

Rules and Regulations

Harbour Links Condominium Association

The Rules and Regulations enumerated below shall apply to and be binding upon all unit Owners who shall at all times conform. Owners are responsible for educating Family, Guests, Lessees, and Visitors and for the actions of said. Violators of the Rules and Regulations are subject to the remedies authorized by the Laws of the State of Florida and the Documents of the Association, whose costs shall be borne by the Owner in violation. Should legal action be required to enforce remedies to violations, the Association shall be entitled to recover from the Owner any and all enforcement costs including, but not limited to, attorney and court costs.

Non-enforcement of any violation shall not be construed as a waiver of the Rules and Regulations nor shall such non-enforcement be used as a precedent and apply to other situations. Any waiver of the Rules and Regulations shall be issued by the Board in writing and may apply to a single situation, like situations, or situations that may develop in the future. However, any issued waiver may be revoked for any or no reason at any time in the future.

The Rules and Regulations are subject to amendment as provided in the Documents of the Association. They are designed for a pleasant comfortable environment, for a community in harmony, and for the mutual benefit of all.

1. Rules and Regulations:
 - a. Violations should be reported by the Owner to the Manager, a Board Member, or to the Board of Directors in writing using US Mail, e-Mail, or hand delivery except in the case of emergencies where verbal notification shall suffice.
 - b. Violations will be acted upon by the Manager or the Board of Directors in an expeditious manner and will keep the aggrieved informed of the current status.
 - c. Owners, whose Lessees, Guests, and Visitors are in violation of the Rules and Regulations, shall be and will remain fully liable for the actions of their Lessees, Guests, and Visitors.
 - d. Lessees, Guests, and Visitors who wish to report a violation, shall do so through the Owner unless the situation requires immediate action.
2. Facilities: The facilities of the Association are for the exclusive use of Owners and their Lessees, Guests, and Visitors. Any damage to the common areas shall be the responsibility of the Board to remedy, and costs incurred shall be paid by the responsible Owner in a timely manner. The Board shall not be obligated in any way to seek action against any individual in lieu of action against the responsible Owner.
3. Pool and Spa: These facilities are for the concurrent enjoyment of Owners, Lessees, Guests, and Visitors of the Association and are used by any individual at their own risk. All users must follow the posted rules. Only Association-owned pool furniture may remain on the pool's perimeter overnight; all other furniture, floats, chairs, towels, etc. must be brought back to the units

following their use. All trash must be gathered and disposed of in the trash receptacles of the unit; trash placed into containers at the pool is only temporary and must be emptied and brought to the unit owner's trash receptacles. Barbecue grills must be cleaned and secured after use. The pool is maintained under contract with a professional vendor; individuals are strictly prohibited from turning on, turning off, or adjusting any pool or spa equipment with the exception of the spa jets control.

4. **Flooring In Second Floor Units:** Owners must notify the Manager or Board in writing of plans to install or replace flooring with hard materials. Soundproofing in the form of code-compliant underlayment shall be tested prior to installation of hard surface flooring. The results of that testing shall be retained by the Owner for one year.
5. **Noise As A Nuisance:** Unit occupants shall enjoy peaceful use of their premises. Excessive noise from any source, be it human, mechanical, exercise equipment, electronic devices, etc that enters adjacent units or projects to the outside of the unit must be avoided and, if a complaint is made, remedied as expeditiously as possible.
6. **Obstructions and Markings:** Access to or through the common and limited common element shall not be obstructed in any manner. No signage or notices shall be inscribed or affixed that is viewable from any point on the common and limited common elements. No markings, device, accessory, decoration, fixture, plumbing, or cabling shall be placed on the exterior of any unit unless approved in advance in writing by the Board.
7. **Children:** Owners shall monitor and control the behavior of children who reside in or utilize their unit so that others may enjoy peaceful use of the premises, so accidents and injuries do not occur, and so damage to the common elements do not occur.
8. **Exterior Appearance:** The exterior of the condominium and all other areas appurtenant to the condominium shall not be painted, decorated, or modified in any manner without the prior approval in writing of the Board. Windows shall remain free of signs, reflective solar material, fans, air conditioning devices, shutters, awnings, and hurricane shutters unless approved in writing by the Board. Interior window treatments shall present to the outside a white or off-white color with no or minimal decorative markings.
9. **Cleanliness and Safety:** Owners are required to maintain reasonable sanitary conditions within their unit including general cleanliness, prudent control and disposal of trash, and maintenance of appliances, air conditioning, plumbing, electrical devices and systems, and equipment. Air conditioners must be in constant operation, regardless of the presence of occupants, so as to prevent growth of mold and mildew. Warning signs must be posted should caustic chemicals, pesticides, herbicides, or poisons be present or in use.
10. **Lanais, Balconies, Patios, and Courtyards:** Potted plants and other moveable objects shall not be placed or hung from the ledges of windows and walls. Laundry, rugs, towels, mops, or beach wear shall not be placed where visible from outside of the unit. Tables, chairs, and easily moveable objects shall be stored in a garage or in the unit when the Owner is on an extended absence during the months from May through October. Owners of second floor units must notify the Owner of the unit below when any cleaning or other work on their lanai may impact the peaceful use of the lanai below. Cooking that utilizes a flammable liquid, charcoal, or wood is not permitted on the balconies/lanais. Any electric or natural/LP gas grill used must meet the safety requirements set forth by Sarasota County or the Town of Longboat Key. Smoke and odor from outdoor cooking that permeates the environment of another residence is not

permitted. The Board, using its own best judgment, shall in cases of nuisance or safety, disallow temporarily or permanently the use of balcony/lanai cooking appliances for any owner it deems non-compliant.

