



# Harbour Isle at Hutchinson Island West Condominium Association Inc. Rules and Regulations

## Association Declaration Exhibit "D" Bylaws, Schedule A

AS ADOPTED by the Board of Directors of Harbour Isle at Hutchinson Island West Condominium Association, Inc., on May 9, 2016, this Association does establish these Rules and Regulations.

These rules will supersede and replace all previous Board of Director's adopted Rules and Regulations for Harbour Isle at Hutchinson Island West Condominium Association, Inc. (Association).

### **Vision Statement**

***The residents of Harbour Isle West promote a community that is safe, secure, healthy, courteous, cooperative and beautiful.***

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## DEFINITIONS

As used in these rules words shall have their plain common sense meaning.

In addition, and only to clarify or expand the definitions set forth in the Florida Condominium Statute (Chapter 718 as amended) or the Declaration of Condominium and for the purpose of these rules, the words or terms below shall mean the following:

**Commercial Vehicle** means any vehicle that has an outward appearance of being used in connection with business, for example: the vehicle has affixed work equipment in plain view and/or is commercially lettered or contains a commercial business logo. Outward appearance shall be considered. The Board of Directors shall be the sole judge as to the vehicle's use.

**Vehicle** means any object of conveyance which is made operable by means of a mechanical device, motor or engine powered by any means that may be used on roadways and/or highways, for personal transportation, and does not exceed the size of one parking space (excluding curb).

**Permitted pickup trucks** are a two-axle, four-wheeled truck that does not exceed the manufacturer's standard height, width and length for the vehicle (including state regulations for bumper height Section 316.251 FL Statute). Closed storage containers that do not exceed the width of the bed of the truck, are no higher than the bottom of the rear window and have a neutral color are permitted.

**Permitted passenger van** is a two-axle van that does not exceed the manufacturer's standard height, width and length for the vehicle, and complies with the following window limitations: the vehicle must contain windows on (1) the rear of the vehicle, (2) on both sides of the vehicle adjacent to the first row of the seating, and at least one set of windows on each side of the vehicle behind the windows adjacent to the first row of seating.

**Visitor** means an individual(s) who is not an owner, primary occupant or permanent occupant of a unit in Harbour Isle West, who is visiting an owner, primary occupant or permanent occupant of a unit, but is NOT staying overnight.

**Guest** means any person who is not a member of the immediate family of an owner, primary occupant or permanent occupant who occupies a unit at the invitation of the owner, primary occupant or permanent occupant, without requirement to contribute money, perform any services or provide any other consideration to the owner, primary occupant or permanent occupant in connection with any such occupancy of the unit.

- A Permanent Occupant of a unit shall not be considered a Guest.
- An Owner or Primary Occupant of a unit shall never be considered a Guest in the unit owned unless the Owner or Primary Occupant is visiting a Permanent Occupant in the unit. (Declaration of Condominium, Section 3.28)

**Owner** means the record owner (whether one person, or persons or entities) of the fee simple title to any unit but excludes those who have such interests merely as security for the performance of an obligation. (Declaration of Condominium, Section 3.40)

**Occupant** is a person who is physically present in a unit for two (2) or more consecutive days, including staying overnight. The defined term "Occupant" shall include, as the context requires, any Permanent Occupant and any Primary Occupant. (Declaration of Condominium, Section 3.38)

**Permanent Occupant/Tenant** means a person who is occupying a unit other than as a guest. Notwithstanding the foregoing, any person who occupies a unit for more than sixty (60) days in any calendar year or more than sixty (60) days in any 360-day period shall be deemed a Permanent Occupant. (Declaration of Condominium, Section 3.41)

**Primary Occupant** means a designated natural person approved for occupancy when title to the unit is held in the name of an entity or trustee of a trust, which natural person has executed a Primary Occupant Designation Certificate in the form attached as Exhibit "I". (Declaration of Condominium, Section 3.46)

**Clubhouse:** For use in these rules, the Clubhouse is defined as the interior portion of the Clubhouse building, excluding the fitness room and the Association Manager's Office.

**Common Elements** means the portions of the Condominium property not included in the units.

**Limited common elements** mean those common elements which are reserved for the use of a certain unit or units to the exclusion of all other units, as specified in the Declaration of Condominium.

## 1. GENERAL RULES

### 1.A Entry, Safety and Security

- 1.A.1 Harbour Isle West is a controlled-access community. Except when using a properly issued and valid bar code affixed to a vehicle or lawfully possessed electronic access card, anyone entering the property must check-in with the security guard at the gate.
- 1.A.2 Posted signs including the road signs, the speed limit of fifteen (15) mph, and Florida Motor Vehicle rules and regulations MUST be observed while on Association property.
- 1.A.3 All vehicles on Association property must be properly licensed, insured, operable, in good repair, and display a valid bar code or proper vehicle pass. Non-compliant vehicles may be towed without notice and at the vehicle owner's expense.
- 1.A.4 Parking throughout Harbour Isle West is only permitted in designated spaces. Residents park in assigned numbered spaces whereas resident second cars, guests and visitors park in GUEST spaces.
- 1.A.5 Each Owner shall deposit a key to the unit with the Association Manager's Office. Should the Owner change any lock or install or add a new one, the Owner shall deposit the new additional key with the Association Manager's Office. (Declaration of Condominium, Section, 19.4.2)
- 1.A.6 Other than internal chain locks, no secondary front door locks are permitted.
- 1.A.7 Each Owner with an alarm system in the unit must notify the Association Manager's Office and provide the security code and instructions for disarming the system.
- 1.A.8 The Association, by and through the Board, officers, or the agents or employees of the Association, has an irrevocable right of access to each unit during reasonable hours upon the giving of reasonable notice (except in the case of an emergency when no notice is required), when necessary for the maintenance, repair or replacement of those items for which the Association is obligated to maintain, repair and replace. (Declaration of Condominium, Section 19.4.1)

