

Harbor Pointe



Resident Handbook **2020**

Summary of pertinent information and everyday requirements for all Residents of the condominium (Owners and Tenants).

The governing documents, as amended, are the final authority for all interpretations and applications; include FL Statute 718.

Harbor Pointe Condominium Association
7 Indian River Ave, Box #1206
Titusville, FL 32796
Website: harborpointefl.com

The 2020 Handbook supersedes all previously issued handbooks and guides

OVERVIEW OF DOCUMENTS & PROMULGATED RULES

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HARBOR POINTE FORMS

The FORMS referenced in this Handbook can be obtained from our Administration Office and can be downloaded from the Harbor Pointe Website. Owners and Residents are encouraged to use the Website.

The following is a list of Harbor Pointe Forms

Boat Lift Application Form

Boat Slip Transfer Form

Clubhouse Use Reservation Form

Committee Volunteer Form

Flooring Modification Form

Parking Decal – Access Control Form

Pet Registration Form

Request to Access Association Records Form

Vacant Unit Inspection Form

1.A - INTRODUCTION

This 2020 Edition Resident Handbook has been revised for quick and easy reference to our day-to-day living in this premiere residential community. As a condominium we are required by various governing documents and agencies to operate within specific rules and regulations. Our Association Board is charged with the fiduciary responsibility to manage the affairs of the entire condominium and to act in the best interest of all of the owners.

The Harbor Pointe Website, www.harborpointeFL.com, contains a wealth of information about our community. Owners and Residents are encouraged to get familiar and use it.

This Resident Handbook refers to the Condominium Documents, as well as to the other governing documents: State of Florida Statutes Chapter 718 The Condominium Act, St. Johns River Water Management District, Brevard County Ordinances, U.S. Corps of Engineers and others throughout this handbook (links can be found on the website under the Owners tab “Documents/Forms”).

This book is not intended to cover all aspects of the condominium documents but is a handy reference guide to give the reader a brief overview of our lifestyle. The booklet contains the “promulgated rules” which have been adopted by the Board of Directors, in compliance with the recorded Declaration and By Laws for Harbor Pointe Condominium in Brevard County Public Records.

1.B - PROMULGATED RULES are those that have been adopted by the Board of Directors as supplemental to the main covenants and restrictions governing the condominium. They may not contradict or contravene those in the Declaration or its attached exhibits. They must be carefully applied to insure enforceability. The rules must also be within the scope of the board of administration’s authority, as described in the bylaws, to be valid. -§ 718.112 (2)(a)1, F.S.

As rules may be added, eliminated or modified from time-to-time, it is advisable to visit the website: www.harborpointeFL.com for “Documents/Forms”, as well as refer to the most current Resident Handbook for Promulgated Rules, that further delineate the Declaration and By Laws of the Condo Association.

2.A – VEHICLE ACCESS to PROPERTY

Only vehicles with Harbor Pointe windshield Resident decals will be allowed to park on the main drive in front of the buildings. Commercial Service Vehicles will be allowed access and parking during business hours Monday through Friday, 8:00 AM to 5:00 PM provided they do not block Accessible Parking spaces or ramps. All others must park in the Visitor parking lots.

Each residence can register up to two vehicles and must provide their resident information, a copy of the auto registration for each vehicle, and a valid driver's license. are required at the time of registration for decal. Your cooperation will ensure the safety and well-being of our community.

*A **"Parking Decal – Access Control Form"** is available from the HP Admin Office or can be downloaded from the Harbor Pointe Website.*

NOTE: Any Resident's vehicle with visible advertising may be deemed a commercial vehicle and denied Resident parking privileges.

2.B - PARKING RULES

Each Condo unit is authorized to park two personal vehicles within the condominium complex with either an Owner or Tenant decal(s), as applicable. It is strongly recommended that one of the vehicles will be parked in the Resident's private garage.

Any additional vehicles beyond the allowed 2 per unit, will require Board approval, or be required to park off site. Approved additional long-term vehicles will be issued a Harbor Pointe Extended-Visitor decal for a specified period of use, and be allowed to park in the Visitor Parking Lots only.

Guests must obtain a "Visitor Pass" from the "Manager's Office" or from the "Post Mounted Enclosures" located at the entrance to the parking lot south of the swimming pool or the parking lot directly in front of the Main Club House entrance. Visitor Passes must be displayed on the dash, visible from outside the vehicle clearly showing the Resident's Name, Building Number, & Unit Number that they are visiting.

Parking spaces may not be used for any purpose other than parking private passenger vehicles which are in operating condition, have a current license plate and registration, and are in good repair with no fluid leaks. The vehicle must fit within the parking space. No vehicles may be stored on the property. No other vehicles including, but not limited to, large trucks defined as trucks greater than 1 ton, campers or camper tops, recreational vehicles, trailers and boats / jet-skis are allowed to park on the property. ***Vehicles cannot be parked having portions of their vehicle bumper or trailer hitch extend over sidewalks creating trip hazards for residents especially those vision impaired.***

Harbor Pointe is a private facility and as such has authority over its parking lot use and rules. Illegally parked vehicles on Harbor Pointe property will be towed at owner's expense. C & L Towing & Transport is the authorized towing company for Harbor Pointe. (See page 4 for contact information on C & L Towing & Transport).

Parking in front of buildings along the main road is restricted to authorized vehicles only that are properly registered with a Resident Owner or Tenant Parking Decal, which ever applies. They may also have an RFI sticker for gate access.

All other vehicles: including long-term Visitor passes and decals beyond 2nd vehicle, and/or daily visitors, must park their vehicles in the visitor lots to the North or South of the Clubhouse. The Resident parking (which is on both sides of the drive-in front of the buildings) is routinely checked for violators. After an initial warning(s), violators will be towed.

3.A – ACCESSIBLE PARKING RULES

Authorized vehicles need to display the accessible (blue) tag or have a designated accessible license plate. Without one of these the vehicle will be considered to be in violation of using that parking space, which will result in being towed.

Harbor Pointe Condo Association
Under contract with

C & L Towing and Transport
321-385-3077
600 Orange St
Titusville, FL 32796

Schedule of Tow Fees: Payments to be made cash or credit card only. No checks accepted. Vehicle owner will need ID and proof of ownership to recover vehicle.

Tow fee \$ 114.23 (plus)
Mileage: Number of miles to and from site of tow x \$3.12 / mile
Fuel surcharge: number of miles to and from tow x \$.50 /mile
Administrative Fee: after first 24 hours \$30/ after 48 hrs. \$ 67.13

Vehicles may be redeemed from 8 to 6 / Monday – Friday, if a vehicle needs to be redeemed beyond these hours or during a holiday, an additional fee of \$ 53.04 will be added to the towing costs

Vehicle bring out of C&L yard / fee.....\$ 50.00
Storage fee \$ 22.80 /day after initial 6 hours
Plus 7% tax on Storage and Admin Fees

Fees subject to change per State of Florida Regulations.
As per Florida State Statute 715.07

5.A - USE OF GARAGES

Each Harbor Pointe Unit has a reserved Private Parking space called a Garage. Storage is permitted in the enclosed garages provided it does not prevent parking your authorized motor vehicle. It is advisable to park one vehicle in your designated garage.

All garage doors must be closed, and all lights turned off when not in use. Electricity is shared, not metered, in the garages. Therefore, no major items requiring electricity are to be plugged in such as refrigerators, freezers, golf carts, hybrid cars, etc.

Individual enclosed garages are not Owner property but rather are considered “limited-use common elements” similar to individual condominium unit balconies.

5.B - ASSOCIATIONS RIGHT TO ACCESS UNITS

The association has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements or of any portion of a unit to be maintained by the association pursuant to the declaration or as necessary to prevent damage to the common elements or to a unit or units.

(Extracted from Florida Statute 718.111.5)

Each Owner must make sure the Association has a key on file for their unit. Security measures are maintained to keep all unit keys locked up.

5.C - INSURANCE REQUIREMENTS FOR CONDO UNITS

Unit owners are responsible for the cost of reconstruction of any portions of the condominium property for which the unit owner is required to carry property insurance, or for which the unit owner is responsible under paragraph (j), and the cost of any such reconstruction work undertaken by the association is chargeable to the unit owner and enforceable as an assessment and may be collected in the manner provided for the collection of assessments pursuant to § 718.116.

[Extracted from Florida Statute 718.111(11)(g)2]

Any portion of the condominium property that must be insured by the association against property loss pursuant to paragraph (f) which is damaged by an insurable

event shall be reconstructed, repaired, or replaced as necessary by the association as a common expense. In the absence of an insurable event, the association or the unit owners shall be responsible for the reconstruction, repair, or replacement, as determined by the provisions of the declaration or bylaws. All property insurance deductibles, uninsured losses, and other damages in excess of property insurance coverage under the property insurance policies maintained by the association are a common expense of the condominium, except that:

[Extracted from Florida Statute 718.111(11)(j)]

A unit owner is responsible for the costs of repair or replacement of any portion of the condominium property not paid by insurance proceeds if such damage is caused by intentional conduct, negligence, or failure to comply with the terms of the declaration or the rules of the association by a unit Owner, the members of his or her family, unit occupants, Tenants, guests, or invitees, without compromise of the subrogation rights of the insurer.

[Extracted from Florida Statute 718.111(11)(j)1]

The provisions of subparagraph 1. regarding the financial responsibility of a unit Owner for the costs of repairing or replacing other portions of the condominium property also apply to the costs of repair or replacement of personal property of other unit owners or the association, as well as other property, whether real or personal, which the unit owners are required to insure.

[Extracted from Florida Statute 718.111(11)(j)2]

If the Condo Association is required to have flood insurance, Owners may obtain a copy of Harbor Pointe's flood insurance for their mortgage needs from our on-site Manager, or directly from our insurance company.

6.A - MARINA & BOAT SLIPS

The Marina is a common element of the condominium and all Residents are welcome to enjoy it.

The boat slips are a Limited Common Element Property and their use is restricted to the Boat Slip Assignees or Lessees, their immediate families, guests and invitees. The boat slips and boats moored within, are privately owned as is the connection for water and electric service and all cords and hoses connected to them. All ladders installed within a slip are private.

7.A - BOAT SLIP ASSIGNEES

1. Insurance: “Each Boat Slip Assignee shall maintain general liability insurance, including liability insurance for all vessels and watercraft in the Boat Slip, in the minimum amount of \$500,000, and shall name the Association as an additional insured.” Insurance is required on all boats docked in the Marina, with or without a lift.

2. Slip Alterations (lifts and other): No Boat Slip Assignee shall do anything within his or her Boat Slip or on the docks or piers which would adversely affect the safety or soundness of the docks or piers. Prior written consent of the Association is required before installing any type of boat lift or other appurtenance (side boards). Application forms are available in the office.

3. Marina Fees: A monthly “user fee”, set by the Association in its annual budget, is charged to each Slip Assignee and becomes a part of the monthly fee due from the Unit to the Association. Non-payment of user fees in excess of 30 days may result in a lien being placed against the Assignee’s Unit.

7.B - BOAT LIFT APPLICATION

Turning in a Boat Lift Application Form starts the process for obtaining Board approval to install a lift. Slip Assignees should install the same style of lift as others in the marina, to achieve a degree of aesthetic uniformity. The Board of Directors have the final authority over the Marina. All work associated with a Lift installation must be performed by a license and insured professional Marine Contractor who must pull the building permits required by the State and Local Authorities prior to commencement of work. Copies of permits and proof of final inspection by the local authorities are to be given to the Harbor Pointe Administration Office. The Unit Owner accepts full and total responsibility for the satisfactory installation of the lift, its safe use and operation.

*A **“Boat Lift Application Form”** is available from the HP Admin Office or can be downloaded from the Harbor Pointe Website.*

8.A - PETS

Two household pets not exceeding thirty-five (35) pounds each, which shall mean cats or dogs, shall be kept in the Owner's unit.

- All pets must be on a leash when outside the unit.
- Each pet Owner will be responsible for cleaning up after his pets in the common areas.
- Pets shall not create a nuisance; such as excessive barking when home alone.

8.B - PET REGISTRATION

All pets that reside in any unit at Harbor Pointe Condominium must be registered with the Condominium Association. Pet Registration Forms are to be turned in yearly.

The Association will have on file the following information:

1. Owner's name and unit number
2. Number of pets in unit.
3. Type of each pet and breed.
4. Name of each pet.
5. Size and weight of each pet.
6. Current photo of each pet.
7. Proof of Rabies Vaccine.

Pets registered prior the issuance of the 2020 Handbook are exempt from meeting the maximum 35lb limit. All pets registered after the issuance of this handbook, **MUST NOT** exceed the full-grown weight limit of 35lbs. This weight limit will be strictly enforced.

*A **"Pet Registration Form"** can be picked up from the HP Admin Office or can be downloaded from the Harbor Pointe Website.*

9.A - LEASING

An Owner may lease his condominium for a minimum period of 90 days. Board approval is required in advance of all leases. Subleases are not allowed. Leases are to be in writing and subject to Declaration of Condominium, Articles of Incorporation, By-Laws, and Rules and Regulations of the Association. A copy of your lease is required to be on file with the Association.

The Unit Owner is responsible for conveying all rules, restrictions and codes of conduct to their Tenants. A copy of "The Declaration" must be given to the lessee by the Owner. It is available online at www.harborpointeFL.com, within the Documents & Forms tab.

When a unit is leased, the Tenant shall have all rights of use of the amenities of the Association property and those common elements that would normally be available for use by unit Owners. The Landlord / Owner shall no longer have such rights except as a guest.

It is also important to understand that these leasing regulations are not arbitrary or brought about by your Association Board; it is the Board's

Fiduciary responsibility to see that they are followed. Unit Owners must exercise caution when renting units, as they are liable for any unpaid debt incurred by the renter (i.e. fines, damage) that is owed to the Association.

It is important that all leasing Owners review and understand the following:

- A. Unit Owner(s) must direct their prospective tenants to the online tenant approval program utilized by the Association. An information sheet can be found on the Harbor Pointe website with specific directions.
- B. Prospective tenants will complete the necessary application online. The application process may include, but not be limited to, a credit and criminal background investigation and review of eviction records. A fee of \$100 per lessee or married couple is paid through the website at the time of application.
- C. The application process requires the prospective tenant to upload their personal identification information, including driver's license and vehicle registration, as well as an unsigned copy of the Lease and Rent Addendum.

- D. Once completed, the application is verified by the online tenant approval program and the affiliated reports are made available to the Association for review. The Association shall have up to ten (10) days to approve or deny the prospective tenant application.
- E. If the Association approves a prospective tenant application, a fully executed copy of the lease or rental agreement must be provided to the Association before any Tenant may occupy the unit.
- F. All lease agreements must either be prepared by an attorney or be a standard residential lease issued by the Florida Association of Realtors or Florida Bar Association (FAR/BAR) lease.
- G. All leases shall provide that all Tenants and occupants subject to the lease are also subject to the terms of the Declaration, Articles of Incorporation, Bylaws and Rules and Regulations of the Association. Violations of same by the Tenant, occupant or guest shall constitute a material breach of the lease.
- H. Before any Tenant may occupy a unit, the Owner at their expense must provide the Tenant with a complete and current set of Association governing documents including the Declaration, Articles of Incorporation, Bylaws and Rules and Regulations which can be found at www.harborpointeFL.com, under Documents & Forms.
- I. A Unit Owner who is delinquent in payment of any assessments at the time approval is sought for the lease of a unit may be denied his/her request for approval based solely on such delinquency.

Unit Owners agree that should fees owed to the Harbor Pointe Condominium Association become 30 days past due, the Association will notify the Tenant to direct their rent payment to the Association Office. Rent collected will be reduced by the current month's dues and up to an additional month's dues, to cover back months' dues – the balance will be forwarded to the Unit Owner. For the remainder of the lease, the Management Company will collect the rent; reduce it by the monthly assessment and forward the balance to the Unit Owner. The Unit Owner is responsible for all payments owed the Association. Upon notification to Renter of rent payment redirection, failure to do so will be a breach of this Agreement and void the lease with the Unit Owner.

11.A – OWNER / TENANT INFORMATION

It is required that the Association maintains a current and accurate register of Owners and Tenants. This is required by law and for security purposes by the Board. Information needed, but not limited to, on every condominium unit:

1. Names of all Owners and Tenants
2. Current mailing addresses
3. Telephone numbers
4. E-mail addresses
5. Pet registration

The Board and the Management Company continuously updates this information and appreciates the help of all Owners and Tenants to ensure records are both complete and accurate. Please direct any response and inquiries to the Management Company.

11.B - MAINTENANCE OF UNIT

Unit Owners bear the responsibility for the maintenance of their unit, especially as it relates to any effect on neighboring units both side-to-side and/or above-below; Specifically, any issue within the unit that is not maintained, that could result in causing damage to the Owner's unit and any other unit that is affected by an Owner's negligence. The most common issue overlooked is mold. When leaving a unit for any length of time check the AC for proper temperature, not to exceed 80 degrees to prevent introducing mold into the unit. Mold can quickly spread to neighboring units and cause significant damage as well as health issues. **Note the following from the Florida Statutes 718:**

1. A unit Owner is responsible for the costs of repair or replacement of any portion of the condominium property not paid by insurance proceeds, if such damage is caused by intentional conduct, negligence, or failure to comply with the terms of the declaration or the rules of the association by a unit Owner, the members of his or her family, unit occupants, Tenants, guests, or invitees, without compromise of the subrogation rights of any insurer as set forth in paragraph (g).
2. The provisions of subparagraph 1 regarding the financial responsibility of a unit Owner for the costs of repairing or replacing other

Portions of the condominium property also apply to the costs of repair or replacement of personal property of other unit Owners or the association, as well as other property, whether real or personal, which the unit Owners are required to insure under paragraph (g).

Harbor Pointe Condominium is constructed with high tension steel reinforced concrete on each floor and ceiling slab to protect it in high wind elements such as hurricanes. As such, do not nail, drill or attempt to hang or affix any item to the ceiling of a unit or garage except where provided by electric outlets. Any intrusion into the construction element could result in costly damage to the structure of the entire building and will be billed directly to the offending party.

These buildings are equipped throughout with automatic fire sprinklers. They are located on or near the ceilings in each unit. Should these sprinklers be painted or otherwise disturbed they will be replaced at the Owner's expense, a costly affair, as per the direction of the Fire Inspector.

Also see section entitled "CLOSING YOUR UNIT FOR THE SUMMER AND PREPARING FOR A HURRICANE IN YOUR ABSENCE" located on the www.harborpointeFL.com website then under Owners tab, see Storm Preparedness.

12.A - WEBSITE

The official website for Harbor Pointe Condominium.

www.harborpointeFL.com

The numbered website TAB SECTIONS below describe the information on the HP Website:

1. ABOUT

- a. Community Description
- b. Unit Floor Plan Layouts

2. ANNOUNCEMENTS

- a. Announcements & Events

- b. Event Calendar

3. RESIDENTS

- a. Documents & Forms
- b. Storm Preparedness
- c. Insurance Information
- d. Hotlinks

4. OWNER LOGIN

- a. Login
- b. Register
- c. Password Reset

5. COMMITTEE

- a. List of Committees

6. LELAND

- a. Link to Leland's Website

7. CONTACT

- a. Emergency Contact Information
- b. Common Area Maintenance Requests

Note: Using the Harbor Pointe Website for Common Area Maintenance Request is the preferred method of bring maintenance items to the attention of Harbor Pointe Management. This method is not only more effective but provided a means of documentation for both Management and Owners.

14.A - MEETINGS

Our By-Laws require an ANNUAL MEMBERSHIP MEETING to be held each year in March.

A minimum of two regular meetings of the Board is also required each year. Check lobby bulletin board and website postings for upcoming Meetings and Agendas. Notice will also be sent to personal e-mail addresses. If you are not receiving these notices, please notify the Association Office onsite and ask to have your e-mail address included.

Board Meetings are held specifically to conduct the Board's business; however, Owners are invited and welcome to attend.

14.B - STORM PREPARATION GUIDELINES

A comprehensive plan has been developed to provide our community with safety and well-being during a storm.

There are two major activity centers:

- The Management Company
- Resident Coordinators

The activities of both groups are divided into three-time frames:

- Pre-Storm Event (48 hours prior)
- During Storm Event
- Post Storm Event

See www.harborpointeFL.com website for specific information.

14.C - FITNESS CENTER

1. This room is available for use as an exercise facility to Residents and their guests.
2. Use of the exercise equipment is at your own risk.
3. Residents are responsible for their guest at all times.

4. The exercise room is intended for Residents age 15 and over. Residents under the age of 15 must be accompanied by an adult to ensure their safety.
5. No animals allowed in the exercise facility at any time.
6. Smoking, consumption of alcohol, and drugs are prohibited at all times within the exercise facility.
7. Follow all instructions for operating the exercise equipment. Remember to consult a physician before starting a new workout regime.
8. If a Resident is waiting to use a particular machine, limit workout on that machine to 30 minutes.
9. Clean and wipe off the machines and equipment after each use.
10. Dispose of all trash and take all personal articles with you when you leave.
11. Turn off the television, fans and lights when leaving.
12. Violation of any rules can result in a fine and / or suspension of use privileges.
13. Report any problems to the Management Company Office in the Clubhouse building.

15.A - POOL & SPA

1. The pool is available for use only by Residents and their guests.
2. The pool is open for use from 7 AM until 10 PM each day.
3. Residents are responsible for their guests at all times.
4. All children under 12 must be accompanied by a Resident adult at least 18 years of age, whether in the pool or SPA.
5. Persons under the age of 10 are not allowed in the SPA.

6. Use of the swimming pool is at your own risk, THERE ARE NO LIFEGUARDS ON DUTY.
7. Suitable swim attire is required at all times. No cutoffs allowed.
8. If necessary, swim diapers are required.
9. No alcohol or drugs allowed in the pool or SPA areas.
10. Food is allowed in pool area but must be kept four foot (4') from pool.
11. No glass containers allowed in the pool or SPA areas.
12. Small floating devices are permitted but a Resident adult over 18 must be with the user in the pool.
13. No running or rough play allowed anywhere.
14. No jumping or diving allowed into pool or SPA.
15. No loud music or obnoxious behavior allowed anywhere.
16. No animals allowed in pool or SPA areas except service animals.
17. Reservations for private party's use of the pool or SPA areas are not permitted.
18. Private parties at the clubhouse do not include use of the pool or SPA areas. The pool and SPA will remain available for Residents' use at all times.
19. The pool is limited to 32 users at any one time. The SPA is limited to 8 users at any one time.
20. If pool rules are disregarded, the management may, at their discretion, request the pool user leave the premises.
21. Report any problems to the Management Office in the Clubhouse.

16.A - TENNIS & BASKETBALL COURTS

1. The recreation courts are for use only by Residents and their guests.
2. Residents are responsible for their guests at all times.
3. All children under the age of 12 must be accompanied by an adult of least 18.
4. Residents and guests use the recreational courts at their own risk.

5. Suitable exercise or tennis attire (shirt, pant or shorts and tennis or basketball shoes) must be worn at all times.
6. No alcohol or other drugs may be consumed at the recreational courts.
7. No glass containers are allowed on the courts.
8. No climbing on the fences.
9. No animals are allowed on the courts.
10. No rough play is allowed on the courts.
11. No loud music or obnoxious behavior is allowed.
12. Private parties at the clubhouse do not retain exclusive use of the recreational courts. The recreational courts will remain available to other Residents during private parties.
13. The recreational courts are available from sun-up until 10 PM daily.
14. When people are waiting to play, limit play to 1½ hours.
15. Turn off lights when leaving court.
16. If court rules are disregarded, the management may, at their discretion, request the users leave the premises.
17. Report any problems to the Management Office in the Clubhouse.

17.A - COLLECTION OF FEES

Assessment Fee Collection Procedures

The Collection Process at Harbor Pointe:

Step 1. Reminder Notice (10 days late)

On or about the 10th day of each month, Owners are notified that their payments are late. Payments are due on the first and delinquent after the 10th. Delinquent Owners are charged a late fee of \$25 at this time and a statement fee of \$5.00.

Step 2. Charge Interest 30 days

After 30 days of non-payment, the Association is permitted to charge interest at the maximum rate allowed by law. The interest is applied to the Owner's account.

Step 3. Intent to Lien 30th of the Month

On or about the 30th of the month, delinquent Owners are sent Intent to Lien Notice at charge of \$85 or more depending on cost.

Step 4. Lien 60 days from due date. The lien is prepared, recorded, and sent to Owner.

Step 5. If the property is rented, the Association could collect the rents of the Tenant until the Account is paid in full.

Step 6. Account sent to Attorney (90 days late)

The Association Attorney sends to the Owner a final demand/notice to foreclose on the Association's Claim of Lien.

The governing documents of the Association also make the Owner(s) personally liable, jointly and severally, for unpaid assessments. The Association Attorney could then pursue a personal judgment against the Owner. Such judgments are good for ten years and can be renewed three times, for up to thirty (30) years. The Association can then take the judgment and seek to garnish the wages against the delinquent Owner(s). The judgment will include all attorney fees and costs and accrue interest.

18.A – SUSPENSION OF RIGHTS

Owners with accounts more than 90 days due may be subject to "Suspension of Rights" to use common elements and voting privileges on Association matters. Any Owner so identified will be voted upon by the Board of Directors at a duly posted meeting, and when confirmed, will receive a letter of notification. The Management Company will maintain a log of all such notification. Upon payment of all monies due, the Owner's rights will be restored. Sample notification letter on next page.

-§718.303 Florida Statutes



**NOTICE OF SUSPENSION OF
USE AND VOTING RIGHTS**

[Date (Full)]

[Owner Name/Mailing Address]

RE: [Prop. Street Address]

Dear Homeowner/Resident:

When you purchased a condominium unit at _____ you agreed to comply with the provisions of the Declaration, including payment of monthly assessments to the Association. Your Owner’s account currently has a balance due that has been outstanding 90 days or more.

Pursuant to the Provisions of s. 718.303, Florida Statutes, this is the Association’s notice that the Board of Directors intends to vote at its next meeting to suspend your to use the Association’s amenities and to vote on any matters placed before the members of the Association. Once this action is taken by the Board, you and your guests may not use the pool, hot tub, fitness center, or other facilities. Your access credentials will be deactivated. You will not be able to purchase new access devices. In the event you have a Tenant, all rental payments are to be paid directly to the association. Monies collected in excess of the monthly fee will be applied to your debt to the association until debt is paid in full at which time collected Tenant money in excess of monthly fee will be returned to unit Owner.

If your account is not brought current 10 days before the Association’s annual meeting, you will not be able to vote in the election of directors or any other matter before the association.

In order to have your rights to use the facilities and to vote on membership matters restored, you must pay the outstanding balance on your Association Owner account in full. If you wish to obtain further information about your Owner’s account balance or to arrange for a payment plan, please contact Leland Management’s Assessment and Billing Department by calling 407-447-9955 or by sending an email to assessments@lelandmanagement.com.

The primary purpose of a Condominium Association is to maintain and increase the value of each Owner’s property. The Board of Directors has a fiduciary responsibility to ensure that each Owner pays the monthly assessment to the Association.

Thank you for your prompt attention to this matter.

Association Contact: _____

Property Manager Signature: _____

20.A - MEETING PARTICIPATION

1. Meetings are conducted following *Roberts Rules of Order*.
2. Meetings of the Board of Directors (unless posted otherwise) are open to all members. Sign-in sheets will be provided and members are encouraged to use them, but it is not mandatory.
3. After a motion is stated and seconded, the Board makes the first comments on the topic stating their opinion or asking a question for further clarification of the stated motion.
4. The Membership is then allowed to speak on “Agenda Items” once up to two minutes. Members can speak only two times per topic, the second time for up to one minute.
5. The Board then restates the motion, asks for further comments and then moves for the vote.
6. New Business topics from members can be submitted in written form to a Board Member at least 72 hours prior to the next Board Meeting to be presented by that Board Member. Members attending a Regular Board Meeting may also request for a topic to be placed on the New Business Agenda for discussion at the next scheduled meeting.

20.B - POLICY FOR DIRECTORS

Legal Matters and Significant Contract Negotiations

All legal and major contract communications or negotiations must be authorized by the President and under the approval and direction of the Board and attended by at least two Board Members. The Board Member in whose area of responsibility the matter falls shall be the lead person in such communications. These Board Members shall be considered as an unofficial committee of two for presenting their recommendations to the Board.

Records and Signatures

Contracts and other documents requiring the signature of an Officer of the Association shall be filed with a copy of the approval and authority for such signature by the Board. This will be appended to the existing procedure contracts and other documents for signature and approval. A copy of the approval and authority with signatures will be added to all contracts and documents.

Content of Meeting Minutes

The content of the minutes for the meetings of this association shall consist of the:

- 1) Date of the meeting
- 2) The agenda pursuant to which the meeting was brought
- 3) Directors attending and verification of a quorum
- 4) Business as noted on the agenda by motion as follows:

Each motion before the Board and the Board Member bringing same, the Board Member seconding the motion, the vote of each member on the matter, any amendments to the minutes, second and vote. Discussions for and against will not be a part of the official records. Tape/electronic recordings may be made. Relevant documents shall be attached.

- 5) New Business accepted for the next meeting
- 6) The time and date of the next meeting
- 7) Adjournment

21.A – CLUBHOUSE USE POLICY

The clubhouse exists primarily for the use of the Residents, immediate family and house guests. The clubhouse has 2 main rooms that can accommodate 20 – 50 maximum people. The clubhouse also provides a sauna, exercise and dressing room for pool use. The manager’s office and Board office are also a part of the clubhouse. In addition, the Association provides Wi-Fi access in the clubhouse and pool area. Clubhouse hours are from 7:00 AM – 10:00 PM; unless otherwise reserved with a Clubhouse booking and prepaid deposit.

The clubhouse is for the use by all Residents and provides a comfortable, elegant environment to conduct Association Meetings and

Association sponsored gatherings and events as well as private parties (including but not limited to such events as wedding receptions, baby and wedding showers, birthday parties and family gatherings). Harbor Pointe Condominium Association sponsored events have a priority over all other events.

Conditions of Use

1. **Rightful Use**. Residents or guests will not use the Clubhouse for any purpose or activity prohibited by law. The Resident will comply with any and all Governmental Statutes, Regulations or Ordinances including but not limited to requirements relating to fire safety and agrees to indemnify the Association and defend them and hold them harmless for any violations thereof including but limited to any penalties assessed.
2. **Tenant use** is only available if they have a valid Lease agreement with the Owner, and it is on file with Harbor Pointe. When the Lessee books an Event and damages property or cause additional costs to return the Clubhouse to original condition the Unit Owner will also be bound by the Agreement, as if they themselves, had use of the Clubhouse.
3. **Restricted Events**. No outside clubs, church groups, business/employee groups are allowed to hold their events in the clubhouse. Private social events such as, but not limited to, baby christening parties, wedding showers, anniversary parties, birthday parties, etc. are acceptable.
4. **Events Limits**. Events are limited to up to 20 people in the card room or up to 50 maximum people for the main room and card room. Reservation for any event is for a maximum of six (6) hours including from set-up to clean-up, all done on the day of the Event.

5. **Like Condition.** The Clubhouse shall be left in the same condition as prior to the event. Such cleaning shall be the responsibility of the Resident reserving the use of the Clubhouse and shall include, but not be limited to, vacuuming, general cleanup, wiping off counter tops, arranging furniture to proper locations and collecting and removing garbage from the Clubhouse grounds, parking lot and premises. If the Clubhouse is not left in the same condition it was found, i.e., if any trash is left behind, etc., the deposit will be forfeited and any additional costs to return the Clubhouse to original condition will be charged to the Resident reserving the Clubhouse. Trash bags should be securely tied and taken to the dumpster located in either Building 5 or Building 7. Management can provide a cleaning person for the private event, if the Party booking it requests this service. There is an hourly fee associated with this additional service to make sure the clubhouse is returned to its original condition.
6. **Pre-Inspection.** Prior to the commencement of the private Event, the Resident or their Representative, and a member of the Board or its Representative can inspect the Clubhouse, at the President's request, and make note of any damage(s) found in the clubhouse or its exterior. Any damage not noted on this walk-through shall be deemed to have been caused by the use of the Clubhouse for the event and shall be the responsibility of the Resident as set forth herein.
7. **Post-Inspection** Within 24 hours after the Event, the Resident or their Representative, and a Board Member, or their Representative, shall re-inspect the Clubhouse, the parking lot and grounds to note any damages to the facility. Resident or their Representative must be present during the inspection or forfeit the right to protest any claims made against their Clubhouse deposit, or additional charges for repairs thereof.
8. **Responsibility for Damages.** The Resident agrees to be personally in attendance during the event and agrees to be personally responsible for any damage to the facility and grounds not previously noted on the pre-inspection walk-through. In the event damages exceed the deposit amount, the Owner/Tenant will be billed for the additional amount incurred. When a Tenant books an Event and damages property or cause additional costs to

return the Clubhouse to original condition the Unit Owner will also be bound by this Agreement, as if they themselves, had use of the Clubhouse.

9. **Guest Conduct.** The Resident may invite non-residents of Harbor Pointe as guests. The Resident will be responsible for insuring that the guest conducts themselves in a proper fashion and in a manner that will not disturb the use of other Association facilities and common elements by other Residents and their guests. A guest is considered anyone whom the Resident allows to come into the Clubhouse or surrounding premises during his or her use of the Clubhouse. All guests will be accompanied by Resident while using common areas. If the Resident fails to abate noise, excessively loud music or any other disturbing activities when requested to do so, the Titusville Police will be called. Respect for community Residents will be observed before, during, and after any Event.

10. **Parking.** All guests attending a private Event shall park in the visitor parking south of the pool area, or outside the south gate. Under no condition should guests park on either side of the main drive in front of Buildings 1, 3, 5, or 7. *A temporary gate code can be provided by the HP Administration Office allowing visitors to access the South Visitors Parking Area the day of the private event only*

11. **Securing the Clubhouse.** The Resident shall be responsible for securing the Clubhouse upon the termination of the event. This requires the Resident to physically inspect all windows and doors to ensure that they are locked. The Resident must turn off all lights.

12. **Common Areas Not Included.** The use of the pool and recreation courts is not reserved as part of this Agreement. Additionally, the east side of the Clubhouse is considered common area which includes the sauna, exercise room, pool bathrooms/showers, Manager's Office and Board of Director's Office. These areas are off limits to event guests. The Resident understands that other Residents of Harbor Pointe have the right to use the pool, recreation courts, exercise room and pool baths during the event. No outdoor grills/smokers can be brought in.

13. **Access.** Harbor Pointe Board of Directors, Property Manager, or Clubhouse Committee persons reserve the right of free access to all areas of the Clubhouse, at all times.
14. **Child Event.** When the Clubhouse is used for a children’s party (18 Years old or younger) there shall be one adult for every ten children in attendance. Pool can’t be reserved for private parties.
15. **No Pets.** Absolutely no pets of any kind shall be permitted in the Clubhouse for any reason. Notwithstanding any provision to the contrary contained herein, certified guide dogs, service animals and signal dogs (hereinafter collectively referred to as “specially trained animals”) shall be permitted subject to paragraph XM, page 26 and 27 of the Declaration. Emotional Support animals are not considered Service Animals
16. **Alcoholic Beverage.** Alcoholic beverages are permitted in the Clubhouse and shall be used in accordance with the City and State Laws.
17. **Affixing Event Decorations.** Nothing can be hung, taped, tacked, nailed or affixed in any way to any painted surface of the Clubhouse. All party decorations, crepe paper, signs and other items may be affixed only to the glass windows and doors and must be completely removed by the applicant. The cost to remove the remains of any decorations will be charged to the Resident.
18. **No Advertising.** No advertising will be allowed for the event by the Resident (or guests). Management may place a small notice on the Clubhouse door the day of an event advising Residents of the Clubhouse reservation on that date.
19. **Loss of Items.** The Association is not responsible for the loss of any personal effects (dishes, equipment or food). Any items left after the event will be considered abandoned and disposed of by the Manager, at the expense on the Resident.

20. **No Smoking.** There is no smoking in the Clubhouse at any time.

21. **Restricted Dates.** No events will be scheduled on the following dates:

- a. New Year's Eve or New Year's Day
- b. Super Bowl Sunday
- c. Cinco De Mayo (on or about)
- d. Launch Days – for major launches
- e. Memorial Day
- f. July 4th
- g. Labor Day
- h. Thanksgiving Day
- i. Christmas Eve or Christmas Day

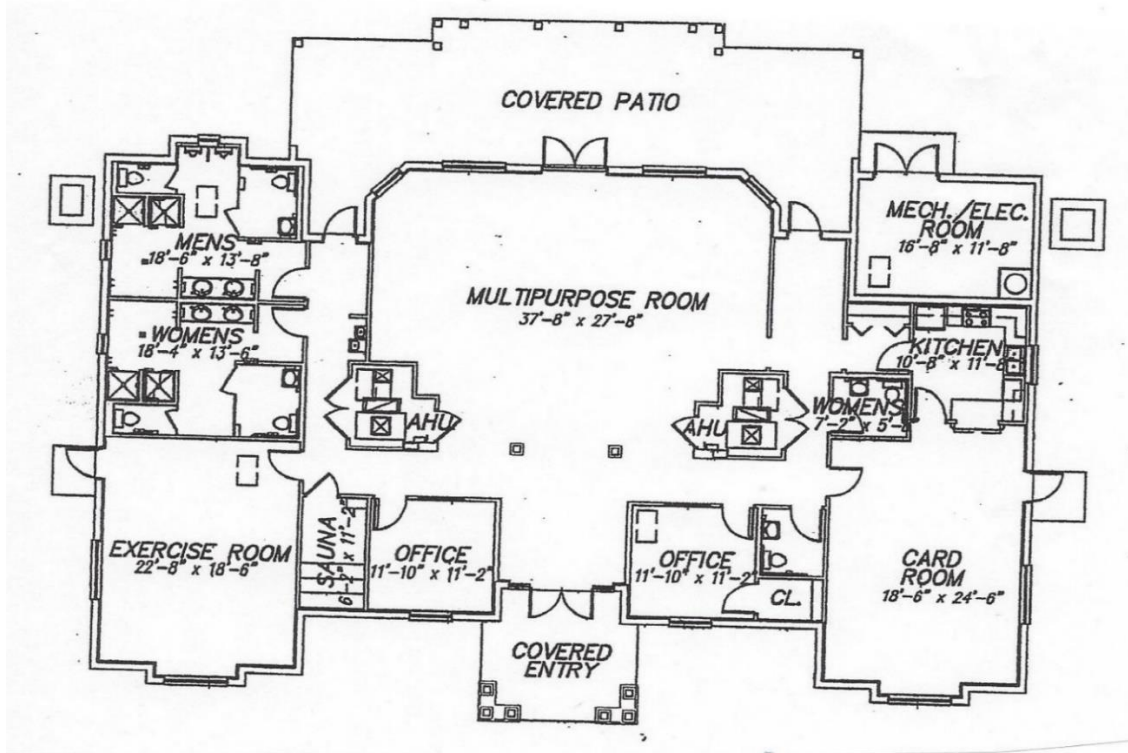
Reservations

1. **Good Standing.** Only Tenants in good standing and having a valid Lease agreement on file with Harbor Pointe, and Unit Owners may reserve the Clubhouse. These parties have indicated their acceptance of the terms contained herein by signing the Reservation Agreement, and also certifying that they are Residents of Harbor Pointe and in good standing.
2. **Deposit.** Prior to receiving permission to use the Clubhouse, a refundable security deposit in the amount of \$250 shall be paid at least two (2) weeks prior to the Event. The deposit can be made by a check deposited by the Association, or with cash to be held by the Association office. The paid deposit shall be returned to the Resident provided the Clubhouse is properly cleaned and there is no damage caused to the Clubhouse facility, grounds or parking lot as aforesaid, and no Clubhouse Rules have been violated.
3. **Approval.** All Events are subject to the approval of the Board. The Association reserves the right to terminate any reserved use which in the sole judgment of the Board is inappropriate or results in unlawful conduct or activities which violate the Rules and Regulations of the Association. The Management event representative has the authority to terminate the event if the conditions of this agreement are being violated in their opinion without recourse by the

Resident hosting the event.

4. **Priority.** Harbor Pointe Condominium Association Events shall have priority booking over Resident Private Events. This includes Association meetings and events.
5. **Binding.** Reservation date remains open until Agreement is signed and returned with Security deposit to the Management Office in the Clubhouse.
6. **Future Use.** The Association reserves the right to deny future reserved use of the Clubhouse for a period one year from the date of the original Reservation Use to any Resident whose use of the Clubhouse resulted in damage to the Clubhouse, parking lot or grounds, or violated the Clubhouse rules.

Clubhouse Building Layout



A **"Clubhouse Use Reservation Form"** can be picked up from the HP Admin Office or downloaded from the Harbor Pointe Website.

28.A - KAYAKS, CANOES & WINDSURFER STORAGE

Owners (or Tenants) are allowed to store kayaks, canoes, windsurfers in garages provided that an automobile may be parked in the garage with the watercraft.

No trailers or motor homes will be permitted to park anywhere on property.

Owners are reminded that drilling into concrete ceilings for the support of watercraft is strictly prohibited.

28.B - TRANSFER OF BOAT SLIPS & GARAGES

1. Boat Slip assignments between Owners at Harbor Pointe must use the approved Boat Slip Transfer Form from the Condo Association, be signed by the Board President, with a copy of said assignment on file with the Association.

*A **“Boat Slip Transfer Form”** can be picked up from the HP Admin Office or downloaded from the Harbor Pointe Website.*

2. Garages are currently recorded with Unit Owner’s deed, or if purchased separately by the new Owner at time of purchase.
3. The transfer of garages and boat slips between individual Owners shall be in accordance with the laws of the State of Florida, the Declaration of Condominium and normal practice for the transfer of appurtenances to real property.
4. The Association shall have the right to approve the transfer of garages and boat slips between Unit Owners where such transfers are separate from the sale of the unit. Such approval shall not be unreasonably withheld; provided no unit is left without a garage and the proposed use of the garage and/or boat slip is in conformance with the Declaration of Condominium and the rules of the Association.

5. The Owner of the unit wishing to make a garage and/or boat slip transfer must be current and in good standing with all Association fees before permission will be granted.
6. The Association shall maintain a record of the assignees of all garages and boat slips.
7. Except as otherwise provided in the Declaration of Condominium, the Laws of the State of Florida, the limited right of approval above described and any rights the Association may have in the garages or the boat slips, the Associations shall not be involved or a party to any dispute or law suit between individual Owners involving the garages or the boat slips.

29.A - SPECIAL EVENT RULES AND PARKING REGULATIONS

These rules and regulations apply to Special Events such as the rocket launches at the Kennedy Space Center, Patrick Air Force Base, and the City of Titusville Fourth of July Fire Works Display or other Special Events designated by the Association.

Harbor Pointe Condominiums are uniquely located to provide Residents and their guests an unparalleled view of Special Events in Titusville. However, because the viewing demand by Residents, guests, and limited parking spaces, the Association has enacted these rules and regulations that will govern the Residents and guests' actions during the day of a Special Event.

Parking:

1. Resident guest vehicles must have a Visitor's Parking Pass that clearly shows the Resident's Name, Building Number, & Unit Number. ***It is the Resident's responsibility to enforce this requirement.***
2. Harbor Pointe property cannot be used for convenience parking by guests who are not visiting residents but attending off property events.
3. Guests without a parking pass will have to park off the property.

30.A - FLOORING MODIFICATION TO CONDO UNITS

“No Unit Owner shall install hard flooring (tile, wood, etc.) in lieu of carpeting in the living/dining room area or the bedrooms of any unit without the prior written approval of the Association. Any Owner desiring to replace the carpeting in these areas with hard flooring shall submit the proposed changes to the Board of Directors who shall ensure that the installation of the hard flooring shall include such materials as the Board may approve in its discretion under the hard floor to dampen the sound.”

-DECLARATION OF CONDOMINIUM XI

Any sound barrier that meets Subsection AD 103 of ASTM E 2179, which states that for residential application the inter unit IIC rating should be a minimum of 40 or higher. The rating is based on the comfort level of the occupants of the lower unit.

Before making any modification, contact the on-site Manager and complete the Flooring Modification form. This form will then be approved and signed off by a Board Member.

A ***“Flooring Modification Form”*** can be picked up from the HP Admin Office or downloaded from the Harbor Pointe Website.

30.B - NORTH GATE ENTRY

North gate entry is limited to residents who have RFID Credentials permanently affixed to their windshields. Residents Sun-Pass and E-pass credentials can be used provided they are not portable. Key fobs, access cards, and clickers will not work on this gate.

31.A - REQUEST TO ACCESS ASSOCIATION RECORDS

“The official records of the Association are open to inspection by any association member or the authorized representative of such member at all reasonable times. The records of the association shall be made available to a unit Owner within 45 miles of the condominium property or within the county in which the condominium property is located within 5 working days after receipt of written request of CAM manager (designated by Board of Directors). The failure of an association to provide the records within 10 working days after receipt of a written request shall create a rebuttable presumption that the association willfully failed to comply.”

§ 718.111(12), Florida Statutes

To comply with this statute, the Board of Directors adopted a form for “Request to Access Association Records”.

*A **“Request to Access Association Records Form”** can be picked up from the HP Admin Office or downloaded from the Harbor Pointe Website.*

31.B – COMMUNICATION & DOCUMENTATION

In order to document and preserve important communication between Owner-Residents, Leland Management, and HP Board Members; communication is to be in written form.

31.C – SOCIAL MEDIA

Although owner & residents are free to belong to Social Media “Groups” such as the Unofficial Harbor Pointe Facebook Group, please recognize that the contents therein are personal opinions and may not represent true depiction of Harbor Pointe rules, regulations, or past and current occurrences. Harbor Pointe Board Members do not monitor or respond to comments made in these groups. Harbor Pointe Board Members are prohibited from joining or belonging to unofficial social media platform groups nor can they provide Harbor Point documents to non-board members for posting on these sites.