

RULES AND REGULATIONS

FOR

HARBOUR ISLE AT HUTCHINSON ISLAND EAST CONDOMINIUM ASSOCIATION, INC.

It is the purpose of the Harbour Isle at Hutchinson Island East Condominium Association, Inc. (the "Association") to maintain luxurious and economically well managed Association and it is believed that these rules and regulations ("Rules") will aid in this purpose.

Your Board will welcome the assistance of all Owners in the enforcement of the Rules. For purposes of interpretation, all terms within the Rules having capital letters shall have the meaning stated in the Declaration of Condominium of Harbour Isle at Hutchinson Island East, a Condominium.

Violations of the Rules should be reported in writing to the Association. Violations will then be called to the attention of the violating Owner and any appropriate committee. All disagreements will be presented to the Board, which will take appropriate action. Owners are responsible for compliance of their tenants, Guests, invitees, and Occupants.

GENERAL

1. The sidewalks, entrances, roadways, passages, patios, stairways, corridors, vestibules, elevators, lobbies, halls and like portions of the Common Elements and the property of the Association (collectively, the "Association Property") shall not be obstructed nor used for any purpose other than for ingress and egress to and from Units within the Condominium and to and from Association Property except as approved by the Board.

2. The Board shall be solely responsible for directing and supervising employees of the Association.

3. No disturbing noises shall be permitted on the Association Property, nor shall any person's conduct interfere with the rights, comforts or conveniences of Owners, tenants, guests, invitees and Occupants.

4. No unit owner or tenant shall have flammable, combustible or explosive fluids, chemicals or hazardous substances kept in any Unit or on Association Property at any time.

Violation of this rule shall constitute a violation of the By-laws, as amended, and shall subject the Unit Owner to a fine as determined by the Board.

5. No exterior antennae, other than satellite dishes (and any accessories thereto) which must be wholly located within the Unit and not in excess of two (2) feet in any dimension, and then only if such satellite dish is screened from view, shall be permitted.

6. To maintain a uniform and acceptable appearance of the exterior of Buildings and improvements no awnings, screens glass enclosures or projections shall be attached to the outside walls, doors, verandas, windows, roofs or other portions of Buildings and Improvements except for storm shutters if approved by the Board or other items approved by the Board for a Unit to which such item may be attached.

No clothing, rugs, towels or any other items may be hung so that they can be seen from the exterior of any Unit.

7. Owners shall be liable for all damage to buildings, improvements, other persons or other persons' property caused by receiving deliveries, moving or removing furniture or other articles to or from Units, Buildings and Improvements,

Service and delivery people are required to check in with the security guard at the main entrance to the Condominium.

Owners are responsible to obtain elevator blankets from the Property Manager when furniture is to be moved or removed via the elevator.

8. No Owner shall:

- A. use any of the Condominium Property, or his Unit, or permit the same to be used, in any manner which is a nuisance to any occupant of any other Unit(s) or adjoining property owners;
- B. take any action which would be inconsistent with the maintenance of the highest standards for residential development;
- C. permit the Total Property to be used in a disorderly or unlawful way;
- D. take any action which will produce an insurance risk for the Association, any other association or other Owners, tenants, guests, invitees or Occupants.

9. Solicitation and notices.

- A. No solicitation shall be permitted on the Total Property or the Association Property, or on any other part of the Condominium.
- B. No postings of notices for commercial, business or retail nature shall be permitted on the Total Property or the Association Property, or on any other part of the Condominium.
- C. No posting of material for notices, advertising or selling of items or services of a community or personal nature shall be posted except in an area approved by the Board. All postings shall be dated and meet acceptable community standards and must be removed no later than 14 days after posting. The Board shall have total authority on what is considered of a community or personal nature and what meets community standards.

