



Community Rules and Regulations

Harbour Village Golf & Yacht Club

INCLUDING CONSTITUENT ASSOCIATIONS

- **Harbour House**
- **Links North**
- **Links South**
- **Harbour Village Marina**
- **Oak Hammock**
- **Rivers Edge Condo**
- **Riverwalk Condo**
- **Riverwalk Courtyard Homes**

Adopted by the Board of Directors on May 15, 2015, effective July 1, 2015

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HARBOUR VILLAGE CSA AND SUB ASSOCIATION MANAGEMENT

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Website: www.harbour-village-resort.com

Management Office: 386-760-3434; **Fax number:** 386-304-3332
Normal Office Hours: M-F 9am-4pm.

Accounting Office: 386-760-3434 or Email: hvacct@cfl.rr.com

Security: 386-299-8286

Management Company:

K.L.G.B, Inc.,

Karla Baumann, Owner

Office: 386-402-8739 Direct: 386-405-3312

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DEFINITIONS AND PURPOSE

The benefits of living in a condominium community are many the wealth of amenities, the sheltered environment, a shared community spirit and camaraderie. The criteria outlined in these rules and regulations were created to capture and build on the shared community spirit and to assist each individual homeowner to enjoy their homes in peaceful and amicable harmony with their neighbors. Such guidelines are vital to preserving the value of every home and every collective amenity for the common good of all condominium members.

Association - Any reference to “the Association” specifically refers to the Harbour Village Golf & Yacht Club Community Services Association, Inc., (The Master Association or Harbour Village CSA) a/k/a HVCSA.

Associations – Any reference to “the Associations” specifically refers collectively to the Harbour Village CSA, Harbour House, Links North and Links South, Oak Hammock, The Marina Association, River’s Edge, Riverwalk Condo and Riverwalk Courtyard.

Association Member – Any person who owns a condo unit within the Associations known as “Harbour House, Links North and Links South, Oak Hammock, The Marina Association, River’s Edge, Riverwalk Condo and Riverwalk Courtyard”.

Board of Directors – Any reference to the Board of Directors refers to the elected persons serving on the Board of the Harbour Village CSA, Harbour House, Links North and Links South, Oak Hammock, The Marina Association, River’s Edge, Riverwalk Condo and Riverwalk Courtyard.

The Boards of Directors of Harbour Village CSA, Harbour House, Links North and Links South, Oak Hammock, The Marina Association, River’s Edge, Riverwalk Condo and Riverwalk Courtyard Associations are responsible under the Declaration of each Association and therefore have established the following rules and regulations for the use and enjoyment of the facilities owned or controlled by them.

These rules and regulations are vital to preserving the value of the amenities for the common good of all Residents and Guests. They are subject to change by the joint approval of the entities stated above, as they deem necessary, and will be enforced uniformly.

Common Property (Elements) – All property as defined in the Declaration of Condominium that is held by the Associations and exclusive of that owned by the Unit Owners.

Guests– Those persons invited onto the property by a Unit Owner or a resident Lessee.

All Residents and Guests entitled to use certain Common Properties and facilities shall comply with these regulations. All Association Members are responsible for the actions of their lessees/tenants, invitees and guests at all times while on common property. All of these rules and regulations shall apply to all Unit Owners, Guests, Lessees, even if not specifically so stated in portions hereof.

Harbour Village Event – a/k/a HVE are those events to which all HV owners (which include guests or renters) are invited to attend. HVEs can be sponsored either by the CSA or by one or more unit owners.

Invitees and Guests of Residents – Are referred to as Guests.

Lessees/Tenants - Are referred to as Residents.

Management – Refers to the management company and its employees who are hired to manage the Harbour Village CSA, Harbour House, Links North and Links South, Oak Hammock, The Marina Association, River's Edge, Riverwalk Condo and Riverwalk Courtyard.

Resident – Refers to Association Members and all Lessees/Tenants, legally domiciled individuals such as family members, etc.

Unit Owner – Refers to an individual, corporate entity, or boat slip, either privately or collectively, within the Harbour Village CSA, Harbour House, Links North and Links South, Oak Hammock, The Marina Association, River's Edge, Riverwalk Condo and Riverwalk Courtyard Associations.

These rules and regulations shall be cumulative with the covenants, conditions and restrictions set forth in the Declarations of Condominium, Articles of Incorporation and By Laws of all Associations.

Nothing contained in these rules will serve to take precedence over the documents of each Association's individual Declaration, Article of Incorporation and Bylaws or the Florida Statutes, and the governing documents take precedence over any contradictory or interpretive issues.

RULES REGARDING USE OF COMMON PROPERTY (as applicable to CSA and/or Building Association)

The establishment of reasonable standards for use of Common Property serves to preserve and protect those areas for the benefit of all Associations members and those others that are permitted to use or access them. The Common Property is not to be used by any Resident or Guest for any purpose other than that which it was designed and intended for, or in any manner that would unreasonably interfere with reasonable use by others.

This document is not intended to be all inclusive of the recorded governing documents for the Associations.

All Association Members, Guests, Residents, Lessees and Unit Owners shall treat all other Association Members, Guests, Residents, and Lessees, Associations' staff, employees, management, and maintenance and security personnel with respect. And as such, shall refrain from, and be prohibited from engaging in any behavior and/or conduct which may be construed as threatening, abusive, profane or defamatory (as reasonably determined by the Associations' Boards of Directors).

1. The sidewalks, entrances, passages, and like portions of the Common Property shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Common Property; nor shall any carts, bicycles, carriages, chairs, tables or any other objects be stored therein, except in areas (if any) designated for such purposes. The hallways/walkways of all condominium buildings, sidewalks, driveways, and stairways shall not be obstructed or used for any purpose other than ingress and egress from the residence. Doormats, shoes, or other items shall not be placed or stored in the hallways/walkways, unless allowed by the individual Building Association.
2. Noise, which disturbs others, shall not be permitted if avoidable.
3. Toys and vehicles, such as tricycles, bicycles, skates, scooters, and the like which are ridden or propelled shall not be utilized on any balcony, or in any of the common areas of the grounds other than those areas which may be specifically designated for their use. The operation of such equipment in the garage area is prohibited at all times.
4. Bicycles are not permitted in the elevators or lobbies at any time, except to take bicycles to and from lessee's or owner's condominium. At present, bicycles may be stored in the areas so designated by the individual condominium.
5. No person shall be permitted to loiter or play in the stairways, walkways, lobbies, clubrooms, fitness center, elevators, or garage areas.
6. For the safety of all residents, there is to be no skateboarding or riding on a skateboard on any Harbour Village properties, but not limited to common areas such as boardwalks, pavilions, walkways, roadways, railings, pool areas, tennis courts, garages or parking lots.
7. No sign, advertisement, notice or other graphics or lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Common Property, except signs used or approved by the HVCSA Board. The above rule is not to prohibit commercial vehicles parked temporarily on common property for the purpose of providing service to the association or residents.
8. HVCSA Board, or their designee, is solely responsible for the placement of all community notices and announcements in the appropriate message centers on property. Common Property and Message boards within the Building Associations are governed by that Association's Rules and Regulations.
9. The HVCSA Board shall be solely responsible for directing and supervising employees of the Harbour Village Association. HVCSA employees are not to be utilized by Residents or Guests for personal errands.
10. Minor aged children are the direct responsibility of their parents or legal guardians, including full supervision of them while within the Harbour Village Property and Associations, ensuring full compliance by them with all of these Rules and Regulations.
11. Loud noises that cause disturbances to residents will not be tolerated.
12. Bathers are required to wear footwear and a dry cover over their bathing suits before entering enclosed recreation facilities, building lobbies or elevators. No wet bathing suits are permitted on the furniture in the lobbies or Clubhouse, Beach Club or on any Fitness

Center equipment.

13. Any personal belongings left unattended in or around the common property of the Associations will be collected and held by the Association. Any belongings not claimed within 30 days shall be disposed of or donated to a local charity.
14. Smoking is prohibited in all indoor areas of the associations' common properties including the elevators and punishable by State Law in accordance with the Florida Clean Air Act, Section 386.201 Florida Statutes. Elevators should be kept clean and free of sand and debris. Proper attire must be worn at all times (e.g. shoes, shirts, and cover-ups).
15. The equipment and furnishings of the Associations have been provided for the use and enjoyment of all Residents and Guests. Please use and enjoy them in a responsible manner, and do not remove them from their designated areas.
16. Responsibility for repair of damage caused to common areas including but not limited to elevators, walls, landscaping, appurtenances, properties or equipment will be that of the owner of the unit whose family, guest, or lessee caused such damage. The owner will be responsible for all costs.
17. Except for holiday lights or displays of the United States flag: no sign, signal, advertisement, or illumination shall be inscribed or exposed on or at any association.
18. No outside shades, awnings, or window guards shall be used, except those put up or approved by the Associations.
19. There shall be absolutely no flying of any type of remote controlled device while on CSA common property or over such property from within a residential condominium or public areas outside of the property without the approval from the Management Office.
20. Absolutely no feeding of birds or wildlife is permitted anywhere on HVCSA Association Property.
21. No parking of boats, trailers or recreational vehicles is permitted on the Common Property unless such parking was to be specifically designated by the HVCSA Board for such purpose. No parking of any vehicle without a current valid registration and tag is permitted. This rule shall not prohibit the parking of otherwise prohibited vehicles in the course of providing services to the Association property.
22. No repair of vehicles shall be made on common property except in case of an emergency.
23. All persons shall obey all posted traffic signage in and around the community and park only in designated parking areas.

