

Residences at Harbour Pointe West Condominium Association

Rules & Regulations

February 22, 2024

1. **Nuisances:** No nuisances shall be allowed upon the condominium property, nor any use or practice that is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the Condominium shall be kept in a clean and sanitary condition.
2. **Sale or Lease of the Unit:** In order to preserve the residential character of our Condominium, the unit may be leased for not less than 6 months at a time. The buyer and/or the tenant will be required to meet with the board of director/s for an orientation. The board's approval is needed before moving in. Please review the board's resolution for reasons for disapproval. For all leases and sales, the Property Management Company needs to be notified at least two weeks prior to occupancy. An application fee of \$150 will be required. The Management Company will perform a national background check on all potential buyers and tenants and will share the report with the Board.

A proposed lease or sale of a Unit may also be disapproved for good cause by the Board of Directors based upon a delinquency by the Unit Owner in the payment of an assessment on the Unit at the time approval is sought, as authorized by subsection 718.116(4) of Florida Statutes.

3. **Signs:** No "For Sale" or "For Rent" signs or other displays or advertising shall be maintained on any part of the common elements, or units, including windows and balconies. The Association may allow the owners to advertise their units on a single 3"x 5" card on the building's bulletin board near the mailbox area.
4. **No Smoking:** No smoking shall be allowed inside common areas including the elevator, stairwell, lobbies, hallways and storage rooms.
5. **Parking:** No trucks, trailers, camper-type vehicles or commercial vehicles shall be parked in any parking space. Parking shall be limited to passenger automobiles, passenger vans, and motorcycles in the space provided. There shall be no boats or boat trailers parked or stored on the property. All vehicles should be free of oil leaks and need to be in working order, with valid tags and registration.

6. **Antennas/Satellite Dishes:** No antennas or satellite dishes of any type designed to serve a unit or units shall be allowed on the common elements or limited common elements.

7. **Pets:** A unit owner with a pet shall abide by the Rules and Regulations of the Association including cleaning up after the pet. Pets must be on a leash in the common areas. Excessive barking or aggressive behavior will not be acceptable.

8. **Exterior Appearance of the Units:** No unit owner shall decorate or alter any part of his/her unit or the building so as to affect the appearance of the building from the exterior without the prior written approval of the Board of Directors of the Association. Such decoration or alteration shall include, but not be limited to, painting or illumination of the exterior of the building, replacement of the balcony ceiling fan other than the original size white fan, addition of reflective film or other window treatments, with the exception that during holiday seasons they are allowed and should be removed from outside balconies after an appropriate date.

9. **Balconies:** No unit owner shall cause balcony of his/her individual unit to be screened or glassed. All balconies shall be kept clean, neat and orderly at all times. Cooking grills on balconies are prohibited due to fire code and insurance regulations. Display of objects upon balconies or railings or exterior windows shall be allowed only during the national holidays for a period not to exceed 30 days.

10. **Drying:** The drying of clothing, bedding, drapes, towels, linens or any other similar items should not be dried or aired in outdoor balconies.

11. **Growth of mold and mildew:** All unit owners should keep their units as dry as possible to prevent the growth of mold and mildew. All owners need to notify the Property Manager promptly of any water leaks, spills, excessive moisture conditions, mold, mildew and/or standing water either in the Unit or in any Common Area. Mold can be hazardous and cause health problems. If left untreated, it can spread throughout the building, causing possible health dangers and monetary damage. All residents need to take responsibility in combating this.

12. **Vacant Units over 30 days:** It is strongly recommended that any Unit that is not occupied for over a month should be inspected by an individual of the Owner's choice to make sure of any possible damage to the Unit such as water leaks occurring inside the unit, causing water intrusion into the other adjacent Units. Should such intrusion occur, it shall be the duty of the Unit Owner to immediately inform the Association of the occurrence. Any damage caused to other units will be responsibility of the Unit Owner.

13. **Alterations Inside the Units:** Prior to any inside construction and alteration, it is the responsibility of the unit owner to submit the work plan in detail (Alteration Request) to the Association's Board. The Board will study and approve or disapprove the request with 10 working days. Unit owner shall be responsible for obtaining all required government permits or other authorizations required by law prior to submitting the request to the Board. .

14. **Front Doors, Storage Unit Doors and Unit Windows:** If requesting to paint, it must be painted the same original colors. Reflective film on the windows to reflect the sun away from the windows can be installed on the inside of the window glass with Board's approval.

15. **Storage:** No common areas, stairway landings, beneath stairways, entrance alcoves, air conditioning enclosures, nor balconies shall be used at any time for storage purposes. Unit Owners should only use their private storage rooms to store their own items including parking their bicycles.

16. **Trash and Garbage:** All trash, garbage and pet waste shall be securely enclosed in plastic bags designed for such a purpose and shall be closed securely at the top and placed into the dumpster located in the parking lot.

17. **Negligence:** Unit owners shall be liable for the cost of maintenance, repair or replacement of any component of the common property that becomes necessary due to the negligence of the Unit Owner, his/her family, invitees or lessees.

18. **No Flyers on Front Doors:** It is strongly recommended that no owner to place any flyers or inappropriate notes on a neighbor's door.
