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Fairways at Grand Harbor

Rules & Regulations

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Revised 1/24/2024

EXHIBIT “F”

TO

DECLARATION OF CONDOMINIUM FOR FAIRWAYS AT GRAND HARBOR, A CONDOMINIUM

Rules & Regulations

Association Rules & Regulations

Adopted March 5, 2024

The following **Rules & Regulations** and related procedures have been adopted by Fairways at Grand Harbor Condominium Association at a regular meeting of the Board of Directors.

These restrictions assist in protecting the property values and livability of the entire association. Each member of the Fairways at Grand Harbor community has a very important role in this effort.

NOW, THEREFORE IT IS RESOLVED that the Association does hereby adopt the following Rules & Regulation and related procedures.

Section 1: Administrative Overview

The Board of Directors shall have the power and duty to hear and make decisions regarding violations and written complaints filed with the Board and impose fines or other sanctions, pursuant to this policy or related policies. The Board may determine enforcement action on a case by case basis, and take other actions as it may deem necessary and appropriate to assure compliance with the Declaration of Covenants, Conditions and Restrictions for Fairways at Grand Harbor (“Declaration”), the Association’s Articles of Incorporation, Bylaws and Rules & Regulations (collectively the “Documents”) promulgated thereunder, and to create a safe and harmonious living environment.

These Rules & Regulations and enforcement provisions may be in addition to other specific provisions outlined in the Documents, and the Association is not required to follow these enforcement provisions before seeking such other remedies. The Association may choose a legal remedy or seek assistance from other enforcement authorities, such as police, fire or animal control, as it deems appropriate.

Complaint A proceeding to determine if the Documents (Bylaws, Rules & Regulations) have been violated and any enforcement measures and remedies that may apply shall be initiated by the filing of a written complaint with the Board of Directors or designee. Any person residing in Fairways at Grand Harbor may initiate a complaint after observing an alleged violation. The complaint shall state the specific provision(s) of the Documents (Bylaws, Rules & Regulations) alleged to have been violated and as many specifics as are available as to time, date, location and persons involved.

Enforcement The provisions of this policy shall not limit, or be a condition precedent to, the

Association's right to enforce the Documents by any means available to the Association, including, but not limited to, commencement of a lawsuit to force compliance or seeking inductive relief or damages. The Association shall be entitled to reimbursement of all reasonable attorney's fees and costs incurred by the Association in connection with any enforcement action, including any proceeding under this policy or related policies. Without limiting the Association's remedies under the Documents, the Board of Directors may assess fines, suspend membership privileges, and impose other sanctions in accordance with this policy or related policies. If the violation involves damage to Association property, the violator shall also pay the costs of repair or replacement. The Board of Directors may revoke or suspend the violator's privileges for a period of time equal to the duration of the violation and for up to sixty (60) days thereafter, unless such violation is a continuing violation, in which case such suspension may continue for so long as such violation continues and for up to (60) days thereafter.

Habitual Offenders and Continuing Violations An Owner, Occupant, Tenant, ~~Invitee~~ Guest or Licensee who accumulates more than three (3) violations within a twelve (12) month period will be deemed to be a habitual offender. For habitual offenders the Board of Directors may impose such additional fines as are deemed reasonable. The letter informing the property Owner and/or Violator of his or her status as an habitual or continuing violator will notify the Owner and/or Violator of the interval upon which additional fines will be imposed to a maximum allowed by Florida State Law.

Hereinafter, enumerated as to the Association Property, the Common Elements, the Limited Common Elements, the Units, structures and the facilities available for use shall apply to unit **Owners, Tenants, Occupants, Licensees, and** Guests. All persons owning property, residing in or entering Fairways at Grand Harbor are required to abide by Association By-laws, Rules & Regulations and local ordinances.

Responsibility for Actions of Tenants or Guests. Owners shall at all times be responsible for the actions of their Tenants and Guests. In the event that an Owner's Tenant or Guest violates the Documents, and a fine is imposed, the fine can be assessed against that Owner.

Waivers Any waivers, consents or approvals given under these Rules & Regulations by the Board of Directors shall be in writing, only apply to a specific request and not be considered as a waiver, consent or approval of identical or similar situations. Any waiver, consent or approval may be revoked at any time.

Section 2: Definitions

The definitions given here are for the purpose of clarity and understanding.

Common Elements

Common elements includes within its meaning the following: (a) The condominium property which is not included within the units. (b) Easements through units for conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services to units and the common elements. Florida Statutes, 718.108.

Limited Common Elements

Limited common elements means those common elements which are reserved for the use of a certain unit or units to the exclusion of all other units, as specified in the declaration. Florida Statutes, 718.103.

Guests

Guests are persons whom the property owner and/or tenant has invited onto the property. **Invitees**
Guests include contractors.

Licensee

A licensee is any business, organization, or individual that has been granted legal permission by another entity to engage in an activity. Licensees are people who visit a property for their purposes. For example, property managers are licensees.

Tenant

A Tenant is defined as any person entitled to occupy a dwelling unit under a rental agreement.

Occupant

The terms tenant and, occupant are not interchangeable when leasing property, as each has a different standing in a rental transaction. Tenants sign a contract containing terms that bind them to certain obligations under the lease. The lease agreement is between the landlord and the tenant only.

Note: Occupants are authorized to reside in the property with the landlord's permission. Occupants do not have financial responsibility for the lease, nor are they entitled to tenant's rights that might be afforded under the law. Children and other dependents not legally able to bind themselves by contract are occupants by default. Persons who are 18 or older may be compelled to submit to screening and **designation as tenants, rather than occupants, at the landlord's discretion.**

Transient Occupant

A person whose residency in a dwelling intent for residential use has occurred for (a) a brief length in time, (b) is not pursuant to a lease, and (c) whose occupancy was intended as transient in nature.

Association Property

Association Property refers to buildings, facilities and all surrounding grounds owned by the Association.

Alteration

A change, modification to a homeowner's property or common element.

Pets

Animals such as dogs, cats, or other animals reasonably considered to be household pets.

Unit Owner

Owner of any condominium unit and is registered with property management.

Section 3: Introduction

The Declaration and Bylaws of the Association give the Board of Directors the Power and authority to adopt and publish rules and regulations governing the use of the Common Elements, Limited Common Elements and the personal conduct of unit owners, tenants, occupants, licensees and guests.

