

RULES AND REGULATIONS

HARBOR OAKS HOMEOWNERS ASSOCIATION

(Revised & Approved January 18, 2010)

INTRODUCTION

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INTRODUCTION

Article V-C of the Harbor Oaks Declaration of Condominium provides that all present and future owners, tenants, guests, their employees or any other persons who use the facilities of the Association in any manner are subject to the By-Laws and Rules and Regulations of the Association.

Article IV-J-iv of the Harbor Oaks Homeowners Association By-Laws further provides that the Harbor Oaks Homeowners Association Board of Directors (hereafter called the Board) shall make, amend and enforce regulations governing the use of common property and condominium units.

The following Rules and Regulations are promulgated pursuant to the Declaration of Condominium and By-Laws of the Harbor Oaks Homeowners Association:

I. DISTRIBUTION OF RULES AND REGULATIONS

A. A copy of these Rules and Regulations will annually be given each homeowner and renter/lessee (hereafter called tenant). Each tenant must sign an Association document indicating that he/she has received the Rules and Regulations and they also agree to abide by said Rules and Regulations while occupying a unit at Harbor Oaks.

II. RESPONSIBILITIES OF OWNERS/TENANTS

A. To operate our facility effectively and to protect the rights, privileges, benefits and property of all, the Association must have the cooperation of everyone. Therefore, each board member, officer, management representative, owner and tenant is authorized and encouraged under these Rules and Regulations to:

- Orally notify anyone who is observed violating any of these Rules and Regulations,

- Call police when necessary to remove trespassers who will not identify themselves upon polite request, and
- Call police to quell disorderly conduct by anyone.

B. Should an owner/tenant observe anyone violating any rule, they should verbally notify the person of the violation and, if necessary, notify the management representative supplying them with the facts in a signed statement.

C. It is the responsibility of all homeowners to ensure that their guests and tenants follow the Rules and Regulations of the Association while visiting or occupying a unit in the building.

D. Pursuant to Article VII of the By-Laws of the Association, a homeowner is responsible for property damage incurred to another unit because of some event occurring in their unit, such as a fire, water leakage, etc. Homeowners are strongly encouraged to carry proper insurance to cover such events! If the responsible homeowner or his/her insurance company refuses to pay for such property damage to another unit(s) and the owner of the damage unit has documented that he/she has:

- Contacted the responsible homeowner about the loss without success, and
- Obtained at least two estimates/bids to repair the damage.

Such information shall be provided the HOA Board Member responsible for Building Maintenance who will check to affirm the loss and, if appropriate, submit the claim to the Board and its management company. The Board, through its management company will notify the Homeowner who has refused to pay the damages that if the necessary repairs are not completed on the affected unit(s) within 30 days the Board will contract for the repairs, up to \$1000 per unit, and will assess the responsible homeowner for such amount and any other HOA expenses or management company fees incurred thereto.

III. LEASE AGREEMENTS

A. Condominium units at Harbor Oaks may only be rented/leased for a **minimum term of six (6) consecutive months**. It is **required** that homeowners administer a written lease agreement (sample leases are available from the management company) and it is strongly

recommended that homeowners secure a substantial security deposit prior to renting/leasing any unit.

B. The homeowner or representative shall provide the management representative written notification whenever a tenant is moving into or out of a unit. The name of the new tenant must be included along with a phone number, if it is available.

C. It is the responsibility of the homeowner to provide tenants with a copy of these Rules and Regulations and to ensure that they fully comply with said Rules and Regulations at all times. **The Homeowner shall provide written notification to the HOA representative that each tenant has received a copy of these Rules and Regulations.**

D. Any damage to the common areas or fines imposed on the tenant become the responsibility of the homeowner should the tenant fail to fulfill such financial obligations.

E. The Board is empowered to regulate the number of persons occupying a leased/rented unit on a long-term basis and has established the following maximum number of residents per unit:

- One Bedroom Units – Four (4) persons
- Two Bedroom Units – Six (6) persons
- Three Bedroom Units – Eight (8) persons

G. The Board may also limit access of guests of tenants using the pool and other common areas.

IV. PRIVACY

A. Should an owner or tenant observe a suspicious person or some unusual activity, please notify the management representative immediately. Phone numbers are located on the office door.

