

HARBOUR CLUB VILLAS CONDOMINIUM  
RULES AND REGULATIONS

*These are the rules and regulations of the Condominium. Compliance with these rules and regulations will enable you to live in harmony with your neighbors.*

*The Condominium association is administered by a Board of Directors comprising of not less than three nor more than eleven members, duly elected by HCV unit owners at the annual meeting. The Board meets monthly on the third Tuesday at 7:00 PM in the Club House unless otherwise notified.*

*An agenda will be established for all monthly board meetings. Contact a director to submit agenda items.*

*You are encouraged to attend Board meetings and become involved in condominium management either as a director or as a member of one of the special committees which are always working to make Harbour Club Villas a better place.*

**ARTICLE ONE – LIABILITY**

1. **REMEDIES FOR VIOLATION:** In the event of a violation (other than the nonpayment of an assessment by the Unit Owner (or others) of any of the provisions of the Condominium Documents or Rules and Regulations adopted pursuant to any of the same, the Association shall notify the Unit Owner (or offending party) by written notice of said breach by mail addressed to the offending unit, unless a different address was previously provided in writing by the Unit Owner. If the violation continues after (10 days) from the date of notice, the Association may pursue any remedy available under law or the Association's governing documents, including, but not limited to assessing a fine against the unit owner up to the amount of \$100 per day, to a maximum of \$1,000 for a continuing violation until the violation has ceased, or filing a court action. None of the actions taken shall be deemed an "election of remedies." The Unit Owner or offending party shall reimburse the Association (or management firm, if any) for all costs and expenses, including, but not limited to, reasonable attorney's fees and costs incurred in seeking any remedy.
2. **NO WAIVER:** The failure of the Association to enforce any right, provision, covenant or condition which may be granted by any of the provisions of the Condominium Documents shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant or condition in the future.
3. **LIABILITY:** In addition to the provisions contained in the Condominium Documents, liability of a Unit Owner shall be governed by Florida Statutes Chapter 718, as amended from time to time.
4. **SURVIVING LIABILITY:** Termination of membership in the Association shall not relieve any party from any liability, financial or otherwise, incurred by that party while a member and shall in no way impair any rights that the Association has, or may have had, against the terminating member.

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Consolidation of Rules Amended and Approved by BOD on May 27, 2008, Rule 11 amendment in April 2018, and various resolutions reflected in the minutes of the BOD since May 27, 2008.

## **ARTICLE TWO – YOUR UNIT**

1. The Common and Limited Common Elements (all property outside a unit's four walls) cannot be decorated, modified, altered or landscaped, nor grill work, hurricane shutters, TV disks or awnings affixed, or items stored or parked, nor any work of any other nature performed without strict compliance with HCV rules and regulations and approval by the Board of Directors. A written request and sketch of any of the above must be submitted to a Director to be considered by the Board at its next scheduled meeting. No work shall be commenced prior to obtaining written approval from the Board.
2. The Association's obligations for repairs is limited to the roof and exterior surfaces of a unit and all utilities located below or in the slab. Excluded are windows and doors, which are the unit owner's responsibility to maintain, although part of HCV maintenance program regularly maintained the exterior of all wooden front, back and garage doors.
3. Name plates or signs for rental or sale are not allowed on Common areas. One small sign may be displayed on the inside of a window, maximum size 8.5 inches by 11 inches.
4. Landscape or patio changes, including tiling or carpeting, may not be made without prior written Board approval as referred to in item #1. Permanent structures may not be affixed to a unit's patio area.
5. It is recommended that owners illuminate front and rear entrance areas at night for security purposes.
6. Arrangements should also be made for landscaping care; otherwise HCV will undertake it and bill the owner for costs with lien privileges.
7. The units must have two working smoke detectors properly installed and maintained.
8. A unit cannot be occupied by more than the number of people permitted by the applicable Zoning code.
9. "Garage Sales" are not permitted.

