

HARWICK HOUSE, INC.

625 ANTIOCH AVE. | FORT LAUDERDALE, FL 33304

EMAIL: BOARD@HARWICKHOUSE.COM

RULES & REGULATIONS

AS AMENDED MARCH 31, 2017

GENERAL

1. Consideration for other residents is the most important factor in making living here pleasant and comfortable. Congenial condominium owners are the greatest asset of Harwick House.
2. Noise must be kept to a minimum, including but not limited to loud talking, music, TV, playing of musical instruments and/or slamming of doors. If your neighbor can hear it, it's too loud.
3. No personal property of any owner or renter shall be kept in the common areas other than the designated areas.
4. Smoking is not permitted on the property. This includes, but is not limited to, the pool area, walkways, laundry room, storage room, parking area and recreation room.
5. All common-areas should be kept clean. Trash, palm fronds etc. in the pool area, parking area, walkways, laundry room, storage room and recreation room should be placed in appropriate receptacles.
6. You may not ride bikes, roller blades, roller skates, scooters and skate boards on condominium property.
7. Owners are responsible for damage or defacement of common-areas which they, their children, guests, employees or lessees may cause.
8. Misconduct, poor behavior or violation of these rules should be reported via email, via the website or hand delivery to the Board of Directors or Property Manager for follow-up and/or action to be taken as indicated. The report will remain confidential.
9. Footwear must be worn in the recreation room.
10. Grocery carts and/or luggage carriers should be returned to the storage area immediately after use and not to be left in the elevator or on the walkways.
11. Do not allow strangers to enter the building.
12. An individual key code to the stairwell door is provided to each owner and renter. Your key code is to remain confidential and not to be given to or used by guests,

visitors or otherwise. If necessary, a temporary code can be provided for guests staying longer than a few days.

13. An additional key to the elevator and smart cards for the stairwells are available for purchase, upon request. Request for a key or smart card must be made to the Property Manager.

14. Smoke detectors are required and must be operational in each unit.

15. Waterbeds are prohibited.

16. Boats, jet skis, motor scooters, go carts, motorcycles, trailers, trucks, cargo or passenger vans, vehicles with commercial advertising, vehicles greater than 18.5 feet, including but not limited to SUV's and Mini-Vans are prohibited on the property.

17. Outdoor cooking grills are prohibited.

18. Employees of owners, renters or guests are not to use the common-areas.

19. Owners and renters moving in or out must make parking, elevator and all other arrangements with the Board of Directors or Property Manager.

RENOVATIONS/WORK IN UNITS

1. All renovations, improvements and contractors must be approved by the Board of Directors.
2. All contractors must be licensed and insured and obtain necessary permits from the County.
3. Permits are required for all electrical and plumbing work.
4. When flooring is installed, noise transmission (sound proofing) must be installed. All work must be up to Florida building codes and laws.
5. Hurricane impact windows are allowed. Hurricane impact windows must be installed by a licensed and insured contractor. A permit must be obtained. All windows must be approved by the Board of Directors.
6. Construction materials and waste must be placed in a temporary dumpster and not Harwick House's dumpster.

7. Unless otherwise approved or authorized by the Property Manager, work hours for repairs, renovations or otherwise are Monday through Friday from 9:00 a. m. to 6:00 p.m. and Saturday from 10 a.m. to 5 p.m. No work on Sundays.
8. Contractors and workers should use your parking space. If more spaces are needed, please make arrangements with the Property Manager.

SWIMMING POOL REGULATIONS

1. Use of the pool facilities is restricted to owners, renters and their guests. Pool hours are 6 a.m. to 11 p.m.
2. All persons must shower prior to entering the pool if wearing suntan oil or oil of any kind. Waterproof/Water resistant sunscreen is allowed.
3. Pool furniture must be completely covered with a towel to protect it from suntan lotions/oils or other oily substance.
4. Chairs and lounge chairs must be carried by the frame and not dragged from area to area, nor be removed from the pool area.
5. Chairs, lounge chairs and tables must be returned to original location and the umbrellas must be lowered and tied prior to leaving.
6. Boisterous conduct, screaming, running, unnecessary splashing or throwing of balls or other objects in the pool or around the pool area is not permitted, Residents will be held responsible for all actions of their guests. Children who wear diapers must wear swim diapers in or around the pool.
7. Regulations posted are to be respected.
8. For the protection of all concerned, persons with open blisters, cuts, skin abrasions or any communicable disease are requested not to use the pool.
9. Persons using the beach should clean tar and sand from their feet or shoes prior to entering the building, recreation room or pool area.
10. All trash should be deposited in receptacles provided.
11. No smoking of any kind is allowed in the pool area.
12. Children under the age of fourteen must be accompanied by an adult in the pool area.