### 1.B Behavior Required for Everyone in Our Community

- 1.B.1 In our community, everyone—residents, guests, visitors and workers—must observe courtesy, decorum, good conduct and safe behavior. Foul language, loud, argumentative or disorderly behavior is not permitted. Behavior that is in violation of these standards is subject to the levying of fines and/or other enforcement proceedings by the Board on behalf of the Association. Behavior that is in violation of the law is subject to criminal prosecution.
- 1.B.2 For safety reasons and for the peaceful enjoyment of our homes, all children must be supervised by an adult resident or guest and rules must be followed when on Association property.
- 1.B.3 Residents must notify the security guard at the gate of the arrival of all visitors and guests and are responsible for their conduct at all times at Harbour Isle West.
- 1.B.4 The security guard at the gate or police should be called if residents observe a dangerous or very disturbing situation on Association property and/or follow up with written complaint to the Association Manager's Office.
- 1.B.5 Visitors must be accompanied by a resident at all times when using all the Association amenities including the pool, clubhouse, tennis courts.

- 1.B.6 Everyone using the Association amenities shall carry and present the electronic access card if requested.
- 1.B.7 Smoking (including e-cigarettes and other similar devices) is allowed in any Association exterior area that is separated from a dwelling unit by at least one roadway and its associated parking spaces. Smoking (including e-cigarettes) is NOT permitted on the covered walkways or balconies or any recreation area including but not limited to: pool, spa, pool deck and picnic areas, clubhouse, tennis courts, grill areas, bocce court, dog run, or near the mitigation wild life area. Tobacco filters and butts must be properly disposed of - NOT on the ground.
- 1.B.8 Pets are required to be under good control and on a leash (except at dog park) at all times. All solid waste shall be picked up and properly disposed of.
- 1.B.9 Fireworks of any kind are not permitted at Harbour Isle West.
- 1.B.10 Complaints of rule violations MUST be put in writing and filed with the Association Manager's Office. Fines of \$100 to \$1000 may be imposed and/or amenity privileges suspended for determined violations.
- 1.B.11 Residents shall not reprimand, instruct, order or interfere with any employees, vendors, or contractors of the Association.
- 1.B.12 Whenever a unit will be vacant 7 days or more, the water supply valve and the electric circuit breaker to the water heater must be turned OFF.

**1.C Peaceful and Quiet Enjoyment of our Homes**

- 1.C.1 Loud or disturbing noises shall not be suffered or allowed on Association property nor shall any person interfere with the rights, comforts or conveniences of other owners, tenants, guests, invitees and occupants.
- 1.C.2 Oral complaints of rule violations may be made to Association security guard at the gate or the police and followed up with a written complaint to the Association Manager's Office or, initiated in writing to the Association Manager's Office.

**2. VEHICLES, PARKING, USE, MAINTENANCE AND ENTRY**

- 2.1 All vehicles on Association property shall comply with these rules and State and Federal statutes, rules and regulations governing vehicles. The posted fifteen (15) MPH speed limit, road signs and Florida Motor Vehicle statutes will be strictly enforced. Drivers shall proceed with caution over speed tables and shall not avoid speed tables by driving under the porte-cochere or on the grass. Vehicles in violation of the road and parking rules will be ticketed and subjected to fines. For violations not cured within 24 hours of the ticket being issued, the vehicle will be towed at the vehicle owner's expense.
- 2.2 Pedestrians shall ALWAYS have the right-of-way.
- 2.3 Only passenger vehicles, permitted vans, and pickup trucks that do not exceed the size of one parking space, are in current compliance with State and Federal law governing them, and are used for personal transportation shall be permitted to park on Association property. No vehicle shall have more than two (2) axles and four (4) wheels; and none may have commercial signage or visible equipment. Campers, trailers (including boat trailers), commercial vehicles, non-permitted vans and trucks are prohibited from parking on Association property.
- 2.4 All vehicles on Association property must be properly licensed, insured (in accordance with Florida statutes and the Florida Administrative Code), operable, in good repair, and must have and display a valid bar code or proper vehicle pass. Vehicles not in compliance (as above) will not be issued a bar code and/or may be towed without notice at the vehicle owner's expense.
- 2.5 Golf carts must adhere to Association traffic rules, be operated by a licensed driver, and registered with the Association Manager's Office.

