

# THE HARBOUR

## **RULES & REGULATIONS**

**The Harbour Homeowners' Association, Inc  
Adopted on December 9, 2019**

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The following initial Rules and Regulations ("Rules & Regulations") are contained in the By-Laws for **The Harbour Homeowners' Association, Inc** ("Association"). They are applicable to all Residents as well as to their Guests, and Visitors. These Rules & Regulations are amended and supplemented from time to time as determined in the sole discretion of the Association's Board of Directors.

**Common Elements**

The Common Elements of the Association are for the exclusive use of the Association members and their families, lessees, resident houseguests, guests accompanied by a member, and employees and contractors within their scope of employment or agreement. No other person shall be permitted to use the Common Areas of the Association without the prior written consent of the Board of Directors.

The sidewalks, entrances, passages, lobbies, hallways and like portions of the Common Areas shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Association Property; nor shall any carts, bicycles, carriages, chairs, tables, clothing, shoes or any other objects be stored therein, except in areas (if any) designated for such purposes.

Every Unit Owner and other occupant of a Unit shall be responsible for cleaning up after themselves when they use the Common Areas, including, but not limited to, placing all trash in appropriate receptacles.

The personal property of Residential Unit Owners and Occupants must be stored in their respective Residential Units.

No articles other than patio-type furniture shall be placed on the balconies, patios, terraces, lanais or other Common or Limited Common Elements of Residential Units. No linens, cloths, clothing, shoes, bathing suits or swimwear, curtains, rugs, mops, or laundry of any kind or other articles, shall be shaken or hung from any of the windows, doors, balconies, patios, terraces, lanais, railings or other portions of the Condominium or Association Property.

No Unit Owner or Occupant shall permit anything to fall from a window or door of their Unit or from Association Property, nor sweep or throw from their Unit or Association Property any dirt or other substance onto any of the balconies, patios, terraces, lanais or elsewhere in the Building or upon the Common Elements. Each Unit Owner shall be responsible for cleaning up after themselves and their Guests, tenants and invitees when within the Condominium Property and/or Association Property, including, without limitation, placing all trash in the proper receptacles.

No one may remove any personal property of the Association from the Common Areas without the prior written consent of the Board of Directors

No person shall destroy or damage any part of a common element, including structural elements, fixtures and other Association property

No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Association. The requirements of the company or agency providing trash removal services for disposal or collection shall be complied with. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.

No Residential Unit Owner or occupant shall make or permit any disturbing noises, nor allow any disturbing noises to be made by the Owner's family, employees, pets, agents, tenants, visitors or licensees, nor permit

any conduct by such persons or pets that will interfere with the rights, comforts or conveniences of other Unit Owner or occupants. No Residential Unit Owner or occupant shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio or sound amplifier in his or her Unit in such a manner as to disturb or annoy other Residents. No Residential Unit Owner or occupant shall conduct nor permit to be conducted, vocal or instrumental instruction at any time, which disturbs other residents.

No sign, advertisement, notice or other graphics or lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Condominium or Association Property, except signs used or approved by the Board or signs utilized by the Commercial Units. Additionally, no awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or roof of the Building or on the Common Elements by any Residential Unit Owner, without the prior consent of the Board of Directors of the Association.

No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Residential Unit or in the Common Elements, other than what is reasonable and customary in vehicles and/or in cleaning supplies.

No work of any type is to be done in the hallway. No materials, boxes, etc., are to be left in the hallways. Work can only be done inside the apartment with the authorization from the Management Office.

Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Association Property and including full compliance by them with these Rules and Regulations and all other Rules and Regulations of the Association. Loud noises will not be tolerated. All children under twelve (12) years of age must be accompanied by a responsible adult when entering and/or utilizing the recreational facilities.

No drones of any kind can be used on Association property.

Fireworks. No one shall discharge fireworks or other pyrotechnical displays anywhere within the Association Property; provided, however, that the Association may sponsor a professionally-managed fireworks display for all Owners, Tenants and their respective Guests within an appropriately cleared space of the Common Areas, if approved by the Board of Directors.

