

**RULES AND REGULATIONS OF**

**HARBOURS AT ABERDEEN CONDOMINIUM, INC.**

**Revised: 12/2020 / 5/15/21**

THE RULES AND REGULATIONS HEREINAFTER ENUMERATED AS TO THE CONDOMINIUM PROPERTY, THE COMMON ELEMENTS, THE CONDOMINIUM UNITS AND THE CONDOMINIUM IN GENERAL SHALL BE DEEMED IN EFFECT UNTIL AMENDED AS PROVIDED BY THE BYLAWS OF THE ASSOCIATION AND SHALL APPLY TO AND BE BINDING UPON ALL UNIT OWNERS. THE UNIT OWNERS SHALL AT ALL TIMES OBEY SAID RULES AND REGULATIONS AND SHALL SEE THAT THEY ARE OBEYED BY THEIR FAMILIES, GUESTS, INVITEES, SERVANTS, LESSEES, PERSONS FOR WHOM THEY ARE RESPONSIBLE AND PERSONS OVER WHOM THEY EXERCISE CONTROL AND SUPERVISION. VIOLATION OF THESE RULES AND REGULATIONS MAY SUBJECT THE VIOLATOR TO ANY AND ALL REMEDIES AVAILABLE TO THE CONDOMINIUM ASSOCIATION AND OTHER UNIT OWNERS PURSUANT TO THE TERMS OF THE DECLARATION OF CONDOMINIUM, THE ARTICLES OF INCORPORATION OF THE ASSOCIATION, THE BYLAWS OF THE ASSOCIATION AND FLORIDA LAW. VIOLATIONS MAY BE REMEDIED BY THE CONDOMINIUM ASSOCIATION BY INJUNCTION OR OTHER LEGAL MEANS AND THE ASSOCIATION SHALL BE ENTITLED TO RECOVER IN SAID ACTIONS ANY AND ALL COURT COSTS INCURRED BY IT, TOGETHER WITH REASONABLE ATTORNEYS' FEES, IN ADDITION TO ANY REMEDIES OR RIGHTS WHICH THE ASSOCIATION OR ANY UNIT OWNER MAY HAVE TO RECOVER DAMAGES, COSTS AND ATTORNEYS' FEES AGAINST ANY PERSON VIOLATING THE RULES AND REGULATIONS OR THE DECLARATION OF CONDOMINIUM AND ANY OF THE EXHIBITS THERETO. THE BOARD OF DIRECTORS MAY, FROM TIME TO TIME, ADOPT NEW RULES AND REGULATIONS OR AMEND OR REPEAL PREVIOUSLY ADOPTED RULES AND REGULATIONS. ANY WAIVERS, CONSENTS OR APPROVALS GIVEN UNDER THESE RULES AND REGULATIONS BY THE BOARD OF DIRECTORS SHALL BE REVOCABLE AT ANY TIME AND SHALL NOT BE CONSIDERED AS A WAIVER, CONSENT OR APPROVAL FOR ANY OTHER PURPOSE OTHER THAN THAT WHICH IS IDENTIFIED AT THE TIME OF THE GIVING OF SUCH WAIVER, CONSENT OR APPROVAL.

THE RULES AND REGULATIONS ARE AS FOLLOWS:

- 1. ALTERATIONS AND/OR STRUCTURAL MODIFICATIONS:** No unit owner shall make any alteration or addition to the common elements or limited common elements, or to the exterior of his unit, or any structural modification to his unit, without the prior written consent of the Board. No improvements may be made or placed upon the exterior of any unit or on any of the common elements of the condominium without the prior written consent of the Board and approval of the POA when applicable. Any consent of the Board to any improvement to be made in or on

the exterior of any unit, or to anything to be placed therein or thereon, may be withheld on purely aesthetic grounds, in the sole discretion of the Board.

2. **AIR CONDITIONING**: No air conditioning equipment other than equipment originally in the unit is permitted, including wall or window air conditioning units, without the written consent of the Board.

3. **ANTENNAS AND WIRING**: No antennas, aerials or wiring may be placed or installed on the exterior of a building or unit without the written consent of the Board.

4. **BUILDING EMPLOYEES, CONTRACTORS AND DEVELOPER'S**

**EMPLOYEES**: No unit owner or member of his family or guest shall give orders or instructions to building employees, contractors or the developer's employees, but rather shall express his desires to the person designated for this purpose by the Board of Directors.

