

**HARBOR COVE  
RESIDENT OWNED COMMUNITY, INC.**

**RULES AND REGULATIONS**

**HARBOR COVE: A COOPERATIVE  
MANUFACTURED HOUSING  
COMMUNITY**

**A 55 AND OLDER COMMUNITY**

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# **HARBOR COVE RESIDENT OWNED COMMUNITY, INC.**

## **A RESIDENTIAL COOPERATIVE**

### **RULES AND REGULATIONS**

These R&R have been established by the BOD of the Harbor Cove Resident Owned Community, Inc., herein referred to as the Association, owner of the community, to promote the comfort, welfare and safety of the residents in Harbor Cove, and to improve and maintain the appearance and reputation of the community. The Association BOD may amend the R&R from time to time, as it deems appropriate to achieve these and other purposes. Amendments to these R&R shall be made according to Florida Statutes 719 and 723 with a notice given at least 90 days prior to the implementation of the changes. The state of Florida allows temporary changes in case of emergencies without 90-day notice.

These R&R replace all R&R previously in effect. The penalty for disregard of these R&R shall be in accordance with Florida Statutes 719 and 723, the Articles of Incorporation, the Master Form Occupancy Agreement, Bylaws and Article 14 of these R&R. The official records of the Association shall be open to inspection by any association member or the authorized representative of such member at all reasonable times.

The Association shall not be responsible for loss or damage to any home caused by accident, fire, theft, or act of God, or for injury to any person or property through use, by residents or their guests, of the recreational facilities and common area. Residents and guests who use the facilities do so at their own risk and assume liability for such physical damage or personal injury caused by or incidental to such use.

#### **I. DEFINITIONS**

- A. Architectural Committee (ARC) - Shall mean the standing committee charged with reviewing all requests pertaining to exterior home or landscape changes.
- 8. Assessment-Any fees charged by the Association, i.e., maintenance, user, special or fines.
- C. Association - Association shall mean Harbor Cove Resident Owned Community, Inc., a Florida Not-For-Profit Corporation, the owner of the community and landlord to members, tenant-owners and 99-year leaseholders.
- D. Board of Directors - Shall mean the current Board of Directors of Harbor Cove Resident Owned Community, Inc. known as BOD.

- E. Carport - An open sided shelter, consisting of a roof extending from the home in accordance with Sarasota County code.
- F. Common Areas - Property owned by the Association that has not been designated for a specific residence.
- G. Community - Community or Cooperative shall mean Harbor Cove, a Cooperative Manufactured Housing Community, according to the plot plan attached to the Declaration of the Master Form Occupancy Agreement, originally recorded in the Official records Book 2997; page 633, at seq. of the public records of Sarasota County, Florida, as amended from time to time.
- H. Declaration - Declaration shall mean the Declaration of the Master Form Occupancy Agreement, recorded at the Official Records Book 2997, page 633, and et seq. of the Public Records of Sarasota County, Florida as amended from time to time.
- I. Driveway - A private road providing access to a building or home.
- J. Garage - An enclosed building or indoor area for parking or storing.
- K.
  - 1. Definition for Guest - A person who is physically present, resides in, or occupies a home at the invitation of the resident or other legally permitted occupant for less than 48 concurrent hours.
  - 2. Definition for Registered Guest - A person who is physically present, resides in, or occupies a home at the invitation of the resident or other legally permitted occupant for 48 concurrent hours or more, but not to exceed 30 days. These guests MUST register with the office.
- L. Maintenance Fee - The monthly fee (members and tenant-owners) or yearly fee (99-year lease holder) paid to the Association for the common expenses, in accordance with the schedule established by the BOD. This fee is due on the 1<sup>st</sup> of each month (members and tenant-owners) or year (99-year lease holder). If maintenance fee is NOT paid by the 5<sup>th</sup> of each month/year, it shall incur a late fee and interest fees at the maximum allowed by law. The BOD request and encourages the use of Automated Clearing House (ACH) or Electronic Transfer of Funds (ETF) to pay these Maintenance Fees. Any fee that results in bad check or insufficient funds charged to the Association will be charged to the payer.
- M. Management - Management shall mean the BOD, designated employees and consultants employed by the Association.

