



## RULES AND REGULATIONS OF THE VILLAS AT HARBOR ISLES CONDOMINIUM ASSOCIATION, INC.

Pursuant to the powers vested in the Board of Directors of The Villas at Harbor Isles Condominium Association, Inc., the following rules and regulations of The Villas at Harbor Isles Condominium Association, Inc. have been adopted at the first meeting of the Board of Directors, The defined terms used herein shall have the same meaning as ascribed to them in the Declaration of Condominium of The Villas at Harbor Isles, a Condominium (the "Declaration").

Section 1.       **Enforcement:** Every owner and occupant shall comply with the Rules and Regulations set forth herein, any and all rules and regulations which from time to time may be adopted by the Board of Directors, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time to time. All violations of these Rules and Regulations shall be reported immediately to a member of the Board of Directors, an Association officer and/or the management agent. Disagreements concerning violations, including, without limitation, disagreements regarding the proper interpretation and effect of these Rules and Regulations, shall be presented and determined by the Board of Directors of the Association, whose interpretation of these Rules and regulations and/or whose remedial action shall be dispositive. In the event that any person, firm or entity subject to these Rules and Regulations fails to abide by them, as they are interpreted by the Board of Directors of the Association, they shall be liable to be fined by the Association for each such failure to comply or other violation of these Rules and Regulations. The Association shall afford such person and opportunity for hearing before a committee of Owners (which committee may be the Board of Directors of the Association, if all members of the Board are owners) after reasonable notice of not less than fourteen (14) days and said notices shall include: (a) a statement of the place and time of hearing; (b) a statement of the provisions of the Declaration, By-Laws or these Rules and Regulations which have allegedly been violated; and (c) a short and plain statement of the matters asserted by the Association. Such fine, which shall not exceed \$100 for each violation, and \$100 per day for each day that such violation continues after notice of the same is given to a member in violation of these Rules and Regulations, each such day being deemed to be separate violation in the event of ongoing violations, shall be collected by the Association and shall become a part of the Common Surplus of the Condominium; provided, that no such fine shall in the aggregate exceed \$1,000.00. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. If the Board of Directors of the Association deems it necessary, it may bring an action at law or in equity, in the name of the Association, to enforce these Rules and Regulations, including the provisions herein for fines. In the event any such action is instituted, and reduced to judgment in favor of the Association, the Association shall in addition be entitled to recover its costs and attorneys' fees incurred in enforcing these Rules and Regulations. Notwithstanding the foregoing, these Rules and Regulations shall not apply to Developer, its agents or employees and contractors, or to institutional First Mortgagees, or to the Units owned by either developer or such Mortgagees.

Section 2.       **Children:** Children shall not play on or about the Common Elements of the Condominium in an unruly manner. Parents will be responsible for ensuring that their children are properly supervised while using Common Elements and any such use shall be at the sole and exclusive risk of the user.

Section 3.       **Use and Maintenance of Units:** Units are limited to residential Single family use. A unit owned by an individual, corporation, partnership, trust or other fiduciary may only be occupied by the following persons, and such persons' families and guest: (i) the individual Unit Owner, (ii) an officer, director, stockholder or employee of such corporation, (iii) a partner or employee of such partnership, (iv) the fiduciary or

beneficiary of such fiduciary, or (v) permitted occupants under an approved lease of the Unit (as described below), as the case may be. In any case where the Unit Owner is not an individual, the person(s) to occupy the Unit must be registered by the Unit Owner with, and approved in writing by, the Condominium Association prior to occupancy. Occupants of an approved leased Unit must be the following persons, and such persons' families and guests: (i) an individual lessee or sub lessee, (ii) an officer, director, stockholder or employee of a corporate lessee or sub lessee, (iii) a partner or employee of a partnership lessee or sub lessee, or (iv) a fiduciary or beneficiary of a fiduciary lessee or sub lessee. Units may not be used for business use or for any commercial use whatsoever except from a home office with no business traffic. Each Owner shall maintain, repair and replace, at such Unit Owners expense, all portions of his Unit, including, but not limited to, the air condition equipment, electrical and plumbing fixtures, cabinets, carpets, other floor covering, front doors, sliding doors, windows, equipment and appliances located therein or exclusively serving the same, in such a way as to not disturb any other Unit Owners. Owners will also keep all brick pavers installed at their Unit (or any Limited Common Elements associated there with) clear of weeds. Each Owner will also maintain and keep any patio, courtyard, terrace, back yard, front yard, entryway, and/or covered entryway to his Unit in an orderly condition and repair or replace any damaged screens and shutters.

