

**AMENDED AND RESTATED  
RULES AND REGULATIONS  
HARBOUR VILLAGE PROPERTY OWNERS ASSOCIATION, INC.**

The following Rules and Regulations adapted by the board on March 11, 2020 shall govern and control the use, occupancy and enjoyment of the Condominium parcel and Condominium property; the aforesaid Rules and Regulations being for the mutual welfare and benefit of all Unit Owners of Harbour Village, hereon referred to as HV. These Rules and Regulations furthermore apply to all persons from time to time occupying, residing and visiting Units within and upon the HV property.

Regulations herein are divided into Four sections as follows:

**SECTION A** - Regulations and rules of a general nature which apply to all common areas of HV.

**SECTION B** - Rules specific to the Club house, swimming pool and pier.

**SECTION C** - Regulations and rules specific to boats and trailers and their use and/or storage.

**SECTION D** – Regulations and rules specific to the units and building.

It is the responsibility of each Unit Owner to assure that all unit occupants (whether owner, lessee, renter, family or guests) are familiar with these regulations. A rules copy should be available in the unit.

These rules and regulations shall apply equally to owners, their family, guests, renters and lessees.

HV Property Owner's Association, Inc. shall have the right to amend these rules and regulations from time to time by a majority vote of the Board of Directors.

All behavior at HV will be in such manner as to respect the rights of other unit owners, guests and residents.

HV administration may issue a warning prior to applying any fine for the breaking of any and all rules. In such case, guest will have 5 days to comply.

**The Board of directors may apply a fine, suspend privileges or remove objects not in accordance with the rules, as per Florida State Statutes 718.303.**

If owners or lessees fail to comply with these regulations Harbour Village Property Owners Association (HVPOA) reserves the right to take necessary action against any person who violates these regulations. The prevailing party in any such action shall recover the costs of such action, including reasonable attorney's fees.

Continual disregard of rules will result in additional fines by the Board of Directors and charges for any damages that occur.

<b>SECTION A – Common Areas</b>	
<b>Rule</b>	<b>Description</b>
A-1	Vehicles shall observe a speed Limit of 10 mph throughout the complex.
A-2	Gate entry and exit must be done on the left-hand side
A-3	Gate must be entered and exited one car at a time. Gate will close immediately after a car passes through.
A-4	Gate must not be forced by hand or held open
A-5	Automobiles, bicycles and recreational vehicles may be parked only in the areas provided and designated for those purposes.
A-6	All guest/lessee vehicles must be registered with the administration
A-7	Vehicles not exceeding ¾ tons may use the standard parking spaces. Vehicles must not interfere with the normal flow of traffic within the parking area.
A-8	No RVs are to be used as living quarters.  Extended sized pick-ups & vans must park in the oversized parking spots only, located towards the canal side of the parking lot, as long as they do not interfere with the flow of traffic within the parking area.
A-9	Boats, trailers or limousines are not allowed to park in the HV parking area except as permitted to load and unload. This activity shall not exceed 3 days. In no case shall this affect the normal flow of other vehicles.
A-10	No major repair or maintenance of a vehicle (excluding temporary emergencies) is to be carried out in the parking area.
A-11	No wrecked or non-functional vehicles are permitted. Vehicles involved in a recent accident may be parked for a period of up to 5 days while proper repairs are arranged.
A-12	No television, radio, satellite, or other antenna or satellite system may be installed on the Common areas by any person other than the Association.
A-13	Commercial vehicles are not allowed to park in the parking area unless they are carrying out contracted work at one of HV units.
A-14	No activity may be carried out in the common areas which may be destructive, offensive or cause a nuisance to any other owner.
A-15	No owner or resident may make any noise including playing or allow to be played in a loud manner any musical instrument, player, radio or television set in his/her unit if the same shall disturb or annoy other occupants of the condominium. This rule applies to common areas and units.
A-16	With prior notification to the administration, Kayaks, Trailers, boats and RV's may be parked in HV's storage area outside the premises.
A-17	Disposition of garbage and trash shall be only by the use of the dumpsters provided. Nothing is to be left outside the dumpsters. Boxes are to be broken down. Items that are too large for the dumpster, such as furniture, must be disposed of by requesting such service from the proper city Waste Management. Items can be taken to the WM facility located behind Home Depot on El Jobean.
A-18	Residents are responsible to dispose at the proper city recycling facility of items that are not allowed as garbage, such as batteries, hazardous waste. Items can be taken to the WM facility located behind Home Depot on El Jobean.
A-19	Construction material must not be disposed of in the garbage dumpsters. Material must be hauled away day of construction/remodeling.
A-20	No owner or guest may actively engage in any solicitations for commercial purposes within HV