## **ARTICLE THREE – SALE OR LEASE OF UNIT**

1. Prior to sale or lease of a unit, Board approval must be obtained in writing. The prospective Buyer or Lessee must meet with the Board before approval will be considered. Application and personal information forms are available from a Director or Officer.
2. The sales contract or lease agreement must accompany the application.

3. If the Board approves the sale or lease, the Board will provide the necessary "Sale or Lease Consent Form."
4. "Sale or Lease Consent Form" will not be granted until all monies due HCV are satisfied.
5. A \$100 non-refundable screening fee per applicant must accompany the application. A husband and wife, and a parent with a dependent child, shall each be considered as one applicant.
6. All HCV dock space is Common Area and cannot be included in any sale or lease by the Owner.
7. A unit may only be leased once per twelve-month period.

#### **ARTICLE FOUR – MAINTENCE FEE/ASSESSMENTS**

1. The monthly Maintenance Fee is established by the Board of Directors at the Annual Meeting and is due the first of the month.
2. The Maintenance Fee is the responsibility of the owner (not a renter). A lien may be imposed after two months of non-payment of maintenance fees. The lien will be handled and processed by the legal counsel retained by HCV, the cost of which will be paid by the Owner.
3. As circumstances warrant, special assessments may be approved by the Board of Directors. Late payment of assessments will be handled the same way as late payment of maintenance fees.

#### **ARTICLE FIVE – PARKING**

*The following parking rules apply to all owners and renters. Guests should be advised of these rules when visiting HCV.*

1. BUILDINGS A, B, D: Each unit has two outside parking spaces available. The Board has not assigned these spaces. However, a new owner is encouraged to contact neighbors to learn which two spaces were used by the previous owner and use the same in the spirit of cooperation.
2. BUILDING C: Each unit has one outside parking space and either a garage or carport. The Board has not assigned these spaces. However, a new owner is encouraged to contact neighbors to learn which space was occupied by the previous owner and use the same in the spirit of cooperation.
3. BUILDINGS 1, 2, 3: Each unit has one parking space in the rear. The Board has not assigned these spaces. However, a new owner is encouraged to contact neighbors to learn which space

has occupied by the previous owner and use the same in the spirit of cooperation. A second space is available either street side or in the east and west parking lots.

4. Guests are not permitted to park in the rear of the townhouses on the north side nor in front of the townhouses on the south side. Guest parking spaces are located at the east and west ends of HCV property.
5. According to Miami Shores Village Ordinances and HCV rules and regulations no boat or boat trailers, mobile homes, RV's, commercial trucks and commercial vans are permitted to be parked anywhere on condominium property. Also, parking of boat and boat trailers, mobile homes, RV's, campers, commercial trucks and commercial vans is prohibited on the street according to Miami Shores Village Ordinance.

#### **ARTICLE SIX – POOL AND CLUBHOUSE**

*Please observe all rules and regulations as posted at the pool area.*

1. Pool and clubhouse facilities are only for the use of residents and their guests when accompanied by the resident.
2. For safety reasons, persons under 14 years old shall not use the pool or clubhouse unless accompanied by an adult in close attendance. Persons who may be incontinent are permitted in the pool only if wearing adequate swim-protected diapers.
3. The clubhouse and tennis courts are kept locked at all times. Owners may request keys from a Director. Residents using the facilities must lock up when they are the last to leave.
4. Residents are expected to clean up after themselves when using any facility. Cost of any damage will be billed to those causing it.
5. Pets are not allowed in the pool or clubhouse.
6. Wet bathing suits are not permitted in the clubhouse.
7. Swim at your own risk.
8. Private Use of Clubhouse: Reservations are required by contacting the Social Committee of the Board and will be honored on a first-come-first-served basis.

Social affairs undertaken by residents are limited to fifty guests and are to be concluded no later than 1:00AM. Supervised parking is required when expected number of cars exceeds parking space available in guest parking lots. Parking is not permitted on the swales.