Privilege extended to owners who lease their property, in accordance with the Association Declarations and By-laws understand that Association Rules & Regulations are binding to all owners, tenants, occupants, licensees and guests.

The Association Bylaws supplement the Rules and Regulations.

Unacceptable behavior Owners are responsible for the conduct of all their tenants, occupants, licensees and guests. Persons who exhibit unacceptable behavior, (unacceptable behavior will be considered to be any act, action or display that threatens the health, safety or security of another person and/or property) will be referred to Property Management and/or law enforcement.)

Section 4: Non-Compliance with Rules & Regulations

Florida State Statute 718.303 (3)“ The association may levy reasonable fines for the failure of the owner of the unit or its occupant, licensee, or guest to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association.”

4.1. Non-compliance with Rules and Regulations may subject an individual to a fine.

Note: For a comprehensive reading of the Association Enforcement Policy see: Enforcement of Rules & Regulations Exhibit “F (1)”.)

4.2 Failure to Pay Fines (lease restrictions)

An Owner who has unpaid fines is prohibited from leasing their Unit. Tenants with unpaid fines shall not be allowed to renew a lease until all fines are paid. Note: The Board of Directors reserves the right to pursue additional legal remedies in addition to fines.

Section 5: Common Elements, Limited Common Elements • Facilities and Association Property • Unauthorized Use of Sidewalks, Hallways, Stairways, Elevators, Ponds and Facilities

5.1 Use

Ours is a private residential community and no trespassers, solicitors or unauthorized persons or vehicles are permitted.

The Common Elements are for the sole and exclusive use, benefit and enjoyment of all Unit Owners, occupants, guests and are to be used in a manner in which such areas and facilities are ordinarily used. No one should use the Common Elements in such a manner as to disturb others.

5.1.1 No personal property shall be left in the common areas. Any personal property left in common areas will be removed by staff.

5.1.2 No alcohol, drugs or other illegal substance shall be consumed anywhere within the common elements, limited common elements or facilities. An exception may be granted by the Board of Directions for approved activities in the clubhouse. All exception approvals shall be in writing and signed by the Board President.

5.1.3 Sexual activity is prohibited within the common elements, limited common elements and facilities.

5.2 Safety

To help prevent criminal activities within our community, be alert to unusual activities, suspicious individuals or vehicles. If required, notify the proper authorities immediately. Dial 911 for police & fire.

5.2.1 Playing is not permitted on any of the sidewalks, or in hallways, stairways, elevators, ponds, or roadways.

5.2.2 The sidewalks, entrances, passageways, elevators and like portions of the common areas shall not be obstructed, nor used for any purpose other than the entry and exit of the condominium property and buildings.

5.2.3 Firearms are prohibited within the common elements, limited common elements and facilities.

5.3 Damage

Owners are responsible for any and all maintenance and/or repairs from damage to the Common Elements and Association equipment caused by negligent or intentional acts by the Owner/Tenant, occupant, licensees and/or guests.

5.4 Attire

Proper clothing, including shirts and shoes, must be worn in all public areas within the building, this includes hallways.

5.5 Offensive Activity

No obnoxious or offensive activity shall be displayed within or outside any condominium unit, nor shall anything be done or be permitted to remain in any condominium unit or on the common elements which may be or become a nuisance or annoyance to the other unit Owners and residents.

5.6 Violation of Law

Nothing shall be done or maintained in any Condominium Unit or upon any common elements which would be in violation of any law.

5.7 Noise

Residents may not make or permit any disturbing noises in the building or on the Association Property that will interfere with the rights, comforts, conveniences, or quiet enjoyment of other Residents.

5.7.1 Profanity, consumption of alcoholic beverages and obnoxious behavior are explicitly prohibited in public spaces.

5.7.2 No resident shall play or permit to be played any musical instruments, nor operate or permit to be operated music equipment, televisions, radio or sound amplifiers in the unit or on the common elements in such a manner as to disturb or annoy other residents.

5.7.3 Loud noises will not be tolerated in any areas. Note: Slamming of unit doors is strictly prohibited. A small adjustment to the door spring will prevent the door from slamming. For further information, contact the maintenance staff.

5.8 Storage

No personal property including carts, bicycles, scooters, skateboards, chairs, tables or any similar object may be stored in the Common Areas.

5.8.1 Unit Owners shall not keep any gasoline or other explosives or highly flammable material in the unit, garage, storage closet or balcony/patio.

5.8.2 Nothing shall be placed in any storage area that will cause pest infestations.

5.9 Ponds

Swimming, wading, fishing and boating are prohibited in any of the Association Ponds. No wildlife or plants shall be placed in the pond or areas immediately surrounding the pond. Children under 18 years of age are restricted from areas around the pond unless accompanied by person(s) 18 years of age or older. No items shall be thrown into the ponds.

5.10 Drones

Drones are prohibited.

5.11 Fire Hazards

Unit Owners/Tenants shall not permit any act or thing deemed extra-hazardous on the premises.

5.12 Smoke Alarms

Smoke alarms shall be maintained and fully functional at all times. Batteries shall be replaced annually.

5.13 Dryer Vents

Dryer vents shall be cleaned every two to three years at the unit owner's expense as a fire prevention measure. (Hint: If your clothes are not drying properly, you should have the dryer vents checked for blockages regardless of the last maintenance date.)

5.14 Injuries

The Condominium Association, The Board of Directors and Property Management are not responsible for injuries to Owners, Tenants, Residents, Guests, Occupants or Guests while using any area of the community property including: common elements, limited common elements, recreational facilities and equipment.

5.15 Patios/Balconies/Terraces • Walkways • Common Areas

No objects, clothing, towels, flowers, pots etc., are permitted to be hung on the balcony/patio railings, walls or overheads.

5.15.1 Smoking & Tobacco

Smoking is not allowed within 25 feet of exteriors of buildings including hallways, stairways and atriums. No spitting of tobacco products in building hallways, walkways or near recreational facilities.

5.15.2 Screening

No curtains shall be installed in the patio area. Note: Prior approval for screened-in patios is mandatory.

5.15.3 Prohibitions

No person shall sweep or throw any dirt, debris, cigar/cigarette butts, water or other substance from the patios, balconies, terraces or walkways.

No indoor furniture shall be kept outside of a Unit.

Bicycles, kayaks, boats, inflatable rafts, tubes, scooters, skateboards, roller skates or other similar conveyances are prohibited on all sidewalks, hallways and patios.

