

HARVARD ARMS HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS
Modified January 18, 2018

Reasonable, uniform rules and regulations concerning the use of the property or Association property may be made and amended from time to time by the Board of Directors and/or members of the Association, in the manner provided by the Articles and Incorporation and/or bylaws. Copies of such rules and regulations shall be furnished to all unit owners and residents of the association. Each Unit owner shall conform to and abide by the by-laws and uniform rules regulations of the association concerning the property and Association.

I. General Rules

- A. All parts of the unit shall be kept in a clean and sanitary condition. Doors, windows, and window coverings must be in good repair. No rubbish, refuse or garbage is allowed to accumulate. No fire, health or safety hazard may be allowed to exist.
- B. No electrical device creating unusual electrical overloading interference with radio, TV, or computer of other may be used in the units or on the Association property. Small satellite dishes are allowed, however the location of the dish must be at the rear of the unit and approved by the Board.
- C. No immoral, improper, offensive or unlawful use shall be made of the property individual units, Association property or any part thereof. No use of the property or Association property shall be made which violates any of the terms conditions contained herein or that violates any laws, ordinances, and regulation of the governmental body having jurisdiction thereof.
- D. Each unit is restricted to residential use by the owners, lessees, their immediate families and guests. No owners or lessees of any unit shall permit use of the property for transient hotel or commercial purposes. In addition, in the absence of an owner or lessee the unit may not be occupied by guests more than two (2) times a year; further all stays must pre-approved by the Association Board of Directors.
- E. A unit owner shall be liable for the expense of any maintenance, repair or replacement of any unit or Association property rendered necessary by his (or hers) negligence or by that of any member of his family or guests, employees, agents, lessees, tenants, or their families or guests.
- F. Property and unit owners shall use their best efforts to see that these rules are observed by all persons using the owner's property, including families, guests, invitees and tenants. Owners are wholly responsible for the actions of their roommates, tenant, children, pets, guests, and any others whom they bring or invite into Harvard Arms.
- G. The common areas may not be used for business purposes. The posting of signs, advertising materials, sales contracts or soliciting is expressly prohibited with the exception of the Association bulletin board. In the event a unit is listed for sale or for

rent one standard size “real estate” sign may be placed in a window visible from the street.

- H. Garbage cans, bags, other refuse for collection and recycle bins may not be placed on the street for collection prior to 7:00PM the evening before regularly scheduled collection day. Empty garbage cans, containers and recycle bins must be put away as soon as possible no later than 7:00AM the day after the collection has been made. Per city of Clearwater ordinance #639-99-sec32.281,(3)(c)
- I. The discharge or setting off of any firearms or fireworks of any kind is prohibited on both the individual unit property and the Association common ground.
- J. No owner or resident may dig an open fire pit on their unit’s property, or any common ground - this rule covers all existing pits. Owners/residents may, with written permission of the BOD, place exterior fireplaces on their property as long as the device is placed on a fire proof slab or gravel to protect from burning the grass underneath. Gas grills & electric grills are allowed, however charcoal grills must follow the same safety rules. To qualify for BOD approval the fire place must be at least 10 feet from the closest residence, must be screened, have a fire proof cover. The device must never be left unattended. After using all material must be completely extinguished and disposed of in a fireproof container. The owner/resident shall assume all responsibility and liability for any accidents or fires caused by this device. (Added as of May 18, 2011)

II. Building Appearance and Maintenance

- A. The balconies, patios, doors, windows, and deck railing shall be used only for the purpose intended. No rugs or mops shall be hung from any of the units and no clothes, sheets, blankets, towels, bathing suits, laundry or any other kind of articles shall be hung on a unit or exposed on the common elements. No debris of any kind or types including cigarette butts shall be thrown from patios, balconies, windows or doors. Only plants and patio type furnishings are allowed outside the unit. Certain types of playground type equipment may be placed on the individual unit owner’s property behind their unit with written permission of Board. The individual unit owner will assume all responsibility for liability and maintenance.
- B. The personal property of all unit owners shall be stored within unit or in their patio storage closet.
- C. The Association common ground and all public spaces must be kept free and clear of any refuse, debris, or hazards to the health, safety or well being of the residents.

- D. No window or through wall air conditioning units, window fans, exhaust fans, window boxes (except those currently provided) will be permitted on the exterior of the units or in the common elements.
- E. No unit owner shall place or install any colored, reflecting or solar material on any windows without written approval of the Association's Board of Directors.
- F. Unit owners shall not be allowed to make structural or appearance changes to the exterior of the unit including, but not limited to, the placing of screens, jalousies, or other enclosures on balconies, patios, flat decks or other parts of the building without written approval of the Board of Directors. The maintenance and repair of any additions or modifications to building or unit becomes the responsibility of the unit owner.
- G. No flammable, combustible, explosive or corrosive fluid, chemical, or substance, including but not limited to gasoline, kerosene, and lighter fluid, shall be kept in any unit or common element except such as are required for normal household use. Propane gas tanks for gas grills must conform to all current local, state and federal fire and safety codes and regulations.
- H. Residents will be permitted to display holiday decorations at their entrance, or on the exterior of their units. Decorations are to be removed within 14 days after the holiday. Should any damage to the unit, Association property, or the common element result from the use of the decoration it will be the unit owner's responsibility to repair. If the decorations become deteriorated in appearance the Board of Directors or their agent may ask the unit owner to remove or replace the offending decoration. The Board of Directors and or the management of Harvard Arms do not assume any responsibility for lost or damaged decorations.
- I. Permanent hurricane shutter may be installed on the perimeter of the balconies or flat decks, windows or doors of a unit only with prior written approval by the Board of Directors.
- J. No storage units of any kind may be placed in or on any part of the Association common ground or the individual unit (property) common element.
- K. Fences surrounding an individual unit owner's property may be erected only with written prior permission of the **Board not to exceed 10 feet in depth, height of 6 feet and not obstruct or cause drainage problems of neighboring units.** Fence must be maintained in good repair by the unit owner. If the fence is in disrepair, the owner will receive written notification to either repair or replace the fence within thirty (30) days of the receipt of the letter, or the Association will have the fence removed at the owner's expense.
- L. Compliance with all valid laws, zoning ordinances and regulations of all governmental bodies for maintenance, modifications or repairs of the individual units or Association property shall be the responsibility of the individual owner in the case of unit repairs,

maintenance, or modifications, and the Board in the case of repairs, maintenance or modifications to Association property.

