

# HARWICK HOUSE

a Condominium Association

625 Antioch Ave. | Fort Lauderdale, FL 33304  
Email: [board@harwickhouse.com](mailto:board@harwickhouse.com) | Phone: (754) 225-2627

## FREQUENTLY ASKED QUESTIONS

### 1. What are my voting rights in the condominium association?

Each unit owner one (1) vote for each unit owned. In the event a unit is owned by one person, his or her right to vote is established by the record title to the unit. If a condominium unit is owned by more than one person, the person entitled to cast the vote for the unit must be designated in a certificate, signed by all the record owners of the unit and filed with the Secretary of the Association, including husband and wife.

### 2. What restrictions exist in the condominium documents on my right to use my unit?

Each unit is restricted to residential use by the owners thereof, their immediate families, guests, invitees and tenants.

No nuisance shall be allowed upon the Condominium Property or within a Unit, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the Condominium Property shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage allowed to accumulate, nor any fire hazard allowed to exist. No Unit Owner shall permit any use of his Unit or make any use of the Common Elements that will increase the cost of insurance upon the Condominium Property.

### 3. What restrictions exist in the condominium documents on the leasing of my unit? Guests?

The condominium documents and by laws provides that no lease shall be made, nor shall any such attempted lease be valid unless the Association's prior written approval of such lease shall have been first obtained. Any lease which is not authorized pursuant to the terms of the condominium documents and by laws shall be void unless subsequently approved by the Association.

A unit cannot be leased within the first two years of purchase. Thereafter, the occupancy of the unit is only by the lessee(s) and is not for less than three (3) months and not longer than one (1) year in any twelve (12) month period. No unit or room may be rented, and no transient tenants accommodated.

Guests staying in a unit for more than two (2) consecutive weeks shall be considered tenants, subject to lease approval as provided in the condominium documents and by laws.

The property manager must be notified of all guests staying in your unit longer than two days.

The Association shall have the right to perform a background check and credit check against any and all prospective lessees and all occupants of lessee residing in the apartment.

A unit owner intending to make a bona fide lease of the unit, or any interest therein shall give notice to the Association of such intention, together with the name and address of the proposed lessee, together with such other information as the Association may require.

Also, in accordance with Florida Statute 718.106 (4) which states in pertinent part:

(4) When a unit is leased, a tenant shall have all use rights in the association property and those common elements otherwise readily available for use generally by unit owners and the unit owner shall not have such rights except as a guest, unless such rights are waived in writing by the tenant. Nothing in this subsection shall interfere with the access rights of the unit owner as a landlord pursuant to chapter 83. The association shall have the right to adopt rules to prohibit dual usage by a unit owner and a tenant of association property and common elements otherwise readily available for use generally by unit owners.

4. What restrictions exist in the condominium documents on the sale of my unit?

No unit owner may dispose of a unit or any interest therein by sale for a term of more than one (1) year without approval of the Association. The Association is authorized to collect a reasonable transfer fee as may be determined by the Board of Directors from time to time to defray the expenses of approving a sale.

A unit owner intending to make a bona fide sale of the unit, or any interest therein shall give notice to the Association of such intention, together with the name and address of the proposed purchaser, together with such other information as the Association may require.

5. What restrictions exist that can cause an applicant to be denied?

- a. The person or persons seeking approval has been convicted of a felony involving violence of any kind to persons or property, a felony involving kidnapping and/or being held against their will, a felony involving possession, distribution or sale of a controlled substance, or a felony demonstrating dishonesty or moral turpitude or restraining orders against person or persons;
- b. The person or persons seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, prior evictions, foreclosures or bad debts;
- c. The person or persons seeking approval gives the board reasonable cause to believe that person intends to conduct himself/herself in a manner inconsistent with the covenants and restrictions applicable to the condominium or neighborhood. By way of example, but not limitation, an

apartment owner allowing a lessee to take possession of the apartment prior to approval by the Association as provided in the Declaration shall constitute a presumption that the applicant's conduct is inconsistent with applicable restrictions:

- d. The person or persons seeking approval has a history of disruptive behavior or has evidenced an attitude of disregard for association rules or the rights or property of others, by his or her past conduct:
  - e. The person or persons seeking approval has failed to provide the information, fees or interviews required to process the application in a timely manner, or provided false or inaccurate information during the application process;
  - f. The owner of the apartment requesting the approval of the lease has monetary obligations, including without limitation any Assessment. due to the Association at the time approval is sought;
  - g. Applicant and/or any occupants is a registered sex offender: and/or
  - h. The prospective lessee(s) and/or occupant(s) do not facially qualify to reside in the community. Failing to facially qualify shall mean that the approval of the application would result in a violation of the Declaration, Bylaws or the Association's Rules and Regulations. as amended from time to time.
6. How much are my assessments or condo fees to the condominium association for my unit type and when are they due?

