

# **HARBOR VIEW AT THE MOORINGS, INC. RULES & REGULATIONS**

*(Adopted by Harbor View Board of Directors October 2018)*

## **PREAMBLE**

The condominiums at Harbor View at the Moorings were built to provide their owners with a comfortable, tranquil, and enjoyable place to live, either full time or while on vacation. In order to ensure this, as well as to provide maximum flexibility and freedom for forty-seven owners living in close proximity to one another, it has been, and is, necessary to provide some commonly accepted standards for behavior.

The Harbor View Rules and Regulations have been provided to each owner at the time of purchase. Each new owner will be asked to sign a statement that the rules have been read and understood. A copy of these Harbor View Rules and Regulations shall be left in each unit and brought to the attention of all tenants and guests. These Rules and Regulations shall apply equally to owners, their families, guests, and lessees.

## **PREMISES**

1. The common property (or limited common property such as driveways and walkways with easement for access to boat slips) shall not be obstructed in any way. All common areas inside and outside the buildings will be used only for their designated purposes. No articles belonging to unit owners or their tenants shall be kept therein or thereon.
2. Owners and/or tenants are responsible for any damage or defacing of property, which they or their tenants have caused.
3. To maintain uniformity of exterior appearance, no decoration, plants, plastic or glass enclosures, screens, awnings, or other objects shall be painted, inscribed, affixed, or exhibited by any unit owner on any part of the condominium premises visible from the exterior of the buildings, or from common areas, without the prior written consent of the Board of Directors. (It is recognized that some units in the Association are currently out of compliance with this regulation. Such out-of-compliance situations will be "grand fathered" for all current unit owners. However, these regulations will apply to any future exterior alterations, and they will apply in full for all new owners at such time as a unit is sold.)
4. Owners and/or tenants shall not cause anything to be hung, displayed, or placed on the exterior walls, doors, or balconies. Laundry, bathing suits, mops, rugs, or clothing are not to be hung from the stair rails, balconies, porches, or window ledges. "For Sale" or "For Rent" signs are not allowed.
5. Requests for Hurricane Shutters must be submitted in writing to the Board. All shutters shall be white in color, constructed by an approved manufacturer, installed by a certified approved professional, and the shutters should be in the closed position only during hurricane season. An application for this modification is available from Elliott Merrill Community Management or their website. **Hurricane shutters may only be closed during hurricane season, which is from June 1<sup>st</sup> – November 30<sup>th</sup>.**

6. In order to harmonize with the exterior of the buildings, all shades, blinds, draperies, and curtains visible from outside the unit and, hereafter installed, shall be of one color, preferably white, or other low intensity subdued hue that will blend in with the building.
7. No radio or television antenna or antennas, or any wiring for such purpose, shall be installed on the exterior of any building. It will, however, be permissible for owners to install 18 inch satellite TV dishes; they must be kept within the balcony area and back against the door to the unit.
8. Disposition of garbage and trash shall be by use of receptacles provided by the Association or its agents in the locations identified for such disposal. All garbage is to be secured in plastic bags and placed inside garbage bins. Recycling containers are to be used when and as provided.
9. Barbecuing or grilling or storage of grills on balconies or on common areas is prohibited.
10. Loud noises disturbing to other residents and tenants are prohibited. All televisions, radios, stereos, playing of musical instruments, singing, or conversations must be regulated to sound levels that will not disturb others.
11. Owners of units, other than on the ground floor of the condominium, must use sound deadening materials in the installation of floor tiles, parquet, or similar floor treatments. The feeding of birds and/or wild animals is prohibited.
12. No flammable materials shall be stored upon any portion of the condominium premises.
13. Owners upgrading their screen porch flooring must waterproof the slab according to the Tremco Vulkem 350 Under Tile Specification prior to installation. (Neogard / SureGard / Tremco, #171 primer / 350 finish (no rain / water during application)).
14. Owners who have planned and approved renovations shall commence construction between the hours of 8 a.m. – 5 p.m., Monday through Friday and 8 a.m. – 2 p.m. on Saturday.
15. Owners that park their bike at the bike racks on the south side of bldg. 1 must be labeled with name and Harbor View unit number. All bikes must be in operational condition and brought inside when leaving for the season.

## **MANAGEMENT**

1. The management company is responsible for the maintenance of all common areas and limited use elements of the Harbor View property. These include carports, pool, grounds, lighting, and exterior of structures. The magnitude of this job precludes any activity by the management company inside individual condominiums, except for routine inspections during extended absences of owners (who have signed up for the quarterly inspection service), or in the case of real emergencies, such as water system leaks, fires, electrical problems, and so forth. The maintenance technician is on the premises Monday – Friday from 7:00 a.m. – 11:00 a.m.

2. ***The management company shall, at all times, have a key to each unit. No unit owner shall alter any lock nor install any new lock on any doors leading to his/her condominium unit without the knowledge of the management company. If the lock is changed, the management company shall be provided with a duplicate key as soon as possible.***
3. When the owner is not in residence and he or she wishes a lessee or guest to use the unit and the common facilities, the owner shall give to the management company, in writing utilizing the applicable form, the names of the lessee(s) or guest(s), the length of their expected stay in the unit, and the date and time of their expected arrival and departure.
4. No condominium owner or resident shall direct, supervise, or in any manner attempt to assert any control over any employee of the Harbor View Association nor shall he/she attempt to send any such employee upon private business of the owner or resident, with the exception only of any mutually agreed upon non-duty-time services.

