

Dear Homeowner,

We have put together this Tenant Package to help you in organizing the process of renting your unit. We ask that you carefully consider this process, as there are rights and requirements that you should understand. You may need to seek the advise of professionals to answer your questions.

- 1. Remember all leases must be for a minimum period of six months plus one day.
- 2. You were given keys to the clubhouse, fitness room, storage (if applicable), and post office box. The Association Office does not furnish these to tenants.
- 3. Please follow up and make sure your tenant gets all the proper paperwork completed and to the Association Office before occupation by the tenant.
- 4. We have a Welcoming Committee, if you would send their name(s) to the current chairman, we would love to make them feel at home.
- 5. Tenants are not allowed to have pets.

Harbour Village has so much to offer, please help us open these possibilities to your tenants. If you have any questions, please ask.

Tenant Package



- Welcome Letter
- Lease Addendum
- Rules & Regulations
- Important Day to Day Information
- Authorization of Use of Amenities
- Application for Use of Clubhouse or Gazebo
- Clubhouse Rules
- Application for Architectural Review
- Receipt of Forms

Harbour Village

Proposed Policy for Renting Units to Non-Owner Occupants

I. General

The purpose of this policy is to establish procedures for owners and tenants to follow when renting individual units. Leases will be automatically approved if the Owner adheres to this policy and the dues for the unit being leased are not delinquent; however, that approval may be revoked by the Board of Directors if the owner or tenant fails to comply with the Declaration of Condominium, Articles of Incorporation, Bylaws, and Rules and Regulations.

II. Lease Content and Filing Requirements

Harbour Village has several requirements regarding the content and filing of leases.

Period: All leases must be in writing and for at least six months and 1 day in length.

Lease Addendum: Harbour Village requires all leases to have executed as part of the lease a standard Harbour Village Lease Addendum. The standard addendum serves to ensure that tenants understand that their tenancy is subject to the rules and regulations of the Association. The standard form is attached to this policy.

Office Copies: Current copies of leases must be filed with the Association Manager prior to the tenant's occupancy. Owners or Residents are required to provide basic information (emergency contacts, description of automobiles, tags, etc.) to the Association Manager.

III. Key Policies Affecting Tenancies

Occupancy Limitations: To minimize wear and tear on Harbour Village facilities and mitigate common expenses associated with utilities, Harbour Village limits the number of occupants to two persons per bedroom. A person is defined as anyone over the age of 6 months.

Single Family Residence: The Harbour Village premises shall be used solely as a private single-family residence. A single family is defined as one natural person, or group of two or more natural persons, living together and interrelated by bonds of blood, marriage or legal adoption, plus no more than two additional, unrelated, natural persons, occupying the whole or part of a dwelling unit as a separate housekeeping unit. A single family also includes any foster children placed in a lawful foster family home. The persons constituting a single family may also include temporary guests. Temporary guest, as used herein, shall refer to natural persons occasionally visiting such housekeeping unit for a short period of time.

<u>Policies and Procedures</u>: Tenants are subject to the same policies as owners. Owners are responsible for providing Association policy information to tenants. All Harbour Village policies can be obtained from the Association Manager. A copy of the current Use Restrictions and Rules and Regulations are attached.

<u>Tenant Approval</u>: Application must be submitted to Association at least 10 days prior to occupancy and submit \$50 fee for background and credit check. All tenants will be automatically approved, unless there are warrants or derogatory information on their background check.

HARBOUR VILLAGE AT HISTORIC ST. ANDREWS CONDOMINIUMS LEASE ADDENDUM

THIS LEASE ADDENDUM is an a	addendum to the lease for the condominium unit with an
address of 3001 10 th Street, #	, Panama City, Florida 32401 (the "Unit") in the Harbour
Village Condominiums.	