Residents must sign a form releasing HCV from responsibility for any injury incurred during the private use of the clubhouse. A \$100 deposit is required to reserve a date for the clubhouse. This amount is refundable upon inspection for damages and cleanliness. The fee for use of the clubhouse and its facilities is \$150 (subject to change).

Residents are required to leave the clubhouse clean and refuse free and are responsible for any damage to HCV during private use of the clubhouse.

*Activities not permitted in the Clubhouse: Meetings for a Commercial or business purposes not related to the Association's, "Garage Sales", or Non-resident activities.*

#### **ARTICLE SEVEN – MAINTENANCE**

1. Common Element maintenance is performed by the condominium association. This includes, among other things, painting, gardening, maintaining the tennis courts, dock, swimming pool, clubhouse and roof repair.
2. Unit owners are required to care for the interior portion of the units and any additions which have been approved by the Board, such as grill work, landscaping, awnings, hurricane shutters and additions placed on the dock.
3. Any damage to the Limited or Common Elements caused by an owner, guest or repair man working on owner's behalf is the responsibility of the unit owner. HCV will charge the owner any costs to repair any damage, neglect or non-maintenance to Common and Limited Common areas for which the owner is responsible.
4. Any repair man working on the roof on behalf of the owner must have prior approval from, and be accompanied by HCV Maintenance Man.
5. A Maintenance Man is on duty from 6:30 AM to 3:30 PM Monday through Friday. His job is to care for all the Common Elements but in case of emergency he may assist you. To contact maintenance Owners may call 305-893-8178.
6. Garbins (not the garbage can insert which is owner's responsibility) are provided by HCV. Any damage to Garbins caused by owner is the owner's responsibility. Garbage pick-up days are Tuesday and Friday.
7. Shrubbery cuttings or dry refuse may be placed in the trash bin located at the northwest corner of the west parking lot. This bin is not to be used for disposing garbage nor bulk trash such as furniture, appliances, constructions materials, carpeting, etc. Those who disregard this regulation will be charged a carting fee.

8. A recycling bin for glass, newspapers and aluminum beverage cans is distributed to each unit. The bin should be placed curbside by 7 AM Mondays.
9. All units are equipped with at least two outlets for TV cable reception. Additional outlets may be arranged and paid for by the owner by contacting HCV cable provider. Satellite dishes must be installed on the roof with HCV consultation.
10. Trees planted close to the units must be kept pruned to a maximum height of 12 feet and bushes to a height of 6 feet.

#### **ARTICLE EIGHT – PETS**

1. Pets are limited to a total of two pets per unit.
2. HCV and Miami Shores Village require that dogs be on a leash when outside and all pet excrement picked up by Owners.
3. Noise from pets, either indoors or outdoors, should be minimized and controlled by the Owner. Continued noise that disrupts the peaceful enjoyment of the property by others may result in the revocation of pet owning privileges.
4. Pets are not permitted to roam freely on any HCV Common Areas.
5. Pets are not permitted in the pool/clubhouse area, tennis courts or on the dock.

#### **ARTICLE NINE – ADMINISTRATION**

1. HCV is administered by a Board of Directors. Each Director is elected by the Owners for a term of one year at HCV Annual Meeting in January. Unit owners are permitted one vote per unit owned. The Board of Directors, once elected, elects a President, Vice President and Secretary from the members of the Board, and then appoints a Treasurer, Recording Secretary, Committees and their Chairperson.
2. Complaints, problems or requests should be directed to a Director.

#### **ARTICLE TEN – TENNIS COURTS**

1. Only an owner or renter of HCV may use tennis courts.
2. Guests of residents may play only with the resident present.
3. Proper tennis shoes must be worn on the tennis courts to prevent damage.

4. Playing time will be limited to one hour when someone is waiting for a court.
5. Gates to courts must be kept locked when not in use.