10. Every Owner, tenant, guest, invitee and Occupant shall comply with the Rules, any and all further Rules that from time to time may be adopted, and the provisions of the Condominium Documents, as amended from time to time. Failure of an Owner, tenant or Occupant to so comply shall be grounds for action that may

include, without limitation, an action against the applicable Owner to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend voting rights in the event of failure to so comply as stated in such Rules and Condominium Documents.

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

B. RECREATION AREAS

I. Recreation areas shall be used in such a manner as to respect the rights of others, and the Board may regulate duration, scheduling, use, maintenance, and the opening and closing of the recreation areas. The Board may further establish specific rules regulating use of tennis courts, swimming pools, sundecks, the clubhouse, and any other recreation areas governed by the Board.

The hours of the pool area shall be set from 7 am to 9 pm Sunday - Thursday, 7 am to 10 pm Friday .Saturday or as determined by the Board.

The hours of the health club and community room shall be set from 6am to 10pm. Access hours requiring the use of the health club or community room shall be determined by the Board.

C. PETS

Only domestic pets shall be permitted within the Condominium, subject to the following rules and conditions:

1. While outside a Unit and while on Association Property or the Total Property, all pets must be restrained by a collar and leash, and must be accompanied by a mature, responsible individual ('Attendant'). No Pets shall be permitted to run outside a Dwelling Unit without restraint and without being accompanied by an Attendant.

2. The Attendant for each Pet walking a Pet on Association Property or the Total Property shall remove and properly dispose of any solid waste produced by said Pet.

3. The Attendant and Owner of any Pet shall be strictly liable for damages caused to Association Property or the Total Property by said Pet. Property owners shall be liable for the pets of their guests or tenants whether or not that pet is properly registered. This includes any fines imposed by the Board. Tenants are only allowed pets as permitted under the grandfather rule.

4. Any right of the Owner to keep a Pet in a Unit shall have such right revoked if the Pet shall create or become a nuisance as may be determined at the sole discretion of the Board.

5. All pets must be registered with the management office prior to being allowed on the Association property. In order to be registered the owner will have to provide proof of current vaccinations.

6. Pet Limitation for Owners

- A. Owners shall be able to have two domestic pets (dogs or cats) as long as that pet does not appear on the prohibited pet list.
- B. Owners shall receive a letter of warning for the first rule infraction; a \$50 fine for a second rule infraction; a \$100 fine for a third and subsequent rule infractions; and the pet will have to be permanently removed from the Association property for a fourth rule infraction.
- C. Owners have the right to appeal rulings to the Board.
- D. Owners have the right to appeal rulings to the Board but must file the request in writing delivered to the management office within five business days of receiving notification of the rule.

Grandfather Clauses for Owners

- (1) An owner currently having up to more than two pets shall be able to keep those pets as long as the pet is properly registered with the management office. Owners cannot replace pets over the number of two. The Board shall have the right to grant an exception for an Owner of grandfathered pets under Rule 10 of the General Rules provided the request is made within 10 business days of notification of this rule.
- (2) An owner with a pet that appears on the prohibited list may keep that pet as long as the pet is properly registered with the management office but may not have any additional pet that appears on the prohibited list.

For the purpose of these rules a letter from the Association mailed to the Owner address on file shall be considered notification.

7. Tenants shall not be allowed to have pets except as provided in the grandfather clause below:

Grandfather Clauses for Tenant(s)' Pets.

- (1) A tenant currently having up to two pets shall be able to keep those pets as long as they currently occupy the same unit and the pet is properly registered with the management office.
- (2) If a tenant has a pet that appears on the prohibited pet list, they shall be able to keep that pet until the end of the current lease, but not for any extensions to that lease, as long as the pet is properly registered with the management office.
- (3) Tenants shall receive a letter of warning for the first rule infraction; a \$50 fine for a second rule infraction; a \$100 fine for a third and subsequent rule infractions; and the pet will have to be permanently removed from the Association property for a fourth rule infraction.
- (4) Tenants or the Owners of tenant occupied units have the right to

appeal rulings to the Board but must file the request in writing delivered to the management office within five business days.