In consideration of the mutual covenants, promises and agreements contained in the Lease and herein, Landlord and Tenant hereby agree as follows:

1. Compliance with Condominium Governing Documents. Tenant's right to use and occupy the Unit shall be subject and subordinate in all respects to the Florida Condominium Act, Declaration of Condominium, Articles of Incorporation, Bylaws, and Rule and Regulations of the Harbour Village at Historic St. Andrews Condominium Association, Inc., and all other rules, regulations and policy statements approved by the Board of Directors, and as any of the foregoing may be lawfully amended from time to time.

Failure to comply with the provisions of the Florida Condominium Act, Declaration of Condominium, Articles of Incorporation, Bylaws, and Rule and Regulations of the Harbour Village at Historic St. Andrews Condominium Association, Inc., shall constitute a material breach of the Lease and grounds for eviction of Tenant and the Board of Directors may revoke the approval of this lease and require the eviction of the Tenant. The Landlord and/or Tenant shall pay all costs incurred by Harbour Village at Historic St. Andrews Condominium Association, Inc. to cure such a breach and the Association will not be liable to the Landlord or Tenant for any cost, expense, loss of rent or damage of any kind.

Tenant agrees to comply with any Violation Notice received from the Association and agrees to pay any related fines levied by the Association.

- 2. <u>Receipt of Rules and Regulations</u>. Tenant has reviewed or has received copies of the Use Restrictions and Rules and Regulations of Harbour Village.
- 3. <u>Pets.</u> Non-unit owners, tenants, visitors, and guests are prohibited from keeping or having a pet on the Property.
- 4. <u>Pool.</u> Non-resident owners must complete the tenant pool registration, which is available through management if they wish to allow their tenants use of the pool facilities.
- 5. <u>Clubhouse.</u> Non-owner residents will have to get written permission from the owner each time he wishes to use the clubhouse, the association will have a standard form which the owner and tenant must sign specifying their responsibilities. Non-owner residents will have to put up a \$250 deposit for a party.

- 6. <u>Keys.</u> Tenant agrees to return gate cards and common area keys, if any have been issued at the expiration of the lease.
- 7. <u>Insurance.</u> Unit Owners and Tenants shall obtain coverage at their own expense upon their personal property and for their personal liability and living expense.
- 8. <u>Corporate Leases</u>. Corporate leases where the individual Resident will occupy the condominium for less than six months and a day must be approved by the Association.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the date noted below.

Landlord(s)			Tenant(s)		
Name		<u> </u>	Name		
Signature		<u> </u>	Signature		
Date:			Date:		
******	*********	*******	*********	******	:*****
Names & Ages o	f Tenants:				
Name		Age	Name		Age
Name		Age	Name		Age
Tenant's Automo	obiles:				
Make/Model	Year	Color	Make/Model	Year	Color
Tenant's Phone I	Numbers & Email	Address:			
Home	Office		bbile Email		_

, , ,	C	tion to provide notices of meetings and	
•		want to be included in the HV Roster when	men is
available to residents of	nly. It is not provided to the	ne public.	
Tenant	Tenant	Tenant	

RULES AND REGULATIONS OF THE HARBOUR VILLAGE AT HISTORIC ST. ANDREWS CONDOMINIUM ASSOCIATION

The following rules are in addition to any use restrictions stated in the Declaration of Condominium. These rules may be mended by appropriate action of the Association.

