

Harbour Villa Townhouse Association, Inc.
P. O. Box 372033
Indian Harbour Beach, FL 32937
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HVTA Rules and Regulations June 2013

The HVTA Rules were adopted in accordance with HVTA By Laws
Article VII, Section 1, Powers and Duties of the Board of Directors which states:

Section 1. Powers. The Board of Directors shall have the right to:

- (a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof.

1. Architecture: Ref (Declaration of Covenants Article V):

(a) Any changes or alterations to any structure or Common Area must be submitted in writing (two copies) to and approved by the Board of Directors. The Board of Directors will return one of the copies to you for your records while keeping one copy for the HVTA files. Any approved change or alteration will be the homeowner's responsibility to maintain. Any changes or alterations made without Board approval must be removed and the structure returned to its original state at the homeowner's expense.

(b) The extent of ownership has been generally defined as running from the front large garage door to the edge of the back patio and the center of the party wall on one side to the center of the party wall on the other side.

(c) All outside lights, mailboxes, doors, windows, and both front and back garage doors are the homeowner's responsibility to maintain and keep in good repair. The garage light and mailboxes were replaced at the owner's expense in August 2009 and it will be done again in five years or earlier if deemed necessary. If you replace it sooner, the choice of light must be approved by the Board. The addition of any doors, storm shutters, gutters and windows must be approved by the Board and permits may be required. If you purchase storm shutters, please try to match the building color. Railings, gates and fences must be repainted at the owners expense.

(d) The Association is NOT responsible for any systems i.e. water, electrical, plumbing, etc. within the unit. The Association is NOT responsible for any exhaust vents venting to the outside of the unit through either walls or roof. The Association shall be responsible for the water system on the outside of the unit wall.

(e) No antennas or satellite dishes shall be erected on any roof or attached to any outside wall.

2. Insurance claims: If you have a claim for which the HVTa insurance would be responsible, please contact a Board member immediately. You will be required to collect and submit three bids from three different licensed contractors if the estimate is over \$1,000. The insurance company will accept the lowest of the three bids. The insurance company will pay the contractors, acceptable to HVTa and the insurance company. Payment to the contractor will be made only after the work is satisfactorily completed. Claims less than \$1,000 will be decided on a case-by-case basis. Screen enclosures are not insured by the Association.

3. Domestic Animals: The limit on the number of pets per unit is two (2). The weight limit for any pet is 25 pounds unless approved by the Board in the case of a service animal. Ref. Declaration of Covenants: Article VI. All pets must be on a leash when outside of your unit. Be it a cat or a dog, pets are not allowed to roam free. **This is a City of Indian Harbour Beach ordinance.** It is your responsibility to clean up your pet's fecal waste. Pets are not allowed in the pool area.

4. Laundry: Laundry may not be hung on any balcony rails or other outside ledges. Laundry may not be hung in the patio area.

5. Garbage, Tree Trimmings, Recycling, And Other Debris: All garbage and tree trimmings must be placed in the green trash cans (separately) provided by Waste Management. Please put your unit number on the can(s). The cans must be placed roadside, wheels to the back, at least 2 feet apart, with no tree overhead, on the evening before collection. The can must be taken in and stored out of sight in your garage the same day of the collection. It is not permissible to leave cans next to your garage or on your courtyard. If you will not be home, please ask your neighbor to bring it in for you.

Monday Collection:

- Tree trimmings must be placed roadside in the green can Sunday evening.

Tuesday & Friday Collections:

- Trash must be placed in the green can roadside Monday & Thursday evenings. Do not place trimmings on the grass. Place trimmings in your can.

Wednesday Collection:

- The green can with the yellow lid is for recyclable items, i.e. glass and plastic containers, newspaper, junk mail—see full list at wastemanagement.com—which no longer have to be separated. Place the can roadside Tuesday evening.

Special Collections:

- If you have something large to be picked up, PLEASE call and make arrangements with Waste Management at (321) 723-4455. Don't put it outside on the concrete pad until pickup arrangements have been made.
- Large Dumpsters and Storage Units (PODS, etc.):
You must request permission from the Board to have a dumpster or portable storage unit placed in the parking area during renovation or moving. Please state the delivery and pickup dates on your request. If you do not obtain permission prior to placing the units, you will be fined in accordance with the fine schedule at the end of these rules.

6. Common Areas:

(a) Lawns: No bikes, cars, games, hammocks, children's toys, swing sets or sports are permitted on the lawn at any time in order to prevent damage to the lawns and irrigation systems.

(b) Outside Decor: You may not put any sign or decoration on the exterior, concrete walls, or common grounds. If you choose to set a potted plant outside of your garage, it must be in a terra cotta colored pot (plastic or clay). Please do not attach any pots or decor to the balcony railings. Windows must have window treatments, not sheets or aluminum foil. If you put outdoor furniture on your balcony, it must be patio-type furniture, not indoor furniture (i.e. living room sofa, beds, dressers, etc.).

(c) Parking Lots: Skateboarding, roller skating, roller blading, kick scooters aka Razors and similar models) or the use of motorized skateboards and "Go-Peds" is not permitted in the parking areas. No games are permitted in the parking areas, i.e. softball, football, basketball, hockey games, etc.

