

Peace Harbor Condominium

Rules and Regulations

June 1st, 2008

Updated 2019

Welcome to Peace Harbor!

The Rules and Regulations found in these pages are meant to remind us of the common courtesies that are necessary when a group of people with diverse backgrounds live in such close proximity. To many of us, this may be our first experience in condominium living. Together, we will make this an enjoyable experience and maintain the special feeling of community we wish to foster at Peace Harbor.

The following Rules and Regulations shall govern and control the use, occupancy, and enjoyment of the condominium property. In some cases, these Rules and Regulations have been extracted from the Bylaws of the Condominium and have been referenced as such. All others are meant to supplement the existing documents.

These Rules and Regulations must be made available by the owner to any renters or guests.

The Board of Directors may choose to temporarily suspend any one or all of these rules, as appropriate, during any emergency situation for the community.

The Board of Directors, in conjunction with the management company, has both the responsibility and authority to enforce these rules.

UNITS

1. Each owner occupied unit shall at any time be occupied by only one family and its guests, as a residence and for no other purposes. The total number of overnight occupants in a unit is three (3) per bedroom. All residents must fill out an information sheet yearly that updates the number of residents in the unit, the contact information for the owner(s), car information and pet information. This sheet will be sent out as part of the yearly owner's meeting. Owners are responsible for transmitting information about lessees to the Board.
2. Occupancy in Absence of Owner. If the owner and his family who permanently or seasonally reside with him are absent, and the unit has not been leased, the owner may permit his unit to be occupied temporarily by his guests. When a unit is to be occupied by guests while the owner is not in residence, the owner shall, at least twenty-four (24) hours prior to the arrival of the guests, notify the Management Company of such fact, and give the names of all persons who will be permitted to temporarily occupy the unit. (REF 12.2) Guests must receive dated parking passes from Management Company for the duration of the stay if the guests' stay is more than seven days.
3. No one may post or display a "For Sale," "For Rent," "Open House" or other similar signs anywhere on the Condominium. (REF 12.7)

4. No owner shall use his unit, or permit it to be used, in any manner which constitutes or causes an unreasonable amount of annoyance or nuisance to the occupant of another unit, or which would not be consistent with the maintenance of the highest standards for a first class residential condominium, nor permit the premises to be used in a disorderly or unlawful way. The use of each unit shall be consistent with existing laws and the Condominium documents, and occupants shall conduct themselves in a peaceful and orderly manner. (REF 12.6)
5. The common elements shall not be obstructed, littered, defaced or misused in any manner. The common elements shall be used only for the purposes intended, and they shall not be used for hanging or drying clothes, for outdoor cooking, for cleaning of rugs or other household items, or for storage of bicycles or other personal property. (REF 12.8)
6. Curtains, drapes, hurricane shutters/screens or blinds visible from the exterior of the unit must be white or off-white in color. (REF 11.3.D)
7. No owner shall make or permit the making of any material alterations or substantial additions to his unit or the limited common elements, or in any manner change the exterior appearance of any portion of the Condominium, without first obtaining the written approval of the Board of Directors, which may be denied if the Board of Directors determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the Condominium in part or in whole. (REF 11.7)
8. Hard surface floor coverings such as marble, wood or vinyl or ceramic tile, other than as originally installed by the Developer, may not be applied to the floor surfaces of any portion of the unit unless there is an approved form of sound-deadening or sound insulation material placed between such flooring and the unfinished floor surface of the unit. Residents of the bottom floor do not need sound deadening material. Approvals shall be given in writing by the Association. (REF 11.3)
9. Nothing can be affixed to the outside of the building walls, doors, balconies, windows, or roofs, such as a satellite dish, awnings/canopy, shutters, screen doors, etc. without prior Board approval.
10. Residents may not alter or damage water meters/valves or fire alarm equipment. Owners must pay for the replacement of these devices and reimburse the Association for all water used.
11. The Association shall retain a key to all units and shall have the right to use such key to enter a unit in order to prevent any damage to property or a risk to human beings. The unit owner shall provide the Association with a key of any newly installed or altered lock for the use of the Association, pursuant to its right of access to the unit. The unit owners will be notified if anyone enters their unit in their absence. (REF 11.11) At the behest of owners, keys and codes may be kept offsite at the management company only.
12. The contractors of Peace Harbor take direction only from the Directors and Management. If you have any suggestions or concerns, please bring them to the attention of the Manager in written form. Submit work requests via the comment section on peaceharbor.weebly.com or in writing be it physical or electronic to the Management Company.
13. Items directly outside of a unit's front door are prohibited by the Charlotte County Fire Department. This includes both decorative and functional items. If upon inspection, the Fire Department fines the Association for these hindrances to emergency services, that fine shall be passed on to the responsible unit owner. The Fire Department must have a minimum of 44 inches clear access to unit's door.