Use and Maintenance of Units

- 1. Unit Owners shall maintain entry devices in good order. The Association shall have the right to establish fees for the replacement of entry devices.
- 2. A Unit Owner may not make any architectural changes to the interior of a Unit without prior written approval by the Association. All such changes shall become the maintenance responsibility of the Unit Owner. No unit owner shall decorate any part of his unit or the building so as to change the appearance of the unit from the outside. Without limitation, this means that a unit owner may not paint any balcony, illuminate the balcony or the exterior of the building, display any plants or other objects upon balconies or railings or exterior window sills or ledges. Under no circumstances will containers be allowed that will permit water and/or plant fertilizers to soak through to the building floors and/or lower walls and railings. No one may mount any object upon the exterior or roof of the building without the approval of the Board of Directors in writing.
- 3. If a Unit Owner is to have guests or tenants in residence and the Unit Owner is not in residence at that time, prior to the guests arriving, the Board must be notified in writing by the Unit Owner of the number of persons, the names of the persons who will occupy the Unit and for what length of time.
- 4. In the event that a Unit Owner desires to place a floor covering of any type on the terrace or balcony of a Unit, the Unit Owner must receive prior Board approval for the type of floor covering and the method of application. No carpet will be approved on terraces or balconies.
- 5. In the event that a Unit Owner elects not to place carpet on the Unit floor, but places any type of tile thereon, there must be adequate sound-proofing material placed under the tile so as not to disturb a Unit Owner below.
- 6. Unit owners shall use their unit in a way that does not unreasonably disturb any other resident. The playing of stereos, radios, televisions, musical instruments and the like must not exceed a reasonable volume at any time. This applies to public areas and inside units. Between the hours of 10:00 p.m. and 10:00 a.m. the volume shall be kept at a level that cannot be heard outside the Unit in which located.
- 7. The keeping of a pet at the Condominium is a conditional license. The license is subject to termination at any time upon a finding by the Board that the dog or other pet is vicious, is annoying to other residents, or has become a nuisance. The owner of a pet assumes liability for all damage to persons or property caused by the pet or resulting from its presence. Non-unit owners, tenants, visitors, and guests are prohibited from keeping or having a pet on the Property.
- 8. A pet is defined as a dog or cat. Any other type pet has to be approved IN ADVANCE by the Board. All pets must be registered with the management company and have a tag identifying their unit # and owner name to ensure the proper identification of registered pets.
- 9. The conditional license is subject to the following conditions: (i) a dog must be on leash at all times when outside of the owner's unit; (ii) a dog must not be curbed at any place on the property of the condominium except such places are may be from time to time designated for such purposes (if any); (iii) pets are never to be left unattended in any public area; (iv) Unit Owners must clean up after their pet; (v) no pit bulldogs or part-pit bulldogs are allowed on the premises; (vi) no dogs are allowed that have had attack training, even if law enforcement or military, and even if deprogrammed.
- 10. A fine schedule for not Picking up Dog Droppings Or allowing a pet to urinate on sidewalks and buildings shall be:

1st Offense Warning 2nd Offense \$50

3rd Offense \$100

4th Offense Go before the board to have dog removed from property and loss of right for any other pets by that owner.

Unauthorized Dog

1st Offense Warning

2nd Offense \$100 per day for up to 5 days

- 8. Visitors and guests use the facilities of the Condominium as guests of the Unit Owners, and the Unit Owners shall remain responsible for their acts.
- 9. Adults are expected to monitor children under their care, and shall be held responsible for the actions of children in their care.
- 10. When the air conditioning unit is operating, windows and doors are to be kept closed as much as possible.
- 11. No article shall be stored nor use made of any part of the condominium property that will constitute a fire hazard.
- With the exception of an American flag, and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veteran's Day, a the respectful display of a portable, removable official flags, not larger than 4 ½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, the hanging of any items (including bathing suits, clothing, rugs, and towels) upon balconies or railings or from windows is prohibited.
- Only such awnings, shades, hurricane or storm shutters and sunscreens shall be used in balconies or windows as are approved by the Association. I. Shades may only be extended while homeowner is present. II. All shades must be retracted immediately following sunset. III. Homeowners with sunshades must make arrangements for remedy in the event that sunshades are left extended when not at home or bad weather causes them to become detached or extended while not at home.
- 14. A resident may identify his unit by a name plate of a type and size approved by the Association and mounted in the place and manner approved by the Association. No other signs may be displayed in any manner.