- N. Member (Shareholder) - Member is one who owns a Membership Certificate issued by the Association pursuant to the Articles of Incorporation, the Declaration of the Master Form Occupancy Agreement and the Bylaws.
- O. Ninety-Nine Year Leaseholder - Leaseholder shall mean one who owns a manufactured home on a 99-year lease Unit in the Community. A leaseholder is not a member of the Association.
- P. Owner - Owner shall mean anyone who has title to a manufactured home in the community (anyone who owns a membership share, a 99-year lease or a manufactured home situated on a rental Unit).
- Q. Patio Furniture - Chairs, tables, settees, or loungers suited for use on a patio i.e., such that will not be damaged by exposure, rain, sun or other outdoor elements.
- R. Resident- Resident shall mean anyone who resides in the community.
- S. Rules and Regulations - Principles included in this document for the betterment of the Harbor Cove Community, referred to as R&R in the remainder of this document.
- T. Tenant - Tenant shall mean one who occupies and rents a manufactured home in the community but does not own that manufactured home. A tenant is neither an owner nor a member of the Association.
- U. Tenant-Owner - Tenant-Owner shall mean one who owns a manufactured home in the community but rents land from the Association. A Tenant-Owner is not a member of the Association.
- V. Unit - Unit shall mean the cooperative parcel of land upon which a manufactured home is located. Said parcels are shown on the Plot Plan attached to the Declaration of the Master Form Occupancy Agreement.
- W. Vehicles - Any car, truck, motorcycle/scooter or golf cart. Motorized wheelchairs/scooters for the physically challenged are not considered vehicles. Non-motor vehicles include bicycles, electric bikes, tricycles, scooters and kayaks. Commercial vehicles, any trucks with rated load capacity in excess of 1 ton, and ATVs are not permitted in Harbor Cove.
- X. Visitor - Any person or persons allowed entry to a home for the purpose of conducting business with a resident. Visitors are not entitled to use association amenities.

Y. Watercraft

1. Boat - A small vessel propelled on water by oars, sails or an engine.
2. Canoe - A lightweight narrow water vessel, typically pointed at both ends and open on top, propelled by one or more seated or kneeling paddlers facing the direction of travel and using a single-bladed paddle.
3. Kayak - A light narrow boat that has both ends tapered to a point, is propelled by a double-bladed paddle, and often has a closed top except for an opening in which the paddler sits with the legs extended straight out in front.
4. Personal Watercraft-Also called a water scooter or jet ski, is a motorized recreational watercraft that a rider sits or stands on, not within, as in a boat.

II. **COMPLIANCE**

- A.1. Any resident may report a breach of the R&R by providing a written notice to the Association Manager. Infractions of the R&R may result in fines as authorized in Florida Statutes 719 and 723. All Residents are bound by the R&R of the Association. The Association reserves the right to terminate occupancy of any resident for disregard of these R&R.
- A.2. In cases where a resident's request for exterior changes to their home is denied by the ARC and/or the Association Manager, the resident may appeal to the BOD. The BOD will have final approval or disapproval of the request.
- B. If any portion of these R&R is contrary to any law of any jurisdiction in which the community is located, it shall not apply or be enforced. However, the other provisions of these R&R shall not be affected and shall remain in full force and effect.
- C. All unit owners, tenants, guests, visitors, employees and management will conduct themselves in accordance with the Conduct Code. No such persons may, within any common area of Harbor Cove, engage in conduct constituting a nuisance or unreasonable annoyance, nor disturb the peaceful enjoyment of the Harbor Cove Community. Said conduct includes, but is not limited to, annoyingly loud noises, obnoxious odors, drunk and disorderly conduct, illegal activities, and any language that can be construed as abusive, threatening, intimidating or harassing or any unsolicited physical contact toward any person. As with other Harbor Cove R&R, a resident is responsible for the actions of their guests/visitors and may be held accountable for failure to comply.

### **III. SENIOR HOUSING COMMUNITY**

- A. The Harbor Cove Resident Owned Community is operated as a senior housing community for residential purposes only. The residents and family, with a maximum of three (3) occupants, may occupy a home. One occupant per home must be 55 years of age and all other occupants must be at least 40 years of age. No person shall be allowed to reside in the community until an Application for Residency form has been completed, submitted to the Association and approved by the BOD or its designee. This process must be completed before all sales or rentals are finalized.
- B. The Association will adhere to published policies and procedures that demonstrate its intent to provide housing for persons 55 years of age or older as required by R&R promulgated to implement the Housing for Older Persons Act of 1995.
- C. Residents must advise the Association Office when leaving the community for more than one month and should provide a caretaker's phone number, alternate contact information where they may be reached in the event of an emergency.