24. Names or signs are not permitted, except in the space provided on the door of each residence. The Association will specify and procure identification signs for this use on the mailbox, directory, and intercom panel.
25. Common areas and limited common areas shall not be used for the storage of furniture or other personal property.
26. Beach and swimming attire may be worn only with appropriate cover-up in the elevator and in the lobbies.
27. The exterminator must be permitted entrance into each condominium by owners or occupants to insure maintenance of adequate control of bugs and insects.
28. Eating of food, drinking of beverages, and littering of any kind is prohibited in the lobby, elevators, walkways, and common indoor areas.
29. The Association and staff are not available to let workmen or decorators in your unit. Owners must make arrangements directly with work crews.
30. Scaling or the cleaning of fish in the common areas (including in the garage area) is strictly prohibited.
31. Unit owners may NOT adjust TEMPERATURE controls on pools and spas. Please notify the Association if there is an issue with the temperature.
32. Keep your units secure; however the Association must have reasonable access for repairs and immediate access for emergencies.
33. Owners who are absent should turn off the main water valve, water heater and small appliances.
34. Umbrellas located at the pools must be securely anchored, closed and tied when not in use.

TRASH & GARBAGE

1. Everything going into the trash chute MUST BE BAGGED in plastic and tied securely.
2. Incorrect disposal of garbage and/or trash may create a health hazard as well as creating noxious and unpleasant odors within a building. The following items must not be placed in the trash chute:
 - a) Wet or raw garbage
 - b) Items which are not bagged in plastic or otherwise securely wrapped.
 - c) Large bottles.
 - d) Cardboard cartons, including pizza boxes.
 - e) Untied or un-bagged diapers of any kind.
 - f) Paint or other hazardous materials.
 - g) Un-bagged animal waste.
 - i) Plants or wood.
 - j) Newspapers.

- k) Construction materials of any type.
- 3. Cardboard cartons and items too large to fit easily into the garbage chute (including boxes) must be carried to the trash room in the garage.
- 4. Large cartons, wooden boxes or crates, and bulky packing materials should be neatly stacked in the dumpster
- 5. The trash chute may not be used between the hours of 10:00 pm - 6:00 am.
- 6. Recyclables are to be picked up as per the posted schedule in the trash room. Dumpsters are not available for recyclable that day.

PETS

- 1. Unit owners may have pets appropriate to condominium living.
- 2. Indoor pets include cats, fish aquariums, and birds. They are limited to the confines of the unit within the boundary of the balcony.
- 3. Outdoor pets may include dogs and cats. A maximum of two outdoor pets per unit is allowed. The demeanor of the animal must be appropriate to condominium living.
- 4. Any pet leaving a condominium unit shall be adequately contained or leashed while in the common areas. A responsible person must accompany the animal at all times while the pet is beyond the unit and common areas.
- 5. Dogs are to be walked between the sidewalk and street and shall not be walked within 25 feet of a condominium building except for egress and ingress condominium property. No pet is allowed at the pool areas, clubhouses, beach club, golf club, tennis courts or other residential amenity areas.
- 6. Pet owners are responsible for cleaning areas soiled by their pet(s), and must pick up all solid wastes from their pet(s) and dispose of them in designated containers provided throughout the property. Inside trash receptacles are not designated containers.
- 7. No pet shall be bred for commercial use.
- 8. The condominium unit owner shall be responsible for damage caused by his pet or the pet of his guest to the common areas.
- 9. Outside pets must have required immunization and vaccination shots as recommended by the American Veterinary Association. Proof of shots must be shown on request.
- 10. Any pet that creates a nuisance to residents must be removed.
- 11. Renters, guests, and family members using a unit owner's unit are subject to the same rules of the owner. If you have pets, please encourage others not to bring pets when they visit and to keep the number of pets per unit at no more than two. A unit owner can restrict renters from bringing pets to the unit while renting.

POOL AND HOT TUBS

1. Rules for the pool and pool area will be posted at the pool area and will be enforced by the Community Services Association or the Building Association.
2. Pool hours: 7:00 a.m. to Dusk. These pools are located at the Marina Club (adjacent to the Pub), the Beach Club located on South Atlantic Avenue and the small pool in the Riverwalk Courtyard Homes.
3. A gathering of 20 or more people in the pool deck area is not allowed without notice or regulation other than by the general rules without having to enter into a private event agreement with the Association. This is defined as a gathering with no catering, no entertainment or table set up for more than 20 persons. If this occurs without authorization, a facility charge of \$200.00 will be charged. HVCSA parties are exempt.
4. Pool may be used by the owners, renters, and guests.
5. No lifeguard is on duty. Use the pool at your own risk.
6. Incontinent persons or persons who are not toilet trained must wear tight fitting rubber briefs or pants, designed to protect against leakage while swimming.
7. Minor aged children under 12 are the direct responsibility of their parents or legal guardians, including full supervision of them while within the Harbour Village Property and Building Associations, ensuring full compliance by them with all of these Rules and Regulations.
8. Shower off sand and salt water before entering the pool or building. Tar and oils must be removed from feet or shoes at beach entrance when using the Beach Club pool deck, prior to entering the pool area.
9. No breakable containers are not permitted on the pool deck/spa area. Plastic (non-breakable) containers for drinks are permitted and food is allowed only in designated deck areas. No drinking in the pool or in the spa.
10. NO DIVING!!!!
11. No running, rough play, or throwing, of any objects (Frisbees, balls, etc.).
12. Floats or boogie boards and remote control toys are not allowed in the pool. Fun noodles and life vests are permitted.
13. Animals are not allowed in the pool, pool area, or on the beach.
14. Hair longer than shoulder length must be tied up or worn in a cap.
15. Only bathing suits are to be worn in the pool.
16. Only battery operated devices are allowed in the pool area. Radios, audio or electronic devices must be maintained at a low volume as not to disturb others. Personal headsets are suggested.
17. Do not remove furniture from the pool area.
18. Cover chairs and lounges with towel or cloth when sunbathing.

19. Placing towels or other objects on chairs/lounges, except when you are in the pool cannot reserve pool furniture.
20. Cigarettes must not be stubbed out on the pool deck and must be disposed of in an ashtray, which then must be emptied into a trash container. Cigarette butts must not be left in the pool area.
21. All pool gates must be locked at all times for safety and security.
22. No one, at any time, may climb or jump over a fence on community grounds. This specifically includes the pool and hot tub areas.
23. Only AUTHORIZED personnel can adjust the pool or hot tub thermostats and controls. Unit owners, guests, and visitors tampering with controls at the pool (other than the timer on the hot tub) are specifically prohibited. Contact the Association Management for temperature adjustments.

FITNESS CLUB (EXERCISE ROOMS) & SAUNA

1. Minor aged children under 12 are the direct responsibility of their parents or legal guardians, including full supervision of them while within the Harbour Village Property and Associations, ensuring full compliance by them with all of these Rules and Regulations.
2. The use of exercise machines is at your own risk.
3. No radios or other audio devices (except which has been provided by the facility) are permitted. Personal headsets are acceptable.
4. Fitness Club hours are from 6:00 a.m. to 11:00 p.m.
Marina Club hours are from 6:00 a.m. – 9:00 p.m.
5. All weights must be returned to their appropriate racks when not in use.
The placing of a weight on an exercise machine or device to further increase its inherent resistance is strictly prohibited.
6. Never leave weights on bars.
7. Wipe down equipment after use.
8. Report damage or inoperable equipment to the CSA immediately.
9. The sauna is available for use between 6:00 am and 9:00 pm.
10. If you are inexperienced in using the sauna, it is important that you seek the advice of your doctor before you use it.
12. You must leave the sauna clean, turn all controls to zero, and turn off all of the lights.

RULES AND REGULATIONS FOR THE USE AND RESERVATION OF THE BEACH CLUB, MARINA CLUB AND COMMUNITY CENTER

GENERAL:

1. It is strongly recommended that minor aged children under 12 years of age be supervised by a responsible adult, parent, or guardian while inside the Beach Club or at the pool area unless engaged in a supervised activity to insure compliance with all established use guidelines is required.

Hours of operation are from 6:00 a.m. - 9:00 p.m. – Sunday through Thursday.
6:00 a.m. - 11:00 p.m. - Friday and Saturday.

The Beach Club will be open to 11:00 p.m. on legal holidays and three day weekends.