B. The front door locking system is for your protection and to maintain your privacy. Please report any abuse, including any unlawful or unauthorized entry onto the property or into the units.

- C. Always notify the management representative if your unit is to be occupied by someone else in your absence.

V. ACCESS TO UNITS

- A. A pass key to all units will be retained by the management representative. If a homeowner refuses to comply, the management representative will give written notice to the homeowner that he/she has 30 days to comply. Refusal will result in the Board taking any action necessary including having the door re-keyed and billing all costs to the homeowner.
- B. No change, modification, alteration or addition to any unit entrance lock will be permitted unless approved by the Board with an access key provided the management representative.
- C. In case of an emergency, a management representative is authorized to enter any unit to handle the situation by whatever means necessary and/or appropriate at his/her sole discretion.
- D. Exterior screen doors (corridor side) or modification of the door design from the original and uniform door external design are prohibited.
- E. Owners and tenants who plan on being away from their units for an extended period must turn off the water supply at the unit's main cut-off valve. The main cut-off valve is usually found in the air handler closet.

VI. UNIT REPAIRS

- A. All inside unit repairs, including windows and doors, are the responsibility of the homeowner.
- B. The management representative should not be requested to perform repairs that are the responsibility of the homeowner. However, if requested, the management representative may provide a list of available repair and maintenance companies.

- C.** Should a homeowner find it necessary to have outside workers perform work within a unit, prior notification shall be given the management representative. A note in the drop box in the lobby will suffice.
- D.** All contractors, workers and movers must be given a copy of the "Rules for Contractors, Workers and Movers," and the homeowner must ensure that the rules are followed. This document is available in the HOA office.

VII. ELEVATORS

- A.** When using elevators, please keep in mind the need of others to use them as well.
- B.** The elevator "hold" button is for emergency use only and should not be used for loading and unloading.
- C.** When the elevator is needed for furniture, equipment or other large objects, please request the management representative to install elevator padding.
- D.** Please report elevator malfunctions to the management representative.
- E.** If at all possible, please avoid moving on high traffic week-ends and holidays.

VIII. SWIMMING POOL

- A.** Swimming in the pool is permitted only between 10:00 A.M. and 9:30 P.M. or dark, whichever occurs earlier. The pool will be closed during cold weather and whenever repairs or improvements are necessary.
- B.** No lifeguard is provided at the pool; therefore, persons using the pool do so at their own risk. Children under twelve (12) years of age must be accompanied by a responsible adult. Also, it is a good safety practice to never swim alone.

- C. Please be mindful of other persons using the pool and tenants by being courteous and considerate. Loud noise/music, running, pushing, shoving and rough playing of any kind will not be tolerated in the pool area.
- D. Diving is not permitted in the shallow end of the pool.
- E. Rafts and similar items are not permitted except those used as safety aids for children.
- F. Pool furniture is not to be removed from the pool area and umbrellas must be folded and tied after each use.
- G. Food shall not be consumed at the pool as this is a health and safety matter. Beverages at poolside are allowed only in non-breakable containers. **FOR SAFETY REASONS, NO GLASS CONTAINERS ARE PERMITTED IN THE POOL AREA AT ANY TIME.** Since the pool has to be drained if broken glass is found in the pool, any and all costs incurred will be assessed the responsible homeowner. Please remember that homeowners are responsible for any damage incurred by their guests!
- H. The pool and all facilities are solely restricted for use only by the owner/tenant/occupant and his/her guests while the owner/tenant/occupant is on the premises.
- I. The Board may restrict the number and/or frequency of tenant's guests using the pool.

IX. TRASH CHUTE

- A. All trash placed in the chute must be secured in garbage bags.
- B. Items too large for the chute must be deposited in the trash carts located in the basement. Please do not try to force oversized items into the chute.
- C. Loose garbage of any kind shall not be thrown into the trash chute. Sawdust or vacuum cleaner dust when dropped down the chute may set off the fire alarm.

