

The Condominiums of Indian Harbour Association, Inc.

A 55+ Community

Rules and Regulations – Revised November 1999

1. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any owner on any part of the outside or inside of unit without prior written consent of the Association. No exterior antennas and aerals shall be erected except as provided under the uniform regulations of the Association.
2. No owner of an apartment shall make structural modification or alterations of the apartment. Furthermore, no owner shall cause any improvements or changes to be made on or to the exterior of the apartment buildings. This includes painting or other decorations, the installation of awnings, shutters, electrical wiring, air conditioning units and other things which might protrude through or be attached to the walls of the apartment building not wholly within the boundaries of the apartment.
3. All trash, garbage or refuse shall be deposited by the owners in a central location by the Association. No trash, garbage or refuse shall be deposited or be permitted to stand on the exteriors of any building or in any hallway or stairway.
4. Only dogs less than fifteen (15) pounds, cats, birds and fish will be kept within the confines of an owner's apartment, except when the same are walked on the streets and curbed by a leash. Any pet constituting a nuisance shall upon written demand of the Board of Directors be removed by the owner within ten (10) days of such notification.
5. No auto parking space may be used for any purpose other than parking automobiles which are in operating condition. No other vehicles or objects including, but not limited to, trucks, motorcycles, recreational vehicles, campers, buses, trailers and boats will be parked or placed upon any portion of the condominium's property unless permitted in writing by the Board of Directors. No parking space shall be used by any other person than an occupant of the Condominium who is an actual resident or by a guest or visitor, and by such guest or visitor only when such guest or visitor is, in fact, visiting and upon the premises. Each owner shall be assigned a parking space for his or her vehicle which shall be the exclusive space of said owner. No other owner, or guest of any owner, shall park in said assigned parking space.
6. An owner shall not place or cause to be placed in their walkways or on any other common areas and facilities, stairs or stairwells, any furniture, packages or objects of any kind. Such areas shall be used for no other purpose than for normal transit through them. All under-stair closets must be empty at all times.
7. Each apartment is hereby restricted to residential use by the owner or owners thereof, their immediate families and guests. Each one-bedroom unit is restricted to no more than three (3) occupants. Each two-bedroom unit is restricted to no more than five (5) occupants. No guests, including children who are guests, will be allowed to occupy one or more units collectively for more than thirty (30) days within a year.
8. The apartment may be rented provided the occupancy is only by one (1) lessee and members of his immediate family. Leasing of apartments for less than three (3) months is prohibited. No rooms may be rented and no transient tenants may be accommodated. Time-sharing of apartments is prohibited, also ownership of an apartment on a weekly or monthly basis, as well as sub-leasing of an apartment is prohibited. All leases shall be in writing and shall be subject to the Articles of Incorporation, By-Laws and the Rules and Regulations of the Association. No lease of an apartment shall release or discharge the owner from complying with these regulations or any of his other duties as an apartment owner. An owner of an apartment who rents his unit will inform the tenant of the Rules and Regulations of the Condominium and of the obligations of a tenant and give to the Board of Directors, within seven (7) days of occupying the unit, a written statement containing the names and legal addresses of all persons who are tenants of a unit.

9. No immoral, improper or offensive use shall be made of the condominium property, nor any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities that have jurisdiction of the condominiums shall be observed.

10. No nuisance shall be allowed to be committed or maintained upon the condominium property, nor any use or practice that is the source of annoyances to residents or which interferes with the peaceful possession and proper use of the property by its residents. No loud noises or music after 11:00 P.M. and no music that can be heard outside of the units at any time. All parts of the property shall be kept in a clean and sanitary condition; no rubbish, refuse or garbage allowed to accumulate or any fire hazard allowed to exist. No apartment owner shall permit any use of his apartment or use of the common elements that will increase the cost of insurance upon the condominium property.

11. No unit owner shall allow anything whatsoever to fall from the window, patio, balcony or doors on the premises; nor shall he sweep or throw from the premises any dirt or other substance into any of the corridors, stairway, balconies, terraces, porches or elsewhere in the building or upon the grounds. The unit owner shall not place, store or use any item upon any balcony or terrace without the approval of the Association. It is prohibited to hang garments, rugs, towels etc. from windows, patios, or balconies from any of the buildings.

12. All electrical disconnect boxes (below meter), air conditioning units and air conditioning disconnect boxes, all screens including patio screening, front door, outside door light and changes to the existing patio; closed-in patio structures are responsibility of the unit owner to maintain, repair and replace (except outside paint) but must meet with the specifications of the Association.

13. The Board of Directors or their agents and employees of the Association may enter any unit at reasonable times for the purpose of maintenance, repair and replacement of improvements within units or the common property or in case of emergency threatening units on the common property.

14. No condominium parcel owner shall be permitted to install or use any gas appliances or make use of any gas facility within or without the condominium unit or store inflammable liquid on premises.

15. No peddling, solicitation or commercial enterprise of any kind is allowed on condominium property.

16. A resident host must accompany all visitors and be present with visitors at any of the community facilities including the pool. No one twelve (12) years of age or younger may use the pool without adult supervision.

17. Before selling a unit of this condominium, the owner will inform the Board of Directors of his intention to sell. Upon closing a sale, he should inform the Board of Directors of the date of closing, the name and address of the new owner and will insure that the buyer has copies of the Rules and Regulations and the Condominium Documents and all necessary keys. The seller should also insure that there is a clear understanding about when the buyer will assume payment of maintenance fees and assume other obligations of ownership.

18. No bicycles, scooters, skateboards, tricycles or small cars are permitted on sidewalks, in the pool area or on other common grounds.

19. Stairways, balconies and mailbox areas must be kept clear at all times. This includes, but is not restricted to, storage of bicycles, strollers, carriages and other recreational equipment.

20. No permanent or temporary play equipment may be erected or left on common grounds or in the pool area. If so, it will be removed.

21. No toys, floats or balls may be in the pool. In the pool area, all children under the age of twelve (12) must be accompanied by a resident adult. No running or roughhousing in the pool area will be permitted.

22. No loud noises or playing on common grounds will be permitted. No running up or down stairs or ball type games will be permitted in street or on common grounds.

23. See new Rule #23 in attached amendments.