Section 4. **Use of Common Elements:** The Common Elements of the Condominium are for the exclusive use of members of the Condominium Association and their immediate families, lessees and guest accompanied by a member, and no other person shall be permitted to use the Common Elements of the Condominium unless accompanied at all times by a member or a member of his immediate family, without the prior written consent or the authorization of the Condominium Association, subject to any easement or other rights therein or thereto which have been reserved or granted by Developer. The Common Elements and Limited Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Units. There shall be no marking, marring, damaging, destroying or defacing of any part of the Common Elements. Unit Owners shall be held responsible for, and shall bear any expense of, such damage caused by said Unit Owner, his family, guests, lessees and/or invitees, including, without limitation, any damage to the Common Elements caused by moving into or removing from their Unit household furnishings or other objects, or by any other deliveries to or from Units by their invitees.

Section 5. **No Nuisance or Noise:** No nuisances shall be allowed upon the Condominium Property nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the Condominium Property by residents. All parts of the Condominium Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor shall any neither fire hazard nor poisonous, hazardous or toxic substances be allowed to exist. No use shall be made of any Unit or of the Common Elements or Limited Common Elements which would increase the rate of insurance upon the Condominium Property. No Unit Owner shall make or permit any disturbing noises in the Building to be made by himself or his family, agents, visitors and licensees, or permit any conduct by such persons that will interfere with the rights, comforts, or conveniences of other Unit Owners.

No Unit Owner shall play or permit to be played any musical instrument, or operate or permit to be operated a phonograph, television, radio or sound amplifier in his Unit, in such manner as to disturb or annoy other residents. No Unit Owner shall conduct, or permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents. No radio or television installation may be permitted in any Unit, which interferes with the television or radio reception of another Unit. The Owners shall not operate or permit to be operated any musical instrumental, phonograph, television, radio or sound amplifier in any manner that is reasonably likely to disturb others between the hours of 11:00 pm and 8:00am.

Section 6. **Lawful Use:** No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies pertaining to maintenance, replacement, modification or repair of the Condominium Property shall be the same as is elsewhere herein specified.

Section 7. **Leasing:** Leasing of shall be subject to the prior written approval of the Condominium Property Association as well as all terms and provision of the declaration. All leases shall be on forms approved in writing by the Condominium Association and shall provide that the Condominium Association have the right to immediately terminate the lease and evict the tenant upon default by the tenant in observing any of the provision of this Declaration, the Articles of Incorporation and By-Laws of the Condominium Association, applicable Rules and Regulations, or other applicable provision of any agreement, document instrument governing the Condominium. No portion of a Unit (other than an entire Unit) may be leased only for periods of at least twelve (12) consecutive months without the written approval of the Condominium Association. Tenants may not sublease a Unit. Unit Owners wishing to lease their Units shall be required to place in escrow with the Condominium Association an amount equal to the lesser of (i) the sum of \$1000, or (ii) an amount equal to one (1) month's rent under each such lease, which may be used by the Condominium Association to repair any damage to the Common Elements resulting from acts or omissions of tenants (as determined in the sole discretion of the Condominium Association). The Unit Owner and the tenant will be jointly and severally liable to the Condominium Association for any amount in excess of such sum which is required by the Condominium Association to affect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. Any balance remaining in escrow account, less an administrative charge not to exceed \$1500 to reimburse the Condominium Association for costs incurred in reviewing the lease, shall be returned to the Unit Owner within thirty (30) days after the Unit Owner notifies the Condominium Association in writing that the tenant has permanently vacated the Unit (which written notification must contain a request for the return of such money. All leases shall also comply with and be subject to the provisions of Article 11 hereof.