Children's pools, inflatable hot tubs and recreational equipment or similar items are prohibited on patios at anytime.

No items shall remain on patios overnight with the exception of outdoor furniture and approved grills.

5.15.4 Hurricanes • Tropical Storms

All items must be removed from patios, balconies and terraces in the event of hurricanes and/or tropical storms. Hurricane shutters shall be open 24 hours after storms.

5.16 Grills

In accordance with Florida Fire Prevention Code (NFPA 1 10.11.7), no hibachi, gas-fired grill or other cooking and heating devices are permitted on the balconies or terraces or under any overhang portion of the building.

5.16.1 Electric Grills Permitted

Florida Fire Prevention Code 6th Edition Section (10.10.6.1.1) allows listed electric portable, tabletop grills, or other similar apparatus, so long as they do not exceed 200 square inches of cooking surface. **Use of electric grills shall be confined to patios and terraces.** Electric grills may be stored in garages and storage units.

5.16.2 Additional Grill Prohibitions

Grills, including charcoal grills, are not allowed to be used on the common elements including: pool, clubhouse, grounds, tennis courts, building walkways, stairs and hallways.

Grills, including charcoal grills, are not allowed to be used in garages, carports, inside or outside of units.

5.17 Window Treatments

To ensure a uniform standard throughout the community, all window treatments viewed from the exterior shall be white or light brown in color.

5.18 Exterior Doors

Owners are responsible for the continued Maintenance of their units entry, garage and storage doors. Doors are to remain free from dirt, mold and stains. Note: Slamming of unit doors is strictly prohibited. A small adjustment to the door spring will prevent the door from slamming. For further information, contact the maintenance staff.

5.18.1 Appearance

Owners are responsible for restoring paint to the door. Marks and other discolorations shall be painted over in a professional manner.

5.18.2. Paint color and type

All exterior doors shall be painted white using the approved paint manufacture and paint type.

5.18.3 Door Knockers

Door knocker design and appearance may not be changed.

5.18.4 Door Decorations

Limited wreath type decorations are permitted on exterior doors. The following guidelines shall apply:

- Decorations may not exceed 18" in diameter.
- Metal decorations are prohibited. (Decorations may become dislodged during wind events and become a hazard)
- Decorations shall be removed in the event of a tropical storm or hurricane.

- The Board of Directors reserves the right to remove decorations that are offensive to residents.

5.19 Unauthorized Access to Property and Facilities

Providing access to Fairways Common Elements and Facilities to an unauthorized person is prohibited. Owners and/or Tenants who admit unauthorized persons to the common elements and/or facilities shall lose their privileges to use Association facilities.

5.19.1 Owners and Tenants shall not provide non-residents or any other unauthorized persons with keys, key cards, key fobs, parking passes, parking stickers or personal phone numbers to activate secured doors and gates.

5.19.2 Owners are prohibited from providing tenants with entry fobs and tennis court keys. (All Tenants shall purchase entry FOBS, parking permits and tennis court keys. The tenant's name must be entered into the security database before access to gates and facilities is granted.)

5.19.3 Assigned RFID's will automatically allow Owners and Tenants entry through the resident gate. All residents are required to display an assigned RFID on the right interior side of the vehicle windshield. Motorcycles and similar conveyances are required to display an RFID on the vehicle or conveyance. RFID's will not be issued to commercial vehicles. Owners and Tenants may use either entry gate.

5.19.4 No one under 18 may use any facility, assets or recreational equipment without supervision from an adult owner or tenant who is at least 21 years of age.

5.19.5 No guest may use any facility, asset or recreational equipment without supervision from an adult owner or tenant who is at least 21 years of age. Note: Relatives and/or friends, who are not on the tenant lease or registered with property management as an owner are considered guests.

5.20 Moving (Furniture & Appliances)

Moving into or out of a unit is limited to the hours between 7A.M. to Dusk.

5.21 Deliveries

Deliveries are limited to the hours between 7 A.M. and 8 P.M.

5.22 Speed Limits

The community speed limit is 15 MPH. Vehicles must remain on designated roadways and parking areas.

5.23 Emergency Access (Owner Keys)

Owners are required to provide Property Management with keys to all locks on their Units, garages and storage closets.

5.23.1 Property Management may enter all areas within the community for the following purposes:

- Emergencies (i.e., Fire, Floods, Window Damage, Pest infestations etc.)
- Mandatory inspections (i.e., Annual Fire Inspections.)

5.24 Employees • Contractors

Employees have specific job responsibilities, and their work is supervised by the Property Management. No Owner and/or Tenant shall direct, supervise or interfere with employees or contractors. Any complaints or concerns involving employee/contractors conduct shall be directed to Property Management or the Board of Directors.

5.25 Hurricane • Tropical Storm Preparedness

Owners and/or Tenants shall prepare their Unit in event of a storm.

5.25.1 Removal of objects on patios, balconies, and terraces is required prior to storms.

5.25.2 Hurricane shutters shall be closed prior to storms.

5.25.3 Residents, who are absent during the Hurricane season, and have not appropriately prepared their unit, shall designate a responsible firm or individual to care for their Unit for preparation for an expected storm.

5.26 Bicycles, Kayaks, Boats, Conveyances

Bicycles, kayaks, boats, inflatable rafts, tubes, and other similar conveyances, shall be housed in the community bicycle racks, garages and/or units. Prohibited is the storage or placement of these items on patios, balconies, terraces, hallways, walkways or under stairs.

5.27 Interior Climate Regulation

Unit air conditioners must be maintained between 74 and 80 degrees, whether or not the Unit is occupied. Additionally, Interior humidity must be maintained between 40% and 60% relative humidity at all times.

5.28 Vacation/ Extended Absence

The unit main water value shall be turned off. Note: Unit primary valves may be turn off as well. Property Management will assist Owners/Tenants in locating the primary valve for their unit.

5.29 Obstructions

Common Elements shall not be obstructed with any personal item.

5.30 Insurance • Owner Responsibility

Fairways at Grand Harbor requires each owner to carry condominium insurance on their unit(s). A condominium insurance policy generally designated as an HO6 policy, covers personal property, liability and some structural elements of your unit. Renters may purchase condominium insurance.

5.30.1 Unit Owners shall provide the Board of Directors or designee a Certificate of Insurance identifying the required property and comprehensive personal liability insurance in effect.

