owner, Guest or any other person, shall be permitted, directly or indirectly, to solicit the sale of services, goods, wares or merchandise. Charitable fund drives must be conducted by mail. Residents participating in such drives must observe this regulation. No political electioneering shall be permitted in the building. With the approval of the Board of Governors a vendor may place a reasonable amount of literature in the mail room or other designated areas.

### A2d. SMOKING

There will be no smoking in any interior public areas of the building (Lobby, Halls, Club Level, Parking Garage, Patio, Swimming Pool Deck, etc.) or within fifty (50) feet of any Building entrance, with the following exception: Smokers approaching the building with lit smoking materials must dispose of them in containers provided for that purpose and not by crushing them on the pavement.

Smoking is permitted on the southeast corner of the patio and the designated area of the pool Deck.

### A3. ATTIRE

No person shall appear in the Main Lobby or public rooms in swimming suits without a cover-up. Shirts and footwear must be worn. Persons wearing wet swimming attire, whether covered or not, and all persons leaving the beach, must use the service elevator.

### A4. ANIMALS

The Ocean Club Condominium is a NO ANIMALS BUILDING. In compliance with Federal and state laws, and the documents of the Condominium, the Ocean Club Condominium enacts the following policies:

A4a. Only properly authenticated service animals and emotional support animals are permitted in the building. For legal reasons three persons who have animals in violation of these Rules are permitted to retain their specific animals. This specific exception applies only to the animals currently in residence. This exception does not apply to a new or replacement animal which is prohibited. ALL ANIMALS must be vaccinated for rabies, parainfluenza, distemper, hepatitis, parvo and bordetella. These 3-year vaccinations must be updated upon their expiration.

A4b. On an annual basis, Residents and Guests who wish to apply for an accommodation to the building's "no animals" policy must bring their properly updated certifications of their need for a service animal or therapy animal to accommodate their disabilities to the office to be permitted to continue to have an animal in the building.

A4c. All animals must be on a leash no greater than six (6) feet in length when outside the Residents unit.

A4d. All Residents must control the noise made by service or emotional support animals whether within the unit, on the balcony or outside the unit. No excessive noise will be permitted.

A4e. All animals must use the service elevator except for service animals for the blind or vision impaired and emotional support animals WHEN ACCOMPANYING THE DISABLED PERSON ONLY. All persons who assist the disabled person must use the service elevator with the animal if not accompanied by the disabled person.

A4f. No animals may release their waste outside the Owner's Unit in the building, on the condominium property, on the balconies or patios. Emotional support cats and birds may use their litter boxes. No accumulation of waste is permitted in the Unit.

A4g. In the event of an accident, animal Owners must immediately clean up the waste and wash and sanitize the area.

A4h. All Owners are responsible for all damages and rule violations caused by their animals and those of their Guests and Visitors.

A4i. After one warning, each violator will be assessed a fine of \$100 per animal per violation. Failure to pay the fines assessed may result in a prohibition in using the condominium's recreational facilities and all remedies available by law.

## A5. CHILDREN

A5a. Children are not permitted to play in the public halls, stairways, public rooms, lobby, or elevators.

A5b. Children are not to interfere with the operation of the elevators, nor shall their conduct inconvenience Owners in any manner.

A5c. Owners are responsible for any damage caused by their children or Guests.

A5d. Children must wear footwear at all times when in public areas of the Ocean Club Condominium.

A5e. Front Desk should be contacted if you observe an issue.

## A6. NOISE

City Ordinance prohibits excessive noise after 11:00 PM

A6a. No excessive noise shall be permitted. If a complaint of excessive loud noises is called in from another resident to Front Desk, the person responsible for the noise will be contacted by Front Desk. If further steps are required, the Manager will be contacted for further action.

A6b. Loud talking, loud sounds and loud parties disturb other residents. Please prevent any disturbance to others.

**A7. PROPERTY DAMAGE**

**A7a.** Residents and their Guests shall not mark, mar, damage, destroy or deface any part of the building, equipment, or furnishings, inside or outside. If any of these acts are committed, Resident and/or Owner shall be responsible for the cost of restoring the area affected.

**A7b.** Claims for reimbursement for damage to personal property on common areas by Owners, Residents or Guests will not be honored unless, in the opinion of the Board, the Association was negligent.

**A7c.** In the interest of preventing water damage, the water to individual apartments MUST be turned off by the Resident during any absence that exceeds one week. The Association is authorized but not responsible to turn off the water if the Resident fails to do so. As per applicable law, unit owners are responsible for water damage by unit owner's failure to turn off their water. Should a unit owner need assistance to turn off the water, the unit owner should request at the office to schedule an in-person appointment to have staff members assist to turn off the water.

**A8. BUILDING EMPLOYEES**

**A8a.** Building employees are not permitted to perform personal services during their regular duty hours.

**A8b.** Building employees may be hired for work only after they clock out of their time for the Association.

**A8c.** The Association is not responsible for any work or actions of the Association employees while not performing services for the Association.

**A8d.** Any criticism of building employees' work or conduct should be reported to the Manager in writing. No Owner or Guest should direct or reprimand any employee of the building or any tradesman working under the direction of the Manager. Any complaint of the Manager by an Owner should be submitted in writing to the Board of Governors.

**A9. LOBBY**

**A9a.** Walking through the Lobby in bathing attire with our cover-ups and shirts or in bare feet is strictly prohibited.

**A9b.** Children, while welcome, are not allowed to play in the Lobby.

**A9c.** Eating and/or drinking is strictly prohibited in the lobby elevators, staircases, hallways and most common areas.

**A10. PASSENGER ELEVATORS**

**A10a.** Children under 7 are not to operate elevators unless accompanied by an adult.

**A10b.** The use of elevators by children is, always, the responsibility of the parents and Owner host.

A10c. Children are known to press many buttons at one time, causing malfunction of the electronic system. If any such misuse of the elevator is found, the parents of the offender will be responsible for any expense incurred. Please do not press up and down buttons at the same time.