- 2.6 Bicycles must be maintained in good operating order, secured to the security cable, and be out of sight or in an orderly, upright fashion as far as possible. Bicycles should be stored within the bicycle owner's unit when the owner is not in residence for more than three weeks. Violators may have their bicycles removed.
- 2.7 Bicycle riding shall be restricted to the Association roadways and the sidewalks around the lakes and shall not restrict traffic or threaten pedestrian safety.
- 2.8 Motorized vehicles are not permitted on the sidewalks except for handicapped mobility devices and authorized maintenance vehicles.
- 2.9 Parking throughout Harbour Isle West is only permitted in designated areas. Residents shall park their first vehicle in an assigned numbered parking space and additional vehicles in guest parking (exception for residents who are qualified to park their vehicle in a designated handicapped-accessible space).
- 2.10 Parked vehicles shall not obstruct sidewalks. Vehicle bodies or equipment extensions (hitches) shall not extend beyond the curb or the designated parking space.
- 2.11 Special rules for certain qualifying vehicles notwithstanding the rules for vehicles:
  - 2.11.a Moving Vans/Moving Trailers: Moving vans and trailers shall be permitted to park on paved areas of the Association property for the purpose of loading and/or unloading, but only for the time period during which said loading and/or unloading is taking place. At no time shall moving vans be granted access to Association property between the hours of 4:00 PM and 8:00 AM. All loading and/or unloading must be completed and the moving van removed from the community before 8:00 PM. When moving in or out, the Association Manager's Office must be notified in advance. In extenuating circumstances, the Association Manager or a Board Member may authorize the security guard at the gate to issue ONE parking pass for a moving van or detached trailer and it shall be displayed.
  - 2.11.b Maintenance and Service Vehicles: With the exception of emergency situations, maintenance and service vehicles, regardless of classification, necessary for the maintenance, care, or protection of property within the condominium, shall be permitted on Association property during regular business hours of the particular service, but only for the time period during which such maintenance, care, or protection is being provided.
  - 2.11.c Delivery Vehicles: Delivery vehicles, with the exception of newspaper and food deliveries, are permitted on Association property during the hours of 8:00 AM and 8:00 PM but only for the period of time necessary to render the delivery in question.
  - 2.11.d Vehicles for Handicapped Persons: These vehicles, if displaying a current handicap placard or license plate, are permitted on Association property at any time and subject to all other rules for entry and registration.
  - 2.11.e Police and Fire Rescue Vehicles: Police and Fire Rescue vehicles are permitted on Association property at any time.
- 2.12 Restrictions on Use – The following restrictions also apply:
  - 2.12.a No repairs (including changing of oil) on a vehicle shall be made on Association property except for minor ones necessary to permit removal of a vehicle from the premises.
  - 2.12.b Washing, detailing or waxing of a vehicle is permitted only in provided designated car washing area; however, storage unit owners are permitted to wash, detail or wax their vehicles in the storage unit area. Only biodegradable products shall be used. Never dispose of toxic chemicals down HIW drains.
  - 2.12.c No motor vehicles shall be driven or parked at any time on the grass or landscaped areas of Association, except for authorized maintenance vehicles.

- 2.12.d Parking under the porte-cochere is permitted for 15 minutes for loading and unloading only and with engines off.
- 2.12.e OVERNIGHT parking of any commercial vehicles, non-permitted vans, trucks, campers, trailers, boats or recreational vehicles on Association property is NOT allowed. Overnight means 8 PM to 7 AM. Any trailer, boat, or recreational vehicle parked on Association property shall be for loading and unloading purposes only and shall be between the hours of 7 AM and 8 PM. Any vehicle that does not fit in a single parking space will only be admitted for the purpose of loading and unloading.
- 2.13 "Pods" used for moving may only be stored in the owner's parking space for a maximum of 48 (forty-eight) hours and must have prior approval from the Association Manager.
- 2.14 Vehicle covers, if used, must be securely fastened to keep them in place. Covers not so secured will be removed and disposed of.
- 2.15 Items stored in a pickup truck parked overnight on Association property must not extend higher than the top of the sides of the bed of the pickup truck and shall not extend beyond its allocated parking space.
- 2.16 Boats, canoes, kayaks, surfboards, etc. shall not be stored on the exterior of vehicles when they are parked overnight on Association property. Professionally manufactured racks especially designed for watercraft are permitted. Outward appearance will be considered.
- 2.17 Vehicle owners or their lessees or persons having it in their care, custody or control jointly or severally are strictly liable for any damage, soiling or defacing of Association property caused by the vehicle, trailer or other item affixed to the vehicle. Vehicles shall be properly muffled. Whenever a vehicle leaking oil or other fluids has sufficiently discolored the concrete pavers so as to require replacement, the owner of said vehicle will be charged per square foot of replaced pavers as permitted by the Declaration of Condominium, Section 19.3. Determination as to need for paver replacement is at the sole discretion of the Board.
- 2.18 Alternate/Concurrent Remedies: Whether or not the Association exercises its right to have a vehicle in violation of these rules towed at the owner's expense, the Association shall nonetheless have the right to seek compliance with the Rules by injunction and other relief through the courts and/or any other remedy conferred upon them by law, equity or the Condominium Documents. The Association's right to tow shall in no way be a condition precedent to any other remedies available to them for the enforcement of the rules.
- 2.19 The parking restrictions established herein are not applicable to the interior of assigned garage/storage units.

### **3. UNIT OCCUPANCY AND DUTIES OF OCCUPANTS**

- 3.1 Only occupancy as a Single-Family Residential Unit as provided for in the *Zoning Ordinance of the City of Fort Pierce, Florida, Section 22-3, as amended from time to time, is permitted and the definition of "family" in that ordinance controls. In addition, not more than 2 (two) unrelated individuals may occupy a unit.*
- 3.2 Only owner(s), Primary Occupant(s), Permanent Occupant(s) and/or their guests shall occupy units.
- 3.3 All prospective residents must attend an orientation session before taking up residency in Harbour Isle West.
- 3.4 Occupant(s) who are not an Owner, Primary Occupant or Permanent Occupant who will occupy a unit for more than sixty (60) days in the aggregate in any calendar year or more than sixty (60) days in the aggregate in a 360-day period are required to make application/registration as a Permanent Occupant with the Association Manager's Office.
- 3.5 Required Application/Registration Process to Purchase, Rent, Lease or Reside follows:



- 3.5.a In accordance with the Declaration of Condominium, Sections 13 and 14, all transfers by a unit owner or unit's occupant(s) of title to a unit or the right to occupy it (whether by sale, lease or gift) requires prior written notice (an Application) to the Association Board and the approval of such transfer by the Board. In the case of transfer of title of a unit, notice of thirty (30) days prior to the intended date of transfer is required. In case of lease or other right to occupy, notice of fifteen (15) days before the intended date of occupancy is required.
- 3.5.b The Application/Registration Fee will be due with submission of the application. Applications are available from the Association Manager's Office.
- 3.5.c Applicants/Registrants may be required to appear before the Board of Directors or their designee, prior to final action.
- 3.5.d Notice of approval or disapproval by the Board or their designated representative shall be provided within ten (10) days after the complete and satisfactory submittal of all required materials, with an appearance before the Board of Directors (if required), in accordance with the Declaration of Condominium. If not, the Application/Registration will be deemed approved.
- 3.5.e For all leases, rental agreements as well as their renewals, the unit owner must complete and submit to the Association Manager or his/her designee the Leasing Application/Registration, an executed copy of the proposed Lease Agreement, and a fee of \$100.00 (one hundred dollars) for the processing of the application (made payable to Harbour Isle West) at least fifteen (15) days prior to the proposed date of the lease commencement and occupancy.
- 3.5.f Lease renewal requires that all new documentation, as described above, shall be submitted to the Association Manager or his/her designee at least thirty (30) days prior to the proposed date of the lease commencement for Board of Directors approval/disapproval.
- 3.5.g All new and renewal leases must be approved/disapproved by the Association or its designee. If the renewed lease term, with the same tenant, does not immediately follow the expiration of the previous lease term, the Board of Directors, or their designee, may assess a new transfer fee.
- 3.5.h Failure to make application or register, or the making of false or incomplete information on the application/registration forms shall be grounds for remedial actions as outlined in the Declaration of Condominium.
- 3.5.i The only exceptions to Application/Registration Process Rules are those described in the Declaration of Condominium.
- 3.5.j Furthermore, all leasing and rental agreements are subject to the following provisions in the Declaration of Condominium including:
- Section 13.3 – Subleasing/Renting Rooms – Subleasing of a unit shall be absolutely prohibited. Furthermore, no rooms shall be rented in any unit. The intention is that only entire units may be rented, and units may not be sublet.
  - Section 13.4 – Frequency of Leasing – No lease shall be made more often than two (2) times in any calendar year. For purposes of calculation, a lease shall be considered as made on the first day of the lease term.
  - Section 13.5 – Minimum Lease Terms – No lease shall be made with a lease term that is less than ninety (90) consecutive days in duration.
- 3.6 Owner's rights to use of common facilities and amenities are relinquished when their units are rented or legally occupied by persons other than themselves. Dual amenity usage is not permitted.
- 3.7 All Primary or Permanent Occupants must:
- 3.7.a Complete a Vehicle Registration Form in the presence of the Association Manager or his/her designee, and present a government issued photo identification and a current vehicle registration for copying prior to receiving the gate access bar code(s) for their vehicles.



- 3.7.b Attend an orientation session by the Association or its designee and sign a certificate that they have received a copy of the Rules and Regulations.
- 3.8 Signs: No signs of any type shall be maintained, kept or permitted on the Condominium property, or in, on, or about a unit (interior or exterior) such that signs may be viewed from the common elements, limited common elements or other units, with the exception of Official Notices of the Association.
- 3.9 In support of real estate sales activity, an exception to the prohibition of signs is allowed for an "Open House" event with the following restrictions:
  - 3.9.a One (1) "Open House" sign, not to exceed twenty-four (24) inches in height and thirty-six (36) inches in width, is permitted in front of the building during the event. No other signs are permitted.
  - 3.9.b "Open Houses" are permitted on Saturday and Sundays from 1 PM to 4 PM only.
  - 3.9.c All "Open Houses" must be registered with the Association Manager's Office. Attendees must obtain a Vehicle Pass from the security guard at the gate in order to enter the property.
  - 3.9.d Realtors/Sellers must provide the security guard at the gate with maps to the "Open House."
  - 3.9.e All signs must be removed within 30 minutes of the conclusion of the "Open House." Failure to comply may result in a \$100.00 (one-hundred dollars) fine to the unit owners.
- 3.10 Realtors/Sellers wishing to show prospective buyers the amenities of the community must exhibit a company identification badge or identify themselves as an Owner.
- 3.11 No business activity of any kind whatsoever shall be maintained, operated, carried on, permitted or conducted on the Association property. Garage sales, yard sales and the like are prohibited. The Declaration of Condominium, Section 12.6, note the following exceptions:
  - 3.11.a Any business that qualifies as a home occupation under the applicable zoning code shall be permitted so long as such business is transacted wholly within the unit and so long as customers of the business do not enter upon the Condominium property.
  - 3.11.b The practice of marketing, selling or leasing units shall not be considered to be a business activity under this section.
  - 3.11.c The business of operating the Association shall not be considered to be a business activity under this section.

#### **4. VISITORS AND GUESTS**

- 4.1 Visitors and/or guests driving into Association property are required to obtain and display an appropriate temporary vehicle pass while on the property. The 24-hour **Visitor** pass is issued upon entry by the security guard at the gate and must be displayed on the front dashboard of the vehicle. The **Guest** pass for those staying longer than 24 hours is issued by the Association Manager's Office and must be clearly displayed on the front dashboard of the vehicle. Guests and visitors should obtain and read the rules since they are bound to follow them.
- 4.2 A guest who occupies a unit in the absence of the owner or tenant must register with Association Manager's Office. Guest registration requires filing the following information with the Association Manager's Office: guest name, arrival date, anticipated departure date, and resident's name and Harbour Isle West address. Guest registration shall be valid for up to 30 days unless extended by specific request of the Owner/Tenant and approved by the Association or their designee. Guests remaining in residence beyond 60 days must make application/registration as a Permanent Occupant with the Association Manager.
- 4.3 Residents are responsible for the conduct of their visitors and guests at all times, throughout Association property, including the resident's dwelling unit or in/on any recreational areas. Visitors and guests while on Association property are bound by all Association rules. Any violation of the rules by a guest or visitor shall be deemed a violation by the sponsoring resident and unit owner.

- 4.4 Guests must use (and show when requested) the owner's electronic access card when using the facilities at the clubhouse and pool areas.