2. Employees and/or subcontractors of the Association shall not be expected to supervise minor aged persons of Residents or Guests.
3. Food products left in the refrigerator will be disposed of on a daily basis. Residents using the kitchen facilities are expected to clean up after themselves.
4. All persons entering the Beach Club must be appropriately attired including footwear, shirts and/or cover-ups over bathing suits. No one wearing a wet bathing suit may enter the Club Room or Fitness Center of the Beach Club.
5. No skateboards or rollerblades are permitted in the Beach Club or within the parking lot area.
6. No animals will be allowed in the Beach Club with the exception of service animals.
7. CSA assumes no liability for personal items that are lost, stolen or damaged while at the Beach Club.
8. Lockers are for day use only. If locks are not removed daily, CSA may have the lock cut and all items inside will be removed and bagged for pick up at the CSA management office. There will be a 30 day holding period at which time the items will be disposed of.
9. The Beach Club, including the pool and deck area is designated as a non-smoking facility.

HARBOUR VILLAGE EVENTS:

Harbour Village Events (HVE) are those to which all HV owners (which include guests or renters) are invited to attend. HVEs can be sponsored either by the CSA or by one or more unit owners. Reservations for HVEs made up to four months in advance. An HVE is exempt from closing times.

- a. An HVE shall have the right, once the event begins, to have exclusive use of the entire Beach Club facility, including the pool area. Sponsors and organizers of an HVE may begin preparations for the event within and around the Beach Club up to five (5) hours prior to the formal commencement of the event. To qualify as an HVE, the event must be for the sole use and benefit of HV residents and their guests and not for the benefit of or from sponsorship by an outside organization or vendor.
- b. No rental fee or clean up deposit shall be required for an HVE. However, the sponsors or organizers of the HVE shall personally agree to be financially responsible for damage, stains, breakage and similar occurrences not able to be restored by normal cleaning processes.

PRIVATE EVENTS:

The Board of Directors recognizes that from time to time Residents may wish to utilize the Beach Club for private events. Private events are those parties or functions that have restricted or limited invitations lists and are not open to the Associations' general membership.

October 1st – May 15th: The Beach Club may be reserved for a Private Event, excluding any holidays which fall during these months, upon application to the Management Office.

May 16th – September 30th: The Beach Club may be reserved for a Private Event, excluding any holidays which fall during these months, upon application to the Management Office for up to two weekend events per month (which may not occur on the same weekend). A weekend event would be one held on a Friday, Saturday or Sunday night.

Private Events which are scheduled Monday through Thursday must be during normal operating hours.

- a. It is the Board's intention to limit these private events so the amenities will be sufficiently available for the use and enjoyment of all Residents.
- b. Only the Club Room & Kitchen may be reserved for private events by Residents. The other areas of the Beach Club will remain open for other Residents' use during such events and cannot be reserved. The pool and exterior patio and deck areas cannot be reserved for private events. This includes the exercise room, sauna and steam bath/locker rooms.
- c. Schedules for HVCSA authorized and sanctioned events will take precedence over private event requests. A resident may entertain a maximum of 20 guests in the Beach Club without having to enter into a private event agreement with the Association. This is defined as a gathering with no catering, no entertainment or table set up that would seat more than 20 persons. If this occurs without authorization, a facility charge of \$200.00 will be charged.

- d. Reservations for private events may not be made more than three months (90 days) in advance. No CSA authorized event will take precedence over a private party event which is fully registered with the management office.
- e. Holiday and Extended Holiday Weekends are exempt from private event reservation.
- f. Reservations are on a first come, first serve basis. Private events held in the Beach Club will be limited to four (4) hours. Decorating for a reserved event shall not occur more than (3) hours in advance of the reservation.
- g. A Private Event Agreement must be executed by the Resident or tenant desiring to reserve the Beach Club Room for a private event. All provisions contained within the Private Event Reservation Agreement must be met.
- h. The event shall be hosted by the Resident who signed the Agreement and who shall be held responsible for the conduct of his or her guests.
- i. **RESERVATION FEE:** A non-refundable fee of \$100.00 will be charged for each private event.
- j. **SECURITY DEPOSIT:** A refundable damage deposit in the amount of \$300.00 is required a minimum of five business days in advance of the party.

After the event, the deposit will be returned following determination by the CSA Management that there has been no damage to the facilities. The cost for any damage or the need for special cleaning or repair due to the event will be deducted from the amount of the deposit. Damages beyond that amount are the responsibility of the Resident -host who signed the Private Event Agreement.

- k. Post-party clean-up is the responsibility of the Resident-host immediately following the event.
- l. Maximum number of persons for a private party is 73.
- m. The Beach Club cannot be reserved for commercial purposes, including fund-raising events, merchandise parties, and business events other than those sponsored or sanctioned by the Association. Private catering of HV events as well as private scheduled events is a permitted use of the Beach Club.

SPECIAL REQUEST EXEMPTIONS:

HV owners may petition the CSA Board of Directors for exceptions to the days, hours or frequency of either HVEs or Private Events. Such exceptions, if considered, shall attempt to balance the needs of all homeowners or enjoyment of and access to the Beach Club, as well as take into account security, safety, protection of property and expense associated.

CSA CLUBROOM and MARINA CLUBROOM RESERVATION POLICY

A gathering of 20 people in the Clubroom is allowed without notice or regulation other than by the general rules, but is not entitled to exclusive use of the room, which can only be obtained through a reservation or as part of an HVE Event.

RESERVATION FEE:

There will be a \$100.00 nonrefundable fee to cover the use of CSA furniture, kitchen equipment, etc. The maximum number of persons allowed will be limited to the Fire Marshall's occupancy rating as posted in the facility.

SECURITY DEPOSIT:

A security deposit of \$300.00 is required to reserve the requested date of reservation. After the event, the deposit will be returned following determination by the CSA Management that there has been no damage to the facilities. The cost for any damage or the need for special cleaning or repair due to the event will be deducted from the amount of the deposit. Damages beyond that amount are the responsibility of the Resident -host who signed the Private Event Agreement.

The clubrooms may be reserved a maximum of 90 days in advance. The CSA, on an individual basis, may grant special dispensation for weddings, bar mitzvahs, and other events that require more than 90 days of preplanning, if formally requested in writing. When the clubroom is reserved for wedding receptions, the bride or groom must be an immediate member of the resident's family, (i.e.: father, mother, sister, brother, son or daughter).

The property owner or lessee who must attend must make reservations. Owner or lessee will be held responsible for all aspects of the event being held. No reservations will be accepted for outside groups such as: civic, religious, political, or private clubs. No reservations will be accepted for commercial events. Alcoholic beverages shall not be served to minors (as defined by the State of Florida, Division of Alcoholic Beverages) and shall not be set up at an events primary set up for a minor's enjoyment. Reservations for the clubroom do not include the use of the pool area.

The Community Service Association will not be held responsible for supplies, equipment, food, beverage, furniture, etc., provided for the event before, during, or after the event.

Only one application per day for the clubroom will be accepted. The clubroom can be reserved only by the CSA on New Year's Day, New Year's Eve, Easter Sunday, Memorial Day, July 4th, Labor Day, Halloween, Thanksgiving, Christmas Eve, or Christmas Day. A copy of this POLICY is provided for each person reserving the clubroom.

HARBOUR VILLAGE PUB (GRILLE)

The Pub is an amenity unique to Harbour Village that operates under a private club liquor license. The Pub is owned by Harbour Village CSA and is operated independently by a private operator. The operator can change from time to time. The operation of the Pub is set forth in a contract between the parties (Operator and Owner).

It is therefore important that CSA comply with the restrictions of the license while keeping the Pub a welcoming place for all Owners, Residents and their guests.

A member registration process is as follows:

The wait staff will ask you for your Name and Member Number along with the number of guests in your party. Your member number will be a combination of your building and unit. For example:

Harbour House Building 700 Unit 999 = HH7999

Links North Wing B Unit 999 = LNB999

Links South Wing A Unit 999 = LSA999

Oak Hammock 9999 = OH9999

Rivers Edge Building 600 Unit 100 = RE6100

Riverwalk Condo Building 800 Unit 100 = RW8100

Riverwalk Courtyard = RWCTYD4353 (Your house No.)

It is necessary to provide your invited guests access for gate entry since the Pub will not be providing access to your guests.