13. Glass containers of any kind are prohibited in the pool area.
14. As a safety measure, it is advised that no person swim alone.
15. No diving. Jumping is allowed in the deep-end.
16. All persons using the swimming pool or other recreation facilities do so at their own risk. At no time will there be a lifeguard on duty. No liability whatsoever is assumed by Harwick House, Inc.
17. All rules posted in the pool area must be followed.

RECREATION ROOM

1. The recreation room is for reasonable use of residents and their guests, unless previously reserved. This room is to be cleaned of litter and restored to its original condition after use.
2. This room may be reserved and used by residents for social functions when authorized by the Property Manager, but not for religious or political meetings. A Recreation Room/Pool Agreement must be completed and approved by the Property Manager.
3. No furniture shall be removed without approval of the Property Manager.
4. Smoking is prohibited in the Recreation Room.
5. The bathroom lights/fans are on an automatic switch. There is no need to turn the light/fan on/off. Please keep the women's bathroom door shut as the sensor is aimed at the main door and will turn on/off every time someone enters the room.
6. At no time are owners or renters allowed to put their unwanted belongings in the Recreation Room. If you have items you no longer want and would like to offer them to the community, you may place a list, including pictures, if desired and contact information on the community bulletin board or Harwick House website.

PUBLIC AREAS

1. The bulletin board is for the use of the Board of Directors, Property Manager, Owners and Renters. Please keep items small and neat. Approval from the Board of Directors or Property Manager must be obtained.
2. Children are not to interfere with the operation of the elevator, play on the walkways or stairs. Small children must be accompanied by an adult when using the elevator, walkways and stairs.

3. No furniture or decoration of any kind is to be installed or removed from the recreation room, the common-area or the pool without the approval of the Property Manager.

PROPER CONDUCT

1. Solicitation is prohibited on the property for any purpose, cause or charity.
2. No advertising of any business is allowed on condominium property. No retail business or public sale of merchandise shall be allowed from any apartment.
3. Nothing shall be attached to the railings of the walkways either temporarily or permanently without prior authorization of the Property Manager. No objects may be hung from windows or railings, including but not limited to towels, clothing or rugs. Clothes lines are prohibited.
4. The walkway must be kept clear. No plants, pets, receptacles, chairs or other movable objects may be kept or maintained on walkways. Buckets under air conditioners are not allowed.
5. Nothing shall be shaken from windows or doors, including but not limited to doormats or rugs.
6. Birds or wildlife are not to be fed.
7. Residents may not use common-area of the property for their personal use except as outlined above.

LAUNDRY ROOM

1. The coin-operated and Bluetooth enabled (for credit card use) washers and dryers are available to residents on a first-come, first-serve basis. Operating instructions and rules for use of these machines are posted in the laundry room and should be observed, laundry room hours are from 7:00 a.m. to 12:00 a.m. daily.
2. Leave machines and room clean. Remove lint from dryer filters. Remove clothes. Any laundry left unattended after 24 hours may be discarded.
3. Bleach is prohibited.
4. If the machines are not working properly, please inform management immediately. Do not contact the service company directly.

5. The light and fan located in the laundry room is on an automatic switch. There is no need to turn the light/fan on/off.
6. No washers or dryers are allowed in the units.

PETS

In accordance with the Rules and Regulations of Harwick House and the governing documents, dogs, cats or any other pets are absolutely prohibited.