The common expenses are assessed against each condominium unit owner as follows:

**1-Bedroom Unit = \$547.00 per quarter**

**2-Bedroom Unit = \$876.00 per quarter**

We do not send out quarterly invoices, statements, or reminders of any kind. Payment is late after the 15<sup>th</sup> of the first month of the quarter. Payment can be made via check, Zelle or PayPal.

7. What items are covered by the quarterly assessments?

Maintenance of common areas & common elements (i.e., landscaping, exterior maintenance, cleaning of common areas)

Elevator and Emergency Telephone (maintenance, fees and repairs)

Annual fees (fire, inspections and operating certificates)

Reserve fund contributions

Amenities (pool, pool cleaning, laundry)

Utilities (electric for common areas, gas, water, sewer)

Trash and Recycling  
Insurance policies (wind, flood, liability)  
Property management fees

8. Is there parking? Guest parking? Storage Unit?

Parking and storage units are a Limited Common Element appurtenant to the Unit. The Association assigns the parking spot and storage unit to the unit owner.

One spot is assigned to each unit. The parking lot contains 36 spaces for 36 units. However, not all spaces are always occupied. Therefore, there may be available parking for guests. Parking for guests is coordinated by the property manager. Please contact the property manager should you need a space for guest(s).

Parking spaces and/or storage units are prohibited from assigning, transferring, or renting such parking space or storage unit. The Association shall have the right to transfer, assign or rent such parking space or storage unit.

Parking spaces are for vehicles only. No boats, jet skis, motor scooters, go carts, motorcycles, trailers, trucks, cargo or passenger vans, vehicles with commercial advertising, vehicles greater than 18.5 feet and/or other objects shall be placed in or around the parking space.

Front end parking only.

9. Can you smoke on the property?

No. Smoking is not prohibited in or around the common elements of the property, including but not limited to the pool area and recreation room. You may smoke inside your unit.

10. Do you allow pets?

No. Service animals are permitted with the property paperwork, certifications and in accordance with the City of Fort Lauderdale and Broward County.

11. Do I need to purchase insurance?

Yes, you will need to purchase a homeowner's policy to cover contents and provide protection for your individual unit. The condominium association carries a liability insurance policy to handle any claims relating to common areas of the building/complex, and coverage for the building/complex.

12. Am I required to pay rent or land use fees for recreational or other commonly used facilities?

No.

13. What is a reserve fund?

The reserve fund is an account established by the condo association to anticipate extraordinary costs and major repairs of the common areas and common elements of a condominium complex, such as driveway resurfacing, roof replacement, new landscaping, etc.

14. How are fees determined?

Fees are usually based on the annual operating costs for the entire building/complex and divided by each owner's individual contribution to the common expenses per the condominium association rules and regulations, as well as contributions to a reserve fund.

15. What are Bylaws?

Basically the rules and regulations, the bylaws provide information pertaining to establishment and administration of the condominium board including particulars on the election of board members, the powers and duties of the board, the number of members that make up the board, when meetings and election for board replacements are to be held, and any restrictions or requirements regarding the use and maintenance of units and use of common elements.

16. What are Common Elements?

Property that is owned in common and to be used for enjoyment by Association members such as driveways, catwalks, recreation room, pool, laundry facilities.

A limited common element is property with usage restrictions. A parking space assigned to a unit is a limited common element. The master deed/declaration specifies which parts of your condominium development are designated as limited or general common elements. Use of the common elements is governed by the bylaws for the condominium development.

17. What are the duties of the Condominium Association/Board?

The Condominium Association/Board has several duties and responsibilities. They are responsible for the day-to-day operation of the complex, as well as long term planning. The association is supposed to oversee what is happening in the complex, and make sure that owners adhere to the rules and regulations.

For instance, the bylaws may prohibit items that may be stored or kept on a balcony or patio. The condo association would oversee addressing issues that arise.

A good Condo Association is fundamental to maintaining your condominium's value. It is certainly preferable to have a professionally managed complex.

We are a small and voluntary Association with an on-site property manager who is available via text/email/phone.

18. What is a Declaration? (known as covenants, conditions, and restrictions)

It's an instrument, similar to a deed that sets forth the legal particulars and creates a condominium complex. It gives the legal description of the parcels and the legal description of each unit. It details the percentage of ownership in the common elements that is allocated to each unit. As well as, any other lawful provisions that the developer/owner deems desirable to promote and preserve cooperative ownership and to facilitate proper administration.

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20. What are Common Elements?

Property that is owned in common and to be used for the enjoyment by the Association members, such driveways, community terraces, hallways, lobbies, and garages are common elements.

A limited common element is property with usage restrictions. A parking space assigned to a unit is a limited common element. The master deed/declaration specifies which parts of your condominium development are designated as limited or general common elements. Use of the common elements is governed by the bylaws for the condominium development.

21. Where can I find information on Harwick House, such as condominium documents, by laws, rules, application packages etc.

Please visit our website at [www.harwickhouse.com](http://www.harwickhouse.com) for any and all information. Most questions can be answered via the website. There are sections that are for residents only and will require a password. If you have further questions, please email us at [board@harwickhouse.com](mailto:board@harwickhouse.com).