USE OF THE TENNIS COURTS

1. Only tennis is to be played on the tennis courts. No skateboards, rollerblades, bikes, or scooters are allowed on the tennis courts. No pets allowed in court area.
2. Hours of use of the tennis courts will be restricted to 8:00 a.m. to 10:00 p.m. Prime Time is defined as Monday thru Friday mornings 8:00 a.m. – 12:00 noon.
3. Court times may be set aside for designated open play (open play is available to all HV residents and guests that show up to play). The times and number of courts allotted will vary according to season, demand, and availability and will be determined by a representative committee of tennis players chaired by a CSA Board member.
4. During night play, turn off court lights upon completion of play. The lights will shut off automatically at 10:00 p.m.
5. Tennis players on the courts must wear shirts, shorts, or comparable appropriate tennis attire in cooler weather, and rubber-soled tennis shoes. Wearing of sandals or flip flops on the courts shall not be permitted.
6. To preserve the condition of the courts, no smoking or eating is allowed on the tennis courts.
7. Residents may reserve courts in blocks of two hours, up to seven days in advance.
8. Play, other than league play will be limited to two hours when others are waiting and all courts are in use.
9. Leagues shall be pre-approved and registered with the Management office a minimum of 30 days prior to the commencement of the league play. League Tennis Teams will be restricted to no more than 3 or 33% of non-resident guests on the roster, whichever is less.
10. If team (league) play is scheduled, league play takes precedent over member play. Leagues may only use two (2) courts at a time for matches during Prime Time.
11. Team Captains are responsible for signing up their team on the reservation board for their scheduled matches. The CSA office will post a monthly league schedule next to the reservation sign-up board. If a league team schedules a make-up match on a “rain date” the captain needs to notify the CSA office to allow her to make changes to the monthly published schedule. The maintenance staff will place the “Reserved League Play” sign on the table between Courts 1 and 2.

12. No play is permitted while it is raining. Play may resume 30 minutes after heavy rain. If there is any standing water at any time, no play is permitted.

USE OF BARBECUE GRILLS

When barbecue grills are installed on the Common Property, the following guidelines will be enforced. Misuse or abuse of the grills or grill areas may be cause for the HVCSA Board to restrict grill use or remove the grills from the Common Property.

1. The barbecue grills are available for the use and enjoyment of all Residents and Guests. Please follow instructions for use posted at the grill area.
2. Grill users must clean barbecue grills after use.
3. All food debris must be bagged and removed from the barbecue grill area for disposal.
4. There will be no barbecue grilling on lawns or other areas not designated for such use by each association.

COMMUNITY ACCESS AND SECURITY

Harbour Village is a private community. Regulations concerning access control are designed to protect and promote a private community environment. The HV CSA Board is authorized to establish reasonable procedures for the administration of Community Access.

1. Access Devices are for Residents only.
2. If an Access Device is lost or stolen, report it to the management office. A replacement device may be purchased from Management Office. The lost or stolen device will be deactivated in the system so it will no longer operate.
3. When a unit is rented, it is the responsibility of the Resident to provide his or her tenant with the Access Device assigned to the unit.
4. The Vehicle Decal and Owner Guest Pass system instituted by the HV CSA Board is to be followed by all Residents and Guests entering the community.
5. All vehicles owned or leased by a Resident must be registered and bear, on a lower corner of the windshield, the current sticker being issued by the Management Office (out of state regulations may forbid anything being placed in the driver's side corner).
6. The Resident must fill out the Vehicle Registration Form and provide copies of the current registrations for each vehicle being registered.
7. An Owner Guest Pass is to be continuously displayed in plain view through the front windshield of the automobile/vehicle while the vehicle is on HV CSA property.

8. Unregistered and unidentified vehicles on HVCSA Property will be given a warning to be registered or to leave the property. The vehicle will be towed at the vehicle owner's expense if the warning has not been heeded within the time allotted as specified in the HVCSA Board's operating procedures.
9. Hours for contractors are: 7:00 a.m. to 5:00 p.m. – Monday through Friday. Saturday hours are from 8:00 a.m. to 12:00 noon. Contractors are not allowed to work on Sundays and Holidays unless it is an emergency such as a water heater or a/c repair. Please keep this in mind when scheduling work. Move In's and Move Outs are included in this restriction.
10. On the eve before Christmas, New Year's and Thanksgiving, no vendors or contractors will be allowed in the community after 3:00 p.m.
12. Lobby doors, garage doors and service entrance doors shall not be opened for unknown or unidentified persons. Do not allow such persons to follow you into the building. Advise security immediately if you see a suspicious person.
13. Viewing of any and all security cameras' recorded data is strictly prohibited. A written request can be made to Management to view the recordings for a specific date and time. Depending upon the request, such recordings will be reviewed on an individual basis only by persons authorized by Management.

UNIT OWNER KEY AUTHORIZATION AND ACCESS INCLUDING DELIVERIES

The Association is granted, by Statute [718.106(3), F.S., and 718.111(5), F.S.] the irrevocable right of access to each individual condominium unit. Such access must be during reasonable hours for the purpose of maintenance, repair or replacement of common elements or any portion of the unit for which the association is responsible. The Association may have access to units to make emergency repairs that are necessary to prevent damage to the common elements or to another unit, such as to repair a broken water pipe that could cause water intrusion to other units.

1. Each Unit Owner shall provide Management with a key to his or her unit to comply with the aforementioned Statute.
2. The Management will hold Unit keys in a secure, locked cabinet. The keys will only be used for Association access as allowed by law.
3. Because of security concerns, Management will not provide access to a Unit Owner's condominium for any purpose other than those outlined above.
4. If a Unit Owner desires other persons to enter his or her condominium while he or she is not on property, it is the direct responsibility of the Unit Owner to provide access.
5. In no event will the Security Staff be permitted to accept any keys, packages, envelopes, deliveries or any other items belonging to a Resident or Guest.

HURRICANE WARNING

A warning issued by the National Hurricane Center – A warning that sustained winds 64 knots (74 mph or 119 km/hr) or higher associated with a hurricane are expected in a specified coastal area in 24 hours or less. A hurricane warning can remain in effect when dangerously high water or a combination of dangerously high water and exceptionally high waves continue, even though winds may be less than hurricane force. All precautions should be completed immediately upon issuance of a hurricane warning. For the unit owner, these precautions at a minimum consist of removing all furniture or other items from balconies or terraces, and removing exterior ceiling fans and the screens, if any, on the glass sliding doors. Hurricane force winds can cause these items to become destructive air-borne missiles. If the path of the hurricane has been erratic, the warning may be issued only a few hours before hurricane conditions begin. Remove all vehicles and personal items from garages at ground level of property and seek shelter inland out of the path of the storm

HURRICANE ACCESS TO UNITS

When a Hurricane Warning has been issued for the Daytona Beach, Ponce Inlet areas, all hurricane preparedness will begin.

1. It shall be the sole responsibility of the Unit Owner to secure all terrace furniture/fixtures in the event of inclement weather.
2. A Unit Owner or occupant who plans to be absent during the hurricane season must prepare his Unit prior to his departure or designate a responsible firm or individual to care for his Unit should a hurricane threaten.
3. The Association should be furnished the name(s) of such responsible firm or individual so they can be reached in the event of hurricane damage to the Unit.
4. Any Unit Owner, who had not secured his or her terrace or balcony against the impending storm, will be charged a \$200.00 fee for an HVCSA independent contractor to remove the personal items from the terrace or balcony.
5. Any damage caused by HVCSA independent contractor in relocating these items is the responsibility of the owner.

MOVERS AND DELIVERY PERSONNEL - GENERAL

1. Moving and large deliveries shall be scheduled in advance through the Management Office. Only one elevator in each condominium building shall be available for use by movers and delivery personnel.
2. Elevator pads are required to avoid damage to the elevator interiors and installation of these shall be arranged for with Management at the time of scheduling.

3. Trucks are to back up to the building garage doors and unloaded through the garage to the back doors of the lobby. Only the padded elevator cab shall be used for the moving or delivering process.
4. All moving vans must park so as not to block accessibility to the front entrance or garage entrance of the building. All furnishings must be wheeled into the building through the ground floor parking level.

See Individual Building Association's rules and regulations if applicable.

GUESTS AND LESSEES

1. As stated in the Condominium Documents, and to comply with the rental sales tax laws of the State, and in order to preserve the residential nature of the Harbour Village Community for the Unit Owners, the Minimum Lease Period for any unit is 30 days or longer depending upon the Declaration of the Individual Building Association.
2. The HV Management Office is to be notified of the names and addresses of the Lessees and the dates for which the lease is to be active.
3. All guests and lessees must register themselves and their vehicles with the HV Management Office and provide a fully executed copy of the lease.
4. Persons leasing for an illegal periods of time shall not be issued a Guest Pass for their vehicle, and shall not park on the property.
5. Owners shall be responsible for the actions and behaviors of their Lessees and Guests as well as any damage caused by their Guests and Lessees to any of the common areas or common elements.
6. It is the Resident's and Unit Owner's responsibility to make sure that their guests and lessees are informed and follow these Rules and Regulations of the Association.

GENERAL RULES FOR COMMON ELEMENTS SPECIFIC TO INDIVIDUAL CONDOMINIUM ASSOCIATIONS

BALCONIES & WINDOWS

1. It is prohibited to throw cigarette, cigars, or any other object from balconies or windows.
2. It is prohibited to hang garments, rugs, towels, bathing suits, and similar items from windows, balconies or other common areas of the building.
3. The use of charcoal or propane grills is prohibited on balconies.
4. Washing down balconies or windows with a water hose is permitted only during a rain shower so as not to interrupt the enjoyment of those living below each condominium unit.