5.31 Fire Equipment

Each unit is equipped with a sprinkler system. Painting over sprinkler heads or alarm equipment is extremely dangerous and prohibited. The owners will assume the cost to replace and/or repair Unit sprinklers and Unit alarm equipment.

5.32 Planting in the Common Elements

All plantings in the common areas including: flowers, trees, shrubbery, and crops or landscaping of any other type are prohibited.

5.32.1 Removing or altering plant material in the common elements is prohibited.

Section 6: Leasing Units

Rules Relating to Leases & Lessees

6.1 The minimum term for all leases is for a period of six (6) months.

6.2 The Condominium unit may not be leased for transient or hotel purposes.

6.3 Every lease shall be in writing and shall contain the following: "This lease is subject to compliance by the Lessor and the Lessee(s) with all the provisions of The Declarations, The By-laws, and the Rules & Regulations of Fairways at Grand Harbor Condominium Association." All adults occupying the unit must be on the lease and sign the lease agreement.

6.4 The Unit Owner shall give a copy of any lease together with such additional information as may be required to the Board of Directors and Property Management at least five (5) days prior to the occupancy date on the lease. Any expenses incurred by the Association or Management Company in obtaining documents shall be assessed to the owners including background checks.

6.4.1 All new applicants and lease renewals are required to remit \$1,000 which will be placed in escrow.

6.5 The Owner must make available to the Lessee(s) (Tenants) copies of the Declarations, By-laws, and the Rules & Regulations, and the Lessee shall be subject to and shall comply with all the terms thereof.

6.6 All adult Lessee(s) shall sign for documents, that they read and understand same. All adults living in the unit are considered Lessee(s) and Tenants. Tenants are responsible for minors complying with Association rules and regulations.

6.7 The Unit Owner shall assume responsibility for any violation by his/her Tenant of the Declarations, Bylaws, and/or Rules & Regulations. If a Tenant violates any provision of the Declarations, By-laws, or Rules & Regulations, the Board of Directors at its discretion shall determine what action or actions should be taken against the Owner and/or Tenant.

6.8 When the Board of Directors, in their discretion, determines that a violation or series of violations warrant termination of the lease, the Board of Directors may take whatever action or actions necessary to terminate the lease.

6.9 All costs and expenses, including court costs and attorney fees, incurred by the Board of Directors in connection with any violations under this leasing policy shall be assessed to the Owner responsible thereof.

6.10 Landlord Owners shall provide Property Management, in writing, their current physical address(es), email address and telephone number(s) where they may be contacted in case of emergency or notification.

6.11 The Association shall not be liable for any loss, damage, injury or prejudice to the rights of said Landlord Owner caused by any delays in receiving any notice.

6.12 Changes in address must be reported to the Property Management Company at least seven (7) days prior to the change occurring.

6.13 In addition to other rights granted by State law, Owners of unapproved leases may be assessed a daily fine each day until the situation is remedied.

6.14 Landlord Owners and Tenants are responsible for their guests. Guests are required to comply with the Association's Declarations, Bylaws, and Rules and Regulations.

6.15 It is the responsibility of tenants to inform guests of the Association Rules & Regulations.

6.16 All tenants shall register their vehicles. Each vehicle shall have an authorized parking permit to be displayed on the rearview mirror.

6.17 All Tenants shall purchase entry fobs, parking permits and tennis court keys. The tenants name must be entered into the security database before access to gates and facilities is granted. Note: Owners are prohibited from providing tenants with entry fobs and tennis court keys.

6.18 All tenants, including minors, must be on the lease agreement. **Note: Anyone residing in a unit, and who is not on the lease agreement, shall be evicted from the property**

Section 7: Guests/Relatives-Children Under 18 Years of Age

7.1 Landlord owners and tenants, etc. are responsible for their guests. Guests are required to comply with the Association's Declarations, Bylaws, and Rules & Regulations.

7.2 A Guest who stays in an Owner's or tenant's unit for more than seven (7) consecutive days shall be pre-registered with Property Management. A Guest who stays in a Tenant's unit for more than twenty-nine (29) consecutive days is automatically converted to Tenant status and must apply for lease approval, pay the one-hundred-dollar (\$150.00) lease application fee and an additional \$100.00 fee for a background and credit check, and upon approval be added to a minimum six (6) month lease. Tenants shall register their vehicles and secure a parking permit. Additionally, the tenant shall be entered into the security database to gain gate entry.

7.3 Tenants are prohibited from sub-leasing a unit or any part of the unit.

7.4 Owners and Tenants must accompany Guests when using any Association Facility. No one under eighteen (18) years of age may use any facility, asset or recreational equipment without supervision for an owner or tenant who is at least 21 years of age.

7.4.1. The maximum number of Guests accompanying Owners and/or Tenants is four (4) for the pool, spa and tennis court.

7.4. 2. The maximum number of Guests accompanying Owners and Tenants is two (2) for the fitness center.

7.4.3 Passes may be purchased from Property Management. The maximum number of passes allowed are as follows:

Four Guest Passes may be obtained per unit for use of the pool, clubhouse, spa and tennis court.

Two Guest Passes may be obtained per unit for the fitness center.

7.5 Guest parking- All vehicles parked on Association property for more than seventy-two (72) hours must have a parking permit. Thereafter, residents (Owners/tenants) shall procure a temporary permit for their guest with a vehicle. Temporary parking permits are issued for a maximum of seven (7) days.

7.6 Persons under eighteen (18) years of age are prohibited from any association facility, access, entry fob, swipe cards or tennis court keys.

Section 8: Gate Protocols

Any individual, or anyone acting on behalf of Property Management or an Owner/Tenant, who enters or attempts to enter the community via the gate works, whether authorized or unauthorized, is subject to the following rules and protocols.

Emergency Gate Entry

An emergency gate access code has been provided to all emergency personnel and is available to them from the county 911 dispatch. This code may be used by the Sheriff's department to conduct patrols in the community.

8.1 Vehicle Registration Owners & Tenants

All Owners and Tenants shall register their vehicles with Property Management. All registered vehicles will be issued a Radio Frequency Identification Device (RFID) to activate the resident entry gate. It is prohibited to transfer RFIDs to another vehicle. If an Owner or Tenant has a rental car, contact the property management company.