A10d. Proper attire is required. Persons wearing wet swimming attire, whether covered or not, and all persons leaving the beach, must use the service elevator.

**A11. SERVICE ELEVATOR**

A11a. Grocery carts, luggage carriers and other wheeled vehicles, with the exception of wheelchairs, must use the service elevator.

A11b. All furniture and other bulky items must be transported on the service elevator.

A11c. All service personnel (repairmen, tradesmen, deliverymen, etc.) must use the service elevator.

**A12. SHOPPING & LUGGAGE CARTS**

A12a. The service elevator is to be used for all grocery and wardrobe/luggage carts.

A12b. CARTS ARE NOT TO BE LEFT IN ANY SERVICE AREA. THIS IS A FIRE CODE VIOLATION AS WELL.

A12c. Carts must be returned inside the service elevator.

A12d. Carts are not to access the lobby except for residents of the Lobby level.

**A13. HALLWAYS, STAIRWAYS & ENTRANCE DOORS**

A13a. Hallways, stairways and entrance doors must be kept clear. No doormats are permitted.

A13b. Stairway doors must be kept closed at all times never be propped open for any purpose.

A13c. Doors to apartments from hallways are to be kept closed.

A13d. Garage level entrance doors to the interior of the Ocean Club must always be locked except when in use.

A13e. Laundry, dry cleaning, supplies, baby strollers or other articles shall not be placed in the halls or in the staircase landings.

A13f. If a Resident does not expect to be home for laundry and/or dry- cleaning pick-up, the items may be left in the Receiving Room to await the pick-up driver.

**A14. TRASH CHUTES AND RECYCLING**

There is a trash chute on each floor located near the service elevator. The trash chute is not an incinerator but empties into a compactor.

**A14a.** DO NOT force anything too large for the trash chute into the chute. This may cause a blockage and could possibly damage the trash chute. DO NOT throw any bottles or cans with liquid in them down the chute. ALL TRASH MUST BE BAGGED AND TIED SECURELY BEFORE PLACING IN THE TRASH CHUTE.

**A14b.** ONLY Third-Class Mail, Newspaper and Magazines may be deposited in the Recycling bin located in each service area.

**A14c.** Large boxes which cannot be broken down may be left next to the recycling bin for disposal by employees.

**A14d.** Disposing of inflammable, explosive, hazardous or noxious substances such as paint, mineral spirits, petroleum products, acids, caustics, etc., through the trash disposal system is prohibited. SUCH SUBSTANCES ARE ILLEGAL. DISPOSING OF THEM THROUGH THE TRASH DISPOSAL SYSTEM IS A VIOLATION OF THE FLORIDA STATUTES.

**A14e.** The garbage disposal unit in your kitchen should be used for the disposal of all food waste.

#### **A15.** DELIVERIES

**A15a.** If you are not home when delivery is made, goods and packages will be accepted and kept in the Receiving Room. The Association will not be responsible for damage to any such property.

**A15b.** C.O.D. deliveries will not be accepted unless the funds for payment of charges are left at the Receiving Desk in advance.

#### **A16.** RESTRICTED AREAS

For safety reasons, the following areas must be considered off limits to all persons, except authorized personnel:

- Electrical Power Room
- Air-Conditioning and Pump Equipment Room
- Air-Conditioning Equipment Room
- Elevator Equipment Room
- Walkway outside of glass enclosure on Pool Deck
- Any Designated Construction Area
- FOB Control Room
- Cable/Fiber-Optic Room/ WIFI Room

**A16a.** Fines Imposed: Fines up to \$1,000.00 per person, per occurrence, will be imposed when violating Restricted Access Areas. Additionally, any and all fines the Condo Association might incur from the City, State or Federal entities, will be passed on to the offending party.

#### **A17.** IN CASE OF FIRE

**A17a.** If there is a Fire in your apartment: Call 911 for the Fire Department. If the fire is small enough, you can attempt to put it out with your fire extinguisher, or one of the three fire extinguishers located in the Hall. It is recommended that the residents keep a fire extinguisher in their apartment.

**A17b.** If you cannot put the fire out then leave the apartment, activate the fire alarm in the Hall, and leave the building via the stairwells. Do not attempt to use the elevators.

**A17c.** If you hear the Fire Alarm: Look out in the Hall. If you see no smoke, go back to your apartment and stay there.

**A17d.** If there is smoke in the Hall: Turn off your A/C. (The A/C gets its air from the Hall). Leave the building via one of the stairwells. Do not attempt to use the elevators. If there is so much smoke that you cannot leave, go back to your apartment and put wet towels at the bottom of doors leading to the Hall.

**A17e.** If you are disabled and there is smoke in the Hall: If you are disabled and see smoke in your hall, shut the door, turn off the A/C, lay wet towels at the bottom of any doors that lead to the Hall, stay in your apartment, and wait. The concrete walls of your apartment will protect you from an adjacent fire. Within an hour the Fire Department will get to you. If you are disabled let the staff know that you will be staying in your unit in the event of a fire in the building.

**A17f.** If you are disabled and staying at Ocean Club during an evacuation order, NOTIFY THE OFFICE.

## **SECTION B. CONSTRUCTION & RENOVATION RULES**

### **B1. MAJOR CONSTRUCTION / RENOVATION PROJECTS**

All major construction/renovation projects require a Building Permit issued by the City of Fort Lauderdale.

**B1a.** The Building Permit for a major construction/ renovation project must be applied for by an Architect, Certified General Contractor, or Certified Building Contractor.

**B1b.** An approved set of plans and specifications for construction/renovation projects must be sealed by an Architect or Structural Engineer and must be submitted to the office before beginning any work.