## **5. PETS**

- 5.1 For the purpose of these rules, allowable pets within Harbour Isle West shall be domesticated cats and dogs, freshwater fish, saltwater fish and small birds.
- 5.2 Pets number limitation: no more than a total of 2 (two) domestic cats, 2 (two) domestic dogs, and 4 (four) small birds. All pets shall be of a size so as to be in the total control of the owner or an attendant at all times.
- 5.3 Only unit owners and their immediate family (while guests in the owner's unit) are permitted to have pets at Harbour Isle West. Tenants are NOT permitted to have pets. All pets must be properly registered with the Association Manager's Office. Pet photos and copies of vaccination records must be provided to the Association Manager's Office. Registered pets must have a yellow or red tag on collars when outside on Association property.
- 5.4 Whenever outside a unit and on common Association property, pets shall be restrained by a collar and leash or contained in a secure carrying device and must be accompanied by a mature, responsible individual/attendant. Pets utilizing the Association Dog Park should not be leashed when inside the dog park.
- 5.5 An attendant walking a pet on Association property must remove and properly dispose of any solid waste produced by the pet. Pet residue is not to be put in ponds. All pet waste bags must be securely closed prior to disposal in any Association trash receptacle. Pets must be taken across the parking area to a grassy section to eliminate their solid waste or urine.
- 5.6 The attendant and/or the Owner of any pet shall be strictly liable for damages caused to Association property and/or privately-owned property.
- 5.7 The right of the Owner to keep a pet in a unit shall have such right revoked if the pet creates or becomes a nuisance. The Board, in its sole discretion, shall determine whether a pet constitutes a nuisance. The board may also impose upon the owner remediation strategies (including muzzling) short of termination of the right of an owner to maintain the offending pet(s).
- 5.8 Pets are not allowed in the Pool, Clubhouse or Tennis Court areas.

## **6. CLUBHOUSE**

- 6.1 The order of priority for use of the Clubhouse shall be: (1) meetings of the Association membership (2) meetings of the Board of Directors (3) meetings of Board appointed committees (4) scheduled social activities (5) all other uses.
- 6.2 Exclusive use of the Clubhouse may be granted by the Board of Directors, or their appointed agent, when a Board-approved community activity requires limited participation due to safety requirements and/or when the activity requires a fee for participation.
- 6.3 Normal Clubhouse hours are from 4:00 AM to 10:00 PM daily. These hours may be changed for community or social events at the discretion of the Board of Directors.
- 6.4 Smoking (including e-cigarettes) is not permitted in the Clubhouse, including the roofed over walkways.
- 6.5 Children under the age of sixteen (16) must be accompanied by an adult.
- 6.6 No pets are allowed in the Clubhouse.
- 6.7 Proper attire while in the clubhouse is required at all times. No wet clothing, bare feet, or bare chests are allowed. Shoes and bathing suit cover-ups are required.
- 6.8 No food other than pre-packaged snacks, such as potato chips, pretzels, etc., is permitted in the Clubhouse unless authorized by the Association or its designee.
- 6.9 Diaper changing is permitted ONLY in restroom facilities.

- 6.10 Decorations may not be attached to the walls, ceiling, or fixtures except in a manner pre-approved by the Association Manager.
- 6.11 Use of candles is prohibited.
- 6.12 Use of pool table, ping-pong table, TV, kitchen facilities and game playing is permitted if there is no conflict with other functions that have been scheduled or are in progress. Refer to 6.1 for the order of priority for use of the clubhouse.
- 6.13 Chairs and tables must be placed back in their original position after use. Clubhouse furnishings and equipment, including tables and chairs, are not to be removed from the building.
- 6.14 Residents wishing to host an event or activity must complete and have approved the HARBOUR ISLE WEST CLUBHOUSE RESIDENT'S RENTAL AGREEMENT no less than fourteen (14) calendar days prior to the event, which will establish their accountability and responsibility for their use of the facility and for its scheduling. Forms are available in the Association Manager's Office. Hosts for these events must be present throughout the event and are responsible for ensuring that all rules are adhered to. Provisions of the Rental Agreement are considered part of these rules.
- 6.15 Access to the interior kitchen is available to all residents. Food preparation and scratch cooking is prohibited at all times. All residents must clean up after themselves after use. Alcoholic beverages shall not be left behind in the clubhouse or kitchen area. Refer to the HARBOUR ISLE WEST CLUBHOUSE RESIDENTS RENTAL AGREEMENT for use of kitchen for events.

## **7. FITNESS ROOM**

- 7.1 The use of the fitness equipment is at the user's risk.
- 7.2 Daily hours are from 4:00 AM to 10:00 PM.
- 7.3 Persons under sixteen (16) years of age **are not** permitted in the fitness room.
- 7.4 Prior to using the machines/equipment, the user must be familiar with their purpose, function and safety features.
- 7.5 Proper attire in the Fitness Room is required. Sneakers and/or rubber soled athletic shoes must be worn. Shorts or sweats with appropriate tops are recommended. No bare chests. No bathing suits.
- 7.6 All equipment is to be turned OFF when finished.
- 7.7 Thirty minutes is the maximum time for using each machine, unless no one is waiting.
- 7.8 During high usage times, a sign-up procedure will be utilized for the use of the treadmills and elliptical machines. After each use, equipment and seats must be wiped down with provided disinfectant. Portable equipment must be returned to its proper place.
- 7.9 Missing or malfunctioning equipment should be reported to the Association Manager's Office when noticed (use mail drop at office when the office is closed).
- 7.10 Personal audio devices must be operated with private headsets.
- 7.11 The removal or re-location of equipment or any furnishings is NOT permitted.
- 7.12 The doors to the Fitness Room are to be kept closed at all times.
- 7.13 No food or beverages other than water in plastic containers are permitted. Spills must be cleaned immediately and be reported to the Association Manager's Office.
- 7.14 No loud, abusive language or disorderly conduct is permitted.
- 7.15 No pets are allowed in the Fitness Room.
- 7.16 Access to the Fitness Room is through the Clubhouse lobby and from the pool area.
- 7.17 Residents may advertise on the bulletin board but posting of notices and photographs must be pre-approved by the Association Manager's Office.