8.1.1 Owner's and Tenant's phone numbers will activate the Visitor's gate via the Visitor Call Box. Property Management will enter approved phone numbers into the Call Box data base upon request.

8.2 Owner/Tenant (Resident) Entry Gate

Assigned RFID's will automatically allow Owners and Tenants entry through the resident gate. All residents are required to display an assigned RFID on the right interior side of the vehicle windshield. Motorcycles and similar conveyances are required to display an RFID on the vehicle or conveyance. RFID's will not be issued to commercial vehicles. Owners and Tenants may use either entry gate.

8.3 Visitor Gate

Visitors shall use the Visitor Call Box to gain entry into the community. Call Box Directions are available at the Property Management Office.

8.4 Illegal Entry (Piggybacking • Tailgating)

No one may piggyback or tailgate another vehicle traveling through the Owner/Tenant gate or the Visitor gate. This behavior is considered egregious and will result in a violator fine and/or legal action by the Board of Directors.

8.4.1 Visitors who piggyback or tailgate another vehicle through the Owner/Tenant gate or the Visitor gate will lose privilege to drive onto community property.

8.4.2 Vehicle entry through the Visitor gate is prohibited to all vehicles unless authorized by Property Management and/or the Board of Directors.

8.5 Gate Works Failure Protocol

In the event the gate(s) becomes inoperative the gates will remain open until repairs can be made.

8.6 Vehicles entering the community through the exit gate or exit barrier arm is strictly prohibited. Non-resident violators may be denied access to the community. Resident violators may be subject to fines.

8.7 Report all gate failures and violations to Property Management.

Section 9: Vehicles and Parking

9.1 All vehicles parked on the Association property for more than seventy-two (72) hours must have a parking permit. Thereafter, residents (Owners/tenants) shall procure a temporary permit for their guest with a vehicle. Temporary parking permits are issued for a maximum of seven (7) days.

9.2 Vehicles are prohibited from parking in such a manner as to impede or prevent access to another parking space, garage or carport.

9.3 All vehicles shall be parked within the painted lines of one parking space and pulled close to the bumper.

9.4 There shall be no parking on the grass or in any area not lined as a parking space.

9.5 All posted parking regulations shall be obeyed.

9.6 All vehicles must have current registration and insurance.

9.7 Vehicles unable to operate on their own power shall be removed from the property within twenty-four (24) hours.

9.8 Repairing vehicles on the property is prohibited, except in emergency situations.

9.9 Prohibited on the property are: ATVs, boats, boat trailers, recreational vehicles, utility trailers, house trailers, RV's, and motor homes.

9.10 Commercial vehicles with exposed equipment or containers and vehicles with hazardous materials shall only be permitted on Association property with written approval by the Board of Directors or designee. Note: A commercial vehicle, regardless of tag type, is defined as any vehicle that is adorned with advertising and/or transports any products, equipment, and/or people for a business purpose.

9.11 The Board of Directors shall have the right to authorize the towing of any vehicle violating Rules & Regulations.

9.12. Commercial vehicles shall be off the property by 5:00PM.

9.13 Piggybacking through the entrance security gate or travel in the wrong direction to enter the property is prohibited.

9.14 Car washing in the community is prohibited.

9.15 All vehicle doors shall be locked.

9.16 Vehicles must have current license plates and be in operating condition.

9.17 All vehicle drivers shall obey posted speed limits.

9.18 Parking in a handicap designated space without an authorized permit is prohibited.

9.19 No parking at the clubhouse or access lanes after 10pm. Note: Vehicles parking overnight at the clubhouse or access lanes will be towed.

(See Section 320.0848, Florida Statutes.) Disabled Person's Parking Permits must be clearly displayed. Unauthorized parking in a handicapped designated space will be subject to an immediate fine.

Section 10: Garages and Carports

10.1 Owners residing in their unit shall be allowed a total of two (2) garages and/or carports for the unit in which they reside.

10.2 Owners with multiple units shall only be allowed either one (1) garage or one (1) carport per unit.

10.3 Garages and carports must not be leased to anyone except an Owner or Tenant residing in the community.

10.4 Transfer of garages and carports must be approved in writing by the Association.

10.5 There shall be no modification, including but not limited to the electrical system, of any kind to the garage.

10.6 A garage shall not be used for any commercial purpose.

10.7 Garages use common electricity and therefore refrigerators, freezers and all ongoing electric consuming items are prohibited.

10.8 Combustible, hazardous, radioactive or biological materials, and any items that would create a fire hazard or cause pest infestations are prohibited.

10.9 Garage doors shall be closed when not in use.

10.10 Garage owners shall provide a key to their garage to Property Management.

10.11 Garage sales and tag sales are prohibited except where endorsed and approved by the Board of Directors as a community event.

Section 11: Flooring Alterations • Renovation • Modifications

Forward

Architectural standards and guidelines are administered by the Architectural Review Committee, which is responsible not only for enforcing standards, but reviewing members' applications for additions, alterations or modifications according to formal procedural rules.

The purpose of the Architectural Review Committee is to administer the community's guidelines by overseeing changes and modifications to property through an application and appeal process. The committee will endeavor to balance the interests of individual homeowners and the community as a whole, ensuring that guidelines are met, and property values are protected. Ultimately, the committee has a duty to put the interests of the community as a whole above the interests of individual homeowner members.

11.1 Exterior

Modifications, changes, additions, or improvements to the exterior of the unit buildings, common elements and limited common elements are prohibited without prior written approval to the Board of Directors.

11.1.1 Window replacement, hurricane shutter installation and new balcony/patio enclosures require prior written approval and must meet specified standards.

11.2 Interior

When replacing existing items within the interior of the unit no approval is required. Existing items include bathtubs, toilets, sinks, appliances, wall coverings, carpet and paint.

Structural modifications, changes, additions or improvements to the interior of the unit require prior written approval.

Replacement of mechanical equipment including water heaters and heating/air conditioners requires prior written approval. In an emergency situation, contact the management company 24 hour phone number.

Installing a shower in place of a tub requires prior written approval.

11.3 Owners shall submit, in writing, a request to renovate prior to any modifications to the unit. Requests shall include reasonably detailed plans of the intended modifications. Requests shall be submitted to Property Management in writing. The Property Manager shall forward requests to the Board of Directors and the Architectural Review Committee.

11.4 All planned modifications, changes, additions, or improvements to the interior and/or exterior of the unit shall be reviewed and approved by the Architectural Review Committee.