### **B2. CONTRACTOR QUALIFICATIONS & WORKERS COMP INSURANCE LIMITS REQUIREMENTS**

As per Title XXXII, Chapter 489, REGULATION OF PROFESSIONS AND OCCUPATIONS (489.113 Qualifications for Practice: restrictions), all Contractors must be licensed by the state of Florida.

**A CERTIFIED GENERAL CONTRACTOR** is one licensed by the State of Florida to remodel any type of residential or commercial unit, regardless of height. The Certified General Contractor's license begins with the letters CGC followed by the license number.

**A CERTIFIED BUILDING CONTRACTOR** is one licensed by the State of Florida whose services are limited to construction of commercial buildings and single- dwelling or multiple-dwelling residential buildings, which do not exceed three stories in height, and accessory use structures in connection therewith, if the services DO NOT AFFECT THE STRUCTURAL MEMBERS OF THE BUILDING. Structural elements may include external and internal load- bearing brick or masonry walls, mud walls or timber-framed walls; columns of stone, cast iron or concrete; stone, brick, or concrete vaults; timber, iron or steel beams, trusses, and girders. A Certified Building Contractor's license begins with the letters CBC followed by the license number.



**A RESIDENTIAL BUILDING CONTRACTOR** is limited by the State of Florida to construction, remodeling, repair or improvement of one, two or three family unit residences not exceeding two stories in height and accessory use structures therewith. Therefore, a RESIDENTIAL BUILDING CONTRACTOR is neither licensed or permitted to perform construction services at or in the Ocean Club. A RESIDENTIAL BUILDING CONTRACTOR'S license begins with the letters CRC followed by the license number.

**B2a.** Certified General Contractors, Certified Building Contractor, Plumbers, Electricians and HVAC contractors must provide:

- A Certificate of Insurance naming the Ocean Club as a Certificate Holder
- Proof of Liability and Workers Compensation Insurance
- Liability Insurance in the minimum amount of \$1,000,000
- Worker's Compensation Insurance as required by Law or a Certificate of Exemption of Worker's Compensation Insurance.

**B2b.** **Handyman and Individuals picking up items from the Units:**

- These services cannot include structural, electrical, plumbing repair or replacement. (See B2a.) Reoccurring handymen in the building and utilized by many Unit Owners, it is recommended that proof of insurance be kept on record. Otherwise, any liability will be on the unit owner's insurance and proof of such insurance is required to be on file.
- For item pickup and general cleaning, the owner's liability insurance will suffice, (and proof of such insurance is required to be on file) and verification of the individuals will not be needed. If there is an issue while picking up these item (China Cabinet, Bed, Dining set, etc.) the liability will be on the Unit Owner.

**B2c.** **Deliveries:**

- All delivery company that are branded, BestBuy, Amazon, Furniture stores, etc. are insured and have appropriate W/C, so there should be no need to verify these for delivery services. Including their sub-contractors.
- Non-branded deliveries need to be scheduled with security and if they are transporting past the receiving dock, proof of insurance is required to be provided. Preferably when the delivery time is scheduled.

**B3.** **HIRING REPAIRMEN (HANDYMEN)**

Owners must arrange directly with repairmen and outside service people for repairs.

**B4.** **APARTMENT ACCESS**

Management is not permitted to admit anyone to your apartment without your written authorization.

**B5.** **HOURS OF CONSTRUCTION**

Except in cases of emergency, Owners doing repairs or construction, repairmen, outside service people and tradesmen must limit their hours to between 8 am and 4 pm Monday through Friday.

**B6.** **REGISTRATION**

Repairmen and outside service people must register with Front Desk and are to check in and out through the Receiving Room. Contractor licenses and Liability insurance policies must be scanned, or copies provided. A list of all employees who may be appearing on site must be provided.

**B7. DEBRIS**

All Certified General Contractors and Certified Building Contractors, Tradesmen, and Owners doing construction and tradesmen must remove their debris from the Ocean Club or place it in a dumpster rented by the Owner for this purpose. Do not place building debris, discarded furniture, etc. in the Ocean Club's dumpsters or service areas.

**B8. HALLWAY PROTECTION**

Carpeting in the hallways must be covered with plastic sheets from the service room door to the Unit where work is being done, at the Owners' expense.

**B9. REPLACING APPLIANCES**

If you decide to replace your refrigerator, stove, dishwasher and either your washer or dryer or both, you must arrange with the appliance store to remove any of the above listed appliances.

**B10. WASHER AND DRYER CONNECTIONS**

Washers and Dryers must be connected to water supply and drainage in the kitchen.

**B11. APPLIANCE REMOVAL BY THE OCEAN CLUB**

If the Association removes any replaced appliances from the property, the Owner will be charged for the removal of same.

**B12. MOVING OF FURNITURE & FREIGHT**

The service elevator is available for furniture or heavy freight shipments between 8 am and 4 pm, Monday through Friday. The office must be notified if you need to use the service elevator.

**B13. STORM SHUTTERS, WINDOWS, AND DOOR BOLTS**

**B13a.** No awnings or other projections shall be attached to the outside walls of the building without permission from the Association.

**B13b.** To install shutters or windows, you must first submit plans and specifications to the office.

**B12b. (1)** Only accordion style shutters may be installed.

**B12b. (2)** Accordion style shutters must be white.

**B12b. (3)** Shutters must be installed at the windows and not at the balcony railings.

**B12b. (4)** All Owners who plan to be absent from their apartments between June 1 and November 30 must remove all furniture and plants from their balcony prior to departing from the building.

**B12b. (5)** If the Association staff is required to remove anything from your balcony or close shutters during a resident's absence in anticipation of a tropical storm, the resident will be charged one hundred (\$100.0) dollars.

**B12b. (6)** Every balcony door must have an added slide lock to keep balcony doors securely closed during tropical storms.