EMOTIONAL SUPPORT/SERVICE ANIMAL

1. An individual with a disability is entitled to full and equal accommodations, advantages, facilities, and privileges on the Condominium Property. An individual with a disability who desires a reasonable accommodation to the Association's pet policy shall notify the Association and provide information to the Board of Directors or Property Manager in compliance with the Association's Service Animal and Emotional Support Animal Policy, Federal, State and local Fair Housing laws justifying the need for such accommodation. Accommodations will only be granted to those residents who are considered disabled under the Fair Housing Act or Americans with Disabilities Act. The Association will grant a reasonable accommodation if a resident is considered a disabled person under the FHA. For purposes hereof, a disabled person under the FHA is someone who has an impairment and substantially limits one or more major life functions. You must meet Fla. Stat. §413.08 and provide the Board of Directors with the proper paperwork reflecting same.

- a. Impairments – An impairment can be either physical or mental [24 CFR 100.204(a)].
- b. Major life activities – Activities that are of central importance to daily life: walking, talking, hearing, seeing, breathing, learning, performing manual tasks, and caring for oneself [24 CFR 100.204(b)]
- c. Substantial Limitations – A “substantial” limitation is a limitation that is significant or to a large degree.

Under the FHA, disabled persons are entitled to accommodations in the Association's rules, policies, practices or services that are (1) reasonable and (2) necessary to allow the disabled person an equal opportunity to use and enjoy the premises.

A person is considered handicapped under state and federal laws if he or she has:

- a. A physical or mental impairment which substantially limits one or more of his or her major life activities such as seeing, hearing, walking, speaking, learning, breathing, eating or performing manual tasks;

- b. A record of having such impairment; or
 - c. Regarded as having such impairment.
2. No service animal and emotional support animal is permitted to create an unreasonable source of noise or annoyance to other residents and/or guests of the Condominium.
 3. The service animal or emotional support animal's handler is responsible for ensuring that their service animal or emotional support animal does not make excessive noise which may disturb other residents and/or guests.
 4. The service animal or emotional support animal must be under the control of its handler and must have a harness, leash, or other tether, unless either the handler is unable because of a disability to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, in which case the service animal must be otherwise under the handler's control by means of voice control, signals, or other effective means.
 5. The service animal or emotional support animal must be under the control of its handler and must have a harness, leash or other tether any time the animal is outside of the unit.
 6. If a service animal or emotional support animal shows aggressive behavior or violence towards humans and/or other animals, upon written notice from the Association, such emotional support animal or service animal will be required to be permanently removed from the Condominium Property and the apartment.
 7. The service animal or emotional support animal's handler must pick up after their service animal or emotional support animal immediately. The northwest section located in the back of the property is designated for any excrement by the animal. It is suggested that the handler carry clean up supplies with them. Should it ever happen that the handler needs to leave a mess to obtain clean up supplies, they are to do so immediately, clean up the mess, and contact the Board of Directors or Property Manager via email, text or phone call informing them of the incident. It is important this step be taken so the Board of Directors or Property Manager can readily state the accident is being taken care of by the handler.
 8. Do not use the neighboring properties for excrement by the service animal or emotional support animal. Harwick House has designated an area for same.

9. The service animal or emotional support animal's handler is liable for damage caused to the Condominium Property, other persons, personal property or other animals by the service animal or emotional support animal.

10. The service animal or emotional support animal's handler must obey and follow all Broward County Animal Laws.

11. The service animal or emotional support animal's handler must carry an insurance policy, also naming Harwick House, Inc. as insured, which covers animal bites and/or all injuries sustained from an animal's aggressive behavior or attack. The service animal or emotional support animal's handler must provide Harwick House with a copy of said policy. The policy must remain current.

12. The service animal or emotional support animal must be up-to-date and must remain up-to-date with all vaccinations and shots. The service animal or emotional support animal handler must provide Harwick House proof of same. All service animal or emotional support animals must have and wear a Broward County Rabies Registration Tag, which must remain current.

13. The service animal or emotional support animal's handler must follow the Rules and Regulations and By-Laws of Harwick House, Inc. All service animal or emotional support animal's handler shall pick up and acknowledge receipt in writing a copy of the current rules every year. You acknowledge that you understand the rules; you agree to obey the rules and ensure your pet obeys the rules, and that if you mistakenly do not obey any rule, that you expect, acknowledge, and appreciate other owners or the Board member who point out such to you.