- a. No one may conduct commercial door-to-door solicitations anywhere within the Association Property. The Board of Directors may permit reputable charitable organizations to conduct door-to-door solicitations within the Association Property, but any such organization shall provide prior notice of its proposed solicitation activities to the Association and shall have obtained the prior written approval of the Board.
- b. Business & Trade Uses. No one may use a Residential Unit for any purpose other than a personal residence and closely related accessory uses; provided, however, that the Owner or Tenant of a Residential Unit may maintain and use a "home office" within such Unit strictly conditioned upon the facts that such business or trade activity: (a) is not apparent or detectable by sight, sound, or smell from outside the Unit; (b) conforms to all zoning and other land use requirements of the State, the County or any other governmental body having jurisdiction over the Condominium; (c) does not involve door-to-door solicitation of the Owners or occupants of

any Unit; (d) does not, in the reasonable judgment of the Board of Directors, generate a level of vehicular or pedestrian traffic or a number of vehicles being parked within the Condominium Property which is noticeably greater than that which is typical of Units in which no home office is maintained; and (e) is consistent with the residential character of the Condominium and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Condominium, as may be determined in the Board's sole discretion. As used in this Rule, the terms "business" and "trade" shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an on-going basis which involves providing goods or services for which the provider receives a fee, compensation, or other form of consideration, regardless of whether such activity: (a) is engaged in full-time or part-time; (b) is intended to be for-profit or not-for-profit; or (c) requires a license.

- c. Every applicable Owner and occupant shall comply with these Rules and Regulations as set forth herein, all Rules and Regulations which from time to time may be adopted and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief or any combination thereof. In addition to all other remedies, a charge or charges or a suspension of use rights may be imposed upon an Owner for failure of an Owner, or such Owner's family, guests, invitees, lessees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, Articles of Incorporation or By-Laws, provided that the procedures set forth in the Declaration for fining are adhered to. Fines shall not be construed to be an exclusive remedy and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner or occupant shall be deducted or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or occupant.
- d. These Rules and Regulations shall be cumulative with the covenants, conditions and restrictions set forth in the Declaration and governing documents, provided that the provisions of same shall control over these Rules and Regulations in the event of a conflict or a doubt as to whether a specific practice or activity is or is not permitted.

The Board of Directors shall be permitted (but not required) to grant relief to one or more Unit Owners from specific Rules and Regulations upon written request therefore and good cause shown in the sole opinion of the Board.

## 1. **Access and Security**

All guests and visitors **MUST** register at the Guard House and Front Desk upon arrival at The Harbour and present a government issued picture ID. For access to the building, a resident must approve the guest either at the time of arrival or through prior registration with Management or the Front Desk.

- a. Security and Management staff may request ID from individuals who are not known to them.
- b. Any non-resident who is not otherwise registered with Management or the Front Desk as a guest, visitor, trades person, or contractor is trespassing and will not be allowed to remain on the premises.
- c. The unit key that Management has is strictly for Emergency purposes, these being Fire, Flood, Blood, repairs or inspections as part of the building's responsibility. Additional keys, fobs, or other building access devices may be acquired at the Management Office during business hours at prices established by the Board of Directors.
  - i. 2 Bedroom apartment – 4 fobs (1 fob per registered resident)
  - ii. 3 Bedroom apartment – 6 fobs (1 fob per registered resident)
  - iii. 1 tag will be assigned per parking space
  - iv. Any other additional fob or parking spaces need to be approved by Management Office.
  - v. The Association has made arrangements with Quickly Locksmith to provide reasonable fees to open the doors:  
  
Mon-Fri, 7am-5pm = \$80  
  
After 5pm and weekends = \$100
- d. The Association **MUST** retain the emergency key to all Residential Units. No Residential Owner shall alter any lock nor install a new lock without the prior written consent of the Board of Directors or Developer. Where such consent is given, the Residential Owner shall provide the Association with an additional key. The Association and its agents shall have access to all Residential Units for the purposes described in the Declaration. Except in cases of emergency, the Association will attempt to notify each Residential Owner in advance of any entry to a Residential Unit.

## 2. **Balconies and Windows**

No articles other than patio-type furniture and plants shall be placed on the balconies. No linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors, balconies, terraces, or other portions of the Association Property.