## **SECTION C. DECORATION & ALTERATION RULES**

### **C1. BALCONIES**

Only patio furniture suitable for outdoor use (chairs, cushions, lounges, tables) and plants in baskets, pots, etc., may be placed on apartment balconies. The number of these items that is appropriate for any balcony is at the sole discretion of the Board.

**C1a.** Hanging hooks may not be attached on the balcony ceiling to hang plants or any other objects. This is strictly PROHIBITED.

**C1b.** Watering of balcony plants shall be accomplished so that excess water does not intrude onto balconies below.

**C1c.** Balconies are not to be used as storage areas.

**C1d.** Barbecue grills, laundry, shoes, bathing attire, articles of clothing, cleaning material, etc., shall not be placed anywhere outside the apartment.

**C1e.** Drapes, shades, curtains or blinds shall not be hung on the balcony nor shall the outward appearance of the balcony or building be changed.

**C1f.** Do not throw cigars, cigarettes or sweep dirt or water from your balcony. Hosing off your balcony is not permitted at any time.

**C1g.** Rugs, mops, cloths, brooms, etc. shall not be dusted, shaken, or dried from the balcony.

**C1h.** Outdoor cooking on the balcony is PROHIBITED BY LAW.

**C1i.** No changes by way of additions, painting, decorating or alterations to the outside of the apartment, including the balcony, are allowed.

**C1j.** Carpeting is no longer permitted on the balcony.

**C1k.** Tile is permitted but must be inspected and approved by the Association before installation.

### **C2. WINDOW TREATMENTS**

Window coverings, whether composed of wood, plastic or fabric will show to the outside only the colors of white or off-white. Windows will not show to the outside any pictures, decorations, stickers, or paint of any kind.

### **C3. FLOOR COVERING**

Installing any floor covering other than carpet requires the installation of a sound deadening material with a Sound Transmission Class (STC) rating of at least 50 decibels. Submit the sound deadening material to the Office before installation. Following installation of the sound deadening material, before tile, marble, etc. is installed, contact the Office so that a picture can be taken to verify installation of the sound deadening material. Examples of allowable sound deadening material include one-half (1/2) inch cork and Whisper Mat 1712 or better.

**C4. DECORATION OF OWNER EXTERIOR DOORS AND ENTERANCEWAYS**

No exterior door or exterior entrance way to an apartment door shall be painted, wallpapered, decorated, or covered with any other material or color than that originally provided or subsequently provided in a remodel, by the Association.

The exterior portions of entrance doors will contain only the hardware necessary to operate the door plus an apartment number and resident's name as approved by the Association, except for temporary Holiday decorations.

**C5. TELEVISION, RADIO ANTENNAE, DISK, DISH, ETC.**

Placement of any Television or Radio Antennae or Dish, on an apartment balcony, must first be approved by the Association.

**SECTION D. REAL ESTATE TRANSACTION RULES**

When an Owner contemplates selling or leasing his unit, he shall advise the Association. The Owner will receive the necessary forms prepared by the Association for such purposes. An approval fee per applicant shall be charged in the highest amount permitted by law. An Estoppel Certificate fee is a minimum of \$100.00 or the cost to the Association. All prospective Purchasers and Tenants must be interviewed and approved by the Association.

**D1. USE OF PREMISES**

The use of the premises and facilities and all privileges thereto shall be limited to the legal occupants of an apartment only. Owners and their Tenants may not both use the common areas. The creation of a Tenancy shall delegate use of the common areas to the Tenants.

**D2. SUB-LEASING**

Sub-leasing a leased apartment is prohibited.

**D3. WAITING PERIOD**

No lease of a unit will be permitted within one year of purchase of the unit.

**D4. SHORT TERM RENTALS**

No Air B & B or equivalent short-term rentals are permitted.

**D5. PERMITTED RENTAL PERIOD**

Leases are permitted for up to a one-year period with a minimum of 190 days. Leases are permitted only once in a 12-month period.

**D6. LEASE RENEWALS**

Leases must be approved annually. Any lessee who continues to violate the Rules and Regulations, creates disturbances and becomes a problem for the other residents and/or the Association, will not have their lease renewed.

**D7. REAL ESTATE SHOWINGS**

Realtors must make an appointment with Front Desk to show any apartment that is listed For Sale or For Rent. Management and personnel are NOT permitted to access spare keys for showings. Apartments may be shown between the hours of 8:00 AM to 8:00 PM.

#### **D8. LOCK BOXES**

Lock boxes may be left with the Front Desk for Realtor access. Realtors may get temporary limited access to a fob to show common areas. Driver's license and real estate license or card with real estate license number must be scanned for entry by realtor on each occasion unless already in computer.

#### **D9. CHANGING DOOR LOCKS**

When moving into an apartment, it is advised that you change your locks. A duplicate key, by Law, must be left in the Manager's Office to be used in the event of an emergency. DO NOT change the lock on the air conditioning closet, as the maintenance department must enter for emergencies and for changing the air conditioning filter every three months.

### **SECTION E. AMENITIES**

The amenities of the Ocean Club consist of:

- THE CLUB LEVEL
- DANCE & ART STUDIO (with lockers for artists)
- YOUNG ADULT GAME ROOM
- ADULT GAME ROOM
- PARTY ROOM
- CARD ROOM
- COCKTAIL LOUNGE
- SWIMMING POOL, CABANA DECK & PATIO DECK
- SHUFFLE BOARD TERRACE
- COMMUNAL GAS GRILL
- PRIVATE BEACH WITH LOUNGES AND CABANAS
- 14 PRIVATE RENTAL CABANAS
- BEACH RACK FOR KAYACK STORAGE (Rental fee applies)
- BICYCLE RACKS
- GARAGE & PARKING DECK
- STORAGE BINS

#### **E1. ACCESS**

Access to most amenities is by the unit owners FOB. Any amenity that cannot be accessed in this way, can be accessed by contacting the Front Desk.