11.5 All contractors performing work at an Owner's unit shall send copies of the following paperwork to the Architectural Review Committee and the Board of Directors.

- Proper permits for the work being done (if applicable).
- Liability Insurance and Workers Compensation Certifications (even if a sole proprietor).

11.6 The Association will not be responsible for contractors or vendors who perform work or services for Residents. It is the sole responsibility of the Owner to ensure the contractor or vendor supplies the proper insurance coverage to Property Management prior to any work being performed in a unit.

11.7 Any damages or claims related to improper coverage by the contractor or vendor will be the responsibility of the Owner. For more information regarding the coverage required, please contact Property Management.

11.8 All contractors, retained by the owner, are to be up to date with all pertinent local, state, and federal building codes before beginning work on any unit. It is the Owner's obligation to secure permits where applicable.

11.9 Plumbing and electrical modifications shall be performed by a licensed contractor.

11.10 All interior construction will be limited to the hours of 8:30A.M. to 4:30 P.M., Monday through Saturday.

11.11 Tools, debris, trash and equipment shall not be removed from the unit after 4:30PM.

11.12 No construction may take place on Sundays.

11.13 All contractors must follow Rules & Regulations for vehicles and parking.

11.14 All construction debris and trash shall be hauled off site on a daily basis and not placed in the Association dumpster/compactor. Any contractor found violating this rule will be subject to a minimum \$500.00 fine.

11.15 Dumpsters are prohibited unless approved by the Board of Directors.

11.16 Any damages or claims related to improper coverage by the contractor or vendor will be the responsibility of the Owner. For more information regarding the coverage required, please contact Property Management.

11.17 Care and use of elevators and the common elements must be taken to ensure they are not damaged while transporting tools and materials. Damage to the elevators, passageways or hallways will result in the Owner being billed for repairs.

11.18 Portable restrooms are not allowed. A waiver may be granted by the Board of Directors in certain situations.

11.19 Nothing shall be done in any unit which would impair the structural integrity of any property or would structurally change any part of the building or common elements.

Floor Covering & Underlayment

11.20 In the event that any installation of hard surface flooring materials is attempted or made without benefit of an approved underlayment the Board of Directors will have the right to require that such flooring materials be removed immediately at the Owner's expense.

11.21 Any installed hard floor covering material must be installed with a soundproof system for the benefit of all Residents. No hard floor covering material, including, but not limited to tile, marble, stone, wood, and laminate shall be installed in any part of any unit unless such flooring is installed over a Sound Control Underlayment System that is rated at IIC-STC 60 or higher.

11.22 Carpet may be installed in any interior space. Carpet Pads are required under all carpet installations.

Installing Tile or Stone on Balconies

11.23 A waterproof membrane and drip edging must be installed on the second and third floor balconies before installing tile over existing concrete. At the outer parameters of the balcony a drip edge (Drip Lip) must be installed to allow the evacuation of water from under the tile.

Failed Tile on Balconies

11.24 *** If balcony tiling system causes a leak to the unit below the Owner is required to remove the failed tile and cementitious binder and seal the concrete perimeter where the concrete meets the building.

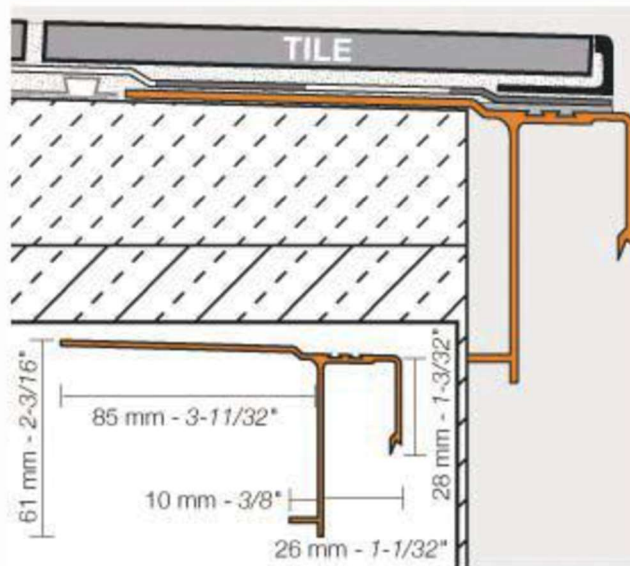
Future Tile Installations

11.25 A waterproof membrane and drip edging system must be installed before installing new tile or stone over a cement balcony floor.

Figure 1 is an example of a properly constructed tile system required by the association.

Schluter-BARA-RAK is a powder-coated aluminum edging profile with a drip lip. The profile finishes the exposed edges of floor assemblies on balconies and terraces that have an existing sloped screed. The trapezoid-perforated anchoring leg of Schluter-BARA-RAK should be integrated with a suitable waterproofing membrane. Once the anchoring leg of Schluter-BARA-RAK becomes integrated with the waterproofing membrane, tile installation can begin.

When using Schluter-BARA-RAK as an edging profile for floor assemblies that are to receive a waterproofing membrane with a mortar screed on top, a drainage layer must be incorporated into the surface assembly. Schluter-BARA-RAK produces a clean edge finish and protects the exposed edges against weathering and decay.



Note: If a balcony is located over an habitable space, it is technically considered to be a roof and is required to have a minimum slope of 1/4 inch for positive drainage.

The current TCNA Handbook (The Council of North America) states horizontal installation requires proper slope of 1/4" per foot for drainage in all exterior areas to mitigate water intrusion into the tile assembly.

What does IIC & STC Mean?

Sound Transmission Class (STC) from the American Society for Testing and Materials (ASTM) E336/E413 and Impact Isolation Class (IIC) ASTM E492/E989 are ratings measured in decibels. The STC rating pertains to airborne noise, such as voices, radio, television, etc. The IIC rating measures impact sounds, such as footfalls, dropped objects etc. The transmission of these sounds through floor/ceiling assemblies (such as those found in multi-level homes and condominiums) will be inhibited by underpayment with higher IIC and STC ratings.

Section 12: Architectural Control

Modifications, changes, additions, or improvements to the exterior of the unit buildings, common elements and limited common elements are prohibited without prior written approval by the Board of Directors.

The exterior and all areas appurtenant to the Condominium and community buildings shall not be painted, decorated or modified by any Owner or Tenant in any manner without the prior written approval by the Board of Directors. (See section **5.18.4 Door Decorations** for an exception.)