- a. No Unit Owner or occupant shall permit anything to fall from a window, door or balcony of the Condominium or Association Property, nor sweep or throw from the Condominium or Association Property any dirt or other substance onto any of the balconies or elsewhere in the Building or upon the Common Elements.

- b. No window air-conditioning units may be installed by Unit Owners or Occupants. No Unit shall have any aluminum foil placed in any window or glass door or any reflective or tinted substance placed on any glass, unless approved, in advance by the Board of Directors in writing. No unsightly materials may be placed on any window or glass door or be visible through such window or glass door.
- c. Balconies may **NOT** be used as storage areas.
- d. The hosing of balconies is prohibited.
- e. No grills and/or open fires are permitted on the balconies.
- f. Waterproof containers must be used for plant material placed on the balconies.
- g. All loose or movable objects shall be removed from the balconies upon notice of an approaching hurricane or other inclement weather characterized by conditions of high wind velocity.
- h. Drilling into exterior walls or ceilings or balcony walls is strictly prohibited.
- i. No storage boxes, sheds or other structures may be installed or placed on the balconies.
- j. Built-up decks are not permitted on balconies.
- k. No organic or pet's waste/residues can be placed or stored in any container or recipient on the balconies.
- l. No bicycles are permitted on the balconies.

### **3. Guest Policy**

Residents wishing to have a Guest accompany them to the Common Area amenities of the Association shall be subject to the following limitations:

- a. Each unit shall be allowed a maximum of 6 Guests to utilize the facilities per day (accordingly, with each designated area rules and regulation)
  - In case of 7 guests or more, each owner must inform management via email at [FrontDesk@theharbourmiami.com](mailto:FrontDesk@theharbourmiami.com) at least 48 hrs. in advance providing a guest list.
- b. The maximum guests per unit per day are 12 guests. Each unit may use up to 4 valet parking spaces, subject to availability.
- c. Each guest shall be required to register with Management prior to entry into the common areas.
- d. Daily charges may be applied to the Owner and/or Resident for exceeding the number of allotted Guests' use of amenities as determined by the Board of Directors.

#### 4. Vandalism

Any vandalism, alteration, damage or desecration of the building, furnishings, decorations, or any common area or property of The Harbour by a Resident, Guests, and Service Providers or other invitee of the Resident shall be the responsibility of the Resident. The Association holds the Resident financially responsible for any and all damages. The Association may seek to bring an action in equity and may file criminal charges if deemed appropriate in the sole discretion of the Board of Directors and reserves the right to restrict future entry to The Harbour for Guests or Service Providers.

#### 5. Zero Tolerance

The Association has a zero-tolerance policy against physical and/or verbal abuse, menacing or threatening behavior directed at fellow residents, employees, and outside service providers supervised by the property Management Company. Any complaints submitted for such conduct shall be subject to fines and if warranted, legal action.

- a. Employees of the Association are not to be sent by Unit Owners or occupants for personal errands. The Board of Directors shall be solely responsible for directing and supervising employees of the Association.

#### 6. Real Estate Agent Access

- a. Owners MUST register their Listing Agent/Realtor and provide copy of such agreement.
- b. Listing Agents may only show Units Monday – Friday, from 9:00 am to 7:00 pm, Saturdays and Sundays from 9:00 am until 5:00 pm. Non-Listing Agents will not be authorized access to the property.
- c. Showings are limited to six (6) individuals at a time.
- d. Lock boxes are strictly prohibited and if found will be removed and discarded. The Association will not be held responsible.
- e. The Unit Owner is responsible to provide the unit key and key fob to the listing Agent/realtor.
- f. Listing Agent/realtor MUST accompany ALL clients at all times.
- g. No Open Houses are allowed
- h. Absolutely NO KEYS are to be held at or left at the Front Desk.

#### 7. Moving, Deliveries, and Packages

- a. Delivery/Moving hours are **Tuesday through Thursday 9:00 am to 4:00 pm**.
- b. **NO WEEKEND, HOLIDAY OR EVENING DELIVERIES ARE PERMITTED.**
- c. Scheduling for major deliveries (flooring/construction material, furniture, over-sized items, etc.) and any delivery that needs more than one elevator trip will require an **Elevator Reservation** form completed and signed by the Resident and submitted to the Receiving Department at least **3 days in advance** to ensure priority use of the elevator. It is strongly recommended that all design/contractor professionals communicate with the Receiving Department with ample time to

avoid delays.