4. **CHILDREN**: Each unit owner shall be solely responsible for the actions and any damage caused by his children or children visiting him. Unit owners shall be responsible for and shall require their children and visiting children to comply with all rules and regulations concerning the recreational facilities. Rules regarding children are posted at each pool location and must be strictly adhered to.

5. **CLEANLINESS**: Each unit owner shall maintain his unit, and especially the exterior of his unit, in a clean and orderly manner, and in a manner which will not be offensive to any other unit owner.

6. **COMPLAINTS**: All complaints of unit owners shall be addressed to the current Management Company.

7. **CONDUCT**: No person shall engage in loud or boisterous or other disorderly, profane, indecent or unlawful conduct on any portion of the condominium property or in any common area.

8. **DAMAGED COMMON ELEMENTS**: The cost of repairing damage to common elements, including but not limited to the condominium buildings and landscaped areas, caused by a unit owner or his guests or invitees, shall be the sole responsibility of such unit owner.

9. **DELIVERIES**: The Association shall not be responsible for the theft, conversion, disappearance, loss or damage of any item received from or for an owner.

10. **FLAMMABLE MATERIALS**: No flammable, combustible or explosive fluid, chemical or substance shall be kept within any portion of the condominium property, including, without limitation, in any unit, storage area or common element area, except as required for normal household use.

11. **FLOOR COVERINGS**: In the event a second floor owner wants to remove carpeting and tile, new flooring must conform to soundproofing guidelines established by the Board of Directors.

12. **GUEST OCCUPANCY**: Temporary guests are permitted to reside in any unit so long as such guests do not create or cause an unreasonable source of noise, annoyance or disturbance to the other unit owners and permanent residents of the condominium. All temporary guests shall be required to comply with all of the rules and regulations of the condominium and other obligations created by the Declaration of Condominium and its exhibits. The Board reserves the right to limit the number of temporary guests which may reside in a unit at any time. The Board reserves the right to expel any temporary guest who violates the foregoing requirements. Unit owners must be in residence when having temporary guests. Exception is made in the case of immediate family members.

13. **GUNS**: No guns shall be permitted to be discharged on any portion of the condominium property, including the common areas and units, except as might be permitted in the event of an emergency pursuant to the applicable laws of the State of Florida. Guns for this purpose shall include, but not be limited to, rifles, shotguns, pistols, dart guns, BB guns and sling shots.

14. **HOLIDAY DECORATIONS** Holiday decorations are permitted. They may be placed four (4) weeks prior to the holiday and removed five (5) days following the holiday. Decorations are allowed in the limited common elements such as courtyards. No decorations may be placed or erected on the common elements. No outdoor lights are permitted.

15. **HURRICANE PREPARATIONS**: Each unit owner who plans to be absent from his unit during the hurricane season must prepare his unit prior to his departure by:

- A. Removing all furniture, plants and other moveable objects from the exterior portion of his unit.
- B. Designating a responsible firm or individual to care for his unit should the unit suffer hurricane damage, and furnish the Board, or the current Management company, with the name of said firm or individual.
- C. Any unit owner failing to make hurricane preparations and/or making improper preparations shall be held responsible for any damage done to the property of other unit owners and/or to the common element resulting from such failure.
- D. Approved hurricane shutters closed because of the approach of a major hurricane cannot be left closed other than when a major storm approaches and for up to five (5) business days after the storm passes.

16. **INSURANCE RATES**: No unit owner shall permit or suffer anything to be done or kept in his unit which will increase the rate of insurance on the condominium property.

17. **MAILBOXES:** Unit owner mailbox damages, locks and keys are the responsibility of the owner.

18. **NUISANCES:** No unit owner shall make or permit any disturbing noises any place upon the condominium property by himself, his family, servants, employees, agents, visitors, or licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other unit owners. No phonograph, television, radio, sound amplifier or other sound equipment may be played or operated in such manner that same disturbs or annoys other occupants of the condominium.

19. **OUTDOOR CLOTHES DRYING:** No outdoor clothes drying shall be permitted, and no clothing, towels or other items shall be placed or hung on the exterior of any unit.