Section 8. **Vehicles and Parking:** Parking areas are solely for non-commercial automobiles with a current passenger registration. All vehicles must be parked in a proper parking space or other permissible area and no vehicle, boat or boat trailer shall be parked so as to impede ingress to or egress from other parking spaces, drives, roads, or building entry-ways. Unauthorized parking shall be grounds for removal of the vehicle by the Condominium Association at the expense of the vehicle owner and/or operator. No vehicle which cannot operate on its own power shall be permitted to remain on the Condominium Property for more than twenty-four (24) hours. No boat, boat trailer, commercial vehicles, work trucks, campers, mobile homes, motor homes, house trailers, or trailers of every other description, recreational vehicles, boats or boat trailers or vans shall be permitted to be parked or to be stored at any place on the Condominium Property, except as the Board may permit, In no event will trailer or mobile home be used on Condominium Property at any time as a residence either temporarily or permanently.

Any prohibition of parking contained herein shall not apply to temporary parking of work trucks and commercial vehicles, such as for pick-up, delivery and other temporary commercial services, nor to any of the Condominium Association's vehicles. Pick-up trucks and SUV's shall be allowed so long as they are personal vehicles with no signs on them. No repairs on vehicles may be performed on the Condominium Property.

Section 9. **Antenna:** No aerial or antenna shall be erected or maintained on or about the exterior of any Unit, Building, Common Element or Condominium Property without the prior written approval of the Condominium Association, which approval may be granted in the sole and absolute discretion of the Condominium

Association. Notwithstanding the foregoing, satellite dishes no larger than eighteen inches (18") shall be allowed in the back yard of the Unit at ground level so that they are not visible to surrounding Units or Common Elements.

Section 10. **Pets:** Except for one (1) cat or one (1) dog weighing less than twenty five (25) pounds for each Unit, no animals of any kind shall be kept in a Unit or allowed upon the Condominium Property except by prior written consent of the Board of Directors of the Condominium Association (except a small caged bird or tropical fish in a small fish tank which will not require the consent of the Condominium Association). Any consent shall apply only to that certain pet which is described in such written consent and shall automatically expire upon the death of other disposition of the pet. Moreover, any such written consent granted by the Board of Directors may be revoked by the Board of Directors after a showing of good and sufficient cause. Unit Owners maintaining pets on the Condominium Property, or whose guests, lessees or invitees bring any animal upon the Condominium Property, shall be responsible for, and bear the expense of, any damage to persons or property resulting there from.

Unit Owners shall not allow their pets to create a nuisance or disruptive noise. Pet shall not be permitted on the Common Elements except for the private patios of the Units and except for purposes of ingress to and egress from the Units, and may only be walked in such areas as are designated for such purpose by the Board of Directors. Unit Owners must promptly pick up all solid wastes of their pets and dispose of such wastes appropriately. All pets (including cats) must be leashed at all times when outside a unit or outside of any enclosed patio or porch area. Pets may not be kept in any patio or porch areas when the Owner is not in the Unit. Violation of provisions of this paragraph shall entitle the Association to all or its rights and remedies provided herein, including, but not limited to the right to fine Unit Owners and/or to require any pet to be immediately and permanently removed from the Condominium Property.

Section 11. **Hurricane Preparation:** Upon issuance of an official hurricane warning, each Unit Owner shall take all actions necessary to prepare his Unit for any such hurricane, including, without limitation, putting up hurricane shutters (supplied by Developer or which are otherwise approved in writing by the Condominium Association), removing all objects from patios, courtyards, terraces back yards, front yards, entryways and/or covered entry ways which will not be secured. Residents who have special evacuation needs (medical or transit) should make special arrangements prior to the hurricane season by contacting the Broward County Office of Emergency Management.

Section 12. **Obstructions:** The sidewalks, driveways, parking spaces, lawns, entrances, passages, vestibules, and like portions of the Common Elements shall not be obstructed or used for any purpose other than for ingress and egress to and from Condominium Property; nor shall any carts, carriages, chairs, tables, bicycles, motorcycles, motorbikes, scooters or any other objects be stored therein or thereon. The personal property of Unit Owners must be stored in their respective Units.

Section 13. **Structures:** No structure of a temporary character shall be permitted on Condominium Property at any time or used on Condominium Property at any time as a residence either temporarily or permanently. No storage shed or storage containers of any kind shall be permitted to be located on or about the Units (or any Limited Common Elements associated therewith) unless same have been approved in writing by the Condominium Association.