- d. All delivery companies and contractors are required to provide a certificate of insurance (COI) that includes general liability and workers compensation. Workers Compensation Exemptions are not acceptable.
- e. All delivery personnel, workmen, etc., will be issued an I.D. badge by the Receiving Department. If the person is found in any other location without proper identification, they will be escorted off the property immediately.
- f. All contractors working inside a unit must wear a t-shirt with the company's logo for identification purposes. No exceptions.
- g. Package room is open from Monday – Friday 9am-7:30pm. Saturday and Sunday 9am -1 pm  
Carrier drop off schedule is Monday – Friday 9am – 6:00pm. Saturday and Sunday 9am – 12:00pm
- h. Packages are held for a maximum of 10 days.
- i. After a package has been in storage for 14 days, the HOA may have the right to return to sender.
- j. Packages over 50 pounds will not be accepted by the Association. Residents must be present at the time of delivery.

#### **8. Fitness Center/Spa**

- a. Operating/Service Hours. 5:00am to 12:00 midnight.
- b. All persons – owners, residents, and guests – using the fitness facilities will do so at their own risk and may be required to execute such forms releasing The Harbour from liability for their use of the facilities as determined from time to time.
- c. Proper workout attire is required at all times. Cut-offs and/or torn garments, bathing suits, robes, and/or other non-athletic attire may not be worn in any exercise areas of the Fitness Center. Men must wear shirts. Proper closed-toe athletic footwear is required when using any of the exercise facility equipment. Sandals, flip-flops or bare feet are prohibited. Those improperly dressed will be asked to change prior to using the facilities.
- d. Children under fourteen (14) are not allowed in the fitness facilities.
- e. Children over fourteen (14) years of age are allowed in the fitness facilities upon completion of proper paperwork.
- f. Babies in strollers are not allowed in the fitness facilities.
- g. Persons under the age of 16 years old may not use the sauna and steam room.
- h. A maximum time limit of 30 minutes is expected when someone is waiting to use the equipment.
- i. All weights and equipment must be returned to their proper location after completion of use.
- j. Dropping or slamming weights is not allowed.
- k. Equipment is to be wiped down after each use.

- l. Pets and smoking/vaping are absolutely prohibited in the spa and fitness facilities.
- m. For your safety, please report any maintenance concerns to Management.
- n. Consumption of food and alcoholic beverages in the Fitness Center/Spa is not permitted.
- o. Before using the Spa furniture, you must dry yourself.
- p. Gym and workout bags should be stored in lockers.
- q. Regular operating hours of the fitness facilities will be posted. From time to time, the hours of operation of the fitness facilities may be changed or the fitness facilities may be closed for necessary repairs and maintenance.
- r. Residents are permitted to bring up to 2 guests to the fitness facilities subject to the policies and procedures specified by the Board. Guests must always be accompanied by an owner/resident or previously registered by the Owner.
- s. Professional trainers, therapists, and estheticians must register with the front desk and be previously authorized by management. Personal trainers may only provide services at the Fitness Center/Spa after being approved by Spa Management or the Board of Directors, executing a written services agreement with the Association, signing a “hold harmless” agreement and providing proof of a current professional license and liability insurance. Approved personal trainers must abide by all the terms of the services agreement, may only provide personal training services to their resident client(s), and must not solicit other residents.
- t. Personal fitness instructors are permitted access only if accompanied by an owner/resident and have been properly registered with Management.
- u. It is the responsibility of all persons – owners, residents, and guests – to obtain instruction on how to use the equipment prior to using such equipment, and the equipment is only to be used in accordance with such instructions.
- v. It is the responsibility of all persons – owners, residents, and guests – using the fitness facilities to consult with their physician, and such person should be in good physical condition and have no physical, medical or psychological conditions, disabilities, impairments, or ailments, chronic or otherwise, which would preclude, impair, or prevent such person from using the Fitness Center, equipment, and amenities or engaging in active or passive exercise.
- w. Each person using the Fitness Center assumes full risk of loss and responsibility for damages to his or her health if the foregoing policies are not followed at all times.
- x. Music players, televisions, and the like may be listened to in the Fitness Center with earphones. Speakers are not allowed at any time.
- y. Conduct. All Residents and their Guests are expected to conduct themselves in a respectful and courteous manner toward each other and with the Association’s staff. Inappropriate conduct may

result in that person being requested to leave the facility and possible suspension of privileges, or such other remedies available to the Association under Florida law.