## 8. POOL AND SPA

Pool and Spa: Hours: 4:00 AM to 10:00 PM (includes the pool and entire fenced-in area surrounding the pool and spa; excludes the separate outdoor cooking and seating area.) The pool is a secured access area and shall be entered through the north or south gates using the electronic access card.

- 8.1 There is NO lifeguard on duty at the pool. The Association, acting through the Board, assumes no responsibility for any accident or injury in connection with such use, or for any loss or damage to personal property brought to the pool area. All persons using the pool or spa facilities do so at their own risk.
- 8.2 A shower must be taken before entering the pool or spa.
- 8.3 Diving, running, flipping, jumping (small children can jump to an adult), splashing, cannon balls, horse or ball play on the deck or in pool is strictly PROHIBITED.
- 8.4 Persons who are incontinent or who are not toilet-trained are not allowed in the swimming pool or spa unless they are wearing unsoiled waterproof swimming diapers. Cloth or disposable diapers are prohibited. No diaper changing shall take place in pool area. The cost to close, clean and disinfect the pool will be the responsibility of the unit owner responsible as permitted by the Declaration of Condominium, Section 19.3.
- 8.5 No one with open sores or cuts is allowed in the pool and spa.
- 8.6 No more than five people are allowed in the SPA at any one time. Children under the age of 12 (twelve) are NOT allowed in the Spa due to high water temperature. Use of the spa is prohibited, by anyone, if the water temperature is more than 104 degrees. Alcoholic beverages shall not be consumed while in spa.
- 8.7 Nothing should obstruct easy access into or around the pool. The stairs, railings or ladders shall not be blocked.
- 8.8 Glass containers and food are NOT permitted in the pool area. Drinks must be placed safely away from the pool edge to prevent spillage onto deck or the pool.
- 8.9 No smoking (including e-cigarettes and other similar devices) in the pool, spa or grill areas.
- 8.10 No soaps, shampoo, or similar products may be used in the pool, spa or shower. Oils and lotions must be washed off prior to entering water.
- 8.11 As with all areas of Harbour Isle West, everyone in the pool area is required to treat others with dignity and respect, be courteous, and refrain from engaging in unsafe behavior. Using foul language, or engaging in loud, disruptive, unruly, argumentative, disorderly behavior is strictly prohibited.
- 8.12 Visitors must be accompanied by a resident at all times while at the pool.
- 8.13 The electronic access card must be presented if requested by the security guard at the gate or staff member.
- 8.14 Proper swim attire is required when using the pool and spa.
- 8.15 Children under the age of 16 years must be accompanied and supervised by an adult resident or guest.
- 8.16 Certain play equipment is not permitted within the pool area (e.g. roller blades, bicycles, skateboards, balls, large floating rafts, scuba gear, water guns, water vehicles of any sort). Noodles, kickboards, and children's swimming aids are permitted. Water toys are allowed. However, consistent with our obligation to ensure use and enjoyment for all, management reserves the right to revoke the use of any toy and to prohibit any behavior in the pool area.
- 8.17 No loud music or radio except for authorized activities. Use of personal audio devices with ear buds is permitted.
- 8.18 Swimmers may not access the restrooms through the clubhouse interior nor through the fitness room but only through the outside entrance. Footwear must be worn in the rest rooms.

- 8.19 All refuse, papers and trash must be discarded into the receptacles provided.
- 8.20 Lounges or chairs shall not be removed from the pool area. If lounges or chairs are moved within the pool area, they must not block pathways or entryways. All moved items must be returned to their proper location after use. Umbrellas shall be closed after use to avoid damage by winds.

## **9. TENNIS COURTS**

- 9.1 All residents and guests must follow tennis and court rules and regulations and good tennis etiquette.
- 9.2 All tennis play is at your own risk.
- 9.3 Tennis courts are available daily from sunup to sundown, except for scheduled maintenance.
- 9.4 Visitors on the courts shall be accompanied by a resident. Guests and visitors must bring the electronic access card with them and present it upon request.
- 9.5 Whenever both courts are occupied, courtesies to players waiting for an open court are expected. The next court to finish their set should allow waiting players to take their court; and this rotation shall continue.
- 9.6 Players under sixteen (16) years of age must be accompanied by an adult.
- 9.7 Only tennis may be played on the courts. No other activities are permitted.
- 9.8 Gates must be kept closed.
- 9.9 Appropriate tennis shoes are required.
- 9.10 No foul language, abusive behavior, or threatening demeanor is permitted.
- 9.11 When play is completed, the courts must be cleaned and prepared for the next players. Equipment for user maintenance of the courts is on-site and must be returned to its standby location when court preparation is completed.
- 9.12 All litter, ball cans, and other debris must be removed after play and disposed of properly.
- 9.13 Footwear should be brushed prior to leaving the courts so as to minimize tracking of clay on to walkways and common property. Please refrain from tracking clay from courts into Clubhouse and/or pool areas.
- 9.14 Requests for tournaments or special events must be submitted to the Association Manager's Office prior to the event. Once approved, they will take precedence over all other play.

## **10. OUTDOOR COOKING AREAS**

- 10.1 There are four outdoor grilling areas that have been provided for use by Association residents. These grilling areas are primarily intended for the grilling of foods and the immediate consumption of the prepared foods. These areas are NOT to be utilized for extended social gatherings when other residents are waiting to use the grills and/or eating tables. Pets are not permitted on tables.
- 10.2 The outdoor cooking area at the Clubhouse, as delineated by the enclosing fence, is the only outside area at the Clubhouse designated for eating since food is not permitted at the pool area. This designated outdoor cooking area is a non-smoking (including e-cigarettes and other similar devices) area. Additional eating tables have been provided immediately adjacent to the south access gate to the swimming pool – this is also a non-smoking, non-pet area.
- 10.3 The outdoor cooking area, specifically the gas grills and table seating at the Clubhouse, is available for use by residents whenever there is NOT a scheduled Association-sponsored activity in the grilling area.
- 10.4 There is no eating inside of the Clubhouse unless it is an Association-sponsored activity or prepackaged snacks. Please pick up after yourselves.
- 10.5 Immediately upon consumption of food, the eating tables specifically provided at the outdoor cooking areas, must be cleared and cleaned and made available for the next user. There is no "holding" or "reserving" of eating tables or grills.