- 15. Occupants of a unit are required to close all windows and doors exposed to the weather whenever no one is in the unit.
- 16. Standard size doorbells will be allowed but must be approved by the architectural committee.
- 17. Holiday door wreaths will be allowed. They are to be or the door itself and not include the door framing. There may not be lights or sound. *No moving or flashing lights or musical decorations on the balcony.* They must be displayed in a tasteful manner and minimal. While prior approval is not required the Architectural Committee will oversee compliance of these decorations with the Board having final approval.
- 18. Individual decorative elements (benches, plants) will be allowed in the immediate area around doorways keeping in the architectural scheme of the property. Homeowners must get PRIOR APPROVAL from the board after review from the Architectural Committee.
- 19. No hibachi, gas-fired grill, charcoal grill, or other similar devices used for cooking, heating, or any other purpose shall be used or kindled on any balcony or under any overhanging portion or within 10 ft (3 m) of any structure. Listed electrical grills shall be permitted.
- 20. Open Houses may not be held for the purpose of selling or leasing owner units.

Common Areas

- 1. The greens, walkways or entrances to the Condominium Property shall not be obstructed or used for any purposes other than as entrances and exits.
- 2. Unit Owners shall not allow bicycles, scooters, skateboards, baby carriages or similar vehicles or toys and other personal articles to remain unattended upon any of the Common Elements. Bicycles are allowed to be stored in the garage in a designated location in a designated bicycle rack.
- 3. Unit Owners are responsible for the actions and noncompliance of their children, guests, lessees and service people.
- 4. Unit Owners shall be responsible for any damage to the Common Elements or the Limited Common Elements caused by moving or carrying articles therein. The Association shall restore such damages and the total costs shall be charged to the Unit Owner.
- 5. No solicitation shall be permitted in or around the Common Elements or any part thereof.
- 6. No permanently installed toys or playthings, such as jungle gyms or hammocks, shall be installed upon the Common Elements or the Limited Common Elements without the prior written consent of the Association.
- 7. Garbage shall be placed in secured garbage bags before it is disposed in trash chutes. No items, including cigars and cigarettes is to be disposed at any time from balconies or windows.
- 8. Equipment shall be used only for the purposes intended. Failure of any equipment shall be reported immediately to the management regardless of the responsibility for maintenance in order that proper precautions may be taken. Each Unit Owner shall be responsible for damage caused by misuse of equipment.
- 9. The elevators serving the condominium are primarily intended for use as passenger elevators for residents and their guests. The elevators shall be available for remodeling or for heavy furniture transfer only during the very early off hours of the morning or during the off season period when the condominium building is experiencing light occupancy. The management reserves the right from time to time to determine exactly what constitutes "very early off hours" or the "off season", however until an alternate designation is made, "very early off hours" shall mean between 7-9 a.m., Monday through Friday, and "off season" shall mean October 1 to March 1.
- 10. Fire escapes, halls, stairways, and walkways are for ingress and egress to and from units and shall not be obscured. This precludes the leaving of any articles in these areas, including baby carriages, bicycles, garbage cans, supplies, ice and milk containers.
- 11. Parking areas are for use by residents and their guests for personal vehicles, or other vehicles which are used by them for transportation purposes on a daily basis. All vehicles will be registered with the management company.
- 12. Unauthorized vehicles (Vehicles, the length and width of which prohibits the vehicle from fitting into a designated parking space, as shown on Exhibit C, Vehicles with more than four wheels, Boats, trailers of any sort, recreational-camper type vehicles, personal watercraft and commercial vehicles) may be towed without further notice to the owners, at owner's expense. Commercial vehicles parked on the Common Elements during business hours for the purpose of providing services may be exempt.
- 13. Storage of materials in the garage by Residents or Guests is prohibited.
- 14. In the event the Association provides luggage carts, luggage carts are to be returned to their designated location when not in use.
- 15. Children under twelve (12) years of age using the pool and other recreational facilities must be accompanied by a responsible adult.
- 16. Grilling to be done in the Park Gazebo area only.
- 17. Owners are responsible for any damages and cleanup caused by their workmen in any common areas. Clean up costs will be charged at an hourly rated based on staff requirements and a fine per incident of \$50.
- 18. Owners who have rented their units and relinquished their right of use to those tenants, may not use Community Amenities during that lease period and/or tenant occupancy.