- z. Spa Services and Cancellation Policy. Please contact the Fitness Operator for complete details regarding the Menu of Services and charges as well as the policies and procedures regarding reservations/cancellations of services.
- aa. Smoking or vaping in the Fitness Center/Spa and common areas is prohibited.

## **9. Kids Room**

- a. Open from 8:00 am to 10:00 pm
- b. Children must be under 16 years old and need to be accompanied by an adult (over 21 years old).
- c. There cannot be more than 4 kids per one (1) adult supervision.
- d. Children must be healthy and clean.
- e. Children not potty trained must wear diapers at all times.
- f. Children must always be dry and with proper attire (shirts and pants or dress).
- g. No bathing suits allowed.
- h. No food or beverages are allowed (except for spill-proof sippy cups or baby bottles).
- i. Each unit can have up to 2 adult visitors and up to 4 kids. Visitors must always be accompanied by the owner/resident.
- j. All residents are responsible for their guest's behavior and will incur a fine or use suspension on their behalf.
- k. Smoking or vaping is not permitted.
- l. No music or speakers are allowed.
- m. Diaper change must be done in the bathrooms. Diaper disposals must be sealed and disposed of in the bathroom trash ONLY.
- n. Every child must treat and be treated with respect and courtesy.
- o. The Harbour Association is not responsible for any injuries.
- p. Children safety is the supervising adult's full responsibility.
- q. If residents have toys to donate to this area, they need to be in new or good condition and submitted to the management office first.

## **10. Upper Social Lounge:**

- 1. The billiard table is for the use of adults 14 and older.

## **11. Roller Skates/Roller Blades/Skateboards/Hover Boards/Scooters**

- a. Roller Skates, roller blades, skateboards, hoverboards, scooters or any other similar equipment must be carried before entering the Lobby or the elevators.
- b. No roller skates, roller blades, skateboards, hoverboards, scooters or any other similar equipment are permitted in any Common Areas, including but not limited to the Lobby, all stairwells, corridors, Pool Deck, Fitness Center/Spa, Social Rooms, entrances/exits to the Parking Garage, or the Valet Area.

## **12. Parking / Valet**

- a. The parking areas within the Association Property, are solely for authorized resident vehicles. Not registered residents are not allowed to use the parking spaces.
- b. All persons driving through the parking garage must turn their vehicle's headlights on and obey all posted signs, including, but not limited to the posted speed limit
- c. No personal objects other than vehicles shall be stored or parked in the parking garage. One (1) vehicle per parking space only.
- d. Trucks, campers, motor homes, trailers, boats, boat trailers and commercial vehicles of any type and/or size are prohibited.
- e. No inoperable vehicles may be kept on the Association Property. Inoperable vehicles may not remain on the Association Property for a period of more than twenty-four (24) hours. This includes, but is not limited to, vehicles with one or more flat tires, inoperable engines, and/or, inoperable or missing windows.
- f. No repairs of vehicles shall be made on the Association Property.
- g. All vehicles must be parked within the lines designated for the particular parking space.
- h. Vehicles parked in handicapped spaces must display a proper disabled parking permit. Handicap spaces are available on a first come first serve basis and may not be assigned. All vehicles must be registered with Management.
- i. The Association shall have no liability for loss or damage to any vehicle located upon the Common Areas or Association Property, whether or not the presence of such vehicle is permitted on the Common Areas or Association Property by these Rules.
- j. Residents shall park in the parking spaces assigned to their Units. No resident shall park in a parking space assigned to another Unit without the permission of the applicable Unit Owner and evidence of such permission must be filed with the Association.
- k. Violations and Towing. Violations of parking restrictions may be subject, but not limited to, the towing/removal of a vehicle in accordance with the Florida Statutes.