14. The Association reserves the right to dispose of anything left in the area outside of a unit door when the unit owner(s) are away for more than one week.
15. Owners must notify Management Company, at least 24 hours in advance, when delivery (furniture, appliances, etc.) is expected so that the elevator can be padded. No deliveries before 8:00 a.m. or after 8pm. When a resident is moving in or out, the same applies. The management company will arrange to have the pads installed.

PETS/WILDLIFE

16. Unit owners may own one (1) domestic cat or one dog, whose weight shall not exceed forty (40) pounds at maturity. No other cats or dogs (for any reason) may be kept in the units including the pets of renters and guests. Authorized pets under this section must be registered at the Management Company's Office, where a recent photograph of the pet will be required. (REF 12.5) Unauthorized pets will result in a fine of 50 dollars per day. Registered service animals may be more than 40 pounds.
17. All pets must be caged or kept on a leash at all times when outside a unit.
18. The Board of Directors will take all steps necessary to remove any pet that has been determined to be a nuisance.
19. Owners are responsible for cleaning up after their pets, including the removal and proper disposal of waste products. Pet waste must go in the dumpster NOT in trash cans in common areas.
20. Feeding of wildlife is prohibited.

VEHICLES

21. No trucks (except pickups used primarily as personal transportation) or commercial vehicles, campers, mobile homes, motor homes, motorcycles, boats, house trailers, boat trailers, or trailers of every other description, shall be permitted to be parked or stored at any place on the common elements unless approved by the Board of Directors. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and other commercial services. Automobiles shall be parked only in the parking spaces established for such purpose. (REF 12.9) All pickups shall be backed into parking spots so that the overhang of the pickup bed is out of the driving area.
22. Inoperable vehicles are not permitted to be stored or parked on the common elements.
23. All motorized vehicles parked on the property must have a current registration and be in operable condition or they may be towed by the Association.
24. If an illegally parked vehicle is not removed from the Condominium property within 72 hours after notice to the owner, said vehicle will be removed by towing at the owner's expense. This section shall not apply to vehicles used in the construction, repair, maintenance or sale of condominium or units therein. (REF 12.9)
25. Vehicles may not speed on the property. The speed limit is 10 mph.
26. Washing of vehicles on Condominium property is not allowed.
27. The owner of parking space shall be responsible for any damage to flooring. Owner of vehicle parked in guest parking space shall be responsible for any damage to flooring.