- D.** Do not leave trash or empty boxes in the hallways/corridors at any time. Please move such materials to the trash bins immediately.

X. RECYCLING

- A.** To protect our environment and help keep our planet "green," all homeowners, tenants and guests are strongly encouraged to recycle whenever possible.
- B.** Residents have "curbside" recycling available in the gray containers at the north end of the building.
- C.** The following materials should be recycled: Clear, brown or green glass; newspapers; junk mail; magazines; other clean paper, aluminum and steel cans; rinsed plastic bottles/jugs/containers (without lids) having a triangle that has the number 1, 2, 3, 4, or 5 inside the triangle (usually on the bottom); cardboard (broken down); soft covered books; cereal boxes and similar clean boxes. **(Note: Recycled materials do not have to be sorted.)**

XI. LOBBY, CORRIDORS AND STAIRWELLS

- A.** Security is very important to all at Harbor Oaks; therefore, the front door, recreation room door and the door leading to the garbage bin area are to remain closed at all times. Please do not leave the front door open while parking your car and please make sure you recognize the owner/resident/occupant/guest before allowing anyone to enter the building. Also, please refrain from giving out the front door code to visitors, delivery personnel, et.al. Visitors simply need to call you via the outside electronic control panel and the door will open when you **press *9.**
- B.** For safety reasons, parents and others responsible shall not allow children to run or play in the hallways, corridors, stairwells and parking lot.
- C.** Smoking and the use of tobacco are prohibited in the lobby, hallways, corridors, stairwells and elevator.

- D.** Items such as boxes, laundry, coolers, bicycles, fishing poles, etc. shall not be placed in the hallways, corridors or stairwells.
- E.** Painting of hallways, corridors and stairwells is not permitted, as these areas are the responsibility of the HOA.
- F.** Decorative plants, flower boxes, chairs, tables, etc. which do not allow a minimum of four (4) feet of walking space between the wall and the object are prohibited by the Fire Marshall. Decorative flowers or other appealing items are permitted against the outer walls of the elevator access areas if they protrude no more than three (3) feet from the outer walls and are at least four (4) feet from the elevator doors.
- G.** Unit doors should remain closed due to the fire code.
- H.** Luggage and grocery carts must be returned to the lobby when you are finished unloading. They are not to be left on your floor or in the elevator.

XII. BALCONIES

- A.** Objects are not to be thrown from the balconies at any time. This includes garbage, cigarette butts, towels, paper, fire works, etc.
- B.** Feeding the seagulls or other birds is a very serious violation of these Rules and Regulations and could result in a fine or suspension of privileges. Feeding the birds encourages the birds to nest on the balconies and to leave waste deposits, creating a health hazard.
- C.** Clothing is not to be hung over the rails or on clothes lines on the balconies.
- D.** Objects are not to be placed on the balcony ledges or railings.
- E.** Awnings, projections and umbrellas are not allowed on the balconies.

- F.** All balcony furniture should be rust proof to prevent the staining of the exterior of the building. Glass tabletops are discouraged due to the possibility of flying glass in a storm
- G.** No cooking or cookers are allowed on any balcony.
- H.** Balcony floors and walls are considered property of the Association and may not be painted or modified with any coating which will change or damage the present coating. Any painting of these surfaces must have prior management representative approval. Tile overlay is an acceptable modification but it must extend to the edge of the concrete floor and be properly grouted and sealed.
- I.** Hosing balconies is not permitted.

XIII. STORM PRECAUTIONS

- A.** All balcony furniture, plants and other objects must be removed if strong winds or hurricanes are forecast or if a hurricane watch is in effect.
- B.** The HOA and management representatives are not responsible for clearing balconies or for installing or removing hurricane shutters. Homeowners must make their own arrangements if away and a storm is approaching.
- C.** Homeowners must keep the locks on their sliding doors in working order so that the doors can be locked during storms. Doors and windows that cannot be secured prior to a hurricane or storm are subject to being repaired by the Association and the owner will be responsible for all charges.
- D.** When leaving your unit for an extended period of time, it is a good idea to remove items from your balcony. Please make sure that your sliding doors and windows are also locked.