(d) Inoperable Vehicles, Trailers, Vehicle Repairs: Inoperable vehicles, defined as any vehicle on wheels that does not have an attached engine as its primary source of locomotion or cannot be licensed by the State of Florida as a motor vehicle, i.e., any type or form of trailer that can be hitched and pulled by a motor vehicle, or any vehicle abandoned to the state of non-use or not in working order, or improperly licensed vehicles (not having current license tag affixed) may not be stored on HVTa property and will be towed at the owner's expense. Residents are prohibited from making repairs on a vehicle on any parking lot or adjacent street except in the case of a flat tire or dead battery.

(e) Trucks, Vehicle Advertising: Trucks over ½ ton may not be parked on HVTa property on a permanent basis. All advertising on vehicles must be covered when parked at Harbour Villa townhomes.

(f) Parking Spaces: Each unit is given the right (appurtenance) to one parking space in addition to their garage. Please respect your neighbors by not parking or allowing your visitors to park in assigned spaces. Also, guest spots are for just that, guests. They are not for people who live here to be commandeered as their own. Some buildings have a few as two guest spots, so parking can be tight. You may park along the side of the driveway or on Kristi Drive, but please don't park on the grass. If a complaint is submitted to the Board by an owner or tenant that their assigned parking space or a guest space is being used by someone as their extra parking space, the Board can impose the penalties set forth in this document. **NO PARKING in front of your home because it will block emergency fire and rescue access.**

(g) Automatic Towing: Anyone caught parking on the Common Area Lawns for any reason will be fined and have their vehicle towed at the owner's expense without warning or notice. Any and all costs associated with damage to the grounds and irrigation systems will be the responsibility of the vehicle owner and/or the unit owner in the case of a rental property.

7. Bug Spray Day: The first Tuesday of odd-numbered months is bug spray day for all units. This service is paid for in the monthly assessment. The spray man is licensed and insured. All units need to be sprayed for pests. Please leave the key with the Board of Directors. If you will be at home and want the man to knock, you have to let us know. All outside patios are sprayed. Don't let your pets on the surface until it is dry. If you do not want your patio sprayed, you must let us know.

8. Landscaping:

(a) Courtyards: The individual courtyard planting areas are the homeowner's and tenant's responsibility to maintain. They may be landscaped as desired as long as the foliage does not impinge on the roof, soffit or painted walls causing damage to the structures or painted areas of the building or that the root systems should come to damage underlying waterworks systems and/or disrupt the concrete patio of your unit or your neighbor's unit. This includes, but is not limited to, physical structure damage and moisture damage. If damage does occur due to any infraction of these regulations, it will be the owner's responsibility to repair the damage to the Board's satisfaction.

(b) Common Grounds: The area directly behind your screened porch is included in the Common Ground/Area. All Common Areas are to be planted and maintained by the Association. If you desire to make any changes or additions to these areas, or to the Common Lawns (donating trees, plants, etc.), two copies of a written request must be submitted to and approved by the Board. One copy will be returned to you for your records while HVTA will reserve a copy for its files. No fruit-bearing trees of any kind will be permitted.

\$30.00

9. Pool: Every unit is issued one pool key. There is a replacement fee of ~~\$25.00~~ for a new pool key. Please contact the Board if you lose your key. We need everyone's help to keep the gate to the pool shut and locked at all times. The restrooms need to be kept locked while no one is in the pool area. **IF YOU ARE THE LAST ONE TO LEAVE, PLEASE LOCK THE RESTROOM DOORS AND MAKE SURE THE GATE IS PULLED CLOSED.** Children under the age of fourteen (14) must be accompanied by an adult. Children in diapers, or not yet reliably potty trained, are **NOT** permitted in the water. If there is poop in the pool, it will be closed for a week due to extensive disinfecting. If the offender is identified, he or she will be responsible for the costs associated with the work. Please obey all posted regulations. If you are caught with a glass container at the pool, you will be fined immediately according to the "Fines and Penalties" at the end of this document. Please use "family-type behavior" at the pool...no thongs, no necking, no beer cans (use a cup), no cursing, etc. Our insurance policy prohibits use of inflatable items in the pool.

10. Assessment Payments: As more clearly described in the Declaration of Covenants (Article IV) and the By Laws (Article VII) privileges may be revoked and fines imposed for not paying the Annual Maintenance Assessment, monthly, in a timely manner. The HOA fee as of January 1, 2012 is \$210.00 per month.

Per the Declaration of Covenants (Article IV, Section 7):
The monthly assessment is due on the first of the month.

- (a) **"Grace Period":** The Board will extend a "grace period", not required by any controlling documents, of seven (7) days for the monthly assessment. Any assessments received after the seventh day of the month will be subject to a \$15.00 late charge and other fees set forth at the end of this document. **Postmarks do not count as "date received".**
- (b) **Bad Checks:** There will be a thirty-dollar (\$30.00) service charge to the issuer for any check returned by the bank unpaid.
- (c) **Special Assessments:** Special assessments must be paid within 30 days of the date of the assessment, unless otherwise stated, or be subject to legal actions (Ref: Declaration of Covenants Article IV Section 8 and By Laws Article VII Section 2(c) (3). There is a \$10.00 monthly fee for financing a Special Assessment.