- i. Vehicles will be subject to being towed based on the following:**
- 1) Vehicle does not have the Association Parking Sticker or Temporary Parking Permit
  - 2) Vehicle parked on the wrong parking space
  - 3) Vehicle is left on the premises inoperable for more than twenty-four (24) hours
  - 4) Vehicle being repaired on the premises
  - 5) Any vehicle which is improperly parked in a way that is blocking the flow of traffic or presents a concern for the safety and welfare of residents
- m. The Association shall not be liable to the owner of a vehicle for trespass, conversion, or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice is posted, neither its removal, nor failure of the vehicle owner to receive it for any reason shall be grounds for relief of any kind.
- n. For residents who own more than one vehicle, the Association offers reserved use of a valet space on a month-to-month, first-come, first-served basis, at a monthly charge as determined from time to time by the Board of Directors. The availability of these spaces is limited and may vary from month to month at the discretion of the Board of Directors.
- o. All Guests and Visitors must use Valet parking services, which are subject to a fee rate schedule ("Fee Rate Schedule") clearly posted at the Valet podium. No parking is provided on Association Property for Contractors, Suppliers, personal employees or Service Vendors (collectively "Contractors"). Contractors and service providers must park off-site after unloading in the Receiving Area. Guest/visitor parking is not available to Commercial Unit Owners/Tenants or their guests, visitors, clients or customers.
- p. All doors leading from the building to the exterior or to the Parking Garage are to be closed, at all time and are not to be blocked open
- q. Any individual who fails to comply with the parking rules stated herein and any other existing parking rules and regulations or any parking regulations posted in the parking areas, will be subject to a fine and/or have a violation sticker placed on their vehicle and will have their vehicle towed at the owner's expense.
- r. The grocery carts placed on each floor of the garage are to be retracted from their designated area with a card provided by the management office. Any individual who retracts the cart without a card or a card without a cart, therefore, damaging the cart or the machine where the card is held, is subject to be fined and will be liable for any damage.

### **13. Motorcycles/Bicycles**

- a. Motorcycles, mopeds and any other type of motorcycle should use car parking designated spaces. This space shouldn't be used for more than one motorcycle/vehicle.
- b. Bicycles may be parked or stored **ONLY** in designated areas and not in corridors, stairwells, or on balconies.
- c. Bicycles may **NOT** be parked or stored in a manner that impedes traffic, pedestrians, ingress/egress to parking spaces or service areas such as trash holding areas. Bicycles are not permitted in any amenity areas: Pool Deck, Gym, Spa, Formal/Informal Room.
- d. Bicycles may **NOT** be ridden through the hallways, Lobby and/or amenity areas, except on the 8<sup>th</sup> floor for the use of supervised children only.
- e. Residents park their bicycles at their own risk. The Association is not responsible for any loss or damage.
- f. Tricycles and Scooters and all other non-motorized wheeled vehicles are included in the definition of "bicycle".
- g. Management reserves the right, with or without notice and at the owner's expense, to cut the lock and remove bicycles parked/stored in inappropriate locations on the Condominium Property. All removed bicycles will be donated.

### **14. Pets**

- a. All pet owners must register their pet with Management. Dog owners must provide a current Miami-Dade Dog License and vaccination record upon registration, and annually thereafter. Pets must undergo DNA registration for waste management by an authorized company designated by the association and carry the designated "pet tag" provided by the Association upon registration.
- b. Dogs and cats are NOT permitted outside of their owner's unit unless attended by their owner and on a leash not longer than 3 ft. long.
- c. Pets are NOT permitted on balconies or lanai areas unless accompanied by an adult.
- d. Pets are NOT allowed in the Lobby area.
- e. Pets are ONLY allowed to be at the Dog Park. Pet waste must be sealed and disposed of inside the pet waste baskets provided near the Dog Park.
- f. No pet owner shall allow their pet to relieve itself on the Association's Property, which includes all perimeter sidewalks within 4 feet of the property's external wall, except for a designated pet relief area.