**ARTICLE ELEVEN – BOAT & BOAT DOCKAGE**  
(as amended on April 9, 2018)

Dockage will be assigned upon request to the Board of Directors subject to availability of space and the following requirements:

1. OWNERSHIP
  - A) Boats docked at HCV must be owned by persons who own or rent a townhouse at HCV. An owner who rents their townhouse relinquishes the right to moor a boat at the HCV Dock, as long as the townhouse is rented.
  - B) Proof of ownership in the form of a photo copy of the Registration & Title or US Coast Guard Documentation Certificate must be on file with HCV for verification.
  - C) Owners must have a minimum of \$500,000 in liability insurance, and HCV must be listed as an additional insured on the owner's policy. Copies of the owner's certificate of insurance must be provided to the Dock Committee when a dock space is requested and each year thereafter on or before the expiration date. The Dock Committee must receive a copy of the certificate of insurance upon the policy renewal date. Failure to provide the certificate of insurance within 10 business days will result in the forfeiture of the dock space.
  - D) A HCV form, when duly executed, will confirm a boat owner is aware of these requirements.
  - E) Only one space is authorized per owner.
2. SIZE AND NUMBER OF BOATS: The maximum length of any boat to be docked at HCV is 35 feet in length based on the title, registration or US Coast Guard Documentation Certificate. No more than one boat may be docked by any owner.
3. ADDITIONS: Any additions to the dock need prior written Board approval. Only the following are permitted: BOAT WHIPS of a standard and approved type may be installed. Boat Whips are the only type of tie-up acceptable. HOSE HOLDERS: Any boat owner who intends to keep a hose permanently on the dock must install an approved type of hose holder so that hoses are not lying loose. Additional cleats for mooring lines must be approved by the Boat Dock Committee.

Installation of approved equipment will be supervised by a Dock Committee member and installed by HCV.

4. MAINTENANCE OF BOATS: All boats must be maintained in a presentable and sea-worthy condition. The Dock Committee will contact the owner if for any reason it finds a boat violates these conditions. The owner must correct the problem within 30 days from the date of notification. If the request is not complied with the assigned dock space will be rescinded.

5. MECHANISM FOR ASSIGNMENT: Once ownership and the provisions of item 1 of article eleven are established and recorded and dock space is assigned, the assignment remains in force even though the space remains vacant for a 60 day maximum period. This allows for dry docking and repairs. All required documentation must be kept current, otherwise the space is relinquished. The maximum duration for having and empty dock space (approved vessel not moored) is sixty (60) days unless otherwise approved in advance by the Committee. If the assigned space is empty or vacant for more than sixty (60) days without prior Committee approval then use of the space is forfeited and the Dock Committee can allocate the space to another applicant.

When an owner sells the boat, the owner has 60 days to replace the boat before the space is reassigned.

Dock space assignments are not permanent, therefore cannot be passed on from the seller of the unit to a new purchaser or from the owner to a renter.

The assignment of a boat space to a renter is strictly on a temporary basis and must be relinquished if a request from an owner cannot be filled.

6. DOCKAGE CHARGE: In accordance with Article VI Subsection B of HCV Bylaws, the Board of Directors, at their discretion may impose a monthly dockage fee upon boat owners which may vary from time to time. All boat owners will pay an annual fee of \$150 due January 1<sup>st</sup> to cover the cost to the association for expenses. If the fee is more than (30) days past due then the use of the space is forfeited and the Committee can allocate the space to another applicant. Boaters will pay a onetime startup fee of \$350.00 to cover the installation of whips, cleats and dock fenders.

Boaters wishing to run continuous electricity must install a meter at their own expense at the direction of the Committee and pay the actual cost for monthly usage in addition to the basic fees set forth.