- 10.6 No hoarding of gas grills. Food should be prepped at your condo and be ready to grill upon arrival. Residents may not use more than one grill at a time and shall limit use of the grill to no more than 45 minutes if someone is waiting.
- 10.7 When grilling has been completed, the front panel control valve AND the blue handle (main gas valve) MUST BE TURNED OFF.
- 10.8 Scrape and clean the grill when you are finished.

## **11. EXTERIOR AREAS**

- 11.1 All exterior areas of the building including, but not limited to, walkways, balconies, ledges, railings, outer doors, walls, floors, roofs and any other exterior areas, are to be kept clear of any and all objects. This includes, but is not limited to, toys, chairs, tables, grills, shoes, clothing, towels, plants, pots, wind chimes, ash trays, flags, bicycles, door mats, thermometers or any other objects. The United States flag and U.S. Armed Forces flags are allowed per Florida Statute 718.113(4).
- 11.2 Skateboarding (including powered boards), roller-skating, ball playing and biking is not permitted on any building walkways, balconies, or the drive-through areas in front of the buildings.
- 11.3 Smoking is allowed in any exterior common area that is separated from a dwelling unit by at least one roadway and its associated parking spaces. Smoking (including e-cigarettes) is NOT permitted on the covered walkways or balconies or any recreation area including but not limited to: Pool and picnic areas, clubhouse, tennis courts, grill areas, bocce court, dog run, nor near the mitigation wild life area. Tobacco filters and butts should be properly disposed of NOT on the ground.
- 11.4 All garbage, refuse, and other debris should be disposed of properly in the trash rooms. Do not leave trash outside of your unit or the dumpsters. Garbage (bio-degradable material) shall be bagged and sealed, as should liquids to discourage infestations and vermin.
- 11.5 Children are prohibited from playing on, in, or near dumpsters.
- 11.6 Except for the Association provided propane grills, the use of BBQ's or grills for the purpose of cooking or smoking foods is NOT allowed on the common property.
- 11.7 No fixtures, brackets, decorations or other objects are allowed, attached to, stored or located in, or on any exterior area of the building, with the exception of bicycles that may be parked under the stairwells.
- 11.8 Posting of signs, notices or photographs are not allowed in exterior areas.
- 11.9 Parking is only permitted under the porte-cochere for 15 minutes of loading and unloading with engines off.
- 11.10 No external communications equipment, including antennas of any type and satellite receivers, shall be permitted on any exterior area.
- 11.11 Harbour Isle West has two retention ponds engineered for drainage. Fishing is allowed from the bank only. Do not enter the water.

## **12. ARCHITECTURAL STANDARDS**

The following rules are in addition to, and adjunctive to, the Declaration of Condominium (of particular reference is Section 11.4 as it pertains to maintenance, modifications and additions to our units).

- 12.1 Hours of construction are limited to 8:00 AM to 5:00 PM Monday through Friday, 9:00 AM to 3:00 PM on Saturdays. No construction is permitted on Sundays or Federal Holidays. On Saturdays, no heavy extremely loud tools for demolition of floors, cement walls etc. Is permitted. On Saturdays, hand tools for construction are permitted; drills, hammers and saws. Owner Responsibilities: Will notify the office before commencement and obtain and place an official permit with estimated dates/hours of construction in the kitchen window (outward facing); Will ensure that their contractors remove all construction debris from the Association premises (NOT placed in the dumpsters); Will be charged for damage and debris violations.



- 12.2 All interior modifications and/or additions, including floor coverings, require that owners submit to the Architectural Review Committee (ARC) an Application Form (available from the Association Manager's Office) prior to the commencement of work. Approval from the ARC must be received prior to commencing work.
- 12.3 Specifications and guidelines for flooring and all alterations, additions, and modifications are available from the Association Manager's Office. Failure to meet specifications and guidelines after final inspection of finished work will be cause for remedy, as outlined in the Declaration of Condominium.
- 12.4 All window treatments within a unit must display a white/neutral color or natural wood surface as viewed from the outside. Aluminum-foil, cardboard, sheets, towels, or other inappropriate material may not be used as window treatments. No ARC application will be required if the window treatments meet the above criteria. Satisfaction of this requirement shall be "as viewed or determined by the Board or their designated representative."
- 12.5 To assist in preventing mold and mildew, foil and vinyl wall coverings should not be applied to walls that are on the exterior of the units.
- 12.6 All required construction permits are the responsibility of the Owner and must be referenced and/or attached to all ARC Application Forms prior to the commencement of work. All work approved for commencement will be considered conditionally approved, subject to final inspections by the ARC and appropriate regulatory permitting agencies.
- 12.7 For construction of the interior of a unit, equipment may be set up and work done outside. The construction and equipment MUST allow for passage, easy wheelchair access and EMT access. All outside equipment and materials must be placed adjacent to the construction owner's condo and electricity; take precautions to ensure safety and put tarps under all equipment and materials. All outside construction materials, equipment and debris must be cleaned up and removed daily from walkways, stairs and elevators.