### **IV. THE MANUFACTURED HOME**

#### **A. REMOVAL OF MANUFACTURED HOMES**

- 1. No manufactured home shall be removed without written approval of the BOD. Prior to the owners removing their manufactured homes, owners must furnish the BOD or its designee with the true copies of Removal Contracts for removal of all ground improvements. Such contract shall include, but not be limited to, the removal of the manufactured home, covered carport, garage, storage shed, all attachments, skirting, driveway, other slabs and steps, etc. Removal of a home, including the grading of the affected areas of the unit, must be completed within 14 days from the commencement of the removal. The BOD may grant some exceptions (i.e., an existing driveway in good repair) on a case-by-case basis.

#### **B. NEWHOMES**

- 1. Prior to ordering a new home, the Owner/purchaser is required to have the Unit/Lot surveyed by a Florida licensed surveyor, including the elevation, and all lot corners and home corners will be appropriately marked so the new home, carport and shed can be properly set.

2. Prior to the purchase and installation of a new manufactured home, the owners/purchasers must submit to the BOD or its designee, an Application to Install Manufactured Home on forms provided by the Association. Forms shall include, but not be limited to the manufacturer's plan view of home/site plan/elevation/raised •seal boundary survey, including all attachments, fixtures and dimensions. Any newly installed home shall be a minimum of 850 square feet under AC/heat. Homes are not allowed to be on stilts and may not exceed one (1) story in height. The BOD or its designee, upon examination of the site in accordance with the lot's Prospectus and current government regulations, will determine the maximum length, width and optimum position on lots. The BOD must take action on the application at the next BOD meeting.
3. The BOD or its designee will monitor home placement via periodic inspections. New manufactured homes must comply with all applicable laws, ordinances and regulations of the state, county and community. Green space will follow Sarasota County code.
4. Within 60 days of any removal of a manufactured home, or the purchase of an empty share lot, 99-year lease lot or rental lot, an application to install a new manufactured home with proof of purchase contract from the manufacturer must be completed and submitted for BOD approval.
5. No home may exceed the maximum elevation established by existing building codes.
6. The manufactured home, including all attached improvements, must be set up within 90 days from the date of placement of the manufactured home on the lot. The BOD or its designee may approve an extension upon request.
7. All axles, wheels and hitches must be detached from new home and removed from Harbor Cove.

**C. SETBACKS**

1. Front: Fifteen (15) feet from the street (edge of pavement) to front of home, excluding tree islands, flowers and/or bushes.
2. Sides: Five (5) feet from side lot lines on each side of the home or carport, excluding a landscaping border to be approved by the ARC.



3. Rear: Ten (10) feet from the rear lot line (non-water lots) to the home or lanai excluding patios.
4. Water rear: Ten (10) feet from the land edge of the seawall/retaining wall to the home or lanai, excluding patios. Residents shall not place any hard structures or patios in an area two (2) feet from the inside edge of the seawall/retaining wall back toward the home. The only permitted structure or patio materials in this area are removable paver stones, bricks, slate or segments of wooden decking. It being the intent that these two (2) feet buffer shall be for maintenance of the seawall/retaining wall and therefore no permanent structures (decks, monolithic pour concrete, sheds, boat lifts, etc.) shall be permitted in this area.
5. These setbacks apply to all new home installations or home and lot changes. Harbor Cove's setbacks may be more stringent than Sarasota County. The BOD will have final approval for settling lot line disputes.

D. HOME AND HOME SITE IMPROVEMENTS

1. MODIFICATIONS

- a. Nothing may be installed on the common areas without prior BOD written approval.
- b. ALL exterior work requires a submitted and approved Association ARC Form and an Association Permit issued prior to commencement of work. (Forms available in office and online) Examples include any driveway, home, carport, shed, patio, exterior painting, landscaping, garden, tree, clothesline, antennae, permanent bird feeder or other outside item. Permits for work must comply with current state, county, and Association R&R and must be displayed on unit.
- c. All antennae must be placed in locations that are unobtrusive and not inconvenient to other unit owners
- d. All homes shall have a poured concrete driveway a minimum of 12 ft. wide with a maximum of 20 ft. wide. Side setback must be maintained. Homes with horizontal placement will be considered individually.
- e. A covered carport is required. One utility shed/9ara9e, **with** a minimum 46 sq/ft, built on site with the same roofline as the carport and no higher than the house roofline is also required.