XIV. FIRE DOORS AND ROOF

- A.** Unauthorized persons are not permitted on the roof. If you need access to the roof for any reason, please contact the management representative.

- B.** For after-hours HVAC service, Taylor's Heating & Air (910-458-5732) is authorized to access the roof without prior approval.
- C.** All fire doors must be fully closed at all times by order of the Fire Marshall.

XV. GUESTS

- A.** Owners and tenants are responsible for seeing that their guests follow these Rules and Regulations and conduct themselves in a lawful and courteous manner.
- B.** The management representative must be notified whenever guests will be occupying a unit in the owner/tenant's absence.
- C.** Guests are allowed to use the condominium facilities only when occupying a unit or when the owner/tenant is on the premises.
- D.** Any gathering of more than six (6) guests in a common area (pool, grill area, conference/party room) requires prior notification of the management representative so that notice can be given other owners.
- E.** The Board of Directors may restrict the number and frequency of tenant's guests using common areas.

XVI. FOOD AND BEVERAGES IN COMMON AREAS

- A.** Arrangements must be made and approval received from the management representative for functions requiring food or beverages in the common areas.

XVII. SIGNS

- A.** No signs shall be displayed on any unit, including "for sale" or "for rent" signs.
- B.** Please check with the management representative before posting notices on the lobby announcement board.

XVIII. TENNIS

- A.** Only tennis shoes or other soft soled shoes are allowed on the tennis court.
- B.** Appropriate court attire is required, as well as the principles of good tennis etiquette.
- C.** Please limit play time to one hour when others are waiting.

XIX. PARKING

- A.** Parking under the canopy is for **loading and unloading only**. It is not for brief convenience parking. Violators are subject to HOA fines and/or towing.
- B.** Short-term parking of boat trailers, RV's, etc. is permitted for the homeowner/occupant; however, a limit of three or four days is recommended with seven (7) days the maximum for any 30-day period. Prior to parking a boat trailer, RV, etc., the homeowner/occupant must provide the following information to the HOA Representative (via the box in the lobby): Name of homeowner/occupant, unit number, description of trailer/RV/other vehicle, date of arrival and expected date of departure. Please park such vehicles out of the main parking areas and back shorter boat trailers into the parking spaces.
- C.** For safety reasons, skateboards, scooters, skates, etc. are not permitted in the parking areas.
- D.** For sanitary and nuisance reasons, birds and other animals shall not be fed in the parking lot or in any other common area.

XX. NOISE

- A.** With sixty-four units in our condominium, everyone must respect the rights of others. The "Golden Rule" should prevail at all times.

- B.** All occupants are asked to keep the noise level of musical instruments, radios, stereos, televisions, etc. low enough to not disturb other occupants, especially after 10:00 P.M. and before 8:00 A.M.
- C.** Children should be kept under close supervision of their parents or other responsible adult at all times and should be in their own living quarters after 10:00 P.M.
- D.** Quiet and orderly conduct is expected by everyone, especially between 10:00 P.M. and 8:00 A.M.
- E.** In consideration of other occupants, owner maintenance or modifications which cause noise to be transmitted outside of the unit shall not be done between the hours of 8:00 P.M. and 8:00 A.M. except in emergencies. A separate document entitled, "Rules for Contractors, Workers or Movers," is the control document for such persons who are doing building maintenance or modification or who are moving furniture and equipment to/from the units. Owners and tenants are required to provide this document to persons involved prior to the beginning of any work. Copies are available in the HOA office.
- F.** If noise from a neighboring unit disturbs you, politely discuss the problem with the offending neighbor prior to asking the management representative to become involved. The Board is the ***last resort*** whenever there are conflicts between neighbors. Any such complaint must be in writing.