- g. Owners are responsible for cleaning up all waste of their pets and will be held responsible for any necessary cleanup costs incurred by, or fees imposed by a municipal authority or the Association. All pet waste must be properly disposed of in the designated receptacle, which can be found in the designated areas.
- h. Pets may be walked through the Parking Garage ONLY if the pet is accompanying you in your vehicle and you are entering/departing the Building.
- i. Pets are only allowed inside the garage ground level for transportation purposes to go to the designated Dog Park.
- j. Pets may not be exercised in the Parking Garage or Valet Area.
- k. Pets are **NOT** permitted in ANY recreational facility in the Building including, but not limited to, the Gym, Kids Room, SPA, Spa exterior area, Pool Deck, Racquetball Court, Library room, 8<sup>th</sup> floor, Trail, North tower grass area.
- l. Pet owners are fully responsible for any and all damages caused by their pets to the Common areas, Association Property, to the property of other residents.
- m. Pets, birds, fish and other animals, reptiles or wildlife shall neither be kept nor maintained in or about the Condominium Property except in accordance with the following, in addition to the applicable terms of the Declaration:

Dogs and cats shall not be permitted outside of their Owner's Unit unless attended by an adult and on a leash not more than Three (3) feet long. Said pets shall only be walked or taken upon those portions of the Common Elements designated by the Association from time to time for such purposes. In no event shall said pet ever be allowed to be walked or taken on or about any recreational facilities contained within the Condominium Property. Pets shall only be in the hallways of the Building as a means of direct ingress or egress to and from its Owner's Unit and the service elevator.

- n. Fish or caged domestic (household-type) birds may be kept in the Units, subject to the provisions of the Declaration.
- o. The failure to follow these regulations may result in the requirement that the animal be permanently removed from the Property.

## 15. Pool/Jetted Spa

- a. Open from Sunrise to Sunset.
- b. All persons using the swimming pool and/or jetted spa do so at their own risk. Persons without swimming skills should be accompanied by a person with swimming skills, regardless of age. **THERE IS NO LIFEGUARD ON DUTY.**
- c. Pregnant women, or others with medical concerns should determine their ability for safe use and duration times for the jetted spa before use.
- d. Flotation devices, balls, and toys are not allowed in the pool.
- e. Children under twelve (12) years of age **MUST** be accompanied by a responsible adult (21+) while on the pool and pool deck.
- f. Children under sixteen (16) years of age are not allowed in the Spa room.
- g. Pets are **NOT** permitted on the Pool Deck.
- h. Glass bottles, glass containers, ceramic items, and/or other breakable items are not permitted on the Pool Deck, Spa, Spa exterior deck.
- i. Food or beverages are NOT permitted in the Pool.
- j. To prevent injury, reduce noise, and comply with the Association's insurance requirements, diving into the pool, games involving running, jumping, playing ball, or other boisterous activity, as well as screaming and shouting, are prohibited. Persons violating this rule will be asked to leave the pool area.
- k. All persons must shower before entering the pool or spa.
- l. Persons wearing diapers or who are not toilet trained are not permitted in the pool or spa unless they are wearing leak proof garments.
- m. Personal BBQ grills are prohibited on the pool deck.
- n. No dangerous or hazardous items are permitted in the pool or on the Pool Deck.
- o. Coolers are not permitted in the pool deck.
- p. Alcohol beverages are not allowed on the pool deck.
- q. No food or drinks are allowed near the pool or inside the pool. Only BBQ and restaurant area.
- r. As a courtesy to other residents, all persons listening to electronic devices must wear headphones and not broadcast the sound over speakers.
- s. The maximum number of non-resident guests permitted at the pool deck is 4 per unit (including children).
- t. Pool Deck opens at sunrise and closes at sunset.
- u. The last reservation for the BBQ grills will be taken at 5pm.
- v. The use of the showers inside the lobby bathrooms, are not intended for everyday personal use.