#### **E2. HEALTH CLUB**

**E2a.** Hours of operation – 24 hours a day, 7 days a week.

**E2b.** Children under 16 are not allowed in the Health Club.

**E2c.** Gym Attire includes: Tops; shorts or pants; and athletic footwear. Swim wear is not permitted.

**E2d.** Those using the Health Club must wipe down equipment after use. Disinfectant wipes and paper towels are available near the men and women entrance doors.

### **E3. YOUNG ADULT GAME ROOM**

**E3a.** Hours of operation – 8:00 AM to 11:00 PM

**E3b.** Resident children and their Guests 11 to 17 years of age may use the Young Adult Game Room self-supervised. All children 10 years of age or younger must be accompanied by an adult 18 years or older.

### **E4. ADULT GAME ROOM**

Adult Residents and their Guests, 18 years and older, may use the Adult Game Room. Due to a limited number of pool tables, we ask that Residents and Guests refrain from monopolizing any game when others are waiting to play.

### **E5. PARTY ROOM**

**E5a.** The maximum capacity of the Party room is limited to 100 persons consisting of Residents and their accompanied guests.

**E5b.** Special parties requested and sponsored by residents for a specified date must be approved by Management. Please contact the office for reservations. A resident may reserve the Party Room, the Cocktail Lounge or both and must be in attendance at the event. Board of Governors &/or Management have first right of reservations on legal holidays or special events.

**E5c.** Only social events which are requested and sponsored by Residents of the Ocean Club are permitted in the Party Room or other common rooms. No commercial, business, political or charitable events shall be authorized. A list of Rules and Regulations regarding the use of the Party Room will be given to you by the office when you confirm your reservation.

**E5d.** A Guest list of non-resident attendees is to be given to the Front Desk at least 48 hours in advance. Please note maximum capacity of occupants permitted by the Building Department of the City of Fort Lauderdale is limited to 100 (this includes residents in the count).

**E5e.** No trash is to remain overnight in Party Room, Card Room, Bar or Kitchen after a social function. Please be sure the room is completely clean and trash is neatly packed for you to dispose of when you leave.

**E5f.** The sound level (i.e. music) is to be reasonable and within the City of Fort Lauderdale ordinance levels.

**E5g.** Residents and their Guests using these rooms may not unreasonably disturb the quiet and peaceful enjoyment of other residents.

**E5h.** Residents (or their Guests) in violation of any provisions of this agreement will incur a penalty. The deposit will be applied toward the penalty and the resident shall be responsible for any additional costs.

**E5i.** Residents who violate any of the provisions of the rules will not be allowed to use the room again from six (6) months to one (1) year as determined by the Board of Governors.

**E6.**     **RESERVATION POLICY**

**E6a.** The Cocktail Lounge and the Party room maybe rented but not longer than 3 consecutive days. The cocktail lounge, when not in use is available for owners and guests.

**E6b.** An Ocean Club owner may reserve the cocktail lounge and party room to host an event with no cost or fee for the rental however should the event be for an outside entity there will be a non-refundable fee of \$200 per event with limit of 4 per calendar year and any additional requests subject to board review. A higher rate may be set by the Board if approved.

**E6c.** A \$500.00 refundable deposit, paid at time of reservation, shall be required to cover any unforeseen damages or cleaning costs.

**E6d.** If there are twenty-five or more non-resident guests, there shall be an additional Front Desk guard required, with a minimum non-refundable cost of \$100.00, this is strictly an administration fee and does not cover the salary or tip of the guard working the function. The final cost will be determined by Management and charged to the party host. The Front Desk guard is to remain on patrol of the Club Level and not join the party. Event guests shall not be permitted the use of other amenities of the building.

**E6e.** Excessive noise shall be prohibited after 11:00 PM All non-residents must vacate the building by 2:00 AM

**E7.**     **SWIMMING POOL, CABANA DECK & PATIO DECK**

The Swimming Pool is not attended by a Lifeguard. Two Life Preservers must be left on the rack provided for them. They are for emergency use only. ALL PERSONS USING THE POOL DO SO AT THEIR OWN RISK.

**E7a.** Children 14 years of age and younger must be accompanied by an adult.

**E7b.** Suntan oils, creams and lotions must be removed before entering the pool. By law, all persons are required to shower before entering the pool. A warm water shower is provided on the pool deck for that purpose.

**E7c.** Persons with contagious or infectious health conditions are not permitted in the pool.

**E7d.** Chaise lounges and chairs must be covered if persons occupying them have used suntan oils, creams and/or lotions, etc.

**E7e.** Running around the pool is PROHIBITED.

**E7f.** Glass of any type is strictly PROHIBITED on the Pool Deck.

**E7g.** Cigarette and cigar butts must be placed in the receptacles provided for that purpose.

**E7h.** All persons bringing food and/or beverage to the pool area must clean up and dispose of all attendant waste.

**E7i.** Bathers, including children must be properly attired going to and from the pool and the beach. Footwear and cover ups for women and girls, footwear and shirts for men and boys are required. Persons wearing wet swimming attire, whether covered or not, and all persons leaving the beach, whether wet or dry, must use the service elevator. Persons who are unable through a disability, to navigate the stairs between the Club Level and the Pool Deck, may use the passenger elevator between the Club Level and Pool Deck.

**E7j.** Lounges, chairs, and canvas cabanas area for the convenience of Ocean Club Residents and Guests. Do not attempt to reserve them by placing towels or personal articles on them while away from the Pool Deck, Patio Deck and Private Beach.

#### **E8. BARBECUE**

The Barbecue Gas Grill(s) is/are for the exclusive use of the Residents with a reservation and a \$25.00 cleaning deposit. The order of the time the reservation is placed shall control priority. The Front Desk will provide the Rules of Use to the Resident at the time of the reservation and payment of the deposit. FIRE CODE DOES NOT ALLOW BARBECUE GRILLS (GAS OR CHARCOAL) ON THE BALCONIES!!