XXI. PETS

- A.** Certain pets may be allowed, subject to approval of the Board and compliance with these rules; however, **dogs are not allowed under any circumstance.** Applications must be in writing.
- B.** With the exception of dogs, it is the discretion of each homeowner as to whether they permit tenants in their unit to have pets. However, prior approval must still be given by the Board. Each homeowner renting/leasing a unit and permitting their tenant to have pets should

note that the homeowner is ultimately responsible for any fines which may be incurred by the tenant for any rule violations.

- C.** Granting permission to have a pet is for each specific animal and is not to be taken as general permission to have pets beyond those stated in the application.
- D.** All pets must be kept inside the unit. Pets are prohibited in any common area except when inside a pet carrier or cage.
- E.** Any pets making excessive noise should be reported to the management representative's office.
- F.** If any pet creates a disturbance or generates valid complaints, permission to have the pet may be revoked by the Board. The homeowner is responsible for seeing that the pet is removed.
- G.** Homeowners/tenants not abiding by these regulations will be fined by the Board and are required to remove the pet.

XXII. HOMEOWNER ASSOCIATION FEES

- A.** Homeowner Association fees are to be paid quarterly and are due the 1st day of each quarter (January 1, April 1, July 1 and October 1), whether or not a statement is received by the owner. If a statement is not received, the homeowner should contact the management representative.
- B.** If any fees are not paid within 30 days of the due date, the homeowner will be charged a \$25 administrative fee for collection. Interest will also be charged at a rate of 1.5% per month and added to the bill. The homeowner will also be charged any legal costs incurred and any fees imposed by a collection agency, should such be necessary.
- C.** A lien on the property may be recorded whenever Homeowner Association fees are in arrears enough to warrant action by the Board. The homeowner is responsible for reimbursing the Association for any legal fees and other costs associated with filing of the lien.

- D.** As noted earlier, units may not be rented/leased for a period of less than six consecutive months.

XXIII. FINES

- A.** The Board shall have the authority to issue a fine not to exceed \$150 for each occurrence, suspend the rights of anyone to use common facilities for a period of time not to exceed two weeks, or impose both a fine and suspension for violation of these Rules and Regulations.
- B.** The fine assessment procedure is as follows:
- The offender and the homeowner will be notified by mail with the violation and amount of the fine stipulated.
 - If the fine is not paid within 30 days, an additional \$10 per month administrative fee will be added to the bill.
 - After \$1000 in unpaid bills has accumulated, a lien will be placed on the property. The homeowner is responsible for all legal fees and other costs associated with filing of the lien.
- C.** Some standard fines are as follows:
- Illegal pets: \$25 first offense, \$100 second and additional offenses.
 - Throwing anything off balconies or breezeways (corridors): \$25 first offense, \$100 second and additional offenses.
 - Feeding birds: \$25 first offense, \$100 second and additional offenses.
 - Trash in chute not in a secured plastic bag: \$25 first offense, \$100 second and additional offenses.
 - Litter in the lobby, swimming pool, elevator and other common areas: \$150 (Note: This includes matches, cigarette butts, cans, bottles and litter of any kind.)
 - Smoking in lobby, elevator, conference/recreation room, breezeways (corridors), stairwells: \$25.
 - Each day a violation continues to exist shall constitute a separate violation and offense, subject to fines and/or suspension of privileges to common areas.

- E.** The homeowner is ultimately responsible for payment of fines and collection costs, whether the offender is the owner, tenant or guest. Any person fined may request a hearing before the Board of Directors. Such request must be in writing within thirty (30) days of the notification of the fine.

XXIV. CONCLUSIONS

- A.** Comments, questions and/or suggestions about these Rules and Regulations are welcome at any time but should be submitted in writing to the management representative.
- B.** Any violation of these Rules and Regulations should be reported promptly to the management representative.
- C.** The Board of Directors may delegate enforcement of these Rules and Regulations; however, the final authority on all decisions lies solely with the Board.
- D.** Pursuant to the By-Laws of the Harbor Oaks Homeowners Association, these Rules and Regulations will be reviewed and amended as necessary by the Board of Directors.

These Rules and Regulations were promulgated pursuant to the Declaration of Condominium and By-Laws of the Harbor Oaks Homeowners Association and were unanimously approved by its Board of Directors on January 18, 2010.