

Harbor Cove Resident Owned Community, Inc.
499 Imperial Drive
North Port, Florida 34287



To: All Park Residents and Directors of Harbor Cove
From: Harbor Cove Park Management
Date : June 26, 2020
Re: Notice of Rule Change

In accordance with Chapter 723 of the Florida Statutes and your prospectus, this letter serves to provide you with the 90-day written notice of the changes in the park rules and regulations. These changes are effective on October 1, 2020.

Section I, Definitions, Rule "T"
Section II, Compliance Rule A
Section IV, The Manufactured Home, Rule C-4
Section IV, The Manufactured Home, Rule D-1 a
Section IV, The Manufactured Home, Rule D-1 c
Section IV, The Manufactured Home, Rule D-1 h
Section IV, The Manufactured Home, Rule D-1 m
Section V, Common Areas, Rule A-2
Section V, Common Areas, Rule A-3
Section V, Common Areas, Rule A-10
Section VII, Pets, Rule I
Section VIII, Vehicles, Boats and Trailers, Rule G
Section IX, Waste Disposal, Rule B
Section XI, Selling, Soliciting and Contracting, Rule A
Section XII, Signs, Rule B
Section XIII, Renting and Selling a Home, Rule B-6, a-e
Section XIV, Enforcement, Entire Section

A list of the names and addresses of all homeowners receiving this notice is available in the park office. We thank you for your residency and if you should have any questions regarding the new rules, please stop in the office and see the Manager.

Sincerely,



Thomas Fastiggi
Park Manager

"AN ADULT 55 & OVER RESIDENT OWNED COMMUNITY"
499 IMPERIAL DRIVE - NORTH PORT, FLORIDA 34287 - (941) 426-2806 - FAX (941) 426-9400

**HARBOR COVE
RESIDENT OWNED COMMUNITY, INC.**

RULES AND REGULATIONS

**HARBOR COVE: A COOPERATIVE
MANUFACTURED HOUSING
COMMUNITY**

A 55 AND OLDER COMMUNITY

Approved by ROC Board of Directors
June 26, 2020
Posted June 30, 2020
Mailed July 1, 2020
Effective October 1, 2020

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HARBOR COVE RESIDENT OWNED COMMUNITY, INC.

A RESIDENTIAL COOPERATIVE

RULES AND REGULATIONS

These Rules and Regulations have been established by the Board of Directors of the Harbor Cove Resident Owned Community, Inc., herein referred to as the Association, owner of the community, to promote the comfort, welfare and safety of the residents in Harbor Cove, and to improve and maintain the appearance and reputation of the community. The Association Board of Directors may amend the Rules and Regulations from time to time, as it deems appropriate to achieve these and other purposes. Amendments to these Rules and Regulations shall be made according to Florida Statutes 719 and 723 with a notice given at least 90 days prior to the implementation of the changes.

These Rules and Regulations replace all Rules and Regulations previously in effect. The penalty for disregard of these Rules and Regulations shall be in accordance with Florida Statutes 719 and 723 as stated in the Articles of Incorporation, the Master Form Occupancy Agreement and Bylaws. The official records of the Association shall be open to inspection by any association member or the authorized representative of such member at all reasonable times.

The Association shall not be responsible for loss or damage to any home caused by accident, fire, theft, or act of God, or for injury to any person or property through use, by residents or their guests, of the recreational facilities and common area. Residents and guests who use the facilities do so at their own risk and assume liability for such physical damage or personal injury caused by or incidental to such use.

I. DEFINITIONS

A. Board of Directors - Board of Directors shall mean the current Board of Directors of Harbor Cove resident Owned Community, Inc.

B. Community - Community or Cooperative shall mean Harbor Cove, a Cooperative Manufactured Housing Community, according to the plot plan attached to the Declaration of the Master Form Occupancy Agreement, originally recorded in the Official records Book 2997; page 633, at seq. of the Public records of Sarasota County, Florida, as amended from time to time.

C. Cooperative Fee or Co-Op Fee – Cooperative Fee or Co-Op Fee shall be the monthly maintenance and/or common expenses paid by the member to the Association in accordance with the maintenance schedule established by the Association from time to time. This fee shall be due and payable by the member on the first day of each month and shall be paid on or before the fifth day of each month. If not paid by the fifth day of each month the amount due shall bear interest at the maximum rate allowed by law, and a late fee of \$25.00 will be applied.

The Board of Directors offers and encourages a plan wherein monthly maintenance fees are automatically withdrawn from member financial accounts.

D. Association – Association shall mean Harbor Cove resident Owned Community, Inc. a Florida Not-For-Profit Corporation, the owner of the community and landlord to members, tenant-owners and 99-year leaseholders.