- f. Precast concrete, site-built masonry, wooden or composite (with enclosed riser structure) steps are to be installed at all entrances to the home with a poured concrete walkway or driveway leading to each entrance.
- g. Only patio furniture should be visible from the street.
- h. All homes must have skirting or decorative block/brick/stucco with adequate ventilation. HVAC and generator unit base structures must be enclosed.
- i. Harbor Cove Resident Owned Community Inc. (ROC) was incorporated to purchase all of the properties from CWS and establish a cooperative under Florida Statute 719. Under this formation, all properties are vested with the Association. Members receive membership certificates, while ROC retains all the property deeds. Members/lease holders are restricted in terms of use of the lot within the R&R set forth by the Association.

In regard to lawns on the lot, the member will have three options:

- Lawns that are entirely rock, shell, stone or other hard surface are prohibited.
  - Grass by seeding, plugging or sodding is permissible. No ARC permits are required.
  - Grass with plants, shrubs, trees or islands may be implemented. Any plants, shrubs, trees will need to be specified in an ARC permit request, including type and location. An island may be installed with an approved ARC permit detailing size, location and materials to be used.
  - Xeriscaping (landscaping which reduces or eliminates the need for irrigation) may be implemented. A detailed design must be established in conjunction with the county/water districts plans and specifications. A permit is required from a county source and from the ARC.
- j. One boat dock may be built on a waterfront lot, provided the unit owner obtains ALL required local state, and federal permits. The dock must be maintained in a safe and functional condition and shall in no way interfere with the navigability of the river/channel. The dock is for the use of the owner and any other Harbor Cove resident who is approved by both the owner, the BOD or its

designee. Only two watercraft per dock shall be permitted. No modification can be made to the seawalls/retaining walls.

- k. No outdoor power equipment may be used between 7:00 p.m. and 8:00 a.m. Additionally, no outdoor power equipment nor contracted work may be used or done on Sundays or the following holidays: New Year's Day, Memorial Day, July 4<sup>th</sup>, Thanksgiving Day and Christmas Day.
- l. Christmas decorations may be installed no earlier than November 15<sup>th</sup> and must be removed by January 15<sup>th</sup>. All other holiday decorations may be displayed during the month of the holiday.
- m. No window shall be covered outside with unpainted plywood or similar material. The only exception is temporary installation of plywood in the event of an officially declared tropical storm or hurricane. It must be removed within fifteen (15) days of the official all clear.
- n. Only non-reflective inside window treatments such as film, drapes, shades, or blinds are allowed on windows or doors. All windows and screens must be in excellent condition.

## **2. MAINTENANCE**

Owners are responsible to repair, maintain, and replace with like kind or superior to any structure, utility, landscape or other component within the parametrical boundaries of the unit. Units not maintained to the standards set forth in a. through m. below, which are not all inclusive, will be subject to the enforcement procedures outlined in section XIV of these R&R.

- a. Exterior siding, roofs and driveways shall be maintained in a clean and safe condition with no mold or mildew visible.
- b. 4" address numbers must be displayed on the home or carport post and visible from the street.
- c. Colors for painting or repainting have to be in accordance with the approved Harbor Cove Color Chart located at the office and must be approved in writing by the ARC. Colors not in the Harbor Cove Color Chart must be approved by the BOD.
- d. Owners are responsible for the regular pruning and trimming of all trees and bushes located on their unit. Weeds in flower beds and islands must be removed on a regular basis.

- e. Mowing, edging and grass trimming of members' and tenant-owners' units are the responsibility of the Association. Owners of 99-year leases may elect to have the Association perform their yard maintenance for an additional annual fee set by the BOD. It is the responsibility of the resident to protect items that may be damaged by string trimmers such as trees, shrubs, vinyl siding, automobiles, plant beds, sprinklers and ground lighting. All owners may elect to do their own mowing, edging, trimming, etc.
- f. No fences, walls or hedges of any type may be installed between units. Decorative screening may be used around trash and recycling containers and utility service equipment with ARC approval.
- g. Only removable umbrella-type or retractable clotheslines may be erected and shall not be located on the street side of the unit.
- h. For the safety of the community, no new outside fuel or storage tanks shall be installed except to replace an existing tank. Replacement tanks cannot exceed the size of the existing tank.
- i. Recreational fires must be safely contained in a fire pit, bowl, chimenea or other similar device, and never left unattended. They must be ten (10) feet away from any structure. Recreational and cooking fires are only allowed between 10:00 a.m. and 11:00 p.m.
- j. Fireworks:
  - As per State & County Regulations, fireworks are only allowed on January 1<sup>st</sup>, July 4<sup>th</sup> and December 31<sup>st</sup>
  - Owner of fireworks shall be responsible for any and all damage that may occur to any homes, parking lots, common areas, buildings, river and adjoining islands. As per section X. Canals, Rivers and Drainage area - Dumping of anything in the canals, lakes and river or drainage area is prohibited and is applicable with regards to the firework garbage and debris
  - Owner of fireworks must obtain approval from the BOD prior to initiating all other requirements related to firework displays
  - Owner of fireworks shall be responsible for all clean up in all locations of firework landings related to the firework display immediately following the display