## **16. BBQ**

- a. BBQ facilities can be reserved only by permanent residents (minimum age 21) at front desk only. Must be properly registered on the system as permanent residents of The Harbour. ID check required.
- b. BBQ and any other amenities are not allowed to be used by any guest without the presence of a permanent resident.
- c. BBQ reservations can only be used for a maximum of 2 hours per Unit and only if there is no other existing reservation, it can be extended for another 2 hours.
- d. Reservations can only be made a maximum of 1 week in advance and no more than 1 reservation per Unit.
- e. No other BBQ or any kind of cooking device is allowed in the BBQ area, no exceptions.
- f. No more than 10 people per BBQ are allowed, no exceptions. All guests must be previously registered at front Desk or they will be asked to leave the property.
- g. No glass containers are allowed on the BBQ area and pool deck.
- h. Previous and post inspection will be undertaken by The Harbour staff and if any damage occurs, Resident will be charged for all repairs.
- i. As a courtesy to next users, Residents must leave the BBQ area totally clean. If cleaning is required, a cleaning fee will be charged, and the resident will be suspended for the BBQ.

## **17. Smoking / Vaping**

- a. Smoking and vaping are not permitted in any Common Areas of the Association, including, but not limited to, hallways, elevators and elevator lobbies, stairwells, Lobby, Social Room, Fitness Center/Spa, and Valet Entrance.
  - Smoking and vaping are permitted only in designated areas. Cigarette and cigars must be put out on an ashtray and disposed of inside the unit and not thrown from balconies.
- b. No person shall allow smoke or other nuisance odors to be emitted from a unit into the common elements or into other units.
- c. Residents and their guests/visitors must dispose of all cigarettes and ashes in the proper receptacles located in the designated smoking areas.

## **18. Solicitation**

- a. No solicitation is permitted on the Association Property.
- b. No flyers, pamphlets, marketing or advertising materials, or any other printed items may be placed under the unit doors or in any Common Areas except as authorized by the Board of Directors.
- c. Residents are urged to report solicitation activity to Security personnel or building staff.

## **19. Sports and Racquetball Courts**

- a. Tennis Court, Basketball Court and Racquetball Court may be used as first come first serve basis.
- b. When people are waiting, courts usage is to be limited to one (1) hour.
- c. Pets are not permitted on the 8<sup>th</sup> floor deck.
- d. An adult must accompany children below the age of 10.

## **20. Enforcement Of Rules And Regulations**

- a. Every Owner and occupant shall comply with these Rules and Regulations as set forth herein, any and all rules and regulations which from time to time may be adopted by the Board of Directors, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as each may be amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action that may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. These rules and regulations shall be cumulative with the covenants, conditions and restrictions set forth in the Declaration and other governing documents, provided that the provisions of same shall control over these Rules and Regulations in the event of a conflict or doubt as to whether a specific practice or activity is or is not permitted. All these Rules and Regulations shall apply to all other Residents even if not specifically so stated in portions thereof. The Board of Directors shall be permitted (but not required) to grant relief from specific Rules and Regulations upon written request therefore and good cause shown in the sole discretion of the Board of Directors.
- b. If for any reason any part of these Rules and Regulations is deemed to be unenforceable, the remainder shall remain enforceable.
- c. Violation of the Association's Rules may result in the imposition of fines up to the maximum allowed by law per violation and/or a suspension of use rights.
- d. In the event of a violation of these Rules and Regulations, the Unit Owner and Resident shall be notified in writing that a violation exists. It is each Owner and Resident's responsibility to maintain a current contact address and e-mail address with the building manager.
- e. The Rules and Regulations Grievance and Fining Committee who are authorized to assess a fine of up to \$100.00 per day not to exceed \$1,000.00 and/or a suspension of use rights as provided by Florida Law. Further, the Association reserves the right to such other remedies are available under law including but not limited to seeking court enforcement, arbitration and attorney's fees and costs to enforce these Rules and Regulations.

## **21. Rule Changes**

- a. The Board of Directors reserves the right to change or revoke existing rules and regulations and to make such additional rules and regulations from time to time as, in their opinion, shall be necessary or desirable for the safety and protection of the Association Property and their occupants, to promote cleanliness and good order of the Association Property and to assure the comfort and convenience of members of the Association, provided that changes, revocations, or additions must be adopted in accordance with the procedures set forth in the By-Laws of the Association before such changes, revocations, or additions become effective. After adoption, changes may be overridden in the manner described in the By-Laws.