A-21	No garage sales are permitted without prior permission from the board
A-22	No cooking or the consumption of any food or beverages is permitted in the common areas except where designated. (see B-5 for exceptions and conditions)
A-23	No firearms shall be discharged within HV
A-24	The activities and behavior of all children whether residents or visitors when upon the condominium property shall be regulated by an adult including physical supervision where necessary. The Directors or their designated representative, shall at all times have the authority to require that the owner, renter, lessee, guest or other adult who is responsible for a particular child remove him/her from any common area if the child's conduct is such that they believe this action is necessary.
A-25	<p>Only domestic pets are allowed. Pets shall be kept on a 'visible' leash at all times when upon the common areas. Residents must clean up after their pet(s) on all common areas of the property. If this is not done, their privilege to have a pet will be revoked and pet will have to be removed from HV. See D-10 for additional restrictions.</p> <p>A Domestic pet is considered to be an animal of a species of vertebrates that has been domesticated by humans so as to live and breed in a tame condition and depend on humankind for survival.</p>
A-26	Residents and their guests must pick up all solid waste of their pets and dispose of appropriately
A-27	No personal items are to be left in common areas. This includes, but not limited to, hallways, barbeques, pool, gardens and docks.
A-28	No portable fire pits or other propane bottles, other than the ones provided for each grill are allowed.
A-29	No consumption of any alcoholic beverage by anyone under the age of 21 is allowed on HV grounds.
A-30	Feeding of birds or wild animal is not allowed anywhere at HV

<b>SECTION B - Club house, Fitness Center, swimming pool and pier</b>	
B-1	No recreational playground or sports equipment shall be placed or installed within HV without board approval, including, but not limited to, basketball backboards, skateboard ramps, scooters or play structures of any kind.
B-2	Clubhouse hours are between 7:00 am and 11:00 pm. Exceptions must be approved by the Board of Directors. Pool hours are restricted to dawn to dusk only. At all time, noise, music etc, should be such as to not to disturb others.
B-3	No smoking or vaping is allowed in the Clubhouse, its veranda or Pool area.
B-4	Since any glass breakage in the pool will require the draining and cleaning of the pool, <b>ABSOLUTELY NO GLASS IS ALLOWED IN THE POOL AREA.</b> Drinks are to be placed in unbreakable containers such as aluminum or plastic glasses. <b>NO EXCEPTIONS.</b>
B-5	Cooking and consumption of food is allowed only in the grill areas. Grills, tables and adjacent area must be cleaned after each use. The preparation and consumption of food in the clubhouse may be done by prior notification and authorization by the board and must be cleaned after each use See B-12
B-6	Both gates to the pool are to remain closed at all times in accordance to county law.
B-7	No children under 13 is allowed in Clubhouse, pool or fitness center without adult supervision.
B-8	Gym equipment must be properly wiped clean and dry after each use.
B-9	No loud music is allowed in the pool area, music should be listened to in such a way as to not disturb others.
B-10	Lights/ air conditioning/heat must be turned off before leaving the Clubhouse and fitness room.
B-11	To reserve the Clubhouse for any function/group: *Owner/Renter must fill out Reservation Form (available from office), as early as possible but not less than 48 hours, prior to the event, to reserve date and time. *After filling out Reservation Form, post it on the Clubhouse Bulletin Board. *Owner/renter must be present at all times during the function. * Cover ping-pong & pool tables with cloths (in closet) if having refreshments. *After function, owner/renter must fill out and sign checklist on bulletin board. * Owner/renter will be responsible for any damage/problems found. * Owner must leave Clubhouse clean and in the same order as received.
B-12	When any common areas are in use, noise is to be kept at a reasonable level and curfews to be respected. (includes Clubhouse, porch, pool area, docks, etc.)
B-14	No pets are allowed in the pool area or Clubhouse. Only Service animals may be allowed in the pool (dry) area. Service animals must be properly registered at the administration. Service animals must be kept on a leash and must remain next to its owner. Service animals must remain outside the pool (water) and properly restrained while owner is inside the pool. <b>A Service Animal is Defined</b> by Title II and Title III of the ADA as any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability

<b>SECTION C – Common Area, Boat Dock, Pier &amp; Storage Compound</b>	
C-1	Swimming is only recommended in the pool.
C-2	All boats and trailers must be registered with HVPOA. Registration will include owner, unit number, make, model, and vessel license number. Registration will also include the insurance company, policy number and expiration date, for both boat and trailer. Insurance must cover all liability for injury or damage to persons, to other boats or to HV property. This list will be reconfirmed at least annually. Lessees must register upon arrival if they wish to use the dock or the compound. Boats or trailers not registered with HVPOA may be removed at owner's expense.
C-3	Boats must be registered to an owner or tenant currently in residence. Neither Dock or storage privileges can be extended to nonresidents.
C-4	Dock space is available on a "first come" basis.
C-5	Dock space is for boats that are in regular use. The dock is not a storage facility.
C-6	Boats must be operated in a safe and reasonable manner to avoid damage to other boats or the dock.
C-7	Children must have adult supervision when using the dock or Pier.
C-8	Use of the dock shall be at the sole risk of the owner/lessee, or their guests. HVPOA assumes no liability for any personal or property loss, injury, or damage arising as a result of boat dock use by owners/lessees, or guests.
C-9	Owners or lessees may use dock space for only one boat per HV unit (subject to available space).
C-10	HV provides off-ground storage as a courtesy to guests and owners and is not responsible for any theft, damage or losses while property is stored. Gate to facility must be locked after exiting.
C-11	Boats on trailers may be temporarily parked in the HV parking lot to allow for packing, cleaning and unpacking. In no case will this period exceed three days and is subject to available space. See A-9
C-12	Trailers stored in the off-ground storage area (compound) must be placed in a manner that allows adequate access to the pumping station and proper access and exit of other items or vehicles in the compound. Authorization must be obtained.
C-13	<b>Electrical Cords:</b> For everyone's safety, when using electrical outlets at the boat dock, residents must use marine grade UL approved electrical cords at all times. Cords must be positioned so as to avoid any tripping hazard and must be unplugged from receptacle and removed from the dock area when not in active use. Under no circumstances can cords be left plugged in when a boat is not present at dock.
C-14	No personal items are to be left on the dock.
C-15	Running or diving is not allowed from the dock.
C-16	No cast netting is allowed from the pier.

