

Harbour Cove, Inc. Community Policies and Rules



**Harbour Cove, Inc.
Community Policies and Rules**

Owner Name: _____

Unit No.: _____

Unit owners must understand and abide by the terms and conditions set out in the Declaration of Condominium of Harbour Cove and the following Community Policies and Rules. Owners also are responsible for ensuring that their guests, employees, and lessees comply.

The Property Manager is a designated representative of the Board of Directors and authorized to enforce these policies and rules. The Board will address any violations.

OWNERS SHOULD MAKE A COPY OF THESE POLICIES AND RULES EASILY AVAILABLE FOR THE GUIDANCE AND USE OF GUESTS AND LESSEES.

Effective: March 1, 1993
1st Revision: April 20, 2000
2nd Revision: October 14, 2003
3rd Revision: January 24, 2005
4th Revision: October 30, 2005
5th Revision: January 19, 2007
6th Revision: January 2016
7th Revision: January 2020
8th Revision: November 2021

Owner's Signature

Date

The Management Company will retain a copy of this page with the Owner's signature acknowledging and accepting the Community Policies & Rules in the Owner's file in the Property Manager's Office.

Harbour Cove, Inc. Community Policies and Rules

Owner Name: _____

Unit No.: _____

Unit owners must understand and abide by the terms and conditions set out in the Declaration of Condominium of Harbour Cove and the following Community Policies and Rules. Owners also are responsible for ensuring that their guests, employees, and lessees comply.

The Property Manager is a designated representative of the Board of Directors and authorized to enforce these policies and rules. The Board will address any violations.

OWNERS SHOULD MAKE A COPY OF THESE POLICIES AND RULES EASILY AVAILABLE FOR THE GUIDANCE AND USE OF GUESTS AND LESSEES.

Effective: March 1, 1993
1st Revision: April 20, 2000
2nd Revision: October 14, 2003
3rd Revision: January 24, 2005
4th Revision: October 30, 2005
5th Revision: January 19, 2007
6th Revision: January 2016
7th Revision: January 2020
8th Revision: November 2021

Table of Contents

| | | |
|---------------------|---|-----------|
| Section I | Occupancy and Use..... | 1 |
| Section II | Community Rules | 5 |
| Section III | Pool and Chickee | 8 |
| Section IV | Carport and Parking | 11 |
| Section V | Docks, Lifts and Kayak Racks | 14 |
| Section VI | Grievances and Fines..... | 20 |
| Section VII | Alterations and Renovations | 21 |
| Section VIII | Unit Owner Maintenance Responsibilities..... | 24 |
| | Attachments | 25 |

SECTION I Occupancy & Use

A. General. The City of Naples Fire Department requires all owners, guests, and lessees register with the Property Manager on arrival and departure regardless of length of stay.

B. Restrictions.

1. Only one family, including guests and in-home help, may reside in a unit.
2. Units may not be further subdivided into smaller units.
3. The following vehicles are prohibited from parking overnight on the property:
 - a. RVs and other camper-type vehicles;
 - b. boat trailers;
 - c. vehicles with commercial registration and/or affixed commercial advertisement; and
 - d. motorcycles, mopeds, and scooters with motors in excess of 160cc.

Motorcycles, mopeds, and scooters with motors less than 160cc must register with the Office by not later than January 31st each year and park only in designated spaces. Motorcycles, mopeds, and scooters may NOT be left on the property when owners leave for the summer.

4. Pets are not allowed in any unit or anywhere on the property at any time. This applies to owners, renters, and guests. Attachment 1 lays out Harbour Cove's policy on emotional support animals (ESAs) including the ESA Application. In part it states:

- a. ESAs are not permitted without the prior written approval of the Board of Directors;

b. ESA applications must be updated and resubmitted by not later than January 31st each year. Dogs and cats must have current rabies vaccinations and a valid County license; and

c. ESAs that exhibit nuisance behavior may be disqualified.

C. Guests.

1. Owner in Residence. Owners are responsible for the actions and behavior of all guests, including family members. Children must always be supervised by an adult.

2. Owner NOT in Residence. This type of occupancy is restricted when guests are *not* closely related to the owner. “Closely Related” and “Close Relative” mean owners’ parents, grandparents, children, and grandchildren.

There is no restriction on the number of occupancies by close relatives when all other guest occupancy requirements are met. Otherwise, owners are limited to lending or leasing their unit no more than three times in total in any calendar year.

a. A maximum of six people may occupy a unit under loan or lease.

b. Not less than one week prior to a guest’s arrival, owners must complete, sign, and forward to the Property Manager a “Notice of Guest Occupancy” form. The form is available in the Office and on the community website and provides guests’ names, home addresses, contact information, and arrival and departure dates. This requirement also applies to overnight visitors of guests.

c. No one under the age of 18 is permitted to occupy a unit without a responsible adult in residence.

d. No one is permitted to enter a unit for any reason without an owner’s express written approval. Phone calls to the Property Manager authorizing admittance must be confirmed via fax or email. Merely possessing a unit key does not constitute acceptable authority. **NO EXCEPTIONS.**

e. Owners must provide the Property Manager, in writing, the name of the insured Condo Nanny or uninsured individual authorized to perform unit checks in the owner's absence. In addition, when using an uninsured individual, the owner must submit a written disclaimer indemnifying Harbour Cove from any liability for damages resulting from the individual's actions or negligence.

f. Anyone entering a unit in the owner's absence must sign the registry in the Office.

D. Leases.

All lease agreements must be approved by the Board of Directors **prior** to final agreement between the owner and lessee. This includes seasonal, annual, and renewal lease agreements. It is the exclusive right of the Board to approve or disapprove lease agreements. The Board will approve/disapprove properly completed lease applications and agreements within 30 days of receipt. Incomplete applications and leases will be disapproved.

1. Owners must complete an "Application for Permission to Lease" and submit it together with a copy of the proposed lease agreement and a check for \$100 payable to Harbour Cove, Inc.
2. Owners should use the "Harbour Cove Standard Lease Agreement." Custom lease agreements are allowed only if all terms of the Harbour Cove standard agreement are specifically included in their entirety.
3. The \$100 fee applies to all initial lease agreements and all renewal lease applications *except* for annual lease renewals. Lease applications and standard lease agreements (Attachments 2 and 3, respectively) are available in the Office and on the community website.
4. The minimum lease term is 60 days and the maximum lease term is 1 year (i.e., 12 consecutive months).
5. If an owner loans their condo to other than Close Relatives during a year, it will reduce the number of leases or guest stays available during that year. This applies to all guest stays regardless of duration (i.e., one day, week, or month). The effective date of the lease determines the affected calendar year.

6. Lessees are NOT permitted to sub-lease any portion of a unit in whole or in part.

7. Lessees must comply with the Harbour Cove Close-Up procedures. See Attachment 4.

8. During the term of a lease, overnight visits by non-lessees are limited to one such occurrence per month and for a period not to exceed seven days.

E. Sales.

1. The Board of Directors must approve all sales or transfers of units, in whole or in part.

2. **Prior** to transferring property ownership, whether by sale, gift, or name change, owners must complete the "Purchase Application" (Attachment 5) and submit it to the Management Company along with a check for \$100.00 payable to Harbour Cove, Inc. (to cover processing costs).

3. Applications must be submitted at least 30 days in advance of the proposed closing date.

SECTION II Community Rules

A. Harbour Cove common elements and facilities, including the swimming pool, chickee, bathrooms, shower, elevators, and marine facilities are intended solely for the use and enjoyment of owners, their guests, and lessees. See **Section IIIA** for information about using common areas for private events.

B. Owners, guests, and lessees are invited to all Community-sponsored social events, such as Chickee happy hours, Men's Breakfasts, and Women's Luncheons. Event notices are posted on elevator area bulletin boards, in the Office, and on the Community website.

C. Harbour Cove is a residential community. Please be considerate of your neighbors and keep noise to a minimum, especially in the evening. Loud talking, music, TV, or other disruptive noises should not be heard from units after 10:00 PM. Don't use washers, dryers, disposals, and vacuum cleaners before 8:00 am or after 9:00 pm.

D. Harbour Cove provides a smoke-free environment in common areas (Attachment 6). **No Smoking** is allowed:

1. in any indoor common area, to include the Office, Package delivery room, chickee shower, storage, and bathrooms; elevators; all storage/locker rooms; meter rooms; utility rooms, and the maintenance workshop;
2. in the grass center courtyard on all sides of the chickee; the area within the pool fence and enclosure to include the entire Pool/Chickee area; and the main T-dock.
3. within twenty (20) feet of all buildings, to include walkways from the parking lots, hallways, pathways, and stairwells.

This policy applies to owners, guests, lessees, Management staff, and contractors/vendors.

Please do not leave cigarette butts on the ground or in the grass.

E. Harbour Cove has a "whole property" fire alarm system made up of on-property and in-unit annunciators, and publicly accessible Fire Pull Stations located throughout the property. Residents should familiarize themselves with the locations of the Pull Stations.

The building/apartment electrical system provides power to the in-unit annunciators and

system status is continuously monitored. **DO NOT** turn off power to the annunciator outlet or remove annunciators without first coordinating with and getting Management Company approval.

F. Please **DO**:

1. Schedule moves and deliveries for Monday through Friday between the hours of 8AM and 4PM only. If an elevator is needed, inform the Office at least one day before so protective pads and carpet can be installed. Residents who ignore this rule will be held responsible for any resulting elevator damage.
2. Use the trash and recycle containers located at the North and South ends of the parking lot areas. Pick-up schedules and program details are in the Office. Residents are responsible for disposing of household hazardous waste at the City's Recycling Drop-Off Center. (<https://www.colliercountyfl.gov/your-government/divisions-s-z/solid-hazardous-waste-management/facilities/naples-recycling-drop-off-center>)
 - a. **Break down** cardboard boxes before placing them in recycle containers.
 - b. **Empty recyclables out of plastic** bags and into recycle containers. The City of Naples will **NOT** accept recyclables in plastic bags.
 - c. Contact the Office if you need to dispose of large or bulky items (e.g., furniture, mattresses, rugs, etc.). Additional fees for special trash pick-ups will be charged to the applicable unit Owner.
3. Notify the Office *immediately* if you notice anything unusual in your unit, e.g., appliances not working, water leaking, etc. After hours, contact the Management Company at the phone number(s) posted on the Office door and bulletin boards.
4. Use *only* the hoses located on the west side of both the North and South buildings to wash sand off feet, beach chairs, and other beach-related items.
5. Help keep our grounds clean by putting trash and recyclables in designated receptacles.
6. Use only the designated Car Wash areas to clean cars and other vehicles. The car washes are located on the east side of North and South carports and intended solely for the convenience and use of Harbour Cove residents.

7. Register all bicycles in the Office and affix the assigned Harbour Cove sticker. Bicycles without stickers may be removed and disposed of.

8. Store bicycles, kayaks and paddleboards only in designated areas and remove them at the end of the season. Bicycles, kayaks and paddleboards left in common areas when the owner is not in residence will be considered “abandoned” and disposed of.

9. Comply with “The Harbour Cove Alterations and Renovations Checklist” when planning to alter or remodel a unit. See **Section VII** and Attachment (7)).

G. Please **DO NOT**:

1. Use porches or balcony railings to dry any item, including bathing suits, towels, rugs, etc., or shake towels or rugs over the railings.

2. Let children run on walkways, docks, or play in elevators.

3. Store private property in any common area, such as under stairwells, in mechanical or electrical closets and community storage rooms, or in or around the pool and chickee area. Unauthorized items found in any of these locations will be disposed of.

4. Store gasoline or similar combustibles in units, personal storage areas, or any common element.

5. Spill food or drink in common areas (e.g., pool deck, walkways, docks, stairwells) or assets (e.g., chickee and pool furniture). To avoid permanent stains or unwanted animals/insects, please clean up spills as soon as possible.

6. Attach advertisements, notices, balloons, or signs on any building or shrubbery. “Open House” lawn signs are permitted only on the day of the event and in front of the applicable building.

7. Install or otherwise attach exterior antennas, aerials, or TV receiver dishes on any common element, or on the private portions of any unit if it will affect the exterior appearance of the property as viewed by the public.

SECTION III Pool & Chickee

Florida Administration Code requires public swimming pool owners develop and post a set of Rules & Regulations to govern pool use. As a public swimming pool, Harbour Cove is subject to State, County, and City regulations.

A. General.

Residents may reserve the chickee for private parties provided it doesn't interfere with other residents using the pool and pool area or extend beyond 10:00 pm. Reservations requests must be approved by the Board of Directors at least 10 days prior to the event. Reservation requests will *not* be approved for weekend use during the season, December 1st through April 30th. Reservation notices will be posted on community bulletin boards at least five days prior to the event.

The pool is meant to be used and enjoyed by owners, guests, and lessees. Residents should refrain from inviting groups of visitors to use the pool.

1. Pool hours are dawn to dusk.
2. There is **No Lifeguard on Duty** – swim at your own risk.
3. A responsible adult must always supervise children under the age of 12 when in the pool, pool area, chickee, courtyard, or on the seawall, T-dock, kayak dock, and piers.
4. A small First Aid Kit is in the top right drawer in the chickee.
5. When using the barbeque grills, always:
 - a. Open the cover before lighting a grill;
 - b. Turn off the gas valve when finished;
 - c. Clean the grilling surfaces and utensils after each use; and
 - d. Turn off overhead lighting before leaving the area.

Instructions for using the gas grills are in the top right drawer in the chickee.

6. The ice machine is meant to be used by owners, guests, and lessees while enjoying the facilities. Residents may use the ice machine to fill ice buckets and coolers but should be careful not to deplete the supply.

B. Please **DO**:

1. Wear a cover-up or t-shirt when outside the fenced pool area or on the docks.
2. Take a shower before entering the pool, *especially* when using suntan lotion.
3. Use headphones with audio devices at the pool to avoid disturbing other residents.
4. Make/take phone calls outside the fenced pool area.
5. Return chairs, chaises, and tables to their neat and appropriate locations. Close umbrellas after use.
6. Put trash and recyclables in designated receptacles.
7. **Use towels** on chaises/chairs when sunbathing.
8. Be careful to avoid any obstructions when lowering and raising the powered wind curtains in the chickee.
9. Use swim diapers **AND** plastic pants under bathing suits for all children who are not toilet trained. Parents/guardians are responsible for cleaning up any messes in or out of the pool and any costs incurred by the Association to make sure the pool meets State and County sanitation requirements.
10. Feel free to use small floats, pool noodles, and rafts while in the pool if they don't interfere with others' pool use and are stored after use.

C. Please **DON'T**:

1. Run or engage in horseplay in or around the swimming pool. No diving at any time. The pool and chickee are not a playground.
2. Hang anything on the pool area fence (e.g., towels, cover-ups, etc.).

3. Swim from the T-dock, kayak dock, seawall, or piers.
4. Move any pool/chickee furniture outside the fenced area.
5. Bring glass *of any kind inside* the fenced pool/chickee area or on the T-dock.
6. Place anything *inside* the ice machine – it's **not** a cooler.
7. Bring any food or drink into the pool or place any food or drink on the pool apron.
8. Leave personal property overnight in the pool/chickee area.
9. Reserve chaises, tables, or chairs if it prevents use by other residents.

SECTION IV Carports and Parking

All carport parking Space Lessees must be Harbour Cove unit owners. Specific rules governing carport parking space leases are set out in the Declaration of Condominium, Part 23.

A. Use.

1. All owners, lessees, and overnight guests must register their vehicles in the Office.
2. Each condominium unit is assigned one numbered parking space. No owner shall be assigned a second parking space. (Note: Space numbers do not correspond to unit numbers.)
3. Owners, guests, and lessees should park only in their assigned space.
4. Owners with two vehicles may park their second vehicle in any space designated "Owner and/or Guest."
5. No owner, lessee, or guest may park more than two vehicles on Harbour Cove property overnight.
6. No vehicles may be stored anywhere on Harbour Cove property.
7. Visitors must park in spaces designated "Guest."
8. Do not plug your car in to a common electrical outlet for any reason.

B. Sales.

This applies when a covered parking space is sold separately from the respective condominium unit.

1. A list of prospective buyers is kept in the office. If the seller chooses, all on the list will be notified of the proposed sale and have an opportunity to bid on the parking space. The seller may choose any buyer's bid, whether or not on the list.

2. The buyer must be a Harbour Cove property owner.
3. Since only one numbered parking space is permitted per unit, owners are limited to only one covered parking space.

C. Electric Car Charging Stations

1. Harbour Cove will follow Florida Law regarding the installation of Car Charging stations as we prepare to meet the changing needs of our residents and their modes of transportation.
2. We have sought the expertise of our independent engineer to assess Harbour Cove's electrical capacity and have formed an Ad Hoc committee to investigate how to best add this capability to our community.
3. DO NOT plug your car into any Association common electrical outlet.
4. In accordance with the current Florida legislation governing condominium associations, a unit owner may install an electric vehicle charging station for an electric vehicle, within the boundaries of their limited common element parking area. The installation of such charging stations are subject to the provisions of this subsection:
 - a. The installation may not cause irreparable damage to the condominium property.
 - b. The electricity for the electric vehicle charging station must be separately metered and payable by the unit owner installing such charging station.
 - c. The unit owner who is installing an electric vehicle charging station is responsible for the costs of installation, operation, maintenance, and repair, including, but not limited to, hazard and liability insurance. The association may enforce payment of such costs pursuant to Florida s. 718.116.
 - d. If the unit owner or their successor decides there is no longer a need for the electric vehicle charging station, such person is responsible for the cost of removal of the electric vehicle charging station. The Association may enforce payment of such costs pursuant to s. 718.116.

- e. The Association may require the unit owner to:
 - i. Comply with bona fide safety requirements, consistent with applicable building codes or recognized safety standards, for the protection of persons and property.
 - ii. Comply with reasonable architectural standards adopted by the Association that govern the dimensions, placement, or external appearance of the electric vehicle charging station, provided that such standards may not prohibit the installation of such charging station or substantially increase the cost thereof.
 - iii. Engage the services of a licensed and registered electrical contractor or engineer familiar with the installation and code requirements of an electric vehicle charging station.
 - iv. Provide a certificate of insurance naming the Association as an additional insured on the owner's insurance policy for any claim related to the installation, maintenance, or use of the electric vehicle charging station within 14 days after receiving the association's approval to install such charging station.
 - v. Reimburse the Association for the actual cost of any increased insurance premium amount attributable to the electric vehicle charging station within 14 days after receiving the Association's insurance premium invoice.
 - vi. The Association provides an implied easement across the common elements of the condominium property to the unit owner for purposes of the installation of the electric vehicle charging station and the furnishing of electrical power, including any necessary equipment, to such charging station, subject to the requirements of this subsection.

SECTION V DOCKS, LIFTS, AND KAYAK RACKS

Harbour Cove owns and controls all use of the marine elements of the property including a 400 +/- lineal foot long seawall with concrete promenade, 10 finger piers, 4 of which are designated for 8 mechanical boat lifts, a "T" head fishing dock for community use, a kayak dock for communal use by kayakers, paddle boarders, sailboarders, etc. and a kayak rack storage area. The docks are all lighted at the expense of the community, and are equipped with domestic water hose bibs and convenience electrical service for boat lift operation and general service. Hereinafter these collective elements are defined as the marine facilities.

Except for the community "T" head dock which is an Association asset and maintenance responsibility, marine facilities are maintained at the sole expense of slip, lift, and kayak rack lessees without expense to the Association.

It is the intent of the Association to promote the use and enjoyment of its marine facilities by the entire community and to equitably allocate use of our 20 boat slips to fairly serve the entire ownership. From time to time the demand for slips, lifts, and kayak racks is greater than the availability. Therefore, it is incumbent upon the Association to establish the following Rules and Regulations to accommodate the maximum number of owners with active boats and watercraft.

Listed below are our safety rules and the definitions and priority order of how all boat slips, lifts, and kayak racks will be assigned and managed.

A. Use and Safety:

The main "T" head dock and the kayak dock are available to the entire HC community for their use and enjoyment. The 10 finger piers and the kayak rack area are for the exclusive use of dock, lift, and kayak rack lessees.

No running, no swimming, and no glass is permitted at Harbour Cove marine facilities at any time.

B. Definitions:

1. Primary Lessee: A condo owner who owns a boat that is titled, registered and insured in the condo owner's name who leases a slip, lift or kayak rack space from the Association on an annual, calendar year, basis. Also, a condo owner, without a watercraft, who elects to lease a slip or kayak rack from the Association on an annual calendar year basis. This category of primary lease will be available to the Association for sublease without compensation to the primary lessee in the event that the primary lessee does not have a boat in its leased premises.
2. Sublessee: A unit owner who has a boat and there is no primary lease available

C. Priority Order for Obtaining a Slip, Lift, or Kayak Rack:

1. A unit owner desiring to lease a slip, lift, or kayak rack for docking/storing their boat for either a primary or sublease must make application to the Board of Directors. The application must be accompanied by a check for \$650 for a slip, \$900 for a lift, or \$120 for a kayak rack which is the current annual rental charge. Leases will be effective for the period January 1 through December 31 of each year. If the application is made after January 1 the lease or sublease will be from the date of issue through December 31. The Board of Directors may change the annual rental charge upon notice to all lessees and sub-lessees prior to January 1 of the following year. A unit owner who has leased a slip, lift or kayak rack and conforms to all Rules and Regulations shall have the privilege of renewing its currently assigned lease upon timely payment of the annual rental charge along with submission of the items listed in paragraphs 2 and 3 below. Slip and lift positions may not be negotiated, exchanged or reassigned between lessees or sub-lessees without the consent of the Board.
2. The unit owner who wishes to lease or sublease a slip or lift must be named on the title and registration for the boat to be docked at Harbour Cove and provide currently valid copies of same on an annual basis to the Manager.
3. A boat owner must insure its boat at its own expense, and must provide a certificate of insurance from its insurance company each year stating that they are insured with the minimum coverage of:

\$500,000 liability against Bodily Injury and Property Damage (Boat and lift, if applicable)
\$5,000 per injury of Medical Insurance

Harbour Cove, Inc. must be named as an additional insured on the insurance policy and certificate of insurance. Proof of these coverages must be provided to the Manager before any lease or sublease will be approved. A lift owner, at its sole option and expense, may insure its lift against physical loss or damage.
4. A leased slip may not be sold or subleased by the unit owner but may be subleased by the Association. If a unit owner sells its condo unit, thus relinquishing membership in Harbour Cove, then the boat slip, lift or kayak rack lease automatically expires and no refund of annual rent will be made for the unexpired term of lease. The new condo unit owner must make a new application for a slip, lift or kayak rack or may make a request to be

placed on a waiting list if no slips, lifts or kayak racks are currently available. See #C6 and #C7 below for waiting list protocols.

5. Slips, lifts and kayak racks will be assigned to unit owners who have complied with the Rules and Regulations. Further, size and type of boat will be considered in the assignment of a lease or sublease in order to provide the best use of the facilities for all lessees. Slip leases and subleases may be reassigned by the Board. The maximum length of boat permitted at Harbour Cove is 34 feet. It is the responsibility of the boat owner to make sure that the beam of the boat will fit within the current pilings of the proposed slip. Slips will not be leased for the docking of "waverunners." Kayaks, paddle boards, sailboards, etc. will be assigned kayak rack space. Slips with boat lifts may not be subleased.
6. Primary lessees and sub-lessees may wash, wax and clean their watercraft and perform "light" service and maintenance tasks while docked at Harbour Cove. Major maintenance, oil changes or other activities which might result in environmental damage are strictly forbidden.
7. The Property Manager will maintain a list of those unit owners who wish to become a primary lessee of a slip, lift or kayak rack. The lists shall include the name of the unit owner, their unit number and the date the request was made.
8. If a slip, lift or kayak rack becomes available, the first unit owner on the appropriate waiting list will be called to verify their continued desire to become a primary lessee. If they choose not to make application to become a primary lessee the second qualifying unit owner will be called, and so on. Once all qualified unit owners on the list have been called, without an acceptance, the Board may then make the open slip or kayak rack available to a unit lessee (non-unit owner) under the terms of paragraph 9 below. Lifts will not be offered to condo unit lessees.
9. A lessee of a condo unit is not permitted to lease or sublease a slip, lift or kayak rack.
10. The Association may, through its Manager, allow a boating guest of a unit owner to dock a boat overnight at no cost, subject to the availability of slips. A charge of \$15 per night will be levied after the first night. Use of slip shall not exceed one week with a rental maximum of \$90. Any unit owner who arranges a transient slip for their guest must be in residence and will be responsible for that guest following all Rules and Regulations.
11. The Association reserves the right to sublease a slip, lift or kayak rack if the primary lease holder has not occupied the slip, lift or kayak rack with the vessel identified in the annual application. It is acknowledged that the

months of November through April are high demand months. Any sublease executed by the Association shall have a 30 day notice to quit, or move their boat to a newly assigned location. When a sublease takes place, the primary leaseholder will be notified. Should the primary lessee notify the Association, in writing, that their registered/titled/insured vessel will be docked in its leased location the Association will notify the sub-lessee that the sublease is terminated and the location must be vacated within 30 days. If the original primary lessee then fails to physically dock its vessel in its leased location, the Association may choose to terminate the primary lease with that unit owner the following year.

12. Slips, lifts, and kayak racks are intended for use by active boats and watercraft. Active lift usage is herein defined as being used a minimum of 8 times per year. Boat lifts which are used less than the required minimum or are poorly maintained or mechanically inoperable deny others, whose names are on waiting lists, access to our marine facilities and shall be cause for the automatic revocation of the primary lease by the Board of Directors. In the event of a primary lift lease revocation by the Board the owner of the lift will offer the lift for sale to the first person on the lift waiting list as outlined in Section V, D, 3 of the Marine Rules and Regulations.

Beginning January 1, 2024 lift slip lessees will be required to log their boat usage, by date, in a log book kept in the Harbour Cove office. A lift slip lessee who fails to meet the minimum annual usage requirement will be required to relinquish their primary lift lease and offer their lift for sale as outlined above.

13. Living aboard a boat docked at Harbour Cove is prohibited by a City of Naples ordinance and by Harbour Cove.
14. Docks may not be used for commercial purposes and posting of "For Sale" signs on watercraft must be approved by the Board.
15. In the interest of safeguarding adjacent boats and dock areas, dock lines shall be maintained in good condition, free of chafed areas and be of adequate size for the boat. To maintain a uniform appearance, no additional items, such as dock boxes, may be placed on or affixed to the docks and/or seawall except one hose holder per boat affixed to a finger pier pile adjacent to a hose bib. All shore hoses are to be white in color and neatly coiled on their holders.
16. Boat owners will be held accountable for any damage that they or their boats and watercraft may inflict on pier structures, docks, storage racks, seawall, paving and related plumbing and electrical service. Lift owners shall not place boats on their lifts whose operating weight (with fuel, water and gear) exceeds the lift manufacturer's weight limitation capacity.

17. Boat owners are responsible for the safety of their own boat. Harbour Cove shall not be responsible for any damage to a boat, at any time, for any reason or cause whatsoever. Owners are required to keep their boats and watercraft in a clean and operable condition.
18. All Primary lessees and sub-lessees of Harbour Cove marine facilities, for themselves, and for their family, guests, agents, representatives and invitees, agree to hold Harbour Cove harmless from any and all claims or legal actions for damages, loss of property, personal injury, death or any other cause related to the use of Harbour Cove marine facilities. Use of the marine facilities is at one's own risk. Acceptance of a lease or sublease constitutes an agreement to be bound by these Rules and Regulations.
19. If an owner is having his boat picked up for service or delivered by a third party the owner is to notify the Manager at least 24 hours before the boat is taken or delivered.
20. A unit owner whose unit is leased, may not use the recreational or parking facilities during the term of the lease, as stated in Article #13.6 of the Condominium Documents, except to check on their boat or to have it serviced. Failure to follow any of these Rules and Regulations may result in the termination of a lease holder's primary or sublease at Harbour Cove.

D. Boat Lift Rules and Regulations:

1. Boat lifts must always be kept in a clean, neat and safe state of repair. Lifts damaged by accident or storm must be repaired at the owner's sole expense within 30 days of the damage occurrence. If a lift owner fails to maintain its lift in a clean, neat and safe operating condition the Association shall have the right to engage vendor(s) to inspect, clean, repair and restore the subject lift and bill the owner for said services. Failure to reimburse the Association may result in primary lease revocation and the Board's exercise of its rights for non-payment of impositions pursuant to the Condominium documents.
2. Boats cannot be lifted more than two (2) feet above average high tide level.
3. If an owner who is a lift dock lessee decides to sell its boatlift, it must be offered for sale to current owners at Harbour Cove. A lift waiting list is to be maintained by the Manager.

The lift will be offered to the first person on the waiting list at the price as specified below. The prospective buyer shall have 15 days to respond to the purchase offer and 15 days thereafter to close if they elect to purchase the lift. If the first person on the list elects not to purchase the lift then the second person on the waiting list will be contacted and extended the offer to purchase the lift on the same terms and conditions....and so on down the waiting list.

The sale price of the lift shall be a market price for the type, length, width, weight bearing capacity and the physical, mechanical and electrical condition of the lift. A prospective lift buyer, at its own expense, may have the offered lift inspected by a marine professional to assist in the determination of the physical and operating condition of the lift. A prospective buyer shall have 15 days to complete such an inspection and if

it elects to proceed with the purchase, closing of the transaction must occur within 30 days of the initial offer of the lift for sale. The lift seller may not charge the buyer rent for any unexpired term of the seller's primary lease. The lift purchaser must make application and sign a primary lease as described in Section C-1 above and provide boat title, registration and insurance documentation as provided in Sections C-2 and C-3 above before placing a boat on the lift.

4. When a lift slip lessee sells their condo they may sell their boat lift as provided in paragraph 3 above. The new condo owner may make application for a lift lease with the Association as provided above. Since the seller, at the time of sale of their condo, may no longer utilize the common elements of Harbour Cove, they must remove their boat from the lift prior to the date of their condo sale closing. If the seller has not sold their boat lift prior to the sale closing of their condo their boat lift will become the property of the Association to be sold or leased at the discretion of the Association without compensation to the prior owner.

Violations of These Rules Will be Addressed by the Board of Directors

SECTION VI Grievances and Fines

A. General.

The Board of Directors has the right to fine owners if they or their lessees or guests violate the Harbour Cove Declaration, policies, and/or rules. The Board may impose a monetary fine or suspend the use of common facilities and amenities.

The formal process for resolving disputes between the Board and violators is laid out in Attachment 7 and is used when informal attempts to correct violations don't succeed. The process includes an independent and impartial Grievance and Fining Committee (GFC).

B. Roles and Responsibilities.

The Board is responsible for identifying violations, issuing violation notices, and assessing fines/suspensions.

The GFC reviews violations and proposed fines, assesses violator's facts and defenses, if any, and "confirms" or "rejects" the proposed fine or use suspension..

The Property Manager provides formal notice of violations, imposes fines, and resolves non-payment of fines.

SECTION VII Alterations, Remodeling and Construction

A. General. Written approval from the Board of Directors is required **before** any owner may make any material alteration or substantial addition to their unit or any common element or change in any manner the exterior appearance of any portion of the Condominium. The Board will approve/disapprove compliant requests within 30 days of receipt.

1. The Board will disapprove alterations and modifications that would adversely affect or be detrimental to the Condominium, in part or in whole.
 - a. Harbour Cove assessed the structural integrity of its buildings and identified the structural elements which may be removed based on unit type and location.
 - b. The Board will not approve requests to remove structural elements inconsistent with its analysis. Exceptions will be considered only if deemed allowable by a unit-specific analysis conducted by an Engineering Firm selected by the Association and paid for by the unit owner.
2. The Board may withdraw approval if it appears the construction deviates from the approved plan or is having unanticipated, adverse effects on the Condominium.

B. Requirements. Owners must submit requests to alter or remodel their unit in writing and describe in detail the proposed scope of work, specifically addressing any applicable items listed below. All requests must include a copy of Attachment 8 signed by the owner and contractor(s).

Except as otherwise noted, all contractors must be licensed and insured.

1. Requests that include replacing floor tile, cabinetry, carpeting, laminate or hard floor surfaces, or removing drywall, concrete, columns, and/or beams must include a Security Deposit Check in the amount of \$1,000 made payable to Harbour Cove, Inc. to cover expenses for cleanup or repair of common elements (e.g., carpet, paver, elevators, stairwell, parking lots, etc.) due to contractor negligence. The Board will impose a \$250 charge for on-going clean-up of major projects and reserves the right to deduct other expenses to the Association from the Security Deposit check as a result of the project.
2. Glass panes, screens, curtains, blinds, shutters, awnings, or other

modifications, additions or installations visible from the outside must comply with Harbour Cove rules.

3. The covering and appearance of windows and doors, whether by draperies, shades, reflective film or other items, whether installed inside or outside of the unit, must comply with Harbour Cove rules when visible from the exterior.

4. Units above the ground floor must cover all floors with wall-to-wall carpeting, hardwood, laminate, or tile. The highest quality padding must be used under carpeting. Pro Flex 250 underlayment, or equal product, must be used for all other flooring.

5. Changing, moving, or removing electrical, plumbing, or concrete **must be permitted and inspected** by the City of Naples. Cabinets do not need to be permitted or inspected.

6. All work other than minor finish work (such as carpet, painting, or wall covering) **must be permitted and inspected** by the City of Naples. Handyman type work costing less than \$1,000, such as painting, may be done by an unlicensed contractor.

7. Except for Board-approved emergencies, construction noise (e.g., power tools, concrete saws, tile saws, sledge/jack hammers, etc.) is prohibited from November 1st to April 30th. All work performed by contractors must be done between the hours of 8AM and 4PM Monday through Friday, including daily clean-up of elevators, walkways, and all exterior spaces.

8. **DO NOT** turn off power to the outlet or move/remove fire alarm system annunciators without first coordinating with and getting the Property Manager's approval.

9. Concrete and other construction debris must be hand-carried or lowered down on jacks, not dropped. Construction debris may not be disposed of in Harbour Cove containers. Contractors are responsible for removing their own debris in containers provided at their own expense. The Harbour Cove Property Manager will determine the location of debris containers.

10. Contractors must sign in and out of the Office daily and clean up common areas, including elevators, before leaving for the day.

11. Harbour Cove provides a smoke-free environment in common areas.

No Smoking is allowed:

- a. in any indoor common area, to include the Office; chickee shower, storage, and bathrooms; elevators; all storage/ locker rooms; meter rooms; and utility rooms;
- b. in the grass center courtyard on all sides of the chickee; the area within the pool fence and enclosure to include the entire Pool/Chickee area; and the main T-dock; and
- c. within twenty (20) feet of all buildings, to include walkways from the parking lots, hallways, pathways, and stairwells.

This policy applies to owners, guests, lessees, Management staff, and contractors/vendors.

SECTION VIII Unit Owner Maintenance Responsibilities

In accordance with Harbour Cove Governing documents, Section 11.2 (Unit Owner Maintenance), “Each unit owner is responsible, at their own expense, for all maintenance, repairs, and replacements of their unit and certain common elements”. The owner’s responsibility includes, but is not limited to, the electrical, mechanical, and plumbing fixtures, switches, valves, drains, and outlets (including connections) located partially or entirely within the unit, as well as all air conditioning and heating equipment, thermostats, ducts and installations serving the unit exclusively.

The Board is concerned with damage to adjoining units that has occurred in the past by the failure to comply with the above, to include, but not limited to, regular maintenance and or timely replacement of air conditioning, hot water heaters, and hoses and connections of clothes washers, dish washers, toilets, and refrigerator water lines.

Pursuant to the above, each unit owner must:

- 1) Have their air conditioning unit serviced by a reputable air conditioning firm not less than two times per year.**
- 2) Replace any hot water heater ten years old or older.** The useful life of a hot water heater is approximately ten years. Some last longer, some not. As a leaking water heater can cause severe damage not only to the owner’s unit, but to adjoining and lower units, especially if the owner is not in residence, it is imperative that hot water heaters be replaced. When a hot water heater is replaced, the unit owner shall provide notice of same and the date of replacement to the property manager.
- 3) Ensure all water lines are in good working order and properly connected.** Inspect regularly and replace all older lines.

The unit owner should expect to be held responsible for any damage caused to another unit and or common areas by their failure to comply with the above.

The office has names of air conditioning and plumbing firms that have served the community well, however, you are free to use the vendor of your choice.

As good neighbors, we owe it to each other to follow this guidance and protect ourselves and our neighbors.

List of Attachments

- 1 - Emotional Support Animal Policy
- 2 – Lease Application
- 3 - Harbour Cove Standard Lease Agreement
- 4 - Harbor Cove Close-Up Procedures
- 5 – Purchase Application
- 6 - Harbour Cove Smoking Policy
- 7 - Grievances and Fines Policy
- 8 – Alterations, Remodeling and Construction