PARKING

28. All resident vehicles must be registered with the management company and include the make, year, type, and license number.
29. Each unit has been assigned one (1) parking space. Each unit shall be allowed no more than two registered vehicles. Residents must park first in their assigned parking space. Guest parking may be utilized for a second vehicle on a first come first served basis, realizing there are a limited number of spaces.
30. Registered vehicles must display a Peace Harbor parking sticker. The parking sticker must be affixed to the rear window on the driver's side. **Issuance of a parking sticker does not guarantee a parking space.** This information will be confirmed yearly as part of the owner information sheet. In the instance where a resident gets a new car, the resident must notify the management company within 3 days or the car without a sticker will be towed.
31. Unregistered or unauthorized vehicles will be towed at owners' expense. Vehicles parked in another unit's parking space are subject to towing unless a letter of authorization from the unit owner assigned to the space is on file with the management company.
32. Residents may NOT park in handicap spaces without properly displayed authorization. Unauthorized vehicles will be towed at owner's expense.
33. All guests on property for more than 7 days MUST have a Guest parking pass displayed on the dashboard of their vehicle and may park ONLY in "Guest" parking spots. Guest passes are available from the Management Company and will be dated. Only one guest parking pass will be issued per unit at one time.
34. Please exit the property using the exit road and exit gate. Doing so will prevent unauthorized vehicles from entering the property through the garage entrance door.
35. Any vehicle found to be in violation of the Rules and Regulations will be towed at the owner's expense.

COMMON AREAS

36. All trash is to be placed INSIDE the dumpster provided. All boxes MUST be broken down prior to placing them inside the dumpsters. Hazardous materials and discarded appliances and furniture are PROHIBITED in or around dumpsters. Hazardous materials must be taken by the unit resident to specific city locations.
37. Children, aged 14 and under are to be supervised at all times while on property. Residents reserve the right to ask unattended children to return to their units. Loud noise making and/or disruptive behavior will not be tolerated anywhere on the property. (REF 12.4)
38. Only trained and/or authorized personnel (Hired contractors, active board members, management company employees, board designated resident experts) may access the equipment rooms or pool equipment boxes.
39. All trash receptacles in public areas (excluding the dumpster) are for convenience and not to be used for household trash disposal. Littering is not allowed. Violation of this will result in the owner being fined.

40. Smoking of any kind (including vaping) must be done inside the units or outside the front gate. Smoking is prohibited in all other common areas including the pool. All smoking waste must be disposed in smoking receptacle.
41. Signs and notices must be hung inside the notice board and not taped to the front.

CLUBHOUSE

42. Smoking is prohibited inside the Clubhouse.
43. Pets are not permitted in the Clubhouse.
44. Use of the Clubhouse is restricted to residents and their private parties. Requests for use (including the number of persons attending) must be scheduled through the Management Company's office and entered on the calendar. A copy of the "Clubhouse Use Guidelines" handout is available from the Management Company's Office.
45. The pool area may not be reserved.
46. The Board of Directors may establish a fee schedule for the use of the Clubhouse by an Owner's outside activity group.
47. The Clubhouse must be left in clean condition after each use unless cleaning has been arranged for in advance by payment to the Management Company's office. A cleaning fee will be charged to unit owners if the Clubhouse is not properly cleaned.
48. No wet bathing suits are to be worn in the Clubhouse.
49. The Association has provided two gas-fired grills for use by all residents. These grills may not be moved. The grills must be cleaned after use. The proper cleaning instructions for the grill are posted on the grill.
50. Furniture in the Clubhouse may not be moved from the inside at any time.

POOL & SPA

51. The pool and spa are for residents and their guests ONLY.
52. Pool and Spa rules are posted and must be followed by all owners, residents and guests. No food in the pool or spa. Children under 16 may not use the pool without an adult. Children under 12 may not be in the spa at any time for their safety. Absolutely no glass is allowed in the pool area at all at any time.
53. Pool Umbrellas must be collapsed after use.
54. No resident may make any adjustment or affect the chemicals or heat in the pool or spa.
55. Please use headsets when using stereo equipment in the pool area. Loud and obnoxious behavior will not be tolerated.
56. Pets are not permitted in the pool or spa area.
57. The board may impose fines on any unit owner if they or their guests or renters disregarding

these or other posted rules.