- All firework displays must be in compliance with the local county regulations
- k. Boxes, equipment and large appliances such as freezers, refrigerators, washers, dryers, etc. or debris must not be stored outside.
- l. Damage to Property
  1. The owner is responsible to repair or restore any component situated on the unit to its original condition within 30 days from the date the damages occurred. Such repair/restoration shall be in accordance with current county building codes and these R&R. Reasonable extensions of time may be granted at the discretion of the BOD or its designee.
  2. Any homes deemed unlivable or condemned by County Building/Health Departments shall be removed from the community within thirty (30) days of determination of such condition at the owner's expense. Reasonable extensions of time may be granted at the discretion of the BOD or its designee. Failure of the owner to remediate such conditions will be subject to the enforcement procedure in section XIV.
- m. Owners or their contractors shall not dig within five (5) feet of any publicly owned utility without permission from the utility company and from the BOD or its designee. All digging or excavating on the site should first be reviewed and surveyed by "Sunshine 811" (call 811) and Dish Fiber (call the Harbor Cove office).
- n. Drain spouts shall be properly diverted so as not to cause flooding to the unit or adjoining units. Owner shall be responsible for any damage caused by such flooding of adjoining units. If owner fails to take proper action to prevent any damage, the Association will have the work done and will bill the owner.
- o. Landscaping and Trees
  1. When landscaping, native plants are preferred. Artificial flowers are acceptable but must be replaced regularly when faded or damaged.
  2. **All trees are the property of the Association. Installing, removing or replacing of any tree must be approved by the ARC. All costs shall be borne by the owner.**

3. In lieu of replacing a tree that is to be removed, an owner may pay a fee determined by the BOD to the Association, to be used for tree replacement on common ground.
  4. Selling of trees from the unit is prohibited.
- p. Awnings/storm shutters must be raised/removed within fifteen (15) days of a resident returning to the community from being away for the summer or for a storm. No awnings are allowed to be down when home is occupied.

## **V. COMMON AREAS, FACILITIES AND AMENITIES**

### **A. GENERAL RULES**

1. Nothing can be installed on or in any common areas, including lakes and waterways without prior approval of the BOO or its designee.
2. All community sponsored events shall take precedence over private events.
3. Common areas, facilities and amenities are provided for use by residents and their guests/registered guests. Ninety-nine (99) Year Lease Holders and their guests/registered guests will be allowed to use the following amenities only if an annual fee has been paid to allow their access cards to be reset:
  - Tennis/Pickleball Courts
  - Exercise Room
  - Woodshop

R&R for these amenities as well as the pool, shuffleboard and bocce are posted on site of each amenity. 99-year leasers who have not paid their fee and their guests is strictly prohibited. Their use of the above amenities is not permitted.

4. Electronic access cards are required to enter all facilities. Under no circumstance may residents loan access cards to anyone, except guests over the age of sixteen.
5. The pool will be open for use only at the posted hours.
6. Any damage to common facilities or equipment by residents or their guests must be reported to the office and may be the financial responsibility of the owner.

7. After each activity in the common facilities, the area and equipment must be left in a clean and proper condition.
8. No bare feet, cleated shoes or wet swimsuits are allowed in the Clubhouse, North Rec Center or Association Office.
9. No alcoholic beverages shall be sold, distributed or served in the community common areas other than BYOB.
10. No Association property will be loaned without manager's approval.
11. Pursuant to Florida Law, SMOKING, including electronic cigarettes and vaping, is not permitted inside, or within 50 feet of any community building or other designated common areas, including the pool area.
12. After calling 911 in the event of any emergency, on common property, residents should promptly notify the Association at 941-426-2806 24/7 or use the emergency numbers posted on all facility doors.