#### **E9. TENNIS & PICKLE BALL COURT**

Tennis Court rules are posted on the entrance gate to the Tennis Court. Tennis &/or Pickleball courts maybe reserved up to 48 hours in advance. Ocean Club does not have official teams for either game the courts can be reserved up to 48 hours in advance, no standing reservations allowed. In the event a reservation is not going to be used, notify the Front Desk as a courtesy to other neighbors. Please observe and adhere to the rules to avoid inconvenience to others. Key can be check out from the Front Desk in the Lobby.

#### **E10. FIRST FLOOR MEZZANINE (OLD SHUFFLEBOARD TERRACE)**

The First Floor Mezzanine is open daily from 10:00 AM until dark.

#### **E11. PRIVATE BEACH**

The Ocean Club Private Beach is located directly in front of the patio deck and is demarcated by a rope to the south side that separates our beach from the Ocean Summit and to the north side that separates our beach from Ocean Manor Resort & Hotel.

**E11a.** The Ocean Club Private Beach is not attended by a lifeguard. Hazardous Conditions and/or dangerous marine life may be present at any time. ALL PERSONS USING THE BEACH AREA DO SO AT THEIR OWN RISK.

**E11b.** The City of Fort Lauderdale ordinance prohibits pets, alcoholic beverages, food and fires on the beach. Beverages in plastic containers are permitted. Please cooperate in keeping the beach area clean by placing paper, cigarette and cigar butts and trash in the containers provided.

**E11c.** Lounges, Chairs, and blue canvas Cabanas are for the exclusive use of Ocean Club Residents and their guests. Because of the limited number of Cabanas, they are to be used only by Residents and Guests when they are using the Ocean Club Private Beach. Do not try to reserve them by placing towels or personal articles on them while away from the beach area.



**E11d.** If you are using an Ocean Club lounge or chair while you are at the beach and you take either to the high-water line, you MUST return them to the chair storage area so that staff can stack and lock at the end of each day when you have finished using them; repeat offenders may be fined. No Ocean Club lounges, or chairs are permitted in the water.

**E11e.** Please remove tar and sand from your person before returning to the Ocean Club. Facilities for this purpose are provided next to the beach shower and on the patio.

**E11f.** The Ocean Club will not be responsible for personal property left by a Resident or Guest at the beach.

## **E12. PRIVATE CABANA ROOMS**

**E12a.** There are 14 Private Cabana Units owned by Ocean Club which cannot be deeded as personal property. These Cabana Units are available on a lease basis only by Ocean Club Residents. At most times there is a waiting list for their rental maintained in the management office and is available for view on the website (currently Castle's Grid). In the event a cabana unit becomes available current lessee's will be offered first right of refusal to relocate to vacant cabana. Should cabana unit lessee choose to move EVERYONE on the lease must move or forfeit the move. In the event a current cabana lessee wishes to share it will be offered to the next three owners on the waitlist. In the event the next three on the waitlist do not wish to share lessee may choose to stay alone or relinquish the lease. No Resident may sublet in any fashion. No person can skip the order of the list. Rental costs will be based on the size of the Cabana. If a person waives their right to a Cabana when their name is next, they will be removed from the list.

**E12b.** All Guests and Visitor rules apply to use of the cabanas. No overnight use is permitted. No subleasing is permitted. Leases terminate upon sale or rental of apartment units unless Owner has another unit in the building. In the event the Lessee is prohibited from using the common elements, use of the cabana is also prohibited, which may result in loss of cabana lease.

## **E13. BEACH RACK FOR KAYAK STORAGE**

All kayaks must be stored on the beach rack only. No watercraft may be stored on the beach. A rental fee for use of the beach rack must be paid to the Ocean Club Condominium Association.

## **E14. BICYCLE RACKS**

**E14a.** Bicycles racks are found in the parking garage for use by Residents.

**E14b.** All bicycles are to be registered with the office.

**E14c.** Bicycles must be moved within the building via the service elevator.

**E14d.** Bicycles are not allowed in the main lobby.

## **E15. GARAGE & PARKING DECK**

If you have an automobile, scooter, motorcycle, or golf cart, we request you occupy your assigned parking space in the garage. You are permitted to rent your assigned space, if you do not have a vehicle, or you have 2 parking spaces and only one vehicle. You may allow another resident usage of your parking space. However, renting your parking space and then using the guest parking on the upper deck is not allowed. If this violation occurs, your car will be towed at your expense. The following rules must be adhered to if you meet the criteria above and wish to rent your parking space.

**E15a.** Rental. The Lessee must present a “Letter of Consent to Rent” from the Owner of the assigned parking space stating that the Resident will be renting said space, including length of rental. A copy of this letter will be given to Front Desk so that they are aware of the Resident’s authorization to use the space. When Front Desk makes their rounds in the garage and finds an un-authorized vehicle in another Resident’s assigned parking space, a violation notice will be placed on the windshield. If the violation is ignored, the car may be towed. The Ocean Club is legally posted with TOW-AWAY signs in keeping with the law.

**E15b.** Parking decals are available at the Management Office and are to be placed on the inside the windshields on the lower left (drivers) side.

**E15c.** Backing into any parking space, whether in the garage or on the upper parking deck, will be permitted as long as the vehicle has the AOC parking sticker affixed to the driver’s side of the windshield. No vehicle or licensed trailer may extend beyond the painted lines.

**E15d.** Parking north of the Receiving Room is reserved for tradesmen between the hours of 8 a.m. and 4 p.m. Monday through Friday.