LEASING

58. An owner intending to lease his unit shall provide the Board of Directors or its designee written notice of such intention at least fifteen (15) days prior to the first day of occupancy as well as a fully executed copy of the proposed lease, and a lease packet available from the Management Company. (REF 13.1.A)
- 59. All owners and tenants over 18 years of age will agree to a background and credit check. The cost will be \$100 per married couple, \$100 each for anyone else over the age of 18. This includes any and all adult children that will be residing in a unit.**
60. The Board may require a personal interview with any lessee, partner or adult children who plans on living in the unit if any, as a pre-condition to approval. (REF 13.1.A)
61. After the required notice and all information have been provided, the Board shall have ten (10) days in which to approve or disapprove the proposed lease. (REF 13.1.B)
62. A proposed lease shall be disapproved only if a majority of the whole Board so votes, and in such case lease shall not be made. Please see 13.1.C for grounds for disapproval. (REF 13.1.C)
63. If proper notice is not given, the Board may approve or disapprove the lease. Any lease entered into without approval may, at the option of the Board, be treated as a nullity, and the Board shall have the power to evict the lessee with five (5) days notice, without securing consent to such eviction from the unit owner. (13.1.D)
64. Legal responsibility for paying Condominium assessments may not be delegated to the lessee. (13.1.E)
65. No unit may be leased for a period of less than Ninety (90) consecutive days. No lease may be for a period of more than one (1) year, and no option for the lessee to extend or renew the lease for any additional period shall be permitted. However, the board may, in its discretion, approve the same lease from year to year. (REF 13.1.G) No units may be listed or leased as short term vacation rentals such as Air BnB.
66. No subleasing or assignment of lease rights by the lessee is allowed (REF 13.1.G)
67. No one but the lessee, his family members within the first degree of relationship by blood, adoption or marriage, and their spouses and guests may occupy the unit. The total number of overnight occupants of a leased unit is limited to two (2) persons per bedroom. (REF 13.H)
68. If the lessee and all of the family members mentioned in 66 are absent, no other person may occupy the unit. (REF 13.I)
69. All of the provisions of the Condominium documents and the rules and regulations of the Association shall be applicable and enforceable against any person occupying a unit as a lessee or guest to the same extent as against the owner. A covenant on the part of each occupant to abide by the rules and regulations of the Association and the provisions of the Condominium documents, designation the Association as the owner's agent with the authority to terminate any lease agreement and evict the tenants in the event of breach of such covenant, shall be deemed to be included in every lease agreement, whether oral or written, and whether specifically expressed in such agreement or not. (13.J)
70. The current application fee is \$100 per person over 18 whom will be occupying the unit. The fee for a married couple is \$100. No fee may be charged for the approval or renewal or extension of a lease. (13.K)
71. An owner leasing his unit may not use the common elements. This means, when an owner rents the unit, the owner may not use the assigned parking spot associated with the unit, guest parking, pool, spa, clubhouse or common area unless the owner is a guest of another owner and at that point, the rules for guests would apply. Owners who rent their units, must remove their cars as they forfeit the space to the renter.
72. Owners are responsible for making sure their tenants and guests abide by the Condominium document and these Rules and Regulations. (REF 13.1.J) If tenants and guests do not abide by these

rules, the owner will be fined. If tenant repeatedly violates the rules and regulations, they will be directed to the association attorney for prosecution and eviction.

73. Unit owners may not lease boatlifts to anyone who is not an owner of another unit at Peace Harbor. If owners lease a unit and do not have another lease in place with another owner, the boat lift may only be used by the lessee of the unit.

Fines

74. These Rules and Regulations must be strictly adhered to or individual unit owners will be fined an amount determined by the Board of Directors but not more than the amount allowed by law. (REF 19.5)
75. Residents may dispute a fine at a hearing after reasonable notice of not less than fourteen (14) days.
76. Fines will be billed and collected by the management company within 30 days of notification.
77. All fines are charged to and are the responsibility of the owners. (REF 19.5)
78. Repeated violators will be directed to the Association attorney for prosecution and eviction from the property.