**B. SPECIFIC R&R AND USER CONTRACTS**

1. R&R regarding each facility are posted in respective areas. Failure to observe these R&R will be cause for restrictions, fines or loss of privileges.
2. Some areas/facilities require specific contracts to be issued and paid for before use. All R&R and contracts have been approved by the BOD. Areas requiring a contract are as follows:

Compound Storage  
Woodshop

Marina  
Clubhouse-Private Functions

**C. GAMBLING IN CLUBHOUSE**

1. All Harbor Cove activities involving gambling activities must be in compliance with Florida Statutes 849.01 and 849.085.
2. With the approval of the BOD, all authorized gambling activities (bingo, penny-ante card games, etc.) are under the auspices of the Civic Association, Boat Club or Grandmothers Club who are authorized to impose R&R for use of the facilities, conduct, and participation. Only Harbor cove residents who are members of the Civic Association. Boat Club or Grandmothers Club and their guests are permitted to participate if they are twenty-one (21) years of age. "Penny-ante games" (euchre, cribbage, poker, billiards/pool, bridge, etc.) and/or bingo may not exceed

Florida Law in winnings for any single player in any single round, hand or game.

**D. NINETY-NINE YEAR LEASEHOLDER USER FEES**

1. The following facilities require additional fees for participation of 99-year leaseholders. To utilize lawn services, marina, compound, fitness center, wood shop and tennis/pickleball courts, an amount to be determined by the BOD must be paid annually. The year will run from January 1 through December 31. Additional fees will be charged to join the Woodworkers Guild for safety training and equipment usage.

**VI. GUESTS**

- A. All guests and their vehicles staying longer than forty-eight continuous hours must be registered with the Association Office.
- B. Guests may occupy a home in the resident's absence with written consent of the resident provided to the Association Office. Guests using common areas, facilities and amenities are subject to all general rules. All guests are limited to a stay of not more than 30 days during a calendar year.
- C. Guests parking of recreational vehicles will not be permitted in the resident's driveway or common areas. No overnight lodging in a recreational vehicle will be permitted within the community. Parking of a recreational vehicle must be arranged with the Association Office.
- D. Overnight caregivers are not considered guests, but must register with the Association Office, stating hours of work and length of contract for care. The office will issue a special vehicle permit.
- E. All guests under sixteen (16) years of age may use the recreational facilities only when accompanied by a responsible adult.
- F. Baby sitting or keeping children of any age on a regular basis is not permitted.

**VII. PETS**

- A. There are both pet and no-pet sections in Harbor Cove. The no-pet section includes lots #420 to 583 and lots #689 to 793.
- B. Residents living in a no-pet section may not own or keep any pets (with the exception of one (1) indoor cat. Guests are not permitted to bring any pets into the no-pet sections.



- C. Residents in the pet section may have:
1. One (1) dog weighing not more than forty (40) pounds and measuring not more than eighteen (18) inches at the front of the shoulder at maturity and one (1) indoor cat or residents may have a total of two (2) indoor cats in lieu of one (1) dog and one (1) indoor cat.
  2. Other small caged animals must be specifically approved by the BOD and always kept indoors.
- D. Guests of those owners in the pet section may bring only one (1) pet with the above qualifications to Harbor Cove.
- E. All dogs and cats must be registered at the Association Office annually. Registration must include proof of current immunization and a full-body photo. No pets will be kept for breeding.
- F. Pets must not be tied outside the home unattended. Outside pet shelters are prohibited.
- G. Any pet running loose will be referred to Sarasota County Animal Services. **828.27 & 767.14**
- H. Pets must not annoy neighbors, display threatening behavior or be a nuisance.
- I. Pets must be under the control of the owner and on a leash any time they are outside of the home. When walking pets, no pet may be beyond 5 feet of the edge of the road and residents and/or guests must carry suitable containers to pick up and properly dispose of all solid pet waste immediately. Pet **waste** must not be buried or covered over but must be put in an appropriate closed, sealed container and placed in the owner's garbage or trash collection.
- J. Pets are prohibited on the grounds of all common areas. This includes, but is not limited to non-pet sections, lake areas, clubhouse, pool, office, marina, compound, north recreational area and street medians. Pets will be allowed to ride in vehicles throughout the community under the control of their owners.
- K. Assistance animals (service dogs and emotional support animals) are not pets according to the American Disabilities Act and the Fair Housing Act. The above R&R D through I also apply to assistance animals.