11. **Entry into Units:** Owners shall provide at their cost two copies of the key to their primary entrance and standalone garage. Should a lock be changed, the Owner shall provide replacement keys. Should the Owner utilize a security system, the access codes must also be provided. Entry into the units by vendors and Association management shall occur when the Owner is in residence or, if absent, upon notification to the Owner unless the entry is for a recurring Association service being performed such as safety inspections and pest control. Should an emergency occur, the Association, emergency services, or their designees shall have the right to immediately enter a unit.
12. **Garages:** Overhead and entryway garage doors shall be kept closed except for access and egress. Bicycles and other vehicles, licensed or unlicensed, must be kept in garages. Only licensed personal vehicles may be parked in a driveway. No vehicles with any commercial or promotional signage, inscription, or message may be parked outside of a garage. Boats, personal watercraft, golf carts, scooters, motorcycles, and the like are not permitted to be parked on the common elements or limited common elements and must be parked in an Owner's garage.
13. **Personal Attire:** Appropriate attire is required for Owners, Lessees, Guests, and Visitors when on the common elements.
14. **Plumbing and Electrical:** Periodic safety inspections will be conducted on the common elements and within the units. Should safety violations, improper use, or poor maintenance practices be noted, an example being a rusting hot water heater, the Owner will be notified to address the matters where it has a responsibility and where the Association has a responsibility. Should the Owner fail to act in a reasonable manner and timeframe, the Association may act in the interest of both parties with both parties bearing their share of the cost as determined exclusively by the Association.
15. **Trash:** All refuse shall be placed at curbside no sooner than 24 hours prior to the scheduled pickup day and time and must be placed inside of the Town-approved containers. Recyclables must be segregated in their own specialized Town-approved bins. Should non-recyclable trash that includes discarded food or food residue exceed the capacity of the containers, it must be bagged and placed curbside no sooner than 4 hours prior to the scheduled pickup so as to discourage foraging animals and rodents.
16. **Roofs:** Roofs, be they flat or pitched, may not be accessed or utilized for any reason by Owners, Lessees, Guests, and Visitors.
17. **Vendors and Management:** Owners shall refrain from directing or asserting control over the employees, contractors, management, or vendors of the Association unless the Owner is the President of the Association or a member of the Board of Directors whose duties included such direction and control. Owners or their agents are prohibited from performing functions on the common or limited common elements that are the obligation of the Association and its vendors; this includes but is not limited to landscaping, pest control, pool cleaning, fire suppression, painting, plumbing, and electrical work.
18. **Units Used For Commercial Purposes:** As a residential community, commercial activity within a unit is generally prohibited unless the activity is restricted to acting as a personal, family, or

small business home office. Client encounters, consultations, and other face-to-face business meetings are prohibited on the premises.

19. Maintenance Personnel: Owners are responsible for control over any maintenance personnel performing work in their unit, including day and time access as mandated by the Bay Isles Association. Any trash or scrapped equipment shall be removed by the vendor and not placed in the trash bins of the Owner. Owners are liable for damages to the limited common or common elements caused by vendors. Owners must notify the Association and affected Owners should such work impact the peaceful use of the premises by others.
20. Personal Maintenance Representatives: Owners may engage a service or private individual to oversee their unit. Access to Bay Isles roadways shall be the responsibility of the Owner. Should the Owner desire to empower the service or individual to act on their behalf on matters involving the Association, the Owner must notify the Association in advance of such empowerment.
21. Guests: A Guest is defined as a personal friend of the Owner who wishes to be housed in the unit for a limited period of time and who does not provide any form of compensation to the Owner for the housing. Otherwise, a lease is required and the occupants and the Owner shall be subject to the lease regulations and restrictions as published in the documents of the Association; presently, leases are for a minimum of 90 days and unit owners are limited to writing no more than two leases per year. Should the Owner not be in residence concurrently with the guest, notice with the names of the guests and their dates of occupancy must be provided in advance to the Association. In its sole discretion, should the Association deem repeated use of the Owner's unit by guests to be a de facto commercial activity, access to the common elements and the unit by guests shall be denied.
22. Only animals that are birds, tropical fish, dogs, or cats may be kept inside a unit. Dogs and cats are limited to a maximum of two, that is, either two dogs, two cats, or one of each. Dogs are further limited in size to what can be comfortably carried in the arms of the owner. Lessees, Visitors, and Guests are prohibited from bringing pets unless approved in advance in writing by the Board. In the case of prospective/new owners and existing pets, the Board may waive the size requirement annually for a dog if 1) it deems the pet not a likely nuisance or danger, and 2) the prospective/new owners sign an agreement as a condition of Association acceptance where they agree that any new pets obtained shall meet the size requirement. Pet owners must follow leash, license, and vaccination laws required by the Town and other governing authorities and shall have their pets treated promptly for illnesses and diseases that may impact humans and other pets. Dog owners shall be in control of their animals at all times. Dogs that are deemed nuisances or a danger to other pets, residents, guests, or vendors may incur additional restrictions as deemed necessary by the Board. Residents who provide brief and temporary care of a pet must follow all pet rules and restrictions. Pet owners are prohibited from using the grassy areas between the buildings and Harbour Links Drive, from sunrise to sunset, for their dogs' urination and defecation. This restriction will not apply in cases of inclement weather or where either the pet owner or the dog is unable to comfortably reach an unrestricted area. Dog droppings shall be immediately bagged and placed in the refuse container of the pet owner.