### **13. IN-HOME BUSINESS**

- 13.1 Any home business that operates within the confines of Harbour Isle West shall comply with all applicable Federal, State, County and City Laws and Ordinances.
- 13.2 Home businesses are permitted ONLY if such business(es) is undetectable by sight, sound, vibration, odor, noise, electronic interference, pedestrian or vehicular traffic or use of extra parking spaces. In other words, the business may not display any external evidence of its existence.
- 13.3 The business shall operate in its entirety within the confines of the unit and only by its Permanent Occupants. The business shall not exclusively utilize more than 20% of the gross square floor plan, or 400 square feet, whichever is less.
- 13.4 The home business shall be clearly incidental and secondary to the use of the dwelling. The business must be consistent with the residential character of the property and cannot constitute a nuisance, hazardous or offensive use or threaten the security or safety of other residents, as determined by the Board.
- 13.5 The business may not use, store or dispose of hazardous material within the confines of Harbour Isle West.

### **14. LESSONS/INSTRUCTIONS AND PRESENTATIONS/ACTIVITIES**

- 14.1 All individuals/agencies providing instruction, for which a fee is charged, must meet the minimum accepted standards for their area of instruction. In addition, individuals and/or agencies must provide proof of liability insurance and satisfy all applicable local, state and federal rules, regulations and licensing requirements.



- 14.2 Prior to providing any service, the service shall be approved by the Board and the service provider must present proof of all applicable items indicated in Rule 1 above to the Association Manager. All lessons, instructions or teachings shall be open only to residents and their guests.
- 14.3 All Association rules shall be strictly adhered to by sponsors, presenters and participants in conjunction with any Lessons/Instructions and/or Presentations/Activities. Sponsoring residents are liable for all damages and/or actions arising from such activities and must be in attendance during the activity.
- 14.4 Providers who use Association facilities and amenities must have a resident sponsor, their activity identified, and the dates and times of all presentations submitted for approval by the Board to the Association Manager no later than the 15th of the month preceding the event and at least 30 days in advance of it.

## **15. GARAGE/STORAGE UNITS**

- 15.1 Garage/Storage units shall only be used by Owners/Residents of units in Harbour Isle West.
- 15.2 Garage/Storage units may not be used for any commercial purposes.

## **16. ENFORCEMENT AND DUE PROCESS**

This provision is included in these rules in the interest of transparency, good governance, and to underscore the importance of fairness and due process in our community. It explicitly recognizes the provisions of the Florida Condominium Statute.

- 16.1 It is the Association Board which has the power and authority to enforce these rules by injunctive relief, the imposition of fines, the assessment of the costs and/or damages as provided for in these rules, sanctions or loss of privilege or by means or by any remedy at law or equity. In this regard the rights of the Association shall be cumulative unless otherwise limited by the provisions of Chapter 718.
- 16.2 The Association may levy reasonable fines for the failure of the owner of the unit or its occupant, licensee, or invitee to comply with any provision of the Declaration of Condominium, Bylaws, or reasonable rules of the Association. A fine may not become a lien against a unit. A fine may be levied by the board on the basis of each day of a continuing violation, with a single notice and opportunity for hearing before a committee as provided in paragraph 4 below. However, the fine may not exceed \$100 per violation, or \$1,000 in the aggregate for that noticed violation.
- 16.3 The Association may suspend, for a reasonable period of time, the right of a unit owner, or a unit owner's tenant, guest, or invitee, to use the common elements, common facilities and amenities, or any other Association property for failure to comply with any provision of the Declaration, the Association, Bylaws, or reasonable rules of the Association. This paragraph does not apply to 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.
- 16.4 A fine or suspension levied by the Association Board may not be imposed unless the Board first provides at least 14 days' written notice and an opportunity for a hearing to the unit owner and, if applicable, its occupant, licensee, or invitee. The hearing must be held before a committee of at least three members who are other unit owners and who are neither board members nor persons residing in a board member's household within 10 business days of receipt of the request by the Association Manager. The role of the hearing is limited to determining whether to confirm or reject the fine or suspension levied by the Board of Directors. Upon a fair hearing, unless a majority of the hearing committee agrees, the fine or suspension may not be imposed.

- 16.5 If a unit owner is more than 90 days delinquent in paying a fee, fine, or other monetary obligation due to the Association, the Association may suspend the right of the unit owner or the unit's occupant, licensee, or invitee to use common elements, common facilities and amenities, or any other Association property until the fee, fine, or other monetary obligation is paid in full. This subsection does not apply to 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. The notice and hearing requirements under Paragraph 4 above do not apply to suspensions imposed under this subsection.
- 16.6 The Association may suspend the voting rights of a unit or member due to nonpayment of any fee, fine, or other monetary obligation due to the Association that is more than 90 days delinquent. A voting interest or consent right allocated to a unit or member which has been suspended by the Association shall be subtracted from the total number of voting interests in the Association, which shall be reduced by the number of suspended voting interests when calculating the total percentage or number of all voting interests available to take or approve any action, and the suspended voting interests shall not be considered for any purpose, including, but not limited to, the percentage or number of voting interests necessary to constitute a quorum, the percentage or number of voting interests required to conduct an election, or the percentage or number of voting interests required to approve an action under this chapter or pursuant to the Declaration of Condominium, Articles of Incorporation, or Bylaws. The suspension ends upon full payment of all obligations currently due or overdue the Association. The notice and hearing requirements under Paragraph 4 above do not apply to a suspension imposed under this subsection.
- 16.7 All suspensions imposed pursuant to Paragraphs 5 and 6 must be approved at a properly noticed board meeting. Upon approval, the Association must notify the unit owner and, if applicable, the unit's occupant, licensee, or invitee by mail or hand delivery.
- 16.8 The suspensions permitted by paragraph 5 and 6 apply to the unit owner and, when appropriate, the unit owners' tenants, guests, or invitees, even if the delinquency or failure that resulted in the suspension arose from less than all of the multiple units owned by the unit owner.

**End of Document**

*PDF Published Version August 22, 2021*

*I/We have received copies of the HIW Rules and Regulations, and if purchasing have been directed to the HIW Website <https://www.harbourislewest.org/> for access to copies of all Condominium Documents, and agree to abide by them as attested by my (our) dated signature (s) below.*

\_\_\_\_\_

Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Date