<b>SECTION D – Units and Building</b>	
D-1	No external antennas are allowed in common areas.
D-2	<p>No signs, flags, pennants, advertisements, notice or other lettering shall be exhibited, inscribed, painted or affixed by any unit owner on any part of the condominium property visible from the exterior or common areas without the prior written consent of the Association. Provided, however, that a unit owner may display one portable, removable United States flag in a respectful way on the following days: Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day.</p> <p>A unit owner may display in a respectful way, portable, removable official flags, not larger than 4 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.</p> <p>A “Direction to an Open House sale” sign is allowed during an Open House event.</p>
D-3	No wash lines will be erected outside an owner’s unit, including on any porch, balcony, or lanai.
D-4	No unit resident shall discard or permit any items to fall from the windows or balconies.
D-5	All common areas inside and outside the building will be used for their intended purposes and no articles belonging to unit owners shall be kept therein or thereon and such areas shall at all times be kept free of obstruction.
D-6	All units shall be used for residential purposes only in accordance with county ordinance.
D-7	Nothing shall be hung from the windows or balconies other than that specified in D-2.
D-8	For cases of emergency, The Association and the Management Company must always be provided access to all units. If a unit Owner changes the lock on their unit, they must immediately give a copy of the new key to the Association or Management Company so that the master key box can be kept up to date.
D-9	<p>Unit Floor Coverings. All Units above the first floor shall always have the floors covered with wall-to-wall carpeting. except in kitchens, bathrooms, balconies, foyers. and utility or laundry rooms, except as provided below.</p> <p>Hard floor surfaces (tile, marble. wood, etc.) may only be installed in areas other than kitchens, bathrooms, balconies, foyers, and utility or laundry rooms, upon prior written approval of the Board of Directors, which shall condition its approval on the Unit Owner's proof of the installation of appropriate sound-deadening material.</p> <p>Specifications for sound proofing of hard flooring must be approved in writing by the Board or its representative prior to installation, and then the installed sound proofing must be inspected and approved prior to installation of the hard flooring. The minimum sound proofing material that will be approved shall be of such kind and quality to achieve STC and IIC ratings of at least 47 in bathrooms and 52 in all other areas and as the Board may further specify.</p>
D-10	<p>Pets must be properly inoculated.</p> <p>No vicious breed of animal (including but not limited to Staffordshire terriers a/k/a Pit Bulls, Dobermans, Rottweilers, Chows, Presa Canarios, Akitas, Wolf hybrids, Huskies, and similar types of dogs) may be kept at the condominium. The Board of Directors shall have the authority to determine if a breed of dog is considered “vicious”.</p>
D-11	Unit owners shall not drill through walls, floors or ceilings for any reason, unless prior approval is obtained from the Board of Directors. Lanais and walkway are considered "Limited Common Areas", therefore, any alterations or improvements that an owner would like to make must first be approved by the Board of Directors. This includes, but is not limited to, any floor covering

	attached or not attached to the floor, screens, anything attached to the walls or ceilings, hot tubs, etc. Any violation of this rule that results in any damage to any surface of the lanai or walkway will be repaired at the Owner's expense. If a unit is sold, the responsibility for any lanai surface damage will pass to the new owner.
D-12	Unit owners shall not paint or otherwise change the appearance of any exterior wall, door, window, lanai, balcony or any exterior surface; place any sunscreen, blind or awning on any balcony or exterior opening; place draperies or curtains at the windows of any unit without a solid colored liner, acceptable in color to the Board of Directors, facing the exterior of the unit; tint, color or otherwise treat or apply anything to any window which will adversely affect the uniform exterior appearance of the building in the opinion of the Board; plant any planting outside of a unit except upon written approval of the landscaping plan by the Board of Directors of the Association; erect any exterior lights or attach any structures or fixtures within the common elements. Plants are permitted on Lanais.
D-13	There shall be no open flame of any kind on the lanais or walkways.
D-14	The owner of a rented unit retains access rights to the unit as the landlord but shall not have rights to use the common elements of Association property except as a guest.
D-15	Leasing or renting of a unit by an owner (directly or through an agent) for a period of less than one (1) week is prohibited. When a lease is contemplated for a period which is more than one (1) year, the unit owner shall, before commencement of the lease term, furnish in writing to the Association the name of the proposed tenant, the lease terms and other information relative thereto, and obtain the approval of such lease by the Board of Directors of the Association or its designated representatives. Approval shall not be unreasonably withheld, but until approved, such lease shall not be valid.
D-16	All leases must contain a statement to the effect that they incorporate by reference all the condominium documents including, but not limited to the Declaration of Condominium, the Articles of Incorporation and Bylaws of the HARBOUR VILLAGE PROPERTY OWNERS ASSOCIATION, Inc., and the Rules and Regulations of HARBOUR VILLAGE, A CONDOMINIUM. In the event a tenant violates the rules and regulations of the Association relating to the normal use and occupancy of the unit within the condominium or use and occupancy of a common element or limited common element, then the Association shall have the right to terminate and cancel the lease and to bring appropriate legal proceedings when necessary to complete eviction. The cost involved in an eviction action, including the cost of a reasonable attorney's fee, shall be the obligation of the tenant and the owner, jointly and severally.