For the purpose of these rules a letter from the Association mailed to either the Owners or Tenant's address on file shall be considered notification.

8. The following pets shall not be allowed on the Association Property except as permitted by the Grandfathering clauses. The following list applies to both purebred and mixed breed dogs.

1. Pit Bull
2. Rottweiler
3. Akita including Japanese and Akita Inu
4. Canary Dogs including Perro de Presa Canario
5. Chow
6. Doberman
7. German Shepherd
8. Staffordshire Terrier
9. American Eskimo

9. Owners and tenants with pets currently not registered shall have 10 business days from the notification date of these rules to bring pets into compliance or the right to Grandfather pet(s) under the new rules shall be considered waived.

A letter from the Association mailed to either the Owner's or tenant's address on file shall be considered notification. Owners are responsible for notifying their tenants.

D. VEHICLES AND PARKING

The following restrictions apply irrespective of whether the Properties in question lie within areas owned by or dedicated to a governmental entity:

THIS SECTION DESCRIBES CERTAIN VEHICLES THAT ARE PROHIBITED FROM ENTERING ASSOCIATION PROPERTY AND THAT ARE NOT ENTITLED TO PARK ANYWHERE ON ASSOCIATION PROPERTY HOWEVER IF A VEHICLE IS LISTED IN RULE 3D (EXCEPTIONS) BELOW, THEN SUCH VEHICLE SHALL BE ALLOWED TO PARK ON DESIGNATED PARKING AREAS OF THE ASSOCIATION PROPERTY DURING THE TIMES INDICATED, IRRESPECTIVE OF WHAT IS STATED IN THE RULES. NO PARKING OR DRIVING SHALL BE PERMITTED ON ANY GRASS OR LANDSCAPED AREAS AT ANY TIME, WHETHER SPECIFICALLY SET FORTH BELOW OR NOT. FOR THE PURPOSES OF THIS RULE, THE PARKING RESTRICTIONS ESTABLISHED HEREBY SHALL NOT BE APPLICABLE TO PRIVATE, ASSIGNED GARAGE PARKING SPACES.

1. Prohibited Vehicles. No commercial vehicle, trailer, boat, camper, van or truck (other than passenger pick-up trucks, sport-utility vehicles, family-style vans, and other passenger vehicles used for personal transportation and

which do not exceed the size of one (1) parking space) shall be permitted to park on any portion of the Association Property, except as the Board may designate for such use by appropriate Rules. Board may adopt further Rules from time to time regulating and limiting the size, weight, type, place and manner of operation of vehicles on Association Property.

2. Exceptions. The following vehicles shall not be subject to the parking restrictions contained above, and shall be entitled to park within designated areas for parking in the Association Property, subject to restrictions and provisions contained in Rules D through D6 below:

- A. Moving Vans. Moving vans shall be permitted to park on paved areas of the Association Property for the purpose of loading and/or unloading, but only for the time period during which said loading and/or unloading is taking place. At no time shall moving vans be permitted on Association Property during the hours of 8:00 p.m. to 8:00 am,
- B. Maintenance Vehicles. Maintenance vehicles, regardless of classification, necessary for the maintenance, care or protection of property within the Condominium, shall be permitted on Association Property during regular business hours, but only for the time period during which such maintenance, care or protection is being provided.
- C. Service and Delivery Vehicles. Service and delivery vehicles, regardless of classification, are permitted on Association Property during regular business hours, but only for that period of time to render the service or delivery in question.
- D. Vehicles for Handicapped Persons. Vehicles for handicapped persons are permitted on Association Property at anytime. For the purposes of this sub-item, the term "handicapped" is defined by any fair housing law.
- E. Other Permitted Vans. Subject to the provisions above, a two (2) axle van as described hereinafter is permitted to be parked on Association Property so long as such vehicle:
 - (i) does not contain any exterior commercial identification markings; (ii) does not exceed the manufacturer's standard height, width and length for the vehicle; and (iii) complies with the following window limitations: the vehicle must contain windows on:
 - (a) the rear of the vehicle; (b) on both sides of the vehicle adjacent to the first row of seating; and (c) at least one (1) set of windows on each side of the vehicle beyond the windows adjacent to the first row of seating
- F. Vehicles used in connection with construction, marketing, sale or leasing activities are permitted on the Association Property from 8 am to 8 pm upon showing proper identification.
- G. Police and Fire Safety Vehicles. Police and fire safety vehicles are permitted on Association Property at any time.