SECURITY OF YOUR UNIT

1. Lobby doors, garage doors, and service entrance doors shall not be opened for unknown or unidentified persons. Do not allow such persons to follow you into the building.
2. The Association should have a key to all units for use in case of emergencies. Anyone changing a lock or adding a lock must supply a key to be kept in the key vault. Should it be necessary for the Association to enter the unit under emergency conditions, the cost of forced entry, if a key is not available, will be the responsibility of the owner.

GARAGE & PARKING – GENERAL

There are two areas for parking. One is Garage and the other is outside. Both areas are regulated and are reserved for owners, guests, and lessees. Except when expressly permitted by written authorization from the Community Services Association (CSA) the following must be adhered:

1. Each owner is assigned one garage space.
2. Every owner is issued permanent decals for all authorized vehicles as long as each vehicle is licensed and registered in the unit owner's name.
3. Permanent decals will be displayed on the front windshield.
4. Temporary permits are available through the CSA. There are two types of temporary permits: Garage temporary permits and outside temporary permits.
5. Temporary permits must be hung on the front windshields "Rear View Mirror".
6. Unit owners may request and obtain from the Management Office no more than 2 temporary visitor passes. These passes may be used by visitors for no more than 2 consecutive days. Violation of the 2-day limit will be cited as a parking violation and risk towing and pass revocation. Owners are responsible for recovering passes from visitors; no replacements will be issued for lost or misplaced passes. Passes will be dated and require annual renewal, will bear the owner's name and unit number, and be color-coded for easy recognition as owner-controlled temporary passes.
7. **Note:** owners who lease their units relinquish entitlement to temporary visitor passes to their renters, consistent with FL statute, unless that entitlement is specifically withheld in the lease, in which case renters cannot use the owner's passes. If owner passes are conveyed to renters, the owner is responsible for recovering them at lease expiration.
8. Vehicles must be parked between the lines and front in only. Do not back in unless specifically allowed in the Individual Building Association.
9. Owners and lessees (displaying the proper decal or permit) are permitted to park in the garage in their assigned space. Second vehicles (also displaying the appropriate decal or permit) may park in any outside place unless otherwise permitted inside by the Building Association.
10. Guests must park outside and are forbidden to park in the garage except in the event that an owner's vehicle is absent from the property. In this instance only, the guest displaying the appropriate decal or permit) may park in the owners assigned space.

11. No commercial vehicles, boats, house trailers, Jet Ski trailers, motor cycle trailers, mobile homes, campers or trailers of any description shall be parked in any parking space except with written consent of the CSA. This prohibition of parking shall not apply to the temporary parking of trucks and commercial vehicles, such as for pick-ups, delivery and other and other such services as may be necessary for the maintenance and service of the condominiums and common areas.
12. ALL VEHICLES MUST BE REGISTERED WITH THE CSA OR BEAR A PASS.
13. Parking in the "Handicap" space in the garage is restricted to owners or lessees with appropriate official tags or license plates. Vehicles of Guests and visitors with such identification must park outside in the designated space(s) unless otherwise noted by the Individual Building. . VEHICLES IN VIOLATION ARE SUBJECT TO ENFORCEMENT INCLUDING TOWING AT THE VEHICLE OWNER'S EXPENSE.
14. Owners not using their assigned garage space may make said space available to others by notifying the CSA in writing. Owners are responsible for guests and lessees.
15. Never follow another car through the garage opening when entering or leaving the garage.
16. Storage of any kind (e.g. beach chairs, boxes, furniture, etc.) is prohibited in any parking space, unless provide for in the Building Association.
17. Grocery carts are available for the convenience of all. Promptly return them to the designated area when not in use.
18. Skateboarding, rollerblading, and bike riding are prohibited in the garage.
19. No car repairs are permitted in the garage including refueling and oil changing. Hot starts are permitted.

STORAGE ROOMS (if available in your building)

Secured assigned storage rooms are available in designated areas in each building. Hazardous or flammable materials may not be stored anywhere on the property. Nothing should be stored on top of the cages.

RULES FOR COMMON ELEMENTS SPECIFIC TO INDIVIDUAL CONDOMINIUM ASSOCIATIONS

This section refers to areas that are owned, and enjoyed, in common by all Unit Owners in the Individual Condominium Associations of Harbour Village. The establishment of reasonable standards for use of the Common Elements serves to preserve and protect those areas for the benefit of all Condominium Association Unit Owners.

SPECIFIC TO LINKS NORTH ONLY The Original Declaration of Condominium recorded on March 12, 2003 in Book 5033, Page 496, PRVCF.

MOVE IN/OUT PROCEDURES

Prior to Moving in/out of Unit:

1. In advance (1 to 3 days) of the move, the Unit Owner is to coordinate with the Links North Management office (386-760-3434) and provide information such as date/time of move or delivery, rental agreement (if applicable) name and phone number of the moving contractor.
2. The Unit Owner must sign an acknowledgement of building move procedures and *pay a refundable \$250 damage deposit*.

Moving in/out/Procedure:

1. The Links North Management Company (LNMC) will post a notice at least 24 hours in advance of the move to inform residents of elevator use.
2. Once the moving contractor arrives, the driver (or person in charge) must meet with the LNMC and provide a copy of their driver's license and coordinate the move specifics. If an elevator is to be used, the contractor will be given an elevator key and pads. He or she will also be informed of damage responsibilities and how to dispose of boxes, trash or hazardous waste.
3. Once the move is complete, the LNMC will conduct a damage inspection. If no damage has occurred, the contractor will then return elevator keys, pads and will receive his or her driver's license. Also, the damage deposit would be returned to the Unit Owner.
4. If the move takes place on a weekend or after normal business hours, the Unit Owner will act for the LNMC and provide the necessary information to the moving contractor. They will also be responsible for informing the moving contractor of the LN move procedures and reimbursing the cost of repair for damage resulting from the move.

Other Factors to Consider:

1. If the elevator is used, the contractor will use the key to lock out the elevator to load and unload only. At all other times, they will release (unlock) the elevator for use by the residents.
2. Unit Owners are ultimately responsible for reimbursing any damage caused to the LN building, facilities or grounds resulting from their move.

3. Because of the LN garage height restriction of 7 feet, Unit Owner's and moving contractor are encouraged to promote the use of low/flatbed trucks/vans that will be able to enter the garage and drive up to the proper floor.
4. The move must be coordinated with other moves and construction projects.
5. Moving/furniture delivery trucks are not to park in such a position that results in blocking resident's entrance into or exit from the garage.

GENERAL - LINKS NORTH

1. All motor vehicles must be properly registered with the CSA office by completing vehicle registration forms and providing current state registrations for each vehicle being registered.
2. All motorized vehicles must be operational (in running condition). They must also be registered with a current visible state license plate/tag.
3. If your vehicle/bicycle is placed under a cover, you must display the owner's name, unit number and current registration information of said vehicle/bicycle on the cover.
4. Owners are allowed two CSA decals for automobile/truck. Decals are to be placed in the lower driver's side of the front windshield. Owners are allowed only two (2) motorcycle decals which are to be placed somewhere easily visible on the motorcycle.
5. No vehicle/bicycle, which include extended bumpers, hitches, tailgates, bike racks, and other attached items, shall be parked in such a manner or in an area as to obstruct the safe, free flow of traffic into and out of the garage AND SHALL NOT EXTEND PAST THE TRAFFIC LANE SIDE OF THE COLUMNS.
6. Only one (1) vehicle is allowed in each regular parking space, whether that vehicle is an automobile, truck, van or motorcycle.
7. Non-identified vehicles and those in violation of the rules shall be subject to towing/removal at the owner's expense.

MOTORCYCLES AND TWO WHEELED MOTORIZED VEHICLES (MOPEDS & SCOOTERS)

1. Motorcycles must be parked in ANY striped area on ANY floor ONLY.
2. Motorized dirt bikes or the like are NOT allowed in the garage.

BICYCLES

1. Each unit bicycles must be stored/parked in the garage in the designated areas or bicycle storage rooms. Bicycles may be stored/parked in the bike room across from the exercise room on the A wing first floor and the bike room on the C wing first floor. They may also be stored/parked on the 1st floor C/D wing in the designated BIKE RACK SPACES ONLY. They can NOT be placed in the striped parking area or in front of your vehicle.
2. All bicycles must be properly identified on a tag, document, etc. (visible) as to the owner and unit number. They must also have a visible colored wrap tie attached to the handle bars, which will be issued and changed annually. They must be in operational status.
3. **REMEMBER RIDING BICYCLES IN THE GARAGE IS PROHIBITED-** Use the

elevator.

4. Annually or more often as needed, there will be an inventory conducted as to the identification tags, etc. on the bicycles. Bicycles will be removed if they are NOT properly identified and/or inoperable. It is your responsibility to assure that the bicycle is operable and properly identified with unit number and name.