14. The service animal or emotional support animal's handler must follow the Broward County Code, the Broward County Animal Care Ordinance and all Broward County Animal Laws.

15. The Association may exclude or remove any animal from the Condominium Property or the apartment, including a service animal and emotional support animal, if the animal is out of control and the animal's handler does not take effective action to control it, the animal is not housebroken, or the animal's behavior poses a direct threat to the health and safety of others.

GARBAGE

1. Garbage should be placed in a bag, tied and disposed of in the dumpster. All boxes, plywood or anything large-in-size must be flattened and cut-up prior to placing in the dumpster.

2. Newspapers, bottles, cans, plastic and all other recyclables are to be placed in the designated recycle bin. See instructions on bulletin board in laundry room.

3. Removal of all furniture, including but not limited to mattresses, sofas, chairs, appliances and bulk trash must be removed from the property by the owner or renter. Large furniture and bulk trash is not allowed in the dumpster, dumpster area, outside the dumpster or on the sidewalk.
4. No toxic or flammable materials: No auto batteries, oils or petroleum.
5. All trash/recycling must fit inside of the dumpster/recycling bin with lid closed.
6. Entrance to the dumpster and recycling bins are through the rear door only.

PARKING

1. 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, including but not limited to SUV's and Mini-Vans and/or other objects shall be placed in or around the assigned parking space.
2. One space per unit. If you have more than one vehicle per unit, there is available parking on the street, or you may utilize a free space in the parking lot with permission from the Property Manager. All unauthorized vehicles are subject to be towed at the vehicle owner's expense.
3. There are no guest spots. Owners or renters may arrange for guest parking on a temporary basis where space is available or park on the street. Contact the Property Manager to obtain permission.
4. Parking spaces are owned by the Association and are assigned one space per unit. Parking spaces may not be changed without Board approval.
5. Owners and renters are not allowed to rent their space to anyone, for any reason.
6. Be sure to park your car within the designated space. Encroachment on your neighbor's space will create dissention and may cause damage to cars.
7. Keep the driveway entrance clear.
8. To avoid accidents, be aware of your surroundings and drive slowly through the parking lot.
9. Front in parking only.
10. Renting your parking space is prohibited.

11. Washing of vehicles is permitted.

12. All oil, grease or other fluids leaking from cars must to be repaired ~~immediately~~. It is the owner(s) of assigned space is responsible for any damage to the asphalt paving.

13. All parking spaces are owned and assigned by Harwick House, Inc. and may be changed at any time at the discretion of the Board.

RESALE OF APARTMENTS

1. Notice of sale and rental of apartments is permitted on the community bulletin board or website. Submit your notice to the Property Manager for approval and distribution.

2. An application package must be completed and is available for download from the website or a paper copy is available in the recreation room. The completed application package, with all applicable fees, must be returned at least 30 days prior to closing, for approval by the Board of Directors. The Board of Directors has 30 days to approve prospective buyer(s). Upon completion of the application process, management and/or the Board of Directors will arrange an interview with all prospective buyer(s) over the age of 18. After the interview, the Board of Directors will approve or disapprove and advise the seller(s) of the action taken.

3. The seller(s) must furnish the buyer with the Articles of Incorporation, the Declaration of Condominium, the By-Laws and the Rules and Regulations. If the seller(s) fails to provide the buyer(s) with copies of same, the buyer may obtain copies from Harwick House, Inc., for a fee.

4. Seller(s), in all instances, shall make their own deal with the buyer(s) directly, through a real estate agent, title company or an attorney. A copy of the Contract for Sale and a Certified Copy of the Deed must be provided to the Property Manager.

5. The seller(s) must furnish every real estate agent, a copy of all legal documents, including these Rules and Regulations.

LEASING APARTMENTS

1. A lease is not permitted for less than three months or more than one year for any 12-month period.

2. An application package must be completed and is available for download from the website or a paper copy is available in the recreation room. The completed application along with all applicable fees must be returned at least 30 days prior to renting for approval by the Board of Directors. The Board of Directors has 30 days to approve prospective renter(s).