11. Noise: Volume on TVs, radios, and stereos need to be kept at a level that will not disturb other residents. Any unreasonable disturbance outside the confines of any unit is prohibited, including barking dogs, parties, loud altercations, etc.

12. Complaints: All complaints must be submitted in writing to the Board of Directors for appropriate action to be taken. The date of the infraction or occurrence must be specified.

13. Owner's Responsibility: It is the owner's responsibility to inform their guests of the HVTA Rules and Regulations. The owner will be held responsible for fines due to their guests' infractions.

14. Rental Owner's Responsibility: It is the owner's responsibility to inform their tenants of the HVTA Rules and Regulations and to furnish them with a copy of the same and to furnish the pool key. Owners of rental properties are financially responsible for any and all penalties and fines incurred by a tenant who breaks any rule or regulation set forth in this document and all other governing documents of HVTA, Inc. Notices of infraction will be sent to the owner and to the offending tenant.

15. Seller's Responsibility: It is the responsibility of the owner to provide copies of all HVTA documents (Declaration of Covenants, Articles of Incorporation, By Laws, and Rules and Regulations) to all prospective buyers and to make them aware of them. If the current owner does not have these documents, the HVTA will charge a fee of \$50 for any or all of these documents.

16. Signage: No "For Sale" or "For Rent" sign may be erected or displayed on HVTA property without first obtaining written approval from the Board. After obtaining written approval from the Board of Directors, you may post the "For Sale" or "For Rent" sign to the front of your garden area parallel with the large garage door. Or, you may place it within the screened porch on the first floor only. You may not place any sign of any kind on the second floor balcony or window. Any damage from sign placement will be the responsibility of the owner.

17. Limited Rentals: The HVTA limits rental property to a total of 23 Units. We have reached our quota of rental units. No more rental units will be allowed. Address all appeals to the HVTA Board of Directors.

HVTA, INC. IS A HOMEOWNERS' ASSOCIATION, NOT A CONDOMINIUM.
AS SUCH, WE ARE REGULATED UNDER FLORIDA STATUTES 720 (NOT 718).

Board of Directors:

Anne Jaeger, President	266-4912
Tyrone Carter, Treasurer	773-6964
Joann Tunstall, Director	773-7133
Bill Lundell, Director	773-8158

Maintenance Manager:

Tom Jaeger	266-4912
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BUILDING INFO – 74 UNITS (10 Bldgs + Pool Bldg)

West of Kristi Drive – odd building numbers – even addresses (100, 102, 104.....172)

Bldg 1 Pool Bldg 3 Bldg 5 Bldg 7 Bldg 9 Former Bank Bldg

SPEED LIMIT IS 25 MPH

S ← -----Kristi Drive-----→ N

SPEED LIMIT IS 25 MPH

Bldg 2 Bldg 4 Bldg 6 Bldg 8 Bldg 10

East of Kristi Drive – even building numbers – odd addresses (101, 103, 105.....173)

HVTA Rules and Regulations

Fines and Penalties

1. Late Assessment Fees:

Any monthly assessment received after the seventh day of the month for that month will be deemed late and is subject to a **\$15.00** late fee.

There is a **\$30.00** service charge for any bad check written to HVTA that will be added to the late assessment.

Habitual Offenders:

A unit owner will be deemed a habitual offender after being late on three (3) of their monthly assessments within a twelve (12) month period. The late fees for the habitual offender will be increased to **\$30.00** per month per incident and will commence and be due as of the fourth occurrence. A unit owner can lose this status by making their monthly assessment payments on time for a period of nine (9) consecutive months.

The Board holds the right to waive any and all late fees as it sees fit. The Board understands vacations, sickness, and emergencies. Communication is your best tool. The Board cannot offer leniency if we are kept in the dark.

2. Parking/Vehicles:

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|-----------------------------|---|
| 1 st occurrence: | Written warning. |
| 2 nd occurrence: | \$25.00 fine per day per infraction up to 7 days. |
| 3 rd occurrence: | \$50.00 fine per day per infraction up to 7 days. |
| 4 th occurrence: | Towed. |

3. Signage:

- | | |
|-----------------------------|---|
| 1 st occurrence: | Written warning plus any damages. |
| 2 nd occurrence: | \$25.00 fine per day per infraction up to 7 days. |
| 3 rd occurrence: | \$50.00 fine per day per infraction up to 7 days. |
| 4 th occurrence: | \$75.00 fine per day per infraction up to 7 days. |

4. All Other Infractions:

- | | |
|-----------------------------|---|
| 1 st occurrence: | Written Warning. |
| 2 nd occurrence: | \$25.00 fine per day per infraction up to 7 days. |
| 3 rd occurrence: | \$50.00 fine per day per infraction up to 7 days. |
| 4 th occurrence: | \$75.00 fine per day per infraction up to 7 days. |

IF A PROBLEM EXCEEDS 7 DAYS, THE BOARD WILL DECIDE THE FINE