#### **VIII. VEHICLES, BOATS AND TRAILERS**

- A. All vehicles must be parked in the owner's carport, driveway, or golf cart pad. No vehicles are permitted to park on the lawns.
- B. No overnight parking is allowed without prior approval from the Association Office. Parking, with a valid permit, is only allowed in designated common area parking areas. Parking in the common parking areas is for a maximum of 48 hours. If additional time is needed, a written request may be submitted to the Association Office. Harbor Cove has designated areas to be used for common area parking. These areas include:
- Blackburn Boulevard from the Clubhouse to the boat ramp and at the front exit from the community
  - Imperial Drive facing the shuffleboard and bocce courts
  - North Recreation Center parking lot
  - Parking lot between the Clubhouse and the office building
  - Tampico Drive facing the marina, pool and shuffleboard courts
- C. All issued parking permits will be dated and are temporary. These permits must be displayed in the vehicle in a prominent and visible location. Vehicles without permits or vehicles left in a parking space beyond the permitted date may be removed and possibly towed away at the owner's expense. Owners of the vehicle will be notified by the BOD or its designee before it is towed. It may be towed after 24 hours.
- D. All residents' vehicles in the community must have current registrations and a Harbor Cove sticker. Residents' golf carts must also prominently display an identification number issued from the Association office.
- E. Inoperable or abandoned vehicles are not permitted in the community and may be towed at the owner's expense.
- F. No major or on-going repairs of vehicles are permitted in the community.
- G. Campers, utility trailers, travel trailers, recreational vehicles, boats and boat trailers are not permitted to park in residential areas including driveways, while the residence is occupied. These items must be parked in the community storage area if space is available; if no space is available, storage outside the community must be acquired at owner's expense. However, the resident may store their boat and/or trailer completely under their carport, excluding the tongue, if the residence is to be unoccupied for thirty (30) **days** or more. A maximum of five (5) days will be granted for maintenance of vehicles in a driveway. A maximum of forty-eight (**48**) hours will be granted for above listed items for loading, unloading and cleaning on the street.
- H. No more than three (3) motorized vehicles shall be parked at any residence. No more than four (4) human propelled vehicles can be stored at one time, including sales or rentals.

- I. Non-residents may not store items in a carport at any time.
- J. For residents and guests, golf carts may only be driven by individuals who have been issued a valid state issued driver's license due to the fact that the majority of our roads are county owned - not privately owned.
- K. No go-carts or ATVs are permitted in the community. Skateboarding, rollerblading, hover boards and toy scooters are prohibited on the common areas, parking areas, sidewalks and game courts.
- L. For the duration of a community sponsored event, common area parking priority will be given to the residents participating in said event. Any other vehicle must be removed from this area prior to the start of the event.
- M. Trailers that are not attached to a towing vehicle may not park in the common parking areas.

#### **IX. WASTE DISPOSAL**

- A. As per Sarasota County, all recyclable materials, yard waste, and trash must be disposed of in proper containers at the front of your driveway on the scheduled collection day and may be placed at the curb no earlier than 5:00 p.m. the day before collection and should be curbside by 6:00 a.m. on collection day. Empty containers must be brought in from the curb by 10:00 a.m. on the following day.
- B. As per Sarasota County, no yard waste, household trash or commercial trash may be burned within the community.

#### **X. CANALS, RIVER AND DRAINAGE AREAS**

- A. Dumping of anything in the canals, lakes and river or drainage areas is prohibited.
- B. Cutting or trimming of mangroves and other protected plants is strictly prohibited and subject to fines. Contact the Association Office for specific cutting regulations.

#### **XI. ADVERTISING, SOLICITING AND CANVASSING**

- A. Advertising, soliciting, or canvassing of any kind within the community is prohibited. Licensed and insured contractors may place signs 2'x2' in front yard while work is underway. Signs must be in flower bed or island.

- B. A resident who performs a service for another resident, even when paid, is not considered to be the operator of a business or commercial enterprise. These activities are not endorsed by the Association.
- C. Carport sales may be held in the community only on the first Saturday of the month from 8:00 a.m. to 3:00 p.m. No sale items are to be displayed in the yard or in the carport at any time other than the designated day of the sale. One Carport Sale sign, maximum of 2 ft. x 2 ft. is permitted to be displayed in the yard and at the street corner on the day of the sale.