20. **OUTDOOR COOKING:** No cooking or barbecuing shall be permitted in any enclosed or screened-in patio, balcony or porch. Barbecuing grills are not allowed on second story patios; a fire department rule. and under decks. No open flamed torches and heaters or fire pits are allowed anywhere on the property.

21. **OUTDOOR ACCESSORIES:** Furniture and outdoor accessories are not allowed on grass areas either in front or rear of condos. Portable pools, toys, bikes, etc. to be removed on a daily basis from all common elements which includes patios. Hoses to be moved inside of unit after use or placed in appropriate storage containers.

24. **PARKING AND VEHICULAR RESTRICTIONS**

A. Parking areas upon the condominium property shall be used only by residents of the condominium and their guests and invitees.

B. Owners only allowed automobiles, vans constructed as private passenger vehicles with permanent rear seats and side windows and other vehicles commonly used as private passenger vehicles may be parked on the condominium property without the consent of the Board. Other types of owner vehicles, trucks and boats and trailers, may not be parked on the condominium property without the written consent of the Board, which may be arbitrarily withheld. Cars used by governmental law enforcement agencies are expressly permitted. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles making delivery to or from, or while used in connection with providing services to, any unit or the condominium property.

C. All vehicles parked on the condominium property must be in good condition and in a good state of repair. No vehicle which cannot operate on its own power shall remain on the condominium property for more than twenty-four (24) hours, and no major repair of any motor vehicle shall be made on the condominium property. In connection therewith, no motor vehicle shall be placed upon blocks, jacks, or similar device, anywhere on the condominium property.

- D. No motor vehicle shall be parked other than in areas designated for parking.
- E. All vehicular and pedestrian traffic being in and/or operating upon the condominium property shall at all times comply with controlling governmental laws. All such traffic shall at all times obey any traffic signs and/or other equipment employed for the purpose of traffic control, whether or not same is placed by governmental authorities and/or the Association. Unless otherwise posted, vehicular traffic shall adhere to a maximum speed limit of 15 miles per hour.
- F. If a resident has two (2) vehicles, one is to be parked in the garage and the other vehicle is to be parked on the resident's driveway. There is NO vehicle parking in front of the buildings or in the circular driveway areas of certain buildings at any time. Cars may park on the street during daylight hours, or in the guest parking areas. **THERE IS ABSOLUTELY NO PARKING ON THE STREET OVERNIGHT BETWEEN THE HOURS OF 12:30 A.M. AND 7:00 A.M.** All vehicles improperly parked will be towed away at the expense of the resident doing or permitting such act, and/or the owner of the vehicle. **Unit owners are subject to a fine pursuant to State of Florida Statute.**
- G. **MOTORCYCLES**: Motorcycles shall not be parked or placed in any area other than in designated motor vehicle parking spaces. Motorcycles shall not be driven upon common areas other than roadways and parking areas. All motorcycles shall be equipped with noise muffling equipment, and the Board shall be authorized to bar from the condominium property any motorcycle or other motor vehicle that in the Board's discretion causes unreasonable noise. Any damage done to the common elements, including but not limited to pavement, as a result of motorcycle kick-stands or other use of motorcycles, shall be the sole responsibility of the owner of the motorcycle causing such damage and/or the unit owner to whom the motorcycle owner was a guest or invitee.
- H. **OTHER PERSONAL VEHICLES**: Includes but not limited to, golf carts, mopeds, motorcycles, etc. must be kept in the garage overnight.
- Dirt Bikes, motorized skateboards, go-carts and similar unlicensed motorized vehicles are not allowed.
  - Vehicles, which leak fluids are not permitted to park on the street. Any fluids that are leaked onto the streets and or driveways must be removed immediately at the owner's cost.
  - When parking on the streets make sure you are aware of the fire hydrants and refrain from parking on the grass.

**THERE IS NO PARKING ALLOWED AT ANY TIME ON THE SIDE OF THE STREET** at the following buildings:

8280 - 8300 - 8304 - 8308 - 8312 - 8316

**GUEST PARKING** is available in two locations in the Harbours. Overnight guests are welcome to park in a space designated for a guest. **Additional parking** - when you have overnight visitors you can obtain permission from the clubhouse manager for overnight parking at the clubhouse.

As you are unpacking, if your garage is uninhabitable, you may request a permit to park one of your cars in a guest spot for a limited period of time.