12.1 Nothing visible to the exterior shall be permitted to be hung, placed, displayed or maintained in the common elements and/or the limited common elements unless approved, in writing, by the Board of Directors or designee.

12.2 No sign, flag or banner of any kind shall be displayed in the public view on patios, balconies or terraces or on the interior side of unit windows without the Board of Directors approval.

12.3 No item of any kind shall project out of any window or door from condominium unit. The following modifications to Condominiums are prohibited: Awnings, window guards, light reflective materials, window tints, ventilators, window fans and window air conditioners.

12.4 Bird feeders are prohibited.

12.5 Electric insect killers are prohibited on Association Property.

12.6 Flowerpots and/or containers are prohibited on common walkways and hallways.

12.7 No electronic device or equipment may be installed or permitted in any unit, which interferes with televisions or radio reception of another unit.

12.8 New window installations shall meet the following design standards. The windows must meet Florida Code and be engineer stamped. All Fairways windows must have two vertical muntins to divide the windows into three equal sized panes on the top of the window.

12.9 New exterior shutter installations shall conform to Florida Code.

12.10 Interior window treatments. (See rule 5.18)

12.11 Ceiling fans and screens on balconies, terraces and patios shall be permitted with prior written approval by the Board of Directors.

Section 13: Recreational Facilities

Pool • Spa • Fitness Center • Tennis Court • Clubhouse

Forward

Recreational Facilities are owned, operated and regulated by Fairways at Grand Harbor Condominium Association. Only residents and their guests are allowed to use the facilities. Owners and Tenants are responsible for their guests.

Guests are required to comply with the Association Declarations, Bylaws, Rules and Regulations.

Guest (Rules are Repeated Here for Convenience)

7.4 Owners and Tenants must accompany Guests when using any Association Facility. No one under eighteen (18) years of age may use any facility, asset or recreational equipment without supervision for an owner or tenant who is at least 21 years of age.

7.4.1 The maximum number of guests accompanying Owners and Tenants is four (4) for the pool, spa and tennis court.

7.4.2 The maximum number of guests accompanying Owners and Tenants is two (2) for the fitness center.

7.4.3 Passes may be purchased from Property Management. The maximum number of passes are as follows:

Four Guests Passes may be obtained per unit for use of the pool, clubhouse, spa and tennis court.

Two Guest Passes may be obtained per unit for the fitness center.

Hours of Operation

Clubhouse	8 A.M. to 10 P.M.
Fitness Center	5 A.M. to 10 P.M.
Pool, Spa & Tennis Court	Dawn to Dusk

General: Recreation Facilities

13.1 Smoking and vaping are prohibited.

13.2 Pets are prohibited.

13.3. Profanity is prohibited.

13.4 Obnoxious behavior is prohibited.

13.5 Doors and gates shall be locked when exiting.

13.6 Trash, garbage, equipment and personal items shall be removed before leaving an area.

13.7 Children under the age of 18 shall be supervised at all times by an owner or tenant at least (18) years of age when using any facility.

13.8 Jumping over the gates and fences is prohibited.

13.9 Unauthorized persons will be reported to law enforcement.

Clubhouse

Owner and/or Tenant use of the Clubhouse for parties/events is by reservation only. To reserve the Clubhouse contact Property Management.

13.10 A damage deposit fee is required when reserving the club house for parties/events. The damage deposit fee will be refunded after the party if there are no damages. If damage is found to be a direct result of the gathering such cost will be paid out of the deposit. If that deposit amount is insufficient to repair the damage, the Unit Owner will be required to pay the difference.

13.11 The Owner and/or Tenant reserving the Clubhouse must be present at all times during its use and is responsible for the actions of his/her guests while using the facility. Caterers, florists, musicians and others who need access before and after parties/events must be accompanied by the Owner while in the facility.

13.12 Alcoholic beverages are prohibited for individuals under the age of (21).

13.13 Lights, televisions and electronic equipment shall be turned off upon departure.

13.14 Decorations for the parties/events may not be nailed or tacked to any surface.

13.15 Owners are responsible for the behavior of all of their guests. Any infraction or disturbance created as a result of activity which requires police or fire authorities to respond and/or take action shall be considered a violation of Rules & Regulations and will result in forfeiture of the total deposit plus additional charges and fines which may be levied as warranted.

13.16 Owners are required to clean up the facilities at the end of the party/event.

13.17 During the time of the reserved party/event owners and guests will not be allowed to access the pool or exercise room.

13.18 Smoke Free: The interior of the Clubhouse is a smoke free area without exception.

13.19 Notices on the bulletin board shall be no larger than 5 X 7 inches.

13.20 No one may consume alcohol or drugs in the clubhouse or anywhere on association property. Alcoholic beverages may be consumed on an approval basis for clubhouse activities.

Pool & Spa

All persons using the pool or spa do so at their own risk. There is no lifeguard on duty.

13.21 The pool area is for the exclusive use of Residents and their guests. A maximum of four guests per unit are allowed at one time in the pool area.

13.22 Parties are not permitted in the swimming pool or deck area.

13.23 Diving and jumping into the pool and spa is prohibited.

13.24 Lifesaving equipment is not to be used for recreation.

13.25 Floating items, other than a one-person flotation device, are not allowed in the pool. Balls, squirt guns, rafts, inner tubes, electrical toys, and boats are not allowed in the pool at any time.

13.26 Nude or topless sunbathing and swimming is prohibited.

13.27 Running, pushing, playing sports, horseplay and throwing frisbees, balls, toys or any other object is prohibited.

13.28 Persons creating a nuisance will be removed by law enforcement.

13.29 Headphones are required. No audible media of any kind may be played in the pool area.

13.30 Prohibited are: alcoholic beverages, drugs, food and glass containers or breakable containers of any kind in the spa, pool or pool area.

13.31 Smoking and vaping are prohibited in the spa or pool area.

13.32 Pool use shall not exceed 39 persons at a time. Spa shall not to exceed eight persons at a time.

13.33 For health and sanitation purposes, children who are not toilet trained are required to wear aquatic diapers in the swimming pool. Diapers must be changed in the pool restrooms.