## **XII. SIGNS**

- A. One sign, excluding name signs, not to exceed 2 ft. x 2 ft. may be displayed on the street side in the planter box, island or flowerbed. Waterfront homes for sale may have an additional sign at the waterside of their home.
- B. Open house signs may be displayed on the 1<sup>st</sup> Saturday of the month, or on days when Harbor Cove Realty is having a community wide open house event.
- C. Any signs not in compliance with R&R set forth in this document may be removed by management and discarded without notice.

## **XIII. PURCHASING, RENTING AND SELLING A HOME**

### **A. PURCHASING**

Anyone seeking residency in Harbor Cove, whether for purchasing a home or for renting a home, must complete an Application for Residency Form and submit the completed form to the Association's office. Each application will initiate a background check consisting of a credit check and criminal history. Each application must have attached a valid driver's license or a valid state identification card or a birth certificate validating the applicant's date of birth. A fee, which is authorized by Florida Statutes and the amount set by the Association BOD, must be submitted at the same time. Each applicant will need to pay the fee. A married couple or a parent and disabled child will be considered under one application/fee. This fee is nonrefundable. When an application is approved, the applicant will be notified verbally or in writing. If the application is denied, this decision will be sent to the applicant in writing from Harbor Cove Resident Owned Community, Inc.

- Application for residency is required for both purchasing and renting. There are similar components for each application.

- No applicant can reside in Harbor Cove without an approval of this form by the **BOD**.
- One person for each home must be 55 years of age or older.
- Other occupants must be at least 40 years of age.
- There can only be three (3) occupants per home.
- Each applicant must sign a permission slip for a background check which includes a criminal history. A birth certificate or photo identification card and the required fee must be submitted at the same time.

**B. RENTING/LEASING**

1. A home shall not be rented/leased for less than two (2) consecutive months.
2. If a seasonal renter rents consecutive years at the same address, it is not required to submit an application/fee every year per Florida Statute 719. However, if an annual renter does not rent for at least one year or relocates to a different address in Harbor Cove, an Application must be completed, submitted and approved.
3. There will be no subletting/subleasing by tenants.
4. Owners should provide the tenant with their access card(s). If cards are not available, temporary access cards will be issued to registered and approved renters upon payment of a non-refundable fee per card.

**C. SELLING**

1. Sellers may manage all aspects of the sales transaction themselves or may employ a licensed real estate company. It is the responsibility of the seller to ensure the purchasers have been approved before closing on the property.
2. Prior to selling, the office must be notified of the intent to sell.
3. All units must comply with current R&R under Section IV.D.2. MAINTENANCE. See the pre-sale inspection check list, which can be obtained in the office or on our website.
4. New access cards will be issued to registered and approved purchasers. Lost access cards will be replaced upon payment of a fee per card.

5. Transfer fee will be assessed at the level permitted by state law.
6. Estoppel fee will be assessed at closing in an amount set by Florida Statute

#### **XIV. ENFORCEMENT - POLICY GUIDELINES AND R&R** **ENFORCEMENT/COMPLIANCE**

The BOD has the authority to adopt rules, regulations and policies to fully implement its fining authority in accordance with Harbor Cove documents and Florida statutes.

Harbor Cove BOD designees will periodically inspect properties and investigate complaints of violations of the Behavior Code for compliance of all rules. A fine may be levied on the basis for each day of continuing violation regarding property or on the ongoing, three omissions of the Behavior Code.

The Association may levy reasonable fines for failure of the owner, any occupants, licensee or invitee to comply with any provisions of the Association's Declaration, Bylaws or any reasonable R&R issued by the Association.

Anonymous complaints will be accepted and Management will preserve confidentiality of a complainant to the extent possible. Management cannot be everywhere all the time and appreciates residents taking an interest in keeping our community presentable.

The complaint must be first hand and provide the date, time, location and the nature of the violations for Management to investigate. Photos would be useful. Management will investigate and verify all complaints received as quickly as possible. If a name was provided, the complainant will be notified when the issue is resolved. If the complaint is not valid, Management will promptly notify the complainant that the complaint was dismissed.

Harbor Cove has two types of violations: property and individual conduct. Each homeowner, tenant, lessee, renter, guest, visitor and employee shall be governed by and comply with the provisions of Florida Statutes Chapters 719 and 723. The Conduct Code, described in Article II of the R&R, lists behaviors that can lead to or be construed to be detrimental, harmful, threatening and/or unsafe for residents, guests, visitors, employees or to the community.