III. DISTURBING NOISES

- A. Residents their family, friends, guests or contract labor may not make any disturbing noises within their unit, balcony, flat deck, or patio, in the building or Association common ground that interferes with rights, comfort, and quality of life of other residents, their families, friends, or guests.
- B. Residents, their families, friends, guests and contract labor shall not play their vehicle radios or stereos with the Association property loud enough to disturb other resident either inside or outside of units.

IV. SALE & RENTAL OF UNITS

- A. **A unit owner shall not be authorized to lease or rent his/her unit during the initial twenty four (24) months of ownership.**
- B. The Association or its agents as provided in the Declaration of Association must first approve the proposed buyer or Lessee. An application fee for approval of the buyer or lessee shall be charged to cover reasonable expense incurred by the Association. (Copying, credit report etc.) This fee is not to exceed \$50.00. The Association shall be allowed thirty (30) days processing time for each application. The Association on the basis of the decision of the Board of Directors or its agent will then issue an approval or disapproval for a sale or lease. A copy of the executed lease must be provided to the Association for its records.
- C. A lease may not be for a term of less than seven (7) months.
- D. Sub-letting of the units is prohibited.
- E. Thirty (30) days prior to expiration of the Lease a new lease or renewal must be executed if the tenant(s) are going to remain in the unit. A copy of the fully executed lease or renewal thereof must be submitted to the management office for their record.
- F. The lease of a unit shall not discharge the owner from compliance with any of the rules and regulations outlined in the Declaration, Articles of Incorporation, or By-laws.
- G. All provisions of the Declaration, Articles of Incorporation, By-laws, and the Rules and Regulations of the Association shall be applicable and enforceable against any person occupying a unit either as unit owner or lessee. Before approval for purchase or rental of any unit shall be granted each prospective owner or tenant shall be provided with a copy of the Rules and Regulations for their use and one a signed receipt of the Rules returned to the Association for their records.

- H. In accordance with the City of Clearwater ordinances the owner of any rental unit in the complex must have a current city occupational license. A copy of that license must be provided to the Association for its records.

V. PARKING AND VEHICLE REGULATIONS

- A. The speed limit within Harvard Arms is 10 MPH
- B. Residents are allowed two (2) personal vehicles only.
- C. Parking in front of the buildings is for the sole use of residents. Commercial vehicles are not permitted to park anywhere on the premises overnight.
- D. Parking spaces may be used only for the parking of personal passenger vehicles. Due to parking constraint, all campers, recreational vehicles, trailers of any kind, and boats are prohibited from parking anywhere on premises. Bicycles must be stored within the unit or in an appropriate area (such as a deck) at the rear of the unit.
- E. Parking is allowed on the street only during daylight hours. No vehicle may be left on the street overnight. Vehicles parked on the street may not block any other resident's driveway or ingress or egress to their unit. Violators will be ticketed and towed at the owner's expense.
- F. The visitors parking area at the end of Abbey Court is for visitor parking only. Residents may not park there, vehicles left in the visitors parking space over seven (7) days without prior notification to the Board will be subject to being towed.
- G. Repairs and servicing to any vehicle shall not be made either on individual unit property or on any Association common ground. However, emergency repairs such as flat tires or jumping dead batteries is allowed if necessary. Washing of vehicles is permitted only in the individual unit parking spaces and is subject to the water conservation rules as established by the County and City.
- H. Parking is at your own risk; the Association does not assume any responsibility for any vehicles parked any place within Harvard Arms.

VI. PETS

- A. Unit Owners and resident may keep a maximum of two (2) dogs, or cats or other household pets in conformance with all Federal, State, County and City code. Pets may not weigh over 25lbs each or be over 25 inches in height (ground to shoulder of the animal) at maturity. Snakes of any kind or prohibited.

- B. No animals are to be kept, bred or maintained for any commercial purposes and must not constitute a nuisance, be dangerous animal (as defined in Pinellas County Code Chap. 14 sec 14-26) or interfere with the quality of life to any other unit owner or resident.
- C. For the purposes of these rules and regulations household pets shall be dogs, cats, birds, and other small caged domestic animals.
- D. All pets (dogs and cats) must remain on a leash at all time when outside the townhouse unit and must be kept off the property of other unit owners.
- E. Pet droppings must be picked up immediately and placed by the owner in the owner's trash container in accordance with the City of Clearwater pet ordinance.
- F. In the event that an owner of an animal receives written notice from the Association that the animal constitutes a nuisance or is a dangerous animal (Pinellas County Code Chapter 14, Sec. 14-26) for any reason the owner will have fourteen (14) days from the date of receipt of the notice to correct the problem. If at the end of fourteen (14) days the owner can prove to the Board of Directors that the pet is no longer a nuisance the pet in question will be allowed to remain. If however, the problem is not or cannot be corrected, the pet must be removed immediately from the property.
- G. Residents are not permitted to feed squirrels, raccoons, or any stray or wild animal, either on the unit property or the Association common grounds.