## **VEHICLES AND PARKING**

1. Owners and tenants must park in their assigned carport spaces. Owners and/or their guests may, upon approval of the Board of Directors, park a second vehicle in the open parking area adjoining their assigned/numbered spaces.
2. Passenger automobiles, SUVs and trucks that do not exceed the size of one parking space may be parked in the areas provided for that purpose.
3. ***Any vehicle engaged in commercial activities or licensed commercially; boat trailers, motor homes, more than four tire trucks, cargo vans, oversized vans, motor cycles, etc., are not to be parked regularly on the condominium property. In all instances, any approved vehicle must not exceed the size of one parking space in the areas provided for that purpose.***
4. No washing or hosing off of vehicles will be allowed on the condominium property.

## **PETS**

1. Usual household pets (defined as dogs, cats, hamsters, goldfish etc., but not unusual pets such as ferrets, snakes, or normally wild animals) may be permitted on the condominium premises only with the advance written consent of the Board of Directors. All pets that shall be acquired after this provision is approved, shall weigh no more than forty-five (45) pounds when full grown. No more than two pets will be allowed within any single condominium unit.
2. Pets shall not be allowed to run free. They must be kept on a leash under control and walked off the condominium premises, in compliance with the Indian River County leash law. Owners are required to pick up pets waste and dispose of it properly.
3. Pets will not be permitted in the pool area at any time, including the pool deck.

4. The owner of any pet causing or creating a continuing nuisance or unreasonable disturbance will be given no more than three notices of disapproval or warnings about the pet's misconduct which may be disputed by owner. If, after such warnings, the disturbance continues, the offending pet unfortunately must be permanently removed from the condominium premises within (30) thirty days of notice from the Board of Directors.

## **SWIMMING POOL**

1. All persons using the pool do so at their own risk.
2. All persons must use the pool shower and remove suntan oils before entering the pool.
3. Children under age thirteen (13) using the pool must be accompanied and supervised by an adult. Toddlers, who are not toilet-trained, are not permitted in the pool.
4. No floating objects, flippers, or scuba equipment are permitted in the pool.
5. To comply with insurance regulations and to avoid accidents; running, noisy or boisterous conduct, unnecessary splashing, and ball throwing are not permitted in or around the pool area.
6. Playing of radios or recordings in the pool area is prohibited, except for those being listened to with earphones.
7. The pool is for the private use of Harbor View Condominium owners, their families, and their guests. Management reserves the right to deny use of the pool to anyone at any time.

## **CHILDREN**

There shall be no restriction as to the minimum age of children who may live in or visit the condominium. It is well recognized, however, that young children particularly may become a source of annoyance to adults. For this reason, the activities and behavior of all children, when upon the condominium's premises, shall be regulated by an adult, including physical supervision, where necessary. When they believe corrective action is necessary, the Directors, or their designated representative, shall, at all times, have the authority to reasonably require that the owner, lessee, guests, or other adult who is responsible for a particular child's conduct, exercise such supervision.

## **SALE OR RENTAL**

1. The rental or sale of units requires the approval of the President of the Board of Directors or his designee.
2. ~~It is the desire of the Board of Directors that during the peak season months of January, February, and March, the minimum permissible period of rental shall be for one calendar month. During other times, the rental period for the condominium shall be for a minimum of one (1) week. The recorded rule pertaining to the rental period is a minimum of one (1)~~

week. Lease applications that are submitted within 7 days from the start of a lease, shall be required to pay a rush fee of \$50 to expedite the approval.

### **RECOGNITION OF PROBLEMS**

1. All suggestions or complaints from owners pertaining to these Rules and Regulations or the management of Harbor View should be directed in writing and signed to the President or any other member of the Board of Directors.
2. It will be the responsibility of the Board to assess whether or not an actionable violation of these rules has taken place. While all suggestions or complaints will be reviewed, multiple input to the Board about a specific situation will receive particularly intensive scrutiny.
3. To assist such reviews, the Board may, but does not have to, convene an ad hoc committee of residents to review all sides of the situation and to present a recommendation for action (or for inaction) to the Board.

### **ENFORCEMENT**

1. Final interpretation of these Rules and Regulations shall rest with the Harbor View Board of Directors. If following a thorough review of the situation, the Board does determine that a violation has occurred; it will be the Board's responsibility to take action to correct the situation. The Board's decision shall be binding on all parties to any controversy concerning violations of these Rules and Regulations.
2. Upon agreement among the members of the Harbor View Board of Directors that a violation of these Rules and Regulations has occurred, a letter will be mailed within three business days to the owner of the offending unit requesting that the violation be corrected within thirty (30) days.
3. If not corrected within that period, the Board shall be authorized to seek legal assistance in enforcing the Rules and Regulations.

Thank you,

Harbor View Board of Directors