**E15e.** All Commercial and Private vans and pickup trucks must be parked on the north side of the building.

**E15f.** No unlicensed or inoperable motor vehicle or trailer or one which is not registered with the Front Desk shall be parked within Guest Parking Spaces or the Garage at the Ocean Club. Any unregistered vehicle may be towed immediately at Owner’s expense.

**E15g.** Owners of unlicensed, unregistered, or inoperable motor vehicles shall be notified by certified mail of their violation of this Section of the Rules and Regulations and given two weeks to remove the offending vehicle. Failure to remove the vehicle, as instructed, will result in the Ocean Club having the offending vehicle towed off the property with the cost of towing and storage of the vehicle borne by the vehicle’s Owner or his/her landlord.

**E15h.** No “For Sale” sign or any other sign of any size shall be placed on or in vehicle parked in any Parking Space. Violators will be notified to remove the sign, within one day of notification. Failure to do so will result in a locksmith being called to open the vehicle so the offending sign can be removed, or the vehicle towed. The cost of either will be borne by the offending vehicle Owner or his/her landlord.

## **E16. LAUNDRY ROOM**

The Laundry Room is for the convenience of Ocean Club Residents only. Non- residents are not permitted to use the Laundry Room.

**E16a.** A maximum of two machines of any type may be used at any one time per apartment.

**E16b.** The filters of the dryers must be cleaned after each use and dryer sheets must be disposed of in the trash receptacle.

**E16c.** When washer and dryer cycle is completed, items must be removed immediately.

**E16d.** The service elevator must be used for transporting laundry to and from the apartments.

**E16e.** If it is necessary to remove washed or dried laundry from a machine because all other machines are in use, the laundry should be placed neatly on the folding table in the laundry room.

**E16f.** All instructions for the use of the equipment are posted in the laundry room and must be observed by all users. Non-residents are not permitted to use laundry facilities.

### **E17. CAR WASH**

The car wash is located on the northeast side of the building. It is available on a first come, first served basis. Hose shall be replaced in holder after use.

### **E18. OCEAN SUITE**

The Ocean Suite is a one-bedroom apartment, located east of the Lobby with a king size bed, a full-size sleeper sofa, a fully equipped kitchen, and linens. It is available for rent by Residents by reservation only. The Suite is for the exclusive use of Owners and their Guests. Details and Rules and Regulations for the Suite are available at the Office.

**E18a.** The resident must be in residence when Guests are occupying the Suite unless provisions are made otherwise.

**E18b.** The minimum rental period is two (2) nights except for holiday weekends when the minimum rental period is three (3) nights.

**E18c.** The maximum rental period is two (2) weeks.

**E18d.** The Owner or Resident who rents the unit is responsible for all damages and for any missing supplies or furniture.

## **SECTION E. COMMUNICATIONS**

The Association will maintain a staff of Front Desk personnel for your safety and protection. The standard of efficiency depends on the cooperation of the Owners and their Guests and Visitors. They are at your service to report accidents, sickness, fires, and other emergencies. Report anything that appears to be of a suspicious nature to Front Desk personnel immediately. Do not use them for problems unrelated to their duties.

### **F1. NOTIFICATION OF FRONT DESK**

If a member is expecting a Visitor, whether it is a Guest, business or serviceman, ambulance or police, advise Front Desk so that they may be easily identified upon arrival.

## **F2. IDENTIFICATION OF VISITORS**

Every visitor unaccompanied by a resident shall have a driver's license or other government identification to be submitted to Front Desk for entry into the building.

## **F3. FREEDOM OF INFORMATION**

To the extent the following Rules are authorized, pursuant to Florida Statutes Section 718.112(2)(a)2., any Owner seeking a written response to a written inquiry shall comply with the following:

Owner inquiries regarding board decisions, Association policies, or information contained in Association files or documents shall be in writing, addressed to the Board of Governors and sent by certified mail.

**F3a.** The Association shall reply to such Inquiries, in writing, within 30 days of the receipt of such inquiries, either substantively, or to indicate legal advice is being sought from counsel or the Division, in which case the time shall be extended per the Statute.

**F3b.** Inquiries shall be restricted to one per month per Owner.

**F3c.** In response to a matter dealing with items in pending or actual litigation or to information gained through the Screening Process, the Owner making the Inquiry will be informed that the information is restricted.

## **F4. REQUEST TO VIEW FILES**

To the extent the following Rules are authorized, pursuant to Florida Statutes Section 718.111(12), any Owner seeking access to review Association Official Records shall comply with the following:

**F4a.** Requests by an Owner or Owner's authorized representative to review files must be made in writing via certified mail and addressed to the Board of Governors.

**F4b.** The Association's response to such requests will be in writing within ten (10) business days of receipt of the Request by certified mail and will set the Date, the Time and Place for such review or make such records available for review, with the requesting party being afforded the opportunity to schedule an appointment with the Staff within the next three (3) business days, or later upon a request for a later date by the requesting party.

**F4c.** The review of records will take place in the presence of a Staff member.

**F4d.** Those making the review may remove files from folders for review, but the files may not leave the place where the review is taking place.

**F4e.** An Owner or his or her authorized representative may use a portable device, including a smartphone, tablet, portable scanner, or any other technology capable of scanning or taking photographs, to make an electronic copy of the official records in lieu of the Association's providing the member or his or her authorized representative with a copy of such records. Otherwise, should an Owner wish a copy of a document that has been reviewed, they should mark the document with a sticker provided by the Staff and replace the document in the file from which it was taken. Staff will then make copies of the marked documents, will notify the Owner when the copies are ready and provide the copies in exchange for a fee of \$0.25 per copy, other than for documents which the Association may charge its actual costs for preparing and furnishing, per the Statute.

**F4f.** Access to Official Records by an Owner or the Owner's authorized representative shall be limited to 4 times per month for no more than 4 hours per viewing.

**F4g.** Access to files that relate to matters in pending or actual litigation or otherwise include work product and/or attorney-client privileged information, are restricted.