7. HOUSEBOATS, LIVE-ABOARDS AND JET SKIS: Houseboats and jet skis may not be docked at HCV and individuals may not live aboard docked boats.
8. GENERAL CONSIDERATIONS: Boat owners must cooperate with the Dock Committee if it becomes necessary to make some shift in positioning boats to accommodate other owners. Every attempt will be made to minimize shifts.
9. BOATS OR BOAT TRAILERS: May not be stored anywhere in Common and/or Limited Common Elements of HCV including the parking areas of HCV.
10. REPAIRS AND MAINTENANCE of boats undertaken at HCV must be done in such a manner so as to keep the dock and boat area clean and presentable at all times. Work must be done within reasonable hours (within 8AM – 5PM Monday thru Friday, 10AM – 4PM Saturday, no commercial work on Sunday) so as not to disturb unit owners abutting the dock.
11. BOATS ARE PRIVATE PROPERTY: No individual may board a vessel without the permission of the owner. Parents of Children at HCV should control their children accordingly and are responsible for any damage caused by them.



12. INDIVIDUALS USING THE DOCK area for fishing are required to keep the area clean and presentable, removing all left-over bait, fish hooks, scales, etc. Parents are asked to make children aware of these rules. Close quarters prevail dockside; therefore, extreme caution should be taken when line-casting to prevent injuring any individual who may be in the immediate vicinity. Free access along the dock must also be provided and the dock should be kept clear of clutter (coolers fishing gear/dive gear ECT.). No pets are allowed on the dock.
13. BOAT OWNERS DOCKING A BOAT are responsible for damages they may cause to the dock or to any other owner's boat. This includes damage caused by the boat if it breaks loose. It is the responsibility of each boat owner to see that their boat is moored properly.
14. ELECTRICAL POWER is available for incidental hook-up, battery charging or repairs. Power is not to be used to operate appliances or air conditioning, etc. On a steady basis for continual usage please see number 6 above.
15. APPLICATION: Anyone desiring an assignment of a dock space must complete an application with the committee must submit all required documentation outlined in the application and must sign the application acknowledging understanding of all rules and regulations.
16. TRASH: Each boat owner is responsible for keeping their boat and area clean and free of trash and unsightly materials. When removing trash it should not be left on the dock or the pool deck area. All trash will be properly disposed of by each boat owner.
17. NOISE: Care shall be taken to not produce excessive noise with radios, horns ECT. Until the boat has cleared the dock.
18. MOORING: All boats must be properly moored as approved by the Boat Dock Committee.
19. CONTAMINANTS: Each boat owner is responsible for familiarizing themselves with all jurisdictional requirements relative to contaminating the water and complying with them. Under no circumstance should fuel, oil or other hazardous materials be dumped into the water. Fueling of boats at the dock is prohibited except in emergency situations or by a licensed and insured fuel delivery truck approved by HCV.
20. Harbour Club Villas is limited to 22 dock spaces, 21 power boats and 1 sailboat with an auxiliary engine less than 5 horsepower. Each dock space will be numbered and evenly distributed at 42 feet in length. Each boat owner must accommodate their vessel within their assigned dock spot. The remaining dock area in front of the clubhouse will be left open with an unobstructed view for Harbour Club resident's enjoyment.

21. Owners should be aware that the privilege of docking a boat Harbour Club Villas is dependent upon obeying the above rules and regulations. Violators will be subject to having their docking rights rescinded and dock space revoked.
22. Towing: Should it become necessary to have a boat towed from the HCV dock all attempts will be made to use a towing company that the owner prefers. In the event the owner does not have a preferred towing company or we are unable to make contact with the owner HCV will have the boat towed by a local towing chosen by the dock committee at the owner's expense, in addition to the towing cost the associated storage cost will be at the owner's expense as well. HCV reserves the right to remove any boat from the HCV dock for noncompliance of HCV rules and regulations, for any environmental emergency or any other reason that the HCV Board of Directors deems necessary that is not covered elsewhere. Towing of any boat from the HCV Dock will be at the owner's expense.

#### **ARTICLE TWELVE – MISCELLANEOUS RULES**

1. A fee of \$50.00 shall be charged to obtain a copy of the Association's condominium documents.