3. Classifications and Definitions. The following classifications and definitions shall govern the above rules:

- A. The most current edition of the N.A.D.A. Official Used Car Guide C ('Guide') shall determine the classification of whether a vehicle is a truck or van, or whether it is a passenger automobile, If the Guide does

not contain reference to a particular vehicle, then the manufacturer's classification shall control. If publication of the Guide shall be discontinued, an equivalent publication shall be selected by the Board to be used to determine vehicle classifications hereunder. Except as otherwise provided as to certain vans under Rule D2(d) above, a State registration or title classification shall have no bearing on determination of the classifications under the Rules.

- B. A "commercial vehicle" shall mean any motor vehicle which has an outward appearance of being used in connection With business, such as: the vehicle displays work equipment to view and/or is commercially lettered or contains a commercial or business logo. Actual use of the vehicle shall not be considered; only its outward appearance shall be considered.

4 Restrictions on Use, The following restrictions also apply:

- A. No repair (including changing of oil) of a vehicle shall be made on Association Property except for minor repairs necessary to permit removal of a vehicle, unless they are made in a Unit's garage. However, washing, detailing or waxing of a vehicle is permitted on designated areas of the Association Property. Notwithstanding the foregoing, activities associated with boat use and maintenance within designated areas shall be permitted as the Board shall determine from time to time.
- B. No motor vehicle, including moving vans, shall be parked at any time on the grass or landscaped areas of the Association Property (except for landscaping equipment at the direction of the Board).
- C. Vehicles shall be parked with the front (nose) of the vehicle facing the curb and the front of the vehicle shall not extend over the curb in a way that would harm vegetation or block side walks.

5. Removal of Vehicles. There will be times where vehicles must be removed from the parking areas to accommodate maintenance, repairs or replacement of the parking areas on Association Property. Upon reasonable notice from the Association that the foregoing will occur, each Owner, Occupant, Guest and invitee shall remove their vehicle for the time period requested, or be in violation of this provision.

6. Parking Permits.

- A. All vehicles (including but not limited to motorcycles) shall be required to have a proper permit issued by the Harbour Isle management office or a temporary permit issued by Security.
- B. Each unit shall be limited to two parking permits.
- C. An owner may request a third permit by applying to the Board. Any additional parking permit can be withdrawn at the Board's discretion.
- D. If an owner has tenants residing and they have any parking permits, the owner shall not be eligible for a third permit.

7. Motorcycles

- A. Motorcycles shall be allowed but they must be operated in a way not to disturb neighbors. The Board shall have final say on whether a motorcycle meets this requirement.
- B. Motorcycles shall be subject to same rules as all vehicles including but not limited to being required to have a parking permit issued by the Board. Motorcycles are to be parked in an approved parking space and covered at night with an appropriate, fitted cover.
- C. Tenants, guests and invitees are not allowed to park motorcycles overnight.

8. Alternative/Concurrent Remedies. Whether or not the Association exercises the Association's right to have a vehicle in violation of these Rules towed, the Association shall nonetheless have the right to seek compliance with the Rules by injunctive and other relief through the courts, and/or any other remedy conferred upon the Association by law or by the Condominium Documents. The Association's right to tow shall in no way be a condition precedent to any other remedies available to the Association incident to the enforcement of the Rules.