OTHER ITEMS

Doors, Hardware & Items in front entry way:

1. All door hardware including but not limited to deadbolts will have the identical finish material, i.e. style, type and color as the originally installed hardware. If the hardware is replaced, it will be polished brass or fabricated brass finish. The handle will be of the lever type, NOT a knob. You may have a keyed (lockset) with a combination dead bolt provided it complies with the above criteria. The numbered unit identifying plate will be uniform and conforming to the standard provided by CSA and if a replacement is required, LN will replace the damaged numbered unit identifying plate.
2. The only items permitted in front of the condo unit and/or on the front door, may be a wreath and a floor mat. No other items, plants, or appurtenances, etc. will be permitted.

Storage Rooms on Floors 2 through 7

- Each storage area is shared with 14 units. (Be thoughtful of your neighbor)
- Beach related items such as folding chairs, umbrellas, fishing poles, coolers, etc. are the ONLY items that may be stored here.
- Items must be stored in stackable plastic containers and labeled with the owners' name and unit number. Cardboard containers draw moisture and mildew, bugs and are NOT allowed. These areas are checked and any cardboard items will be removed; if damaged is caused you will be charged.
- Paint and other flammable products are NOT allowed to be stored anywhere on the property. Propane can NOT be stored.

Garage and Parking

- The garage and parking spaces within the garage are for the sole use of homeowners, renters/lessees only.
- The speed limit is **10 mph**.
- Skateboarding, rollerblading/skating and bike/scooter riding are prohibited in the garage.
- Decals are required on all vehicles parked in the garage and are obtained from CSA. Any car without a decal may be towed at the owner's expense.

- Temporary decals are also required for visitors and renters.
- No commercial vehicles, boats, trailers of any kind, mobile homes or campers shall be parked anywhere on Links North property including interior and exterior guest parking spaces.
- Storage of personal items of any kind (e.g. beach chairs, boxes, furniture etc.) is also prohibited in common areas including the garage.
- Storage of flammable materials is strictly prohibited anywhere on the property.

Pool and Hot Tub

Parents are responsible for the conduct and safety of their minor aged children under the age of 12 and guests at all times in the pools (indoor and outdoor). No diving, running, rough play or throwing objects is allowed in the pool areas.

Incontinent persons or persons who are not toilet trained must wear tight fitting rubber briefs or pants, designed to protect against leakage while swimming.

All residents, renters/lessees and guests are required to shower off before entering the pool or hot tub.

GUIDELINES FOR LEASED UNITS

1. A valid Ponce Inlet rental license must be presented as evidence of compliance with the town ordinances (town enforced).
2. The minimum period for leasing a LN Condominium is ninety (90) days.
3. A copy of the lease must be submitted to the Management Company (CSA) at least two (2) weeks prior to the proposed commencement date of such lease.
4. If the management company (CSA) or any unit owner has any doubts about approval of a lease, a Links North Board member is to be consulted for final approval.
5. The owner or their agents must confirm that the tenant will be given a complete copy of all the current Links North rules/regulations.
6. The owner must be told that they will be held responsible for any violations of the rules and regulations by the tenant.
7. Every vehicle must have a temporary parking pass and pass shall be issued prior to approval of the lease.
8. Failure to comply with the above may result in the lease being voided and a petition through the courts for the eviction of tenants.

SPECIFIC TO LINKS SOUTH ONLY –The Original Declaration of Condominium recorded on December 31, 2003, Book 5235, Page 3317, PRVCF.

GENERAL

1. Ads placed on the mailroom bulletin board must be dated and removed 30 after posting. The maximum size limit is 8 1/2" x 5 1/2."
2. Gas and charcoal grills are prohibited. Electric grills may be used on patios.
3. Hanging towels from balcony rails is prohibited.
4. Owners are responsible for informing Guests and Tenants of all Rules. Owners are also financially responsible for damage caused by Guests and Tenants.

PRIOR TO MOVING IN/OUT OF UNIT:

1. In advance (1-3 days) of the move, the Unit Owner is to coordinate with the CSA Management office (386-760-3434) and provide information such as date/time of move or delivery, rental agreement (if applicable), name and phone number of the moving contractor.
2. The Unit Owner must sign an acknowledgement of building move procedures and pay a refundable \$250 damage deposit.

MOVING IN/OUT PROCEDURE:

1. The Links South Management Company (LSMC) will post a notice at least 24 hours in advance of the move to inform residents of elevator use.
2. Once the moving contractor arrives, the driver (or person in charge) must meet with the LSMC and provide a copy of their driver's license and coordinate the move specifics. If an elevator is to be used, the contractor will be given an elevator key and pads. He or she will be informed of damage responsibilities and how to dispose of boxes, trash or hazardous waste.
3. Once the move is complete, the LSMC will conduct damage inspection. If no damage has occurred and no mess is to be cleaned up, the contractor will then return elevator keys, pads and will receive his/her driver's license. Also, the damage deposit will be returned to the Unit Owner.
4. If the move takes place on a weekend or after normal business hours, the Unit Owner will act for the LSMC and provide the necessary information to the moving contractor. They will also be responsible for informing the moving contractor of the LS move procedures and reimbursing the cost of repair for damage resulting from the move.

OTHER FACTORS TO CONSIDER:

1. If the elevator is used, the contractor will use the key to lock out the elevator to load and unload only. At all other times they will release (unlock) the elevator for use by the residents.
2. Unit Owners are ultimately responsible for reimbursing and damage caused to the LS building, facilities or grounds resulting from their move.
3. Because of the LS garage height restriction of 7 feet, Unit Owner's and moving contractors are encouraged to promote the use of low/flatbed trucks/vans that will be able to enter the garage and drive up to the proper floor.
4. The move must be coordinated with other moves and construction projects.
5. Moving/furniture delivery trucks are not to park in such a position that results in blocking resident's entrance into or exit from the garage.

GUIDELINES FOR LEASED UNITS

1. A valid Ponce Inlet rental license must be presented as evidence of compliance with the town ordinances (town enforced).
2. The minimum period for leasing a LS Condominium is ninety (90) days.
3. A copy of the lease must be submitted to the Management Company (CSA) at least two weeks prior to the proposed commencement date of such lease.
4. If the Management Company (CSA) or any unit owner has any doubts about approval of a lease, a Links South Board member is to be consulted for final approval.
5. The owner or their agents must confirm that the tenant will be given a complete copy of all the current Links South rules/regulations and confirm receipt and understanding by signature.
6. The owner will be held responsible for any violations of the rules and regulations by the tenant.
7. Every vehicle must have a temporary parking pass and pass shall be issued prior to approval of the lease. All guidelines for parking in the garage will be adhered to.
8. Failure to comply with the above guidelines may result in the lease being voided and a petition filed through the courts for the eviction of tenants.

GENERAL

1. Ads placed on the mailroom bulletin board must be dated and removed 30 days after posting. The maximum size limit is 8 1/2" x 5 1/2".

2. Gas and charcoal grills are prohibited. Electric grills may be used on patios.
3. Hanging towels from balcony rails is prohibited.
4. No smoking is allowed on any of the common areas within the footprint of Links South, including the garage and outdoor pool.

GUIDELINES FOR COMMUNITY ROOM RENTALS

COMMERCIAL FUNCTIONS

1. Persons requesting use of room must be a Links South resident and must be in attendance during the duration of the meeting/function. Religious and political functions are strictly prohibited.
2. Functions involving sales of any kind will be charged \$50 per hour and must be held
3. Monday – Friday from 9:00 a.m. – 5:00 p.m. only. Private social functions must pay \$50 for the use of the room. Rooms will be reserved only after these fees and deposits have been submitted to the Management Office.
4. In addition, a Security/Damage Deposit of \$250.00 must be paid for all functions. This is not a cleaning deposit and Owners are responsible for all clean up directly after function has ended.
5. The room would be made available during non-holidays, weekdays, and Saturday mornings. (Links South activities would have preference if there were conflicts).
6. Residents may not rent the facility more than 4 times in a month.
7. Resident understands and agree that those attending must park in CSA parking area and walk to Links South. NO codes are to be given out to attendees.
8. Rooms must be left clean and in original condition. Chairs and tables must be replaced to original location and all food/drink items must be cleaned up and properly disposed of.

BICYCLE IDENTIFICATION REQUIREMENTS:

The Board of Directors has approved a requirement that all bicycles stored in the building be tagged with, at a minimum, their owner's unit number. Some may wish to include their name and phone number, but only the unit number will be required. Currently, we plan to leave the method of tagging the bicycles up to each owner. Some suggestions are:

1. Using a permanent black marker to write the unit number on a piece of masking tape, and putting the tape on the bike in a prominent location.
2. Putting the information on a luggage type ID tag, and hanging the tag from the seat, frame or handlebars.

3. Obtaining the type of imprinted or engraved plastic tag sold at some Wal-Marts and attaching it to the bike.

The only requirements are that the tag be in a prominent location, that it be legible and that it displays the unit number to which it belongs.

In addition to the above, all bicycles will also be affixed with color coded zip ties which will change annually.

ALL UNIDENTIFIED BICYCLES WILL BE CONSIDERED TO BE ABANDONED AND WILL BE DISPOSED OF.

STORAGE OF PERSONAL ITEMS

1. Bicycles must be kept in designated bicycle storage rooms on the first floor. Bicycles may not be ridden up or down garage ramp or in elevators.
2. All items stored in the storage room on each floor must be in stackable, plastic containers and must be labeled with Owners name and unit number. All other items not properly stored will be removed and discarded.
3. In the main storage room (D Wing 1st floor), all items must be stored inside your designated storage locker. All items stored outside of or on top of storage cage will be removed per the Fire Marshall.
4. Personal items may not be left at your front door such as shoes, chairs, towels, fishing poles, boogie boards, skateboards, etc. A door mat and a wreath are the only items allowed at your front door.
5. Personal items may not be stored in or in front of your parking spot in the garage.
6. Patios and balconies shall not be used to store items such as coolers, beach toys, kayaks, etc.

Guidelines for Owner's Responsibilities

(see the Links South Declaration of Condominium for the full legal description)

- I. **Interior Elements:** Owners are responsible for interior elements that they insure and it is essentially on a 'no-fault' basis. Generally speaking, that is everything interior of the exterior wall or ceiling drywall including paint, but the responsibility for the drywall itself depends on the circumstances.
- II. **Exterior wall or ceiling Drywall:**
 - a. **Owner Responsibility-** All damage due to an internal leak, fire or smoke or from an adjoining condo or a non-common pipe or electrical service that is dedicated to servicing an individual unit.
 - b. **Association Responsibility-** Damage from a 'common element' such as a roof leak or a main drain pipe; but the owner is always responsible for the paint, carpets, drapes and furnishings.
 - c. **Drywall replacement** is warranted if it loses integrity and is easily deformed when pressed or becomes brittle to the touch after being wet. The Owner is responsible for painting the repaired drywall.
- III. **Dedicated Plumbing and Electrical:** Owners are responsible for the repair of services that are dedicated to their unit. That includes a plumbing pipe or electrical line that connects a condo to the main common drain or electric service. In the case of a p-trap under a toilet or tub/shower that is leaking, the owner's repairman may have to gain access to the condo below and remove drywall to repair the pipe. The Owner of the leaking pipe is responsible for all of this repair cost.
- IV. **Damage from Adjoining Condo:** damage due to leaks, fire or smoke from an adjoining unit is the damaged owner's responsibility on a 'no-fault' basis but the damaged owner may have legal recourse if negligence was involved. For instance a leaking pipe in an adjoining unit was not promptly repaired.
- V. **Windows, Screens and Doors** are always the Owner's responsibility.
- VI. **Wind and Wind Driven Water:** The Owner is responsible for all interior damage.
- VII. **Common Elements and Building Exterior:** The Association is responsible, except for individual condo windows, screens and doors; but including the roof, common plumbing, common electrical and the common areas.

Any expense for the maintenance, repair or replacement relating to common elements (i.e., roof, garage, community rooms, terraces, balconies and verandas) due to negligence or misuse by a unit owner, his tenants, guests or employees shall be the unit owner's responsibility for the cost of the repair.

- VIII. **Owner Replacement of Limited Common Elements (outside parts):** Door handles and deadbolts must be replaced with Weiser brand 'or equal' (very similar style and finish) to match in 'Bright Brass' finish. Anything else would be a "modification" which requires review and approval per the documents.
- IX. **Architectural Review Committee [ARC]:** If there is a question about meeting the 'or equal' specification the ARC has final approval. If an owner replaces something that doesn't match existing finishes a Violation Notice will require them to remove and replace it.
- X. **Replacement of Windows and Doors** will be coordinated by the Management Company to insure the proper products are used and installed correctly.
- XI. **Insurance:**
- a. When purchasing an HO6 Insurance policy the Owner needs to understand exactly what the policy will insure and that it covers your responsibilities as outlined in this document and the legal descriptions in the Declarations of Condominium.
 - b. State law requires a minimum of \$2000 coverage for Special Assessments due to a casualty loss. This is an important coverage provision that varies greatly from company to company and some allow this coverage to be increased at a nominal cost.

LINKS SOUTH GARAGE PARKING RULES

1. There are two parking areas, inside the garage and outside. The garage is for use by Owners and Lessees only and Guests must park outside. Outside parking is governed by the Community Services Association and proper registration is required.
2. Each condominium unit is assigned one [1] parking space inside the garage.
3. Each condominium unit owner is issued up to two [2] permanent parking permit decals upon presenting a copy of a current vehicle registration. The decals must be permanently affixed to the inside of the windshield on the driver's side, if possible.
4. Lessees may be issued up to two [2] temporary parking permits upon presenting a valid lease and a copy of a current vehicle registration. These permits must be displayed by hanging from the rear view mirror with information clearly visible from the front.
5. Guests must obtain a temporary parking permit by registering with the Management Office or on a weekend, by calling Security at 386-299-8286. If arriving at night and Security is not on duty you must obtain a permit early the next morning. The permit must be displayed by hanging from the rear view mirror. Guests may not park inside the garage unless it is in the Owner's assigned space and the Owner parks a 3rd car outside.
6. Owners or Lessees not using their assigned space may make it available to other owners by notifying the Management Office in writing or via e-mail.
7. Owners and Lessees should not use an unassigned space in lieu of their assigned space. If there are issues with the assigned space contact the Management Office.
8. Unassigned parking spaces are limited and are for parking of Owner's and Lessee's second vehicles. No more than one [1] unassigned space may be used by an Owner or Lessee.
9. Vehicles must be parked between the lines and inside the garage shall not extend beyond the pillars. Cars extending beyond the pillars, including trailer hitches, bike racks, etc., are a safety hazard that interferes with traffic and if the violation continues after a reasonable warning, it will be towed.
10. No commercial vehicles, boats, trailers, mobile homes or campers of any description shall be in any parking space. This prohibition does not apply to temporary parking for companies servicing a condominium or common element or for the loading or unloading of a vehicle.

11. Owners are responsible for guests and lessees following the parking rules.
12. For safety reasons it is not recommended to follow another vehicle through the garage roll up gates or other security devices without activating the remote control.
13. Items allowed in assigned parking spaces [not allowed in unassigned spaces] include; properly registered and permitted cars, motorcycles, scooters and golf carts. No other personal property is allowed. In no case can any parked vehicle be outside the lines or beyond the pillars.
14. Up to two [2] properly registered motorcycles and scooters may park in the yellow striped area at the corner of each parking level.
15. The following are strictly prohibited within the garage:
 - Vehicle maintenance or refueling
 - Bike Riding
 - Skateboarding
 - Rollerblading or roller skating
16. Storage of vehicles in unassigned parking spaces is prohibited and any vehicle not moved for 60 days will be deemed to be stored, unless the Management Office is informed and the Board of Directors allows a waiver.
17. Owners of vehicles leaking fluids will be assessed a clean-up fee and parking privileges will be suspended until repairs are completed. If the vehicle owner ignores notices the vehicle will be towed.
18. At the owner's expense, vehicles in violation of these rules will be towed and improperly stored items will be removed.

SPECIFIC TO RIVER'S EDGE BUILDING 500 ONLY – The Original Declaration recorded on August 23, 2001, Book 4733, Page 4043, PRVCF.

PARKING AND STORAGE SPACES

1. Building 500 has one less floor than the other Rivers' Edge buildings, but, the number of parking spaces inside the building is the same as the other five (5) buildings in the association. The effect of this construction anomaly was to produce eight (8) (the number of units on a floor) "extra" parking spaces which were not assigned to any unit under the Declarations requirement that each unit be assigned one covered, in-building parking space.
2. When the building 500 units were sold, the developer decided to make these extra parking spaces available to certain building 500 unit owners who were willing to pay monetary consideration to the developer for the right to use the extra spaces. The attached list shows the units to which these spaces were assigned. Even though the confirmation letter is dated October 28, 2003, consideration was paid and possession of the spaces taken on or about the time of closing of each unit.
3. No documentation relating to these spaces was exchanged between the developer and these unit owners, other than an additional line item on each owners closing statement reflecting the consideration paid. No documentation exists reflecting the nature of the interest which changed hands, that, whether the intention was for this to be deeded property, a lease, an easement or a use right.
4. Unit owners in building 500 who are in possession of an extra parking space and/or storage cage have the right to convey amongst themselves the rights to use the extra parking spaces/storage cages as long as the spaces/cages are used by building 500 unit owners. Recognizing the extra spaces are Association property, the owner has a user right. The Board acknowledges that if an extra space is not formally assigned to a building 500 unit, the unit owner can have up to six months to find another building 500 unit owner who would be willing to pay for the right to use a second place, before the use right reverts to the Association.

SPECIFIC TO HARBOUR VILLAGE MARINA ONLY – Original
Declaration recorded on August 23, 2001, Book 4733, Page 4382, PRVCF.

**GENERAL RULES AND REGULATIONS SPECIFIC TO
HARBOUR VILLAGE MARINA**

1. No one can own a slip and be a member of the marina association unless they also own a residential unit within HV. If a member sells his residential condo unit, he ceases to be eligible, and must either sell the slip with the condo unit, or immediately proceed to put his slip up for sale (either listing it or advertising it himself). The association will permit use of the slip for a grace period of no more than 90 days following the sale of the condo unit
2. The documents and the incorporated rules provide that use of a marina slip is limited to (a) the owner; (b) his temporary guests; and (c) his qualified lessees. Qualified lessees are persons who own or are leasing residential units within HV.
3. Exceptions to (1) and (2) are allowed in the Declaration only for members of a Yacht Club formed within Harbour Village.
4. Guest use of a member's slip requires the member to notify the dock master in advance, the registration of the guest vessel on the marina's form, including acceptance of the rules and regulations, and a showing of evidence of insurance coverage. The definition of "temporary" is a matter of days, not months.
5. Slip owners must ensure that their guests are aware of HV access and parking regulations, and arrange for passes from the Dockmaster and/or Management Office as required. No guarantee of access to HV or to park vehicles can be given without a pass.
6. Prohibited activities on the docks include: any riding of bikes, scooters, skateboards, mopeds or motorized transport of any kind, minor aged children age 12 and under without a responsible adults(s) accompanying, cleaning of fish in the slips or docks except in designated areas, loud or disturbing music, and any other activity likely to disturb other boats or residents.

COMMERCIAL USE:

The units shall be used only to dock boats and for no other purposes and there shall be no commercial use made of the units, no commercial boats (i.e., boats used for commercial purposes).

A unit owner shall remove any third party from the unit who fails to comply with the terms and conditions of this declaration or the rules and regulations of the Association. In the event the unit owner fails to remove such third party, the Association...may take such action as it deems appropriate to accomplish removal of such party...at the expense of the unit owner.

HARBOUR VILLAGE MARINA LEASING/GUEST USE/GUEST SLIP RULES

Temporary Guest Use

Owners of slips may authorize a guest to temporarily use their slips for periods not to exceed one month, provided that:

1. The dock master has been notified *prior to* the guest boat's arrival.
2. The guest fills out a marina registration form, and furnishes proof of insurance for the marina files, including acknowledging receipt of a copy, and agreement to adhere to, the marina rules and regulations.
3. In the event of material violation by the guest of the marina rules and regulations, or the continued violation of any such rule or regulation after notice, the dock master, after notice to the slip owner, and with the approval of the President of the Association, or in his absence, any other Director of the Association, may require the guest to remove his boat from the marina.
4. All guests will adhere to the marina regulations limiting live aboard vessels.
5. The dock master will have the authority to make reasonable interpretations of the rules and regulations as they apply to all vessels in the marina.

Transient Guest Slips (X-docks)

Residency or ownership of a residential unit within Harbour Village *DOES NOT* entitle a boater to use of the guest dock/slips. Use of the guest dock and slips is limited to slip owners, guest of slip owners, parties with business with the marina dock master, and reciprocal use guests from member yacht clubs, and each of which requires notice in advance and approval of the dock master.

1. Any slip owner may request casual use of an X-dock or slip during daytime hours for himself or his guest at no charge, subject to availability. This request must come *in advance* from the slip owner, and **NOT** from a guest boater. Claims of "my brother lives in building 4" or the like, true or not, do not entitle a boater to use the docks.
2. Slip owners will not be given use of a guest dock/slip if the purpose is to allow a nonresident vessel to use that slip owner's slip.
3. All requests for use will be honored on a first-come, first-served basis, except that free daytime use has a lower priority than a request for a paid overnight use, and such free use privilege is not intended for repeated or routine use by the same vessel.
4. Overnight use of the guest docks/slips is available upon request, in advance to the dock master, from a slip owner for his guest, at slip fees assessed at the prevailing rates established by the marina board, and paid at docking.

5. Overnight use is also available to members of yacht clubs offering reciprocal use privileges to Harbour Village slip owners. Advanced notice and/or permission of the dock master are required, and established fees will be paid at the time of docking.
6. In all circumstances, overnight use of the guest docks/slips shall be limited to three consecutive days, and no more than five days in any calendar year. Exceptions to this policy must have advance approval from the dock master and the President of the Marina board, or in his absence, any other Director of the Association.

Leasing:

Owners of slips may lease their slips to Qualified Lessees under the following conditions:

1. All leases shall be on a form provided by the marina, which contains provisions advising the lessee of the marina's right to enforce its rules and regulations against the owner and lessee. All leases shall terminate automatically by the passage of title from the subject slip owner to a third party.
2. The definition of Qualified Lessees includes all current owners or lessees of any residential unit within Harbour Village, provided such person(s) have executed a lease with the slip owner on the form provided by the marina and such lease has been approved by the Marina, and:
 - a. The lessee fills out a marina registration form, furnishes proof of insurance for the marina files, including acknowledging receipt of a copy of the marina rules and regulations.
 - b. The lessee agrees to adhere to the marina regulations limiting live aboard vessels.
3. The term of a lease from a slip owner to a Qualified Lessee may not be for a term less than one month nor more than one year nor, if such is leasing his residential unit, the expiration of that residential lease..

HARBOUR VILLAGE MARINA ASSOCIATION RULE CHANGES ADOPTED MAY 9, 2007

BOAT LIFTS:

The use of boat lifts is permitted within the marina. Owners wishing to construct lifts are required by the documents to obtain approval from the Board, which will generally be automatic if the lift and its position within the slip conform materially to the prevailing design already in use in the marina. No part of the lift can extend beyond the end of the slip, and its design must allow vessels, when docked and lifted, to extend no more than 2' past the end line of the slip. The design must avoid features that have the potential to severely impact the vista of the marina from the residential condos, or from anyone looking down the docks observing an approaching vessel. In general, the use of boat lifts must not unreasonably impair the rights of others.

1. When docked with any vessel, or when left vacant but raised during an absence of its vessel, the bottom element of the lift platform must be no more than 18" above mean high tide water level.
2. The dockmaster will mark a convenient lift piling to ensure that the owner can easily comply with this rule, and his decision is final.
3. The rule is waived during emergency conditions, i.e. approach of a named storm.
4. Violations of this rule will receive a warning letter, and if not complied with after a ten day period, a fine of \$25 per day.

BOAT SIZE AND PROTRUSION:

It is apparent from looking at the layout, or an aerial view, that there are two very different halves to our marina. The west half consists entirely of 50' and 58' slips, and has a very wide central fairway in which vessels have more than enough room to maneuver safely in virtually all conditions. The east half consists entirely of 42' and 32' slips, with two narrow fairways, which can be difficult to navigate and maneuver safely into the slips, particularly in high winds.

The original marina rules did not differentiate between these two very different situations, using a "one size fits all" approach, providing that, when docked, the maximum any vessel could protrude past the end of its slip was two feet. This rule was created prior to realizing that the slip design included a triangular piece joining the finger pier and the main dock, on which the dock box fits. This piece of the dock effectively reduces the working length of the slip when the vessel is tied up convenient to the finger pier. As a result, there are many vessels that protrude more than two feet, although many are boats measure close to or less than their slip length. In considering modification of this rule, it was important to take into account the width of the fairway adjacent to the slip, and the ability of adjacent boats to make safe turns into their slip, particularly if one or both neighboring boats are protruding significantly into the fairway, and especially in high winds.

The existing rule of a maximum of 2' protrusion of any vessel in the marina from the end of its slip was revoked, and the following was inserted in its place:

EAST HALF OF THE MARINA:

1. No boat can occupy a 32' or 42' slip that measures larger than its slip size plus two feet, i.e. a LOA of 34' and 44', respectively, provided that the protrusion limits in (2) are met.
2. A 32' slip will have a maximum protrusion of its vessel, when tied up, of 4'; 42' slips have a maximum protrusion of a 4.5'.

WEST HALF OF THE MARINA:

1. No boat can occupy a 50' or 58' slip that measure larger than its slip size plus five feet, i.e. a LOA of 55' and 63', respectively, provided that protrusion standards in (2) are met.
2. A vessel in a 50' slip or a 58' slip may protrude a maximum of 7'.

MEASUREMENT & ENFORCEMENT:

1. The measurement for compliance with this rule is LOA including bowsprits and swim platforms or similar appendages; the model name of the boat, e.g. "Fastrunner 33", has no significance.
2. Continued lack of compliance with these rules will result, after appropriate written warning, with assessment of fines on the owner of an amount determined by the Board.

SPECIFIC TO HARBOUR HOUSE - The Original Declaration recorded on May 31, 2002, Book 4871, Page 3300, PRVCF.

SPECIFIC TO OAK HAMMOCK – The Original Declaration recorded on November 8, 2002, Book 4960, Page 4744, PRVCF.

SPECIFIC TO RIVERWALK CONDO – The Original Declaration recorded on February 5, 2002, Book 4812, Page 3337, PRVCF.

SPECIFIC TO RIVERWALK COURTYARD – The Original Declaration recorded on September 25, 2002, Book 4934, Page 819, PRVCF.