3. The lessor must furnish the lessee with the Articles of Incorporation, the

Declaration of Condominium, the By-Laws and the Rules of Regulations. If the lessor fails to provide the lessee with copies of same, the lessee may obtain copies from Harwick House, Inc. for a fee.

4. Each lessor shall authorize Harwick House, as Owner's agent, to terminate said lease by legal means and eject the lessee for violation of any rule or regulation of the association, if such action is deemed necessary by the Board of Directors.
5. All owner must apprise the lessee of the importance of complying with all regulations.
6. A copy of the executed lease must be filed with the Property Manager.
7. The owner is responsible for any and all damages to common condominium property caused by lessee.

GUESTS

1. The Property Manager must be notified of guests staying in your unit longer than two days.
2. If the owner is not present, the Property Manager must be notified of all overnight guests using your unit for any length of stay.
3. No children under the age of 18 years of age shall be permitted to occupy a unit unless his or her parent or an approved adult is in residence that same night.
4. The maximum number of persons who may occupy an apartment overnight or at any time is:
 - (a) One bedroom - 4 persons
 - (b) Two Bedroom - 6 persons
5. No pets of guests will be allowed on the property.
6. All guests must be made aware of the Rules and Regulations by the owner. The owner is responsible for his/her guest's behavior and damages.
7. All guests must abide by the Rules and Regulations.
8. Violators of the Rules and Regulations will be forced to vacate.

USE OF ELEVATORS

1. Adults must accompany small children when using the elevator.

2. No smoking, eating or drinking is permitted in the elevator.
3. The elevator "hold" button is for EMERGENCY USE ONLY.

COMMON STORAGE AREA

1. Items stored in the common storage room must be stored within your marked area. All others will be cleaned out and discarded without warning.
2. Furniture, mattresses, tires and similar combustibles should not be stored in these areas.
3. Volatile liquids, paint thinners, paint removers, paint brush cleaners, paints and lacquers must not be placed in storage at any time due to extreme fire hazards.
4. Periodic checks by the Fire Marshall and Insurance Inspectors are made to insure the safety of Harwick House residents. Unless dangerous conditions are avoided, we are subject to fire hazards and increasing insurance rates.

ENTRY TO APARTMENTS

1. In accordance with the Florida Condominium Law and Harwick House Rules, in case of an emergency (such as flooding due to damaged water lines, fire, hurricane, etc.) originating in or threatening any apartment, regardless of whether or not the Owner is present at the time of such emergency, the Association has the right to enter such apartment for the purpose of remedying or abating the cause of such emergency. Owners are required to give the Board an entry key to be kept in a lockbox.
2. Each Owner who plans to be absent for a trip of several days or for an extended period of time must prepare their apartment prior to their departure in a responsible manner (water and electricity in particular— i.e., turn main water valve off, turn hot water tank valve off, turn all circuit breakers off with the exception of the smoke detector, cover toilet, lock windows and doors, etc.)
3. All owners should designate a responsible party to care for their apartment in their absence in case of emergency, storm damage or otherwise. Said person shall check the apartment at least one time per month. The owners are responsible for all actions of said party.

MAINTENANCE QUARTERLY PAYMENTS

Payment of your quarterly maintenance fees are due and expected on the first day of each quarter. No statements will be sent. You must automatically send your quarterly maintenance fees to Harwick House via personal check, bill pay, money order or

cashier's check. Checks should be made payable to Harwick House. A \$25.00 late fee will be assessed for payments received 10 days after the due date. An additional \$50.00 fee will be levied for all returned checks. All owners are responsible for all bank fees, including but not limited to, NSF fees, stop payment fees and return check fees.

CORRECTIVE ACTION

Any fine levied against a unit owner for failure of the unit owner, their guest, lessee or invitee to comply with these Rules and Regulations or any provisions of the By-Laws, Declaration of Condominium, or Articles of Incorporation, may not exceed the sum of \$100.00. The Board of Directors shall give the unit owner a reasonable notice per violation of not less than 10 days of the intended fine to provide the unit owner with an opportunity to respond to the charges. The unit owner must request a hearing before the Board to contest the charges within 10 days of receipt of the notice, in which event the fine cannot be levied until after the hearing of the Board of Directors against the unit owner.