Section 14. **Windows, Patios and Doors:** No linens, cloths, clothing, clothing lines or similar devices, curtains, rugs, mops, or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors, fences or patios. Rugs, etc., may only be cleaned within the Units and not in any other portion of the Condominium. All patios and yards must maintain in a neat and orderly condition. All window treatments/awnings of any kind shall not be permitted on any Unit unless same have been approved in writing by the Condominium

Association. Security bars will not be allowed to be placed on any windows or doors. No signs, displays, advertisements or posters of any kind shall be displayed on either side of windows or on the exterior of the Unit (or any Limited Common Elements associated therewith) unless same have been approved in writing by the Condominium Association.

Section 15. **Refuse:** All refuse, waste, cans, newspapers, magazines and garbage shall be deposited in the area and/or container designated thereof.

Section 16. **Mildew/Mold:** Due to possible mildew and mold issues, each Owner shall be required to run all air conditioning systems within the Unit daily and otherwise vent the Unit. Each Owner shall be required to change all air conditioning filters at least once per month. All Unit Owners will abide by all terms and conditions of the Indoor Environmental Quality Disclosure, which will be executed at closing of the purchase of their respective Units.

Section 17. **Alterations:** No structural changes or alterations shall be made in any Unit, except upon approval, in writing, by the Board of Directors of the Condominium Association and the approval of the Institutional First Mortgagee, if any, encumbering said Unit. No Unit Owner or occupant of a Unit shall install wiring for electrical or telephone installations, nor install any type of television antennas, machines or air condition equipment, etc., except as authorized, in writing, by the Board of Directors of the Condominium Association.

Section 18. **Hazardous Substances:** No flammable, combustible, or explosive fluids, chemical or substance shall be kept in any Unit or storage area, except such as required for normal household or permitted business use.

Section 19. **Attic:** Attic access is only for maintenance and service personnel authorized by the Condominium Association.

Section 20. **Waterbeds:** Waterbeds are not permitted without the prior written approval by the Condominium Association.

Section 21. **Changes or Additions to Rules:** The Board of Directors of the Condominium Association reserves the right to change or revoke existing Rules and Regulations and to make such additional rules and regulations from time to time as, in their opinion, shall be necessary or desirable for the safety and protection of the buildings and their occupants promote cleanliness and good order of the property and to assure the comfort and convenience of Unit Owners.

Section 22. **Compliance with Rules:** All Unit Owners; and every lessee, guest, or visitor of a Unit Owner, shall comply with all the terms, conditions, covenants, restrictions and limitations contained in the Declaration, the Articles of Incorporation, and By-Laws.

Section 23. **Parking Spots:** 1. Each Unit is assigned ONE parking spot regardless of how many cars, occupants or bedrooms you have. 2. Guest spots are for whoever parks there first and can be used for your second vehicle or your guest's vehicle. They are NOT storage spots. A guest spot may be in front of your unit, but it is not YOUR spot. 3. All vehicles parked overnight in the complex must have a VHI parking sticker on your car. If you don't have one, call the Property Manager (954) 391-7668. Your car is subject to towing if it does not have a sticker.

**Vehicle Rules:** 1. No more than 2 vehicles may be registered to one unit, except for those registered prior to March 5th, 2016, or by prior written consent of the Board of Directors of the Condominium Association. 2. No more than 2 RFID's may be assigned to the unit. 3. Commercial vehicles are not allowed on

property after 9pm. An exception will NOT be made because it is your only vehicle. 4. Temporary special arrangements need to be made if you accept a commercial vehicle to be parked overnight, such as a moving van. 5. An inoperable vehicle, even if it is an antique, vintage or collectible, will be towed.

**Guests:** 1. Guest can be issued passes for up to 2 weeks. If your guests are staying longer, they can get their 20 day parking pass renewed. 2. If you have an overnight guest call/email the Property Manager, register it at the Guard House, giving the guest's name, vehicle make, color, tag# and how long they are expected to stay. Your guest's car may be subject to towing if it is not registered properly. A maximum of 40 days is allotted for an extended (Visitors) parking guest pass. After the 40 days if the vehicle is still on property it is subject to tow if the Vehicle owner has not gone through the application process and it is the second vehicle to the unit

Adopted on June 20, 2018

All other Rules as outlined in our By-Laws and declaration apply.