E. Declaration – Declaration shall mean the Declaration of the Master Form Occupancy Agreement, recorded at the Official Records Book 2997, page 633, and et seq. of the Public Records of Sarasota County, Florida as amended from time to time.

F. Management – Management shall mean the Board of Directors, designated employees and consultants employed by the Association.

G. Member (Shareholder) – Member is one who owns a Membership Certificated issued by the Association pursuant to the Articles of Incorporation, the Declaration of the Master Form Occupancy Agreement and the Bylaws. A member owns one or more shares.

H. Carport - An open sided shelter attached to the home, consisting of a roof extending from the home.

I. Driveway – A private road providing access to a building or home.

J. Garage – An enclosed building or indoor area for parking or storing.

K. Resident – Resident shall mean anyone who resides in the community.

L. Ninety-Nine Year Leaseholder – Lease holder shall mean one who owns a manufactured home on a 99 year lease Unit in the Community. A leaseholder is not a member of the association.

M. Owner – Owner shall mean anyone who owns a manufactured home in the community (anyone who owns a membership share, a 99 year lease or a manufactured home situated on a rental Unit).

N. Tenant – Tenant shall mean one who occupies and rents a manufactured home in the community but does not own that manufactured home. A tenant is neither an owner nor a member of the association.

O. Tenant-Owner – Tenant-Owner shall mean one who owns a manufactured home in the community but rents land from the association. A tenant is not a member of the association.

P. Guest – A person who is physically present, resides in, or occupies a home at the invitation of the resident or other legally permitted occupant.

Q. Visitor – Any person or persons allowed entry to a home for the purpose of conducting business with a resident. Visitors are not entitled to use association amenities.

R. Unit – Unit shall mean the cooperative parcel of land upon which a manufactured home is located. Said parcels are shown on the Plot Plan attached to the Declaration of the Master Form Occupancy Agreement.

S. Common Areas - Property owned by the Association that has not been designated for a specific residence.

T. Vehicles – Any car, truck, motorcycle, golf cart or scooter. Motorized wheelchairs/scooters for the physically challenged and others requiring muscular power are not considered vehicles. Commercial vehicles including golf carts for business and any trucks with rated load capacity in excess of 1 ton are not permitted in Harbor Cove.

II. COMPLIANCE

A. Any resident may report a breach of the rules by providing a written notice to the Association Manager. Infractions of the Rules and Regulations may result in fines as authorized in Florida Statutes 719 and 723. All Residents are bound by the Rules and Regulations of the Association. The Association reserves the right to terminate occupancy of any resident for disregard of these Rules and Regulations.

B. If any portion of these Rules and Regulations is contrary to any law of any jurisdiction in which the community is located, it shall not apply or be enforced. However, the other provisions of these rules shall not be affected and shall remain in full force and effect.

III. SENIOR HOUSING COMMUNITY

A. The Harbor Cove Resident Owned Community is operated as a senior housing community for residential purposes only. The resident and family, with a maximum of three (3) occupants, may occupy a home. One occupant per home must be 55 years of age and all other occupants must be at least 40 years of age. No person shall be allowed to reside in the community until an Application for residency form has been completed, submitted to the Association and approved by the Board of Directors or its designee. A credit and/or background check will be required for each applicant along with a photo identification or birth certificate that sets forth the applicant's date of birth. This process must be completed before all sales or rentals are finalized.

B. The association will adhere to published policies and procedures that demonstrate its intent to provide housing for persons 55 years of age or older as required by rules promulgated to implement the Housing for Older Persons Act of 1995. The Association will assure compliance by maintaining verification of age statements from all residents to be updated every two (2) years by the Association Office. Those residents not complying with this requirement by the stated date will be contacted by the Association Office.

C. Residents must advise the Association Office when leaving the community for one month or longer and must leave a caretaker's phone number and an alternate address and telephone number where they may be reached in the event of an emergency.

D. After calling 911 in the event of any emergency affecting the community, residents should promptly notify the Association Office at 941-426-2806. After hours, use the emergency numbers posted on the Association Office door.

IV. THE MANUFACTURED HOME

A. REMOVAL OF MANUFACTURED HOMES

1. No manufactured home shall be removed without written approval of the Board of Directors or its designee. Prior to the owners removing their manufactured homes, owners must furnish the Board of Directors or its designee with the true copies of Removal Contracts for removal of all ground improvements. Such contract shall include, but not limited to, the removal of the manufactured home, covered carport, garage, storage shed, all attachments, skirting, driveway, other slabs and steps, etc. Removal of a home, including the grading of the affected areas of the unit, must be completed within 14 days from the commencement of the removal. The Board of Directors may grant some exceptions (i.e. an existing driveway in good repair) on a case by case basis.

B. NEW HOMES

1. Prior to the purchase and installation of a new manufactured home, the Owners must submit to the Board of Directors or its designee, an Application to Install Manufactured Home on forms provided by the association. Forms shall include, but not limited to the manufacturer's plan view of home/site plan/elevation, including all attachments, fixtures, and dimensions. Any newly installed home shall be a minimum of 850 square feet. Homes are not allowed to be on stilts and may not exceed one (1) story in height. The Board of Directors or its designee, upon examination of the site in accordance with the lot's Prospectus and current government regulations, will determine the maximum length, width and optimum position on lots. The Board of Directors must take action on the application at the next Board of Directors meeting.

2. Owner will be required to have the unit/lot surveyed by a Florida licensed surveyor and all lot corners AND home corners will be appropriately marked so the new home can be properly set.

3. The Board of Directors or its designee will monitor home placement via periodic inspections. New manufactured homes must comply with all applicable laws, ordinances and regulations of the state, county and community.

4. Within 60 days of any removal of a manufactured home, or the purchase of an empty share lot, an application to install a new manufactured home with proof of purchase contract from the manufacturer must be completed and submitted for Board approval.

5. No home may exceed the minimum elevation established by existing building codes.
6. The manufactured home, including all attached improvements, must be set up within 90 days from the date of placement of the manufactured home on the lot. The Board of Directors or its designee may approve an extension, upon request.
7. All axles, wheels and hitches must be removed.

C. SETBACKS

1. Front: Fifteen (15) feet from the street (edge of pavement) to front of home, excluding tree islands, flowers and/or bushes.
2. Sides: Five (5) feet from side lot lines on each side of the home or carport—excluding flowers and/or bushes less than 18" high and 18" wide.
3. Rear: Ten (10) feet from the rear lot line (non-water lots) to the home or lanai excluding patios
4. Water rear: Ten (10) feet from the land edge of the sea wall or retaining wall to the home or lanai, excluding patios. Residents shall not place any hard structures or patios in an area two (2) feet from the inside edge of the seawall back toward the home. The only permitted structure or patio materials in this area are: a) removable paver stones, b) removable bricks, c) removable patio slate or removable segments of wooden decking. It being the intent that this two (2) foot buffer shall be for maintenance of the seawall and therefore no permanent structures, (decks, monolithic pour concrete, sheds, boat lifts, etc.) shall be permitted in this area.

These setbacks apply to all new home installations and home and lot changes. Harbor Cove's setbacks may be more stringent than Sarasota County. The Harbor Cove Board of Directors will have final approval for settling lot line disputes.

D. HOME AND HOME SITE IMPROVEMENTS

1. CHANGES

- a. Written plans for all exterior changes must be submitted and approved by the Architectural Committee, manager or Board of Directors BEFORE WORK CAN COMMENCE. Examples include but are not limited to: additions to home, driveways, driveway barriers, patios, gardens, exterior painting, tree placement or removal and installation of: clothes lines, antennae, or bird feeders. Forms are available in the office.
- b. Permitted antennae include direct broadcast satellite dishes that are less than one meter (39 inches) in diameter; multi-channel, multi-port distribution service

devices that are less than one meter (39 inches) in diagonal measurement and television broadcast antennae for local stations which may be any reasonable size. All antennae must be attached to the home and placed in locations that are not visible from the street and will also minimize annoyance or inconvenience to other unit owners or persons if this placement would permit reception of an acceptable quality signal. Any other placement must be approved by Management.

c. Only outdoor carpets and patio furniture can be used around the outside of the home. Any floor covering, must be installed under covered area only.

d. Permit required for all exterior changes and must comply with current laws, and ordinances and regulations of the state, county and Harbor Cove Community before work can commence.

e. Nothing may be installed on the common areas without prior Association Board of Directors written approval.

f. All homes shall have a poured concrete driveway, a minimum of 12 ft wide with a maximum width of 20 ft. extending from the house to the street. Side setback must be maintained. Homes with horizontal placement will be considered individually. The Board of Directors, depending on the lot size may adjust the width of the driveway. No driveways shall be widened with anything other than poured concrete.

g. A covered carport with one utility shed built on site. The minimum size of the shed is 6 ft. x 8 ft. Only one (1) storage shed can be installed and it must be under the carport or, if there is room, a garage may replace the required shed.

h. Pre-cast concrete or site-built masonry steps are to be installed at all entrances to the home with a poured concrete walkway or driveway leading to each entrance.

i. All homes must have skirting or decorative block/brick with adequate ventilation.

j. Lawns must be seeded, sodded or plugged and may contain trees, bushes and approved islands. Rock, stone or shell lawns are prohibited throughout the community.

k. One boat dock may be built on a waterfront lot provided that the unit owner obtains all required local, state and federal permits. The dock must be maintained in a safe and functional condition and shall in no way interfere with the navigability of the river/channel. The dock is for the use of the owner and any other Harbor Cove resident who is approved by both the owner and the Board of Directors or its designee. Only one motorized boat per dock shall be permitted. No modifications can be made to the seawalls or retaining walls.

l. No power equipment is to be used between 7:00 p.m. and 8:00 a.m. In addition, no power equipment is to be used on Sundays or the following holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day. No

contracted work is to be done on Sundays without the Board of Directors or its designee's approval except in emergencies.

m. Christmas decorations may be installed no earlier than November 15th and must be removed or before January 15th. All other holiday decorations may be displayed during the month of the holiday.

n. No window should be covered outside or inside with unpainted plywood or similar material. Only conventional window treatments (drapes or shades) are allowed on windows or doors. All lanai vinyl windows must be in excellent condition.

2. MAINTENANCE AND UPKEEP

a. Homes and units not maintained by owners to satisfactory standards as determined by the Board of Directors or its designee will be maintained by the Association. The owners will be charged for the reasonable costs of such maintenance plus a twenty percent (20%) service fee.

b. Exterior siding, roofs and driveways shall be maintained in a clean and safe condition with no mold or mildew visible.

c. Colors for vinyl siding, painting or repainting have to be in accordance with the approved Color Chart located at the office and must be approved in writing by the Board of Directors or its designee.

d. Owners are responsible for the regular pruning and trimming of all trees and bushes located on their unit. Excessive weeds in flower beds and islands must be removed on a regular basis.

e. Mowing, edging and grass trimming of members' and tenant-owners units are the responsibility of the Association. Owners of 99-year leases may elect to have the Association perform their yard maintenance for an additional annual fee set by the Board of Directors. It is the responsibility of the resident to protect items that may be damaged by string trimmers such as trees, shrubs, vinyl siding, automobiles, plant beds and ground lighting. All owners may elect to do their own mowing, edging, trimming, etc.

f. No fences, walls or hedges of any type may be installed between units.

g. Only removable umbrella-type or retractable clotheslines may be erected and shall not be located on the street side of the unit.

h. For the safety of the community, no new outside fuel or storage tanks shall be installed except to replace an existing tank. Replacement tanks cannot exceed the size of the existing tank.

i. Boxes, equipment and large appliances such as freezers, refrigerators, washers, dryers, etc. or debris must not be stored outside or visible from the street.

j. Damage to Property through Neglect, Fire or Storm

1. Physical damage to structures, such as manufactured homes, carports, screened patio/porches, sheds, skirting or planters must be repaired and restored by owners to their original condition within thirty (30) days from the date the damage occurred. Such repair/restoration shall be in accordance with current county building codes and these Rules and Regulations. Reasonable extensions of time may be granted at the discretion of the Board of Directors or its designee.

2. Any homes deemed unlivable or condemned by County Building/Health Departments shall be removed from the community within thirty (30) days of determination of such condition. Reasonable extensions of time may be granted at the discretion of the Board of Directors or its designee.

k. Owners or their contractors shall not dig within five (5) feet of any publicly owned utility without permission from the utility company and from the Board of Directors or its designee. All digging or excavating on the site should first be reviewed and surveyed by "Underground Facilities Locating Service"- phone 811

l. Drain spouts shall be properly diverted so as not to cause flooding to the unit or adjoining unit. Owner shall be responsible for any damage caused by such flooding of adjoining units. If owner fails to take proper action to prevent any damage, the Association will have the work done and will bill the Owner.

m. When landscaping, native plants are preferred. Artificial flowers are acceptable but must be replaced regularly when faded or damaged. All trees are the property of the Association when planted and shall not be removed without written approval of the Board of Directors or its designee. Any tree that is cut down, or otherwise removed, must be replaced by the Owner/Lessee. Such replacement must be of approved size and type and may be sited on the unit frontage as approved by the Board of Directors or its designee. Any and all costs involved in the removal and installation shall be borne by the Owner/Lessee. Selling of trees from the unit is prohibited.

n. Awnings/storm shutters must be raised/removed within one week of a resident returning to the community from being away for the summer or for a storm. No awnings are allowed to be down year round.

V. COMMON AREAS, FACILITIES AND AMENITIES

A. GENERAL RULES

1. All community sponsored events shall take precedence over private events.
2. Common areas, facilities and amenities are provided for use by residents and their registered guests. Ninety-nine (99) Year Lease Holders and their registered guests will be allowed to use the following amenities only if an Annual Membership fee has been paid to allow their access cards to be reset:
 - Tennis/Pickleball Courts
 - Exercise Room
 - WoodshopRules and Regulations for these amenities as well as the pool, shuffle board and Bocce are posted on site of each amenity. Bringing in 99 year leasers who have not paid their membership fee or guests not registered with the office is strictly prohibited. Their use of the above amenities is not permitted.
3. Electronic access cards are required to enter all facilities. Under no circumstance may residents loan access cards to anyone other than their registered guests.
4. Overnight parking of personal vehicles in common areas is not allowed without a community parking permit issued by the office and prominently displayed on vehicle.
5. The common facilities will be open for use only at their posted hours.
6. Any damage to common facilities or equipment by residents or their guests shall be the sole financial responsibility of the owner, tenant-owner or 99 year leaseholder to repair and/or replace.
7. No bare feet, cleated shoes, or wet swimsuits are allowed in the clubhouse or Association office.
8. After each activity in the common facilities, the area and equipment must be left in a clean and proper condition.
9. No alcoholic beverages shall be sold, distributed or served in the community other than BYOB.
10. Pursuant to Florida Law, absolutely **NO SMOKING**, including electronic cigarettes, vaping inside any Community buildings or other enclosed common areas including the pool. Smoking will not be permitted within 50 feet of any building or designated areas.
11. No Association property will be loaned without manager's approval.
12. Nothing can be installed on or in any common areas, including lakes and waterways without prior approval of the Board of Directors or its designee.

13. No Unit Owner, tenant, guest or other occupant or visitor may, within a Unit or in the common areas, engage in any conduct which constitutes a nuisance or unreasonable source of annoyance to any Unit Owner, tenant, guest or other occupant or visitor, nor disturb the peaceful enjoyment of the Property, including, but not limited to, any of the following conduct: placing or storing unsightly objects or rubbish in the common areas; unreasonably loud noises or foul or obnoxious odors emanating from a Unit; illegal activities; drunken and disorderly conduct on the Property; using or directing profanities, obscenities or other abusive language or gestures towards any Unit Owner, tenant, resident, occupant, guest, Association Representative or agent or engaging in inappropriately intimidating, threatening, harassing or otherwise abusive behavior towards any such person; and any physical altercation on the Property. As with other rules and restrictions, a resident is responsible to control the conduct of any guest of that resident as needed to obtain compliance with this rule.

B. SPECIFIC RULES AND USER CONTRACTS

1. Rules regarding each facility are posted in respective areas. Failure to observe these rules will be cause for restrictions, fines or loss of privileges.

2. Some areas/facilities require specific contracts to be issued and paid for before use. All rules and contracts have been approved by the Board of Directors. Areas requiring a contract are as follows:

Compound Storage
Woodshop

Marina
Clubhouse – Private Functions

C. GAMBLING IN CLUBHOUSE

1. All Harbor Cove activities involving gambling activities must be in compliance with Florida Statutes 849.01 and 849.085.

2. With the approval of the Board of Directors, all authorized gaming activities (bingo, penny-ante card games, etc.) are under the auspices of the Civic Association or the Boat Club, who are authorized to impose rules and procedures for use of the facilities, conduct, and participation. Only residents of Harbor Cove and their guests are permitted to participate if they are twenty-one (21) years of age. "Penny-ante games" (euchre, cribbage, poker, billiards/pool, bridge, etc.) may not exceed \$10.00 in winnings for any single player in any single round, hand or game.

D. NINETY-NINE YEAR LEASEHOLDERS – USER FEES FOR EXERCISE ROOM, TENNIS/PICKLEBALL COURTS AND WOODSHOP

1. Ninety-nine Year Leaseholders shall be charged a yearly fee, (hereinafter referred to as the ("Leaseholder North Rec Building User Fee") if they wish to utilize and access the Exercise Room, Tennis/Pickleball Courts and Woodshop located in the North Recreational Building in an amount to be determined from time to time by the Board of Directors. The yearly fee will be from 1/1/xx to 12/31/xx . An additional fee will be charged to join the Woodworkers Guild for safety training and use of the equipment. The term "North Rec Building" means the recreational building and facilities constructed in 2009 located on Marlette Drive.

VI. GUESTS

- A. All guests staying longer than 48 continuous hours must be registered with the Association Office.
- B. Guests may occupy a home in the resident's absence with written consent of the resident provided to the Association Manager. Guests using common areas, facilities and amenities are subject to all general rules. All guests are limited to a stay of not more than 30 days during a calendar year.
- C. Guests parking of recreational vehicles will not be permitted in the resident's driveway. No overnight lodging in a recreational vehicle will be permitted within the community. Parking of a recreational vehicle must be arranged with the Association office.
- D. Overnight caregivers are not considered guests, but must register with the Association office, stating hours of work and length of contract for care. The office will issue a special vehicle permit.
- E. All guests under sixteen (16) years of age may use the recreational facilities only when supervised by a responsible adult.
- F. Baby sitting or keeping children of any age on a regular basis is not permitted.

VII. PETS

- A. There are both pet and no-pet sections in Harbor Cove. The no-pet section includes lots #420 to 583 and lots #689 to 793.
- B. Residents living in a no-pet section may not own or keep any pets (with the exception of one (1) indoor cat). Guests are **not** permitted to bring any pets into the no-pet sections.
- C. Residents in the pet section may have:
 - 1. One (1) dog weighing not more than twenty-five (25) pounds and measuring not more than fifteen (15) inches at the front of the shoulder at maturity and one (1) indoor cat or residents may have a total of (2) indoor cats in lieu of 1 dog and 1 indoor cat.

2. Other small caged animals must be specifically approved by the Board of Directors and always kept indoors.
- D. Guests of those owners in the pet section only, may bring only one (1) pet with the above qualifications to Harbor Cove.
- E. All dogs and cats must be registered annually, including proof of current rabies shots and a recent photo, at the Association office and must comply with all local, county and state laws and Dept. of Health Regulations. No pets will be kept for breeding.
- F. Pets must not be tied outside the home. Outside pet shelters are prohibited.
- G. Any pet running loose will be referred to County Animal Control.
- H. Pets must not annoy neighbors, display threatening behavior or be a nuisance.
- I. Pets must be under the control of the owner and on a leash any time they are outside of the home. When walking pets, no pet maybe 5 feet of the road and residents and/or guests must carry suitable containers to pick up and properly dispose of all solid pet waste immediately. Pet waste must not be buried or covered over but must be put in an appropriate closed, sealed container and placed in the owner's garbage for trash collection.
- J. Pets are prohibited on the grounds of all common areas. This includes, but is not limited to non-pet sections, lake areas, clubhouse, pool, office, marina, compound, north recreational area and street medians. Pets will be allowed to ride in vehicles throughout the community under the control of their owners.

VIII. VEHICLES, BOATS AND TRAILERS

- A. All vehicles must be parked in the owner's carport, driveway or golf cart pad. No vehicles are permitted to park on the lawns with the exception of golf carts on a temporary basis. No overnight street parking is allowed without prior approval from the Manager; and only in areas designated by Manager for maximum of (2) consecutive days.
- B. All vehicles in the community must have current registrations and a Harbor Cove decal. Golf carts must also prominently display an identification number issued from the Association office.
- C. Inoperable or abandoned vehicles are not permitted in the community and will be towed at the owner's expense.
- D. No major or on-going repairs of vehicles are permitted in the community.
- E. No more than three (3) unit owner/renter vehicles shall be parked at a residence.
- F. Campers, utility trailers, travel trailers, recreations vehicles, boats and boat trailers are not permitted to park in residential areas including driveways, while the residence is occupied. These items must be parked in the community storage area if space is available; if no space is available, storage outside of the community must be acquired at owner's expense. However the

resident may store their boat and/or trailer completely under their carport, excluding the tongue, if the residence is to be unoccupied for thirty (30) days or more. Reasonable time will be granted for loading or unloading.

G. Items not owned by a resident may not be stored in a carport at any time.

H. For residents and guests, golf carts may only be driven by individuals who have been issued a valid state issued driver's license or identification card due to the fact that the majority of our roads are county owned – not privately owned.

I. No go-carts or skateboarding is permitted in the community. Rollerblading and toy scooters are prohibited on the common areas, parking areas, sidewalks and game courts.

J. Overnight parking is prohibited in the common area parking. Common area parking areas are: North Recreation Center (NRC) parking lot, Blackburn Blvd. in front of the clubhouse from the clubhouse to the boat ramp, the parking lot to the right side of the Clubhouse and in front of the office, along Tampico Drive facing the marina, Imperial Drive facing the shuffleboard and bocce courts and at the exit road and US 41. If you need additional overnight parking in any of the above, please advise the office and subject to availability, you will be given a dated, temporary pass which must be displayed in your vehicle while it is parked in the common area parking. Trailers which are not attached to a towing vehicle may not be parked in common area parking.

k. Due to amenity usage, vehicles must be removed from Imperial Drive, Tampico Drive and the NRC parking area during the daylight hours. Vehicles without a permit or vehicles left in excess of permitted time are subject to towing at vehicle owner's expense.

L. The maximum common area parking time permitted will not exceed 48 hours.

IX. WASTE DISPOSAL

A. No rubbish or refuse of any kind may be burned within the community.

B. As per Sarasota County all recyclable materials, yard waste, and garbage must be disposed of in proper containers at the front of your driveway on the scheduled collection day and may be placed at the curb no earlier than 5:00 pm the day before collection and should be curbside by 6:00 am on collection day. Empty containers must be brought in from the curb by 10:00 am on the following day.

X. CANALS, RIVER AND DRAINAGE AREAS

A. Dumping of anything in the canals, lakes, and river or drainage areas is prohibited.

B. Cutting or trimming of mangroves and other protected plants is strictly prohibited and subject to fines. Contact the Association office for specific cutting regulations.

XI. SELLING, SOLICITING AND CONTRACTING

A. Selling, soliciting or canvassing including vendor signs of any kind within the community is prohibited.

B. A resident who performs a service for another resident even when paid, is not considered to be the operator of a business or commercial enterprise. These activities are not endorsed or recommended by the Association. In the case of bicycle sales or rentals, no more than six (6) bicycles can be displayed at one time including those owned/used by the seller.

C. Carport sales may be held in the community only on the first Saturday of the month from 8:00 a.m. to 4:00 p.m. No sale items are to be displayed in the yard or in the carport at any time other than the designated day of the sale. One Carport Sale sign, maximum of 2 ft. x 2 ft. is permitted to be displayed in the yard and at the street corner on the day of the sale.

XII. SIGNS

A. One sign, excluding name signs, not to exceed 2 ft. x 2 ft. may be displayed on the street side in the planter box, island or flowerbed. Waterfront homes for sale may have an additional sign at the waterside of their home.

B. Open house signs can only be displayed during community wide open house days. Open house can only be held on Harbor Cove Open House days.

C. Any signs not in compliance with rules set forth in this document may be removed by management and discarded without notice.

XIII. RENTING AND SELLING A HOME

APPLICATION FOR RESIDENCY: Application for Residency Forms must be filled out by all persons residing in the community. Renters and buyers are subject to a criminal background and credit check. A non-refundable fee paid by the applicant must accompany the application form to cover the cost of the report. In addition to the application, each applicant must provide a valid driver's license or birth certificate verifying the applicant's date of birth.

Anyone identified by law as a sexual offender/predator or felon will be reviewed on a case-by-case basis. Approval or denial of residency will be issued in writing by the Board of Directors or its designee. The Board of Directors reserves the right to deny or terminate occupancy to any person or persons whose conduct they feel constitutes a nuisance, detriment or safety issue to the community.

A. RENTING

1. A home shall not be leased/rented for less than two (2) consecutive months.
2. All owners must provide a completed Application for Residency package for the prospective renters. Applications are available at the Association office.

3. No person shall be allowed to reside in the community until the Application for Residency has been submitted and approved by the Association. Each person residing in the rental house must fill out an individual application. A driver's license or birth certificate must be provided to verify applicant's age eligibility. Acceptance or denial of the applications will be issued in writing from the Association office.

4. There will be no subletting/subleasing by tenants.

5. New temporary access cards will be issued to registered and approved renters upon payment of a \$50 refundable fee per card.

B. SELLING

1. All owners must inform the Association office and obtain an Application for Residency form for their purchaser.

2. Owners may handle all aspects of the sales transaction themselves or may employ a licensed real estate company. It is the responsibility of the Owner to ensure the purchasers have been approved before closing on the property.

3. No person shall be allowed to reside in the community until an Application for Residency has been submitted and approved by the Association. Each person residing in the rental house must fill out an individual application. A driver's license or birth certificate must be provided to verify applicant's age eligibility. Acceptance or denial of the applications will be issued in writing from the Association office.

4. There will be no subletting/subleasing by tenants.

5. New temporary access cards will be issued to registered and approved renters upon payments of a \$50 refundable fee per card.

6. Before an existing sale of a home the unit and home must be restored to these current Rules and Regulations.

a. All windows, Installed Screens, Vinyl Windows & Siding must be in good condition with no broken or missing panels

b. All Paint colors must meet the current approved colors. Included are Home, Shutters, Door, Trim and Driveway.

c. No detached storage or utility sheds will be approved.

d. All lot areas must meet the Green Lawn (grass) rules. No rock or stone areas except for planters. Trees, Bushes, Flowers must be properly trimmed with no dead or dying branches.

e. Home must have proper approved address numbering installed.

XIV. ENFORCEMENT – POLICY GUIDELINES AND RULES ENFORCEMENT

The Association may levy reasonable fines for failure of the owner, any occupants, licensee or invitee to comply with any provisions of the Association's Declaration, Bylaws or any reasonable rules issued by the Association. A fine may not become a lien against a unit but is a debt that can be collected thru the Estoppel letter when unit is sold. A fine may be levied on the basis of each day of continuing violation, with a single notice and opportunity for a hearing. However, the fine may not exceed \$100 per day or \$1,000 in the aggregate. (Florida Statute 719)

The right to enforce violations of the Association's Declaration, Articles, Bylaws and Rules are outlined in the Association Bylaws. Management will validate any complaint reported to the office. Management will address reported violations directly with the resident responsible for compliance. Owners who complete work without a permit or permit denied will be subject to a \$100.00 dollar fine and amenities access denied. The following is an outline of the process.

ENFORCEMENT PROCEDURES

- A. The Manager or two (2) board designees will periodically inspect homes for compliance of all rules.
- B. Anonymous complaints will be accepted, the Association Office will preserve confidentiality of complainant to the extent possible. The Association cannot be everywhere all the time and appreciates residents taking an interest in keeping our community pristine.
- C. The complaint must be first-hand and provide the date, time, location and the nature of the violation for the staff to investigate. Photos would be useful.
- D. Management will investigate and verify all complaints received as quickly as possible. If a name was provided the complainant will be notified when the issue is resolved. If the complaint is not valid, the Association office will promptly notify the complainant that the complaint has been dismissed.
- E. If management determines that the complaint/claim is valid, the Association Office will send the First Letter to the owner citing the date and detail of the rule violation and what must be done to correct the violation. A copy of the Rule Enforcement Procedures will be included with the letter. In addition, the letter will contain a warning that, if the violation is not corrected, the owner/resident will be fined as outlined in the policy and will be fined in accordance to our bylaws and Florida Statutes and would be liable for any cost to the Association to correct the violation.
- F. If the rule violation has not been corrected in the ten (10) days, a second letter will be sent "certified mail-receipt requested" to the address on file with the Association. The notice will inform the owner that the matter will be sent to the board to determine if a fine is warranted and then will be forwarded to the Fining Committee for a hearing.
- G. The hearing will be conducted by a Fining Committee consisting of three (3) Unit Owners appointed by the Board of Directors, none of whom serve as a Director, relatives of Board members or person residing in a Board member's household. Management may not serve on the Committee. At least two (2) alternatives shall be appointed. The Fining Committee will

hold the hearing with or without the owner present after a minimum of fourteen (14) days written notice. The owner can present evidence/testimony on all issues involved and has an opportunity at the hearing to review, challenge and respond to any material considered by the Association.

H. The Fining Committee will vote to approve or disapprove the fine. If the Committee votes not to levy a fine, no fine can be levied on this particular violation issue and the matter is dismissed. If the Committee votes to approve the fine, the fine payment is due five (5) days after the date of the committee meeting at which the fine is approved. No written notice or hearing will be necessary for the levy of a separate fine for repeat or continued violations if substantially similar to the initial violation for which notice and a hearing were provided.

I. When the Board levies the fine (up to \$100 a day for up to ten (10) days), notice is sent by certified mail to the unit owner/resident and the fine begins to accrue.

J. If the owner fails to pay the fine, the amount due will be placed on the owner's account. If the owner fails to pay the fine within 90 days of the hearing/notice, owner's rights to use the amenities including the right to rent out a unit and the right to vote will be suspended.

K. If the fine fails to stop the violation or any additional occurrence of the same violation takes place, a warning letter will be sent by certified mail to the owner stating that the matter has been referred to the Association's Attorney. This applies even if the unit owner is not the current resident since the owner is the party responsible for adherence to the rules.

L. Management will maintain a monthly list of the rule violation complaints received and investigated, with dates of action taken and sufficient information to track the action taken.

The Board of Directors has the authority to adopt rules, regulations and policies to fully implement its fining authority. Examples of some of the most common rule infraction fines are below and may change from time to time.

<u>MINOR</u>	<u>MEDIUM</u>	<u>MAJOR</u>
\$25 PER DAY	\$50 PER DAY	\$100 PER DAY
DECORATIONS	MILDEW ON HOME	BOAT IN DRIVEWAY WHILE HOME IS OCCUPIED
DOG UNLEASHED	MILDEW ON MAIL BOX	CUTTING MANGROVES
DOGS WALKED IN COMMON AREA or NO PET SECTION	USE OF POWER EQUIPMENT ON SUNDAYS OR HOLIDAYS	FEEDING ALLIGATORS
	WEEDS	GAMBLING NO CARPORT