13.33.1 Diaper dependent persons shall not enter the pool or spa.

13.34 All persons shall shower before entering the pool or spa.

13.35 Only conventional swim attire is allowed in the pool and spa.

13.36 Use of the pool by any persons having a contagious disease or infectious condition is prohibited.

13.36.1 Shampooing and use of soap in the pool, spa or outdoor shower is prohibited.

Fitness Center

The Fitness Center is not a professionally operated gym and therefore is to be used at an individual's own risk. The Association is not responsible for injuries resulting from the use of the exercise room equipment.

13.37 Prior to using equipment an inspection shall be made to ensure the equipment is in safe working order. Note: Monitoring or servicing of equipment is NOT provided.

13.38 Conventional attire and footwear are required.

13.39 Abusive or inappropriate use of exercise equipment is prohibited.

13.40 Each apparatus shall be wiped down immediately after use.

13.41 Equipment shall be replaced and stored in the designated area.

13.42 Inoperative and damaged equipment shall be reported to Property Management.

13.43 There is a 30-minute time limit on each piece of equipment if someone else is waiting to use the equipment.

13.44 Prohibited are: alcoholic beverages, food and glass containers.

Age Restriction:

13.45 No one under the age of eighteen (18) shall be permitted to use gym equipment without supervision by an owner or tenant at least 21 years of age.

Tennis/Pickle Ball Court

The ball court is multi-purpose and may be used either for tennis, pickle ball or basketball. All other activities and uses are prohibited.

13.46 Tennis nets are to remain in place.

13.47 Pickle Ball nets and equipment shall be removed after play.

13.48 Play shall be limited to one hour if others are waiting for court time.

13.49 Prohibited are: alcoholic beverages, food and glass containers.

13.50 Players shall remove all personal equipment and trash prior to vacating the court.

Section 14: Trash • Garbage • Debris

14.1 Trash/Garbage

No unsightly or offensive smelling accumulation or storage of garbage or trash or any other kind of debris shall be permitted within any unit, patio, terrace, hallway or upon any common element.

14.1.1 Dumpster/Compactor

The Community dumpster/compactor is the only place in the community where household trash and garbage may be deposited. **Note: No trash, garbage containers, or any other discarded object, may be placed outside of the dumpster/compactor.**

14.2 Trash/Garbage Containers

Trash and garbage containers shall not be permitted to remain in public view.

14.2.1 All household trash including food waste, bottles and cans shall be securely wrapped in plastic garbage bags before placement in the dumpster/compactor.

14.2.2 Cardboard boxes shall be broken down prior to placement in the dumpster/compactor.

14.3 Non household trash items (i.e., Furniture, Equipment, Construction Debris etc) shall not be placed in the dumpster/compactor or around the dumpster/compactor area. See: The Indian River Recycling Centers provide information for discarding material at www.ircrecycles.com.

14.4 The dumpster/compactor door shall be closed after use.

Section 15 : Pets

15.1 Each Owner is allowed one (1) pet per unit with a maximum sixty (50) pound weight.

15.2 Tenants may not house pets in the unit they are renting. Guests of unit owners may have one pet during their stay, subject to all the same rules and policies set forth herein. Unit owners are ultimately responsible for the pets of guests who visit their unit. No pet(s) of guests may stay in the owner's unit for more than seven (7) consecutive days without prior written notification to the Board.

15.3 A pet must be registered with the Property Management Company. Owners must obtain a Certificate of Approval and a collar identification medallion for a dog or cat PRIOR to pet occupancy in a unit. (Moved from 15.4) A non-registered pet is prohibited on Association Property.

No dog breed considered aggressive and/or otherwise dangerous is permitted on Fairways property. Aggressive and/or dangerous dog breeds include Rottweiler, Cane Corso, Staffordshire Bull Terrier, American Pit Bull Terrier, American Staffordshire Terrier, or their related breeds or crossbreeds otherwise commonly referred to as "Pitbulls."

15.4 A dog or cat, over four (4) months old, residing in Indian River County for six (6) months or more per year must have a valid county pet registration tag per Indian River County regulations.

15.5 No pet sitting is allowed.

15.7 A pet shall be defined as a dog, cat or bird. Any type of exotic pet shall not be kept or maintained within the unit. Any exceptions to the aforementioned shall be made in writing by a majority vote of the Board of Directors and shall be deemed provisional for that particular pet specified in the exception.

Section 16 : Emotional Support Animals

The Board of Directors requires an individual seeking to retain an emotional support animal in any unit that differentiates from established Rules & Regulations regarding pets, shall substantiate your disability and establish that the support animal is necessary to use. All such requests will be submitted to the Association's attorney.

Note: Courts have consistently held that a tenant requesting an emotional support animal as a reasonable accommodation must demonstrate a relationship between his or her disability and the companionship of the animal. Associations are entitled to the supporting materials that document the need for an emotional support animal. In most cases, a letter from an individual's doctor or therapist explaining the need for your support animal is sufficient.

Should anyone enter a public place with a service animal, Staff may ask two questions: (1) is the dog a service animal required because of a disability, and (2) what work or task has the dog been trained to perform.

HUD and DOJ indicated in a Joint Statement on Reasonable Accommodations under the FHA that the housing provider is entitled to obtain only that information necessary to determine whether the requested accommodation is necessary because of a disability. See: <https://www.hud.gov/sites/documents/43503HSGH.PDF>

The Americans with Disabilities Act (ADA) defines “service animals” as dogs that are individually trained to perform tasks for persons with disabilities. These are NOT PETS, and are generally prescribed to perform specific tasks for which they are trained by qualified trainers from birth. Examples of such work or tasks include guiding people who are blind, alerting people who are deaf, pulling a wheelchair, alerting and protecting a person who is having a seizure, reminding a person with mental illness to take prescribed medications, calming a person with Post Traumatic Stress Disorder (PTSD) during an anxiety attack, or performing other duties.

Section 17 : **Communications**

All questions and inquiries shall be submitted to Management in the form of email or in writing via mail. In the case of an emergency, contact shall be made by phone to Management. All written communications shall be sent to Administrative Assistant Jonna Streeter with a copy to Community Manager Chad Carroll.

Residents are invited to contact Board Directors via email.

President Karen Carter: hawkeyekaren6@gmail.com

Vice President Meredith Harland: mh53rivah@aol.com

Treasurer Matt Ottinger: mattuo75@yahoo.com

Secretary Bill Mixon: turkeyspur@aol.com

Virginia Price:

Chad Carroll: chadc@elliottmerrill.com

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