This parking requirement is monitored and violators are subject to towing of their vehicle without further notice. All towing costs will be at the vehicle owner's expense.

For safety reasons keep your garage door closed.

**25. PASSAGEWAYS:** Sidewalks, entranceways, passageways, vestibules, and all other portions of the common elements must at all times be kept free of obstruction and encumbrance, and shall not at any time be used for any purpose other than ingress and egress. No carriages, bicycles, wagons, shopping carts, chairs, benches, tables or other objects shall be stored or kept in or upon such areas.

**26. PERSONAL INSURANCE:** Although the insurance coverage afforded through the Association provides hazard insurance for the units, such insurance does not include coverage of floor, wall or ceiling coverings, improvements made by the unit owner, or the personal property of the unit owner. Unit owners may also be responsible for the payment of any deductible under the Association's policy when damage is caused to their units or by their negligence. It is mandatory that each unit owner obtain individual insurance to cover the foregoing.

**27. PERSONAL PROPERTY:** The personal property of a unit owner shall be stored within his unit. In no event shall such property be stored or left within or upon other portions of the common elements or public areas.

**28. PEST CONTROL:** All unit owners are responsible for interior pest control.

**29. PETS:** Any permitted cat or dog must be carried or walked on a leash at all times. Any resident shall immediately pick up and remove any solid animal waste deposited by his pet on the condominium property. No pets may be kept, bred, or maintained for any commercial purpose. The Board shall have the right to require any pet to be removed from the condominium which causes an unreasonable source of annoyance to any unit owner, or if these Rules and Regulations are violated with respect to the pet. (Maximum Adult weight 20 lbs.) Exceptions may apply to certified service animals.

**30. PLUMBING AND ELECTRICAL:** Water closets and other plumbing shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, sanitary napkins or other foreign substances shall be placed therein. Grease and other foreign substances shall not be poured down drains. Electrical outlets and electrical wiring shall not be overburdened. Total costs of all maintenance, repairs and replacements connected with any misuse of plumbing and/or electrical installations shall be the responsibility of and paid by the unit owner.

**31. PLANTINGS:** No planting shall be made by any unit owner upon any entranceway, and/or other portions of the common elements, without the prior approval of an ARB.

**32. RIGHT TO ENTER IN EMERGENCIES:** In case of emergency originating in or threatening any dwelling, regardless of whether the owner is present at the time of such emergency, the Board, or any other person authorized by it shall have the right to enter such dwelling for the purpose of remedying or abating the causes of such emergency, and such right to enter shall be immediate. It is recommended that each unit owner leave a house key with his/her neighbor or designee.

**33. ROOF:** No person shall be permitted upon the roof of any building without the prior written consent of the Board,

**34. SERVICE PEOPLE and UNIT OWNER:** No unit owner shall permit any service people, whether for purposes of maintenance, repair, replacement or improvement, to work in his unit before 8:00 a.m. or after 7 p.m., Monday to Saturday except in cases of emergencies.

**35. SIGNS:** No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any unit owner on any part of the outside or inside of any unit so as to be visible from outside of the unit, or upon any portion or part of the common elements without the prior written consent of the Board.

**36. TRASH AND GARBAGE:** All refuse, waste, garbage and trash shall be securely wrapped in plastic garbage bags and placed only in those containers designed for such purpose. Bottles and cans should not be wrapped but should be deposited as is in proper receptacles. It is the responsibility of all unit owners to bundle trash properly, to break down all cartons, to deposit newspapers and bottles in the proper receptacles, and to keep the areas in and around the dumpsters clean.

**BULK PICK UP** – Information is posted on each dumpster door.

37. **RENTALS**: Rentals shall be for a period of no less than three (3) months. There shall be only one (1) rental in any twelve (12) month period. An application for a potential renter can be obtained from the management company. All persons renting must first be interviewed by the appropriate Board committee. Approval must be forthcoming prior to finalization of rental agreement. It shall be the responsibility of the Property Owner to ensure their renters are aware of and follow these Rules and Regulations.

38. Violation of the Rules and Regulations may result in a fine or legal action.

THESE RULES AND REGULATIONS ARE SUBJECT TO CHANGES, ADDITIONS,  
AND/OR AMENDMENTS BY THE BOARD OF DIRECTORS.

Date Adopted: 12/2020

Revised: 5/15/21

Harbours Board of Directors