**F4h.** Screening Committee files are also restricted, as are other documents as set forth in Florida Statutes Section 718.112(12)(c)3.

**F4i. VENDOR COMMUNICATIONS**

All communication with former, current, and prospective contractors, vendors, or professionals, including but not limited to attorneys, accountants, auditors, engineers, and architects, with regard to Association business, must be limited to and directed by the Board of Governors and Property Management only. Any attempts to communicate directly or indirectly with the contracted party regarding Association business, without written authorization of the Board, may interfere with or impede the proper scope of duties or representation, for which the offending party or parties may be subject to fines and other enforcement action, as determined by the Board.

**SECTION G. MISC**

**G1. FINING PROCEDURES**

In addition to all other remedies, a fine or fines in amount not to exceed that allowed by the Condominium Act (Chapter 718 of the Florida Statutes), as amended from time to time, may be imposed upon a Unit Owner and the Unit for failure of any Unit Owner or Unit Owner's family, guests, invitees, lessees or employees to comply with any covenant, restriction, rule and regulation in the Declaration, Articles of Incorporation, By-Laws or Rules and Regulations (collectively, the "Governing Documents").

**G1a. GRIEVANCE COMMITTEE**

The Board of Governors shall appoint a covenants and enforcement committee ("Grievance Committee") to perform the duties set forth in the Condominium Act to determine whether to confirm or reject a fine or suspension levied by the Board. The Grievance Committee shall consist of three (3) Unit Owners who are not officers, directors or employees of the Association or the spouse, parent, child, brother or sister of an officer, director, or employee of the Association. The Grievance Committee is charged with conducting the hearing and rendering the decision with regard to confirmation of the levy of fines or suspensions by the Board, pursuant to the Condominium Act. Alternate members of the Grievance Committee may be appointed, to be available to serve if a Committee member resigns or is unavailable for hearing.

**G1b. NOTICE**

Prior to the levy of a fine, the Association shall provide written notice to the Unit Owner, and, if applicable, the Unit Owner's family, guest, licensee, invitee, lessee or employee of the reported alleged violation or violations. Verbal notice may be provided first, if a member of the Board of Governors witnesses such violation(s), at the Board's discretion. The written notice shall set forth the violation, the applicable provision(s) of the Governing Documents which have been allegedly violated and the time frame in which the violation must be cured. If the violation is not corrected within the required time frame, the Board of Governors may levy a proposed fine, and provide a "Notice of Fine and Right to Hearing" to the Unit Owner, and, if applicable, the Unit Owner's family, guest, invitee, lessee or employee stating the reason for the fine and the amount of the fine. The Notice of Fine and Right to Hearing will also include a date for a hearing before the Grievance Committee on a date that is at least 14 days from the date of the Notice of Fine and Right Hearing was sent, whereby the Unit Owner, and, if applicable, the Unit Owner's family, guest, licensee, invitee, lessee or employee shall have the opportunity to respond, including the presentation of evidence, on all issues involved.

**G1c. HEARING**

The alleged violation or violations shall be heard by the Grievance Committee. The Unit Owner and, if applicable, the Unit Owner's family, guest, invitee, lessee or employee, who may be represented by counsel, shall have an opportunity at the hearing to present evidence on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material presented to the Committee with respect to any fine levied against him/her/it.

**G1d. FINE**

If a majority of the members of the Grievance Committee determine that there is sufficient evidence of a violation or violations and confirms the fine levied by the Board, the Board of Governors may impose a fine against a Unit Owner or Unit Owner's family, guest, licensee, invitee, lessee or employee in the amount of \$100 per incident or \$100 for each day of a continuing violation, up to a maximum of \$1,000 in the aggregate, or such amount as may be permitted by law. Each instance an infraction or violation occurs after the applicable party has received written notice thereof shall be deemed to be a new and separate infraction or violation. If a Unit Owner or Unit Owner's family, guest, licensee, invitee, lessee or employee for which the proposed fine was levied by the Association does not attend the hearing before the Grievance Committee, the Grievance Committee may approve the imposition of the fine against the Unit Owner or Unit Owner's family, guest, licensee, invitee, lessee or employee. If the Grievance Committee does not approve the fine by a majority vote, the fine may not be imposed.

**G1e. PAYMENT**

Payment. Fines shall be paid not later than five (5) days after notice of imposition thereof or as otherwise provided by law.

**G1f. SUSPENSION OF RIGHT TO USE COMMON ELEMENTS**

Pursuant to the law, the Association may suspend, for a reasonable period of time, the right to use common elements, common facilities, or any other Association property for failure to comply with any provision of the Governing Documents. Such a suspension may not be imposed unless confirmed by the Grievance Committee after notice and an opportunity to be heard in the same manner as the imposition of a fine as set forth herein as pursuant to Florida law. Further, if a Unit Owner or, if applicable, Unit Owner's family, guest, licensee, invitee, lessee or employee fails to pay any fine imposed by the Association within ninety (90) days of notice from the Association of the imposition of such fine, without notice or a hearing before the Grievance Committee, the Association may suspend the right of a Unit Owner, and if applicable, the Unit Owner's occupant, licensee, invitee or tenant to use the Common Elements until the fine is paid. The suspension of use shall not apply to the limited common elements intended to be used only by that Unit, common elements needed to access the Unit, utility services provided to the Unit, parking spaces, or elevators. A suspension for failure to pay any fines shall end upon the full payment of all fine obligations currently due or overdue to the Association. If such a suspension of use is imposed, the suspension shall commence upon notification of the Unit Owner and, if applicable, the Unit's occupant, licensee, licensee, invitee, lessee or employee by mail or hand delivery.

**G1g. NON-EXCLUSIVE REMEDY**

Fines or suspensions levied pursuant to these procedures shall not be construed to be exclusive remedy and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled.