

Effective date: 11/20/18

## **RULES AND REGULATIONS FOR FAIRWAYS AT GRAND HARBOR**

These Rules and Regulations are designed for Fairways Owners/Tenants to live in a safe, clean, pleasant and comfortable community.

**The Rules and Regulations** hereinafter enumerated as to the Condominium Property, the Common Elements, the Limited Common Elements, the Units, and the facilities available for use by the Owners/Tenants shall apply to and are binding upon all Owners/Tenants.

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

**Violations of the Rules and Regulations** are punishable by fines to one hundred dollars (\$100.00) per violation per day. Fines are in addition to any other remedy.

### **1. RULES AND REGULATIONS:**

a. **Violations should be reported via the eForm on the Fairways website, or in writing to the property manager.**

b. Owners/Tenants shall be notified of a violation by the property manager.

c. Disagreements concerning violations shall be presented to and judged by the Compliance Committee.

**2. CRIME FREE PROPERTY: Owners/Tenants, their families and guests shall not engage in any type of illegal activity.** If you witness any type of illegal activity contact the Indian River County Sheriff's office at 772.569.6700 or dial 911 and then notify the property manager.

**3. DAMAGE TO THE BUILDINGS, COMMON ELEMENTS AND EQUIPMENT:** Common Elements are the portions of the Condominium property not included in the Units. **Owners/Tenants shall be financially responsible for repair to any damage caused by any Owner/Tenant, their families, guests, servants, contractors, persons for whom they are responsible and persons over whom they exercise control and supervision.** Do not allow anyone to tamper with any thermostats, circuit breakers, temperature settings, to interfere or attempt repairs to any of the mechanical systems or equipment, to mark, mar, damage, destroy, deface, or engrave any part of the Condominium.

**4. OWNERS WITH A RENTAL UNIT:** An Owner that has unpaid fines, fees, and/or assessments shall not be allowed to lease their Unit. An Owner/Tenant with unpaid fines, fees, and/or assessments shall not be allowed to renew a lease until all fines, fees, and assessments are paid in full.

**5. GUEST** is defined as any person, regardless of age, that visits an Owner/Tenant. A guest that stays in an Owner's/Tenant's Unit seven (7) consecutive days must be pre-registered with management. In addition, a guest that stays in a Tenant's Unit twenty nine (29) consecutive

days is automatically converted to Tenant status and must apply for Board Approval, pay the one hundred dollar (\$100.00) lease application fee which includes a background and credit check, and upon approval be added to a minimum six (6) month consecutive lease.

**6. COMMON ELEMENTS:** Anyone in the Common Elements agrees to give their name, Unit number and any other identifying information upon request to Board Members, management, and Enforcement Committee Members. Refusal to give identifying information shall result in the Sheriff being called. The Sheriff shall be called on anyone found in the Common Elements during closed hours. Alcoholic beverages, foul language and drones are prohibited. **An Owner/Tenant, their families, guests, servants, contractors, persons for whom they are responsible and persons over whom they exercise control and supervision, causing an incident requiring maintenance cleanup in the Common Elements shall be financially responsible for the cleaning fee at the cost incurred by the Association.**

**7. CLUBHOUSE, SWIMMING POOL, SPA, EXERCISE ROOM and TENNIS COURT:** Owners/Tenants, their families and guests shall use the facilities at their own risk and follow the rules. **FAIRWAYS AT GRAND HARBOR HAS A BLANKET TRESPASS POLICY, ON FILE WITH THE SHERIFF'S DEPARTMENT, FOR ANY PERSON FOUND IN THE POOL AREA FROM DUSK TO DAWN WILL RECEIVE A TRESPASS WARNING OR ARREST.**

- a. Hours: Clubhouse: 8 A.M. to 10 P.M.; Pool, Spa and Tennis: Dawn to Dusk; Exercise Room: 5 A.M. to 10 P.M.
- b. Owners/Tenants must accompany guests when using any of the facilities. Maximum of four (4) guests per unit at the clubhouse, pool, spa and tennis court and a maximum of two (2) guests per unit at the exercise room.
- c. Children under the age of eighteen (18) shall be supervised by an Owner/Tenant.
- d. No pets.
- e. No smoking.
- f. Alcoholic beverages are prohibited by anyone under twenty-one (21) years of age.
- g. No loud or boisterous behavior.
- h. No foul language.
- i. Clean up after yourself, deposit trash in trash cans and leave equipment and restrooms in a clean and good condition.
- j. Be sure doors/gates are locked when you exit.

**\*ADDITIONAL RULES BELOW\***

**8. ADDITIONAL CLUBHOUSE and EXERCISE ROOM:**

- a. Turn off lights and TV's when exiting a room or the building.
- b. Notices larger than 5x7 inches are not permitted on the bulletin boards.
- c. Use of the Clubhouse for parties is by reservation only. Request a copy of the application from the property manager.

**9. ADDITIONAL EXERCISE ROOM:**

- a. The exercise room is not a professionally operated gym. Inspect the equipment prior to use to ensure that the equipment is in a safe working order. Daily or weekly monitoring or servicing is NOT provided.

- b. Wear proper attire and no bare feet.
- c. No glass, alcoholic beverages or food.
- d. No running, jumping or any other activity which creates a danger.
- e. Abusive or inappropriate use of the exercise equipment is prohibited.
- f. Wipe down the equipment after use.
- g. Properly store all equipment.
- h. Report equipment in need of repair to management.

#### **10. ADDITIONAL SWIMMING POOL/SPA:**

- a. No jumping over the pool gates and/or fence.
- b. Pool not to exceed 39 persons. Spa not to exceed 8 persons.
- c. Wear appropriate bathing attire with a child that cannot swim.
- d. Wear appropriate bathing attire. No thongs.
- e. **No diaper dependent persons. No swim diapers.**
- f. **No glass, alcoholic beverages or food.**
- g. **No running, horseplay or other activity which creates a danger.**
- h. **No jumping or diving into the pool/spa.**
- i. **No floating devices, rafts or toys. One noodle or one swimming aid per person.**
- j. Safety equipment shall be used only for intended purposes.
- k. **No radios without headsets.**
- l. Chairs/lounges must be covered with towels.
- m. Shower before entering the pool/spa.

#### **11. ADDITIONAL TENNIS COURT RULES:**

- a. Court shall be for tennis use only.
- b. No glass, alcoholic beverages or food.
- c. No bicycles, rollerblades or skateboards.
- d. Do not abuse the net or other equipment.
- e. Play shall be limited to one hour if others are waiting.

**12. PETS: Owners/Tenants must obtain a Certificate of Approval for a pet PRIOR to pet occupancy in a Unit. A dog or cat, over four (4) months old, residing in Indian River County for six (6) months or more per year must have a valid county pet registration tag per Indian River County regulations. A pet must be registered with the Association. A pet not registered is not allowed on the Condominium property. No pet sitting or pet visiting. Each Owner/Tenant shall be allowed one (1) pet with a maximum weight of fifty (50) pounds per Unit.** A pet shall be defined as a dog, cat or bird. Any type of exotic pet shall not be kept or maintained within the confines of a Unit. Any exceptions to the aforementioned shall be made in writing by a majority vote of the Board of Directors and shall be deemed provisional for that particular pet specified in the exception. **Pets must be leashed**, or hand carried, and under the owner's control at all times when outside the Unit, except within the dog park. No pet shall be walked in the atriums. No pet shall be left outside alone on any patio, balcony or terrace. No pet shall be kept within a Unit that would create a nuisance to any other Owner/Tenant. A determination by a majority vote of the Board of Directors that a pet creates a danger to other pets or people, is a nuisance, is exotic or is unregistered shall be binding and conclusive on all parties and that pet shall be removed from Fairways property immediately and permanently. **Owners/Tenants shall clean up pet waste immediately and dispose of it properly.**

### **13. POTENTIAL TENANTS/PETS:**

- a. Owners shall ensure potential Tenants obtain a Certificate of Approval at least fifteen (15) days prior to tenancy from the Board of Directors.
- b. Potential Tenants must obtain a Certificate of Approval for any pet at least fifteen (15) days prior to pet occupancy.
- c. Background checks are required for all new Tenants effective July 1, 2017. The cost of the background check is to be paid by the potential Tenant as part of the one hundred dollar (\$100.00) lease application fee.
- d. Owners and prospective Tenants must complete the Application to Lease.
- e. **Tenant shall be fully aware of the minimum six (6) month consecutive lease period and all Fairways at Grand Harbor Rules and Regulations.**
- f. **No subletting allowed.**
- g. Fairways at Grand Harbor Uniform Lease Agreement must be used. Fairways at Grand Harbor Residential Lease Addendum may be used for lease renewals if a complete copy of the Fairways at Grand Harbor Uniform Lease Agreement is on file with the property manager.

**14. INTERIOR CLIMATE REGULATION:** Air conditioner must be maintained between 74 and 80 degrees, whether or not Unit is occupied. Interior humidity must be maintained between 40% and 60% relative humidity at all times. Please change air filters often.

**15. WATER AND HOT WATER HEATER SHUT OFF REGULATION:** Residents who will be away for more than twenty-four (24) hours must turn off the main Water Valve and Hot Water Heater prior to leaving.

**16. MOVING AND DELIVERIES OF FURNITURE AND APPLIANCES:** No moving or deliveries shall be permitted after dark.

**17. UNAUTHORIZED ACCESS TO FACILITIES:** Allowing access to Fairways Common Elements to an unauthorized person by providing keys, key cards, key fobs, parking passes, parking decals, call box codes, or opening doors/gates is prohibited. Owners/Tenants who admit unauthorized persons to these facilities shall lose their privileges to use Fairways facilities in addition to the fine.

### **18. VEHICLES:**

- a. All vehicles that will be parked on the property more than seventy-two (72) hours must have a parking decal or parking pass unobstructed on the lower left corner of the windshield. No vehicle shall be parked in such a manner as to impede or prevent access to another parking space, garage or carport. All vehicles shall be parked within the painted lines of one parking space and pulled close to the bumper. There shall be no parking on the grass or in any area not lined as a parking space. All posted parking regulations shall be obeyed.
- b. All vehicles must have current registration and insurance. No motor vehicle which cannot operate on its own power shall remain on property for more than twenty-four (24) hours. No repair of vehicles, except for emergency repairs, shall be made on the property. No ATVs, boats, boat trailers, recreational vehicles, utility trailers, house trailers, RV, or motor homes shall be permitted on any portion of the property.
- c. Commercial vehicles, vehicles with exposed equipment or containers, and vehicles containing hazardous materials shall only be permitted on the property for an Owner

contractor/repairman or with the written approval by the Board of Directors. **A commercial vehicle, regardless of tag type, is defined as any vehicle that is adorned with advertising and/or transports any products, equipment, and/or people for a business purpose.**

d. The Board of Directors shall have the right to authorize the towing of any vehicle which violates this rule with the costs, in addition to the fine, to be borne by the violator.

e. **No vehicle shall piggyback through the entrance security gate or travel in the wrong direction to enter. An Owner/Tenant, their families, guests, servants, contractors, persons for whom they are responsible and persons over whom they exercise control and supervision, causing damage to the entrance security gate and/or arm shall be financially responsible for repair and/or replacement. Be advised, the minimum fee for causing the gate arm to fall off the mechanism is fifty dollars (\$50.00).**

f. Two (2) RFID decals per unit will be complimentary. Any additional RFID decal will be fifteen dollars (\$15.00). A non working RFID decal will be complimentary exchanged only for the same vehicle. **All Owners/Tenants must have a RFID decal.**

g. No car washing.

h. All vehicle doors shall be locked.

**19. GARAGES AND CARPORTS:** Owners residing in their Unit shall be allowed a total of two (2) garages and/or carports only for the Unit in which they reside. Owners with multiple Units shall only be allowed either one (1) garage or one (1) carport per Unit, with the exception of the initial Unit in which they reside. Garages and carports must not be rented to anyone except an Owner/Tenant at Fairways. Transfer of garages and carports must be approved in writing by the Association. There shall be no modification, including but not limited to the electrical system, of any kind to the garage. A garage shall not be used for any commercial purpose. **Garages use common electricity and therefore refrigerators, freezers and all ongoing electric consuming items are prohibited.** Combustible, hazardous, radioactive or biological materials, and any items that would create a fire hazard or cause pest infestations are prohibited. Garage doors shall be closed when not in use. Garage owners must provide a key to their garage to the Association in case of emergency and mandatory inspections.

**20. SPEED LIMIT:** The speed limit is 15 MPH. Drive only on the roadway. Any damage to the Common Elements by vehicles will be charged to the violator, in addition to the fine.

**21. STORAGE AREAS:** Nothing shall be placed in any storage area that would create a fire hazard or cause pest infestations.

**22. KEYS:** Owners must provide a key to all locks on their Unit, garage and storage closet for use in case of emergency and mandatory inspections. Non-compliance shall result in costs borne to the Owner for any repairs as well as the fine.

**23. TRASH:** All household trash including food waste, bottles and cans shall be securely wrapped in plastic garbage bags and placed in the dumpster. Flatten cardboard boxes prior to placing them in the dumpster. The dumpster door shall be closed after use. Non-household trash shall not be placed in the dumpster. No trash bags shall be kept in the Common Elements, in any storage closet or garage. No leaking trash bags. **Leaking trash bags shall result in a cleaning fee at the cost incurred by the Association in addition to the fine.** Find information regarding The Indian River Recycling Centers at [www.ircrecycles.com](http://www.ircrecycles.com)

**24. NOISE:** No floor covering, except carpet, shall be installed in the second or third floor Units without the written approval by the Board of Directors for the board approved sound barrier between the floor covering and the concrete slab. Televisions, radios, music, voices and any other instruments which may create **noise shall be at a minimum volume between the hours of 10:00 P.M. and 8:00 A.M.**

**25. WINDOWS, BALCONIES, TERRACES, PATIOS and DOORS:** Plants, pots and any other movable objects must not be kept, placed or maintained on any ledge. No objects shall be hung from railings, balconies, terraces or windows. Nothing shall be shaken, thrown or allowed to fall from any window, balcony, terrace or door. No sweepings or other substances shall be permitted to escape to the exterior of the Unit. No indoor furniture shall be kept outside a Unit. No clothing, towels, sheets, cleaning items, garbage cans, cooking items, bicycles, shoes or other such items shall be stored outside a Unit. Balconies, terraces and patios shall be kept in a neat and attractive manner. All loose or removable items shall be removed from the balconies, terraces, patios and outside Unit doors during hurricane season.

**26. OBSTRUCTIONS:** Parking areas, sidewalks, entrances, driveways, passages, patios, balconies, courtyards, vestibules, stairways, corridors, walkways and hallways shall not be obstructed in any manner. One regular size outdoor doormat is allowed adjacent to your Unit door. No planter is allowed outside Unit doors or in the Common Elements. No item of any kind shall be projected out of any window or door in the Condominium. No television or radio aerial or antenna shall be attached to or hung from the Condominium or on the roofs thereon.

**27. CHILDREN:** Children shall not play in the parking areas, walkways, hallways or stairways. Children shall be supervised in the Common Elements at all times.

**28. EXTERIOR APPEARANCE:** The exterior and all areas appurtenant to the Condominium shall not be painted, decorated or modified by any Owner in any manner without the prior written approval by the Board of Directors. No awnings, window guards, light reflective materials, window tints, hurricane or storm shutters, ventilators, fans, air conditioners, screened balconies, terraces or patios, or ceiling fans shall be permitted without the prior written approval by the Board of Directors. An outdoor antenna or TV Dish shall not be placed on the Common Elements or attached to any building. An antenna or TV Dish may be placed on the Unit patio in a cement bucket. Any window covering visible from the exterior of the Condominium shall be white in color.

**29. CIGARETTE BUTTS, CHEWING TOBACCO AND SPITTING:** Cigarette butts shall be disposed of properly. Chewing tobacco and spitting in the Common Elements are prohibited.

**30. EMPLOYEES / CONTRACTORS:** No Owner/Tenant shall direct, supervise or in any manner assert any control over management employees or Fairways contractors.

**31. SIGNS:** There shall be no sign, notice, or advertisement exhibited, displayed or exposed at any window or on any part of the Condominium. Owners/Tenants may use the Clubhouse bulletin boards for notices up to 5x7 inches and the Fairways Online Message Board. There shall be no commercial advertising, posting, or signage of any kind allowed on Fairways at Grand Harbor property.

**32. GRILLS:** Grills, any appliance generating heat, open flames and outdoor cooking are prohibited on the property.

**33. HURRICANE PREPAREDNESS:** Owners/Tenants must prepare their Unit prior to leaving for the hurricane season or have a caretaker for same. Owners / Tenants must remove everything from their patio, balcony, terrace or outside any Unit door as items become missiles in a strong storm. Hurricane shutters shall only be closed during a hurricane watch, a hurricane warning, and during hurricanes.

**34. ATTIRE:** Proper attire shall be worn in the Common Elements. No bare feet are allowed in the Common Elements, except in the pool/spa area.

**35. BICYCLES:** Bicycles shall be housed in the bicycle racks.

**36. ROOFS:** No one shall be permitted on the roofs for any purpose whatsoever.

**37. SOLICITATION:** Solicitation by any person on Fairways property is prohibited.

Effective date: 11/20/18