Preparation for Absence or Departure

- 1. For safety reasons, Unit Owners who plan to be absent from their Units for more than thirty (30) days shall make the following preparations before departure:
 - a. Unit Owners shall remove all furniture, plants and other objects from their terraces and balconies.
 - b. Unit Owners shall designate, and identify in writing to the Association, a responsible firm or individual to accept responsibility for care of the Unit in the event that any part of it suffers damage.
 - c. Unit Owners shall close the water valve and turn off the electricity to the hot water heater.
- 2. Damages resulting from failure to comply with the required preparations shall be repaired by the Association and charged to the Unit Owner.

Personal Requests of Employees or Agents

1. Unit Owners shall not order or request any employee or agent of the Association to perform any personal business or task for them during regular business hours of such employee or agent, as those hours are established from time to time by the Association.

Vehicles

- 1. All vehicles must be parked only in the spaces provided for parking. The parking space marked Loading Zone Only next to the entrance of the clubhouse is reserved for active loading and unloading only with a 15 minute maximum.
- 2. Vehicles must be operated in a safe manner at all times on the property and never in excess of 8 miles per hour on the property.
- 3. Boats, trailers of any sort, recreational/camper-type vehicles, personal watercraft and commercial vehicles may not be stored or parked, permanently or temporarily, or left standing on any portion of the Common Elements, unless there is prior Board approval.
- 4. In the event that an inoperable vehicle or a vehicle with an expired license tag shall remain on any portion of the Common Elements for more than twenty-four (24) hours, the Association shall have the right, without further notice to the owner of such vehicle, to have it removed at such owner's expense.
- 5. Only emergency repairs such as flat tires or dead batteries may be made on the Common Elements of the Condominium Property.
- 6. Vehicles the length or width of which prohibits the vehicle from fitting into a designated parking space, shall not be permitted to park temporarily or permanently upon the Common Elements.
- 7. Vehicles with more than four (4) wheels shall not be permitted to park temporarily or permanently upon the Common Elements, without prior consent of the Association. This to include moving vans and trucks.
- 8. All vehicles are to be registered with the management company. Parking decals will be issued and displayed where they are easily visible on the bottom driver's side windshield at all times while on the property.

POOL RULES

THERE IS NO LIFEGUARD ON DUTY.

All persons using the pool facilities do so at their own risk. The Association will not be responsible for any loss of personal property. The pool does not maintain facilities for checking valuables.

- 1. The Association reserves the right to limit the times and days for which the pools will be available. The pool hours will be posted at the pool site. No one is permitted in the pool area at any time the pool is closed. The Management may close the pool at any time if judged necessary.
- 2. Use of the pool is restricted to residents and guests. A maximum of four (4) non-resident guests per "resident household" will be allowed on a limited basis. All guests must be accompanied by a resident at all times while at the pool facility.
- 3. Non-resident owners must complete the tenant pool registration which is available through management if they wish to allow their tenants use of the pool facilities. In the event there is a change in family status or if there are any additions or deletions, contact the Management immediately.
- 4. A resident eighteen (18) years of age or older must be present and responsible for guest or resident children under the age of eighteen (18). Resident's children only between the ages of 13 to 17 may use the pool without parental supervision if approved by the Association. Parents or guardians who accompany children must remain with the children during the time the children are in the pool area, and are responsible for the children's safety and actions, and for any damage which may occur.
- 5. Children in diapers are permitted in the pool provided diapers are covered with rubber/plastic pants. Diapers may not be disposed of at the pool site. They must be taken with the resident when leaving the pool.
- 7. Posted rules are to be observed at all times.
- 8. No diving.
- 9. If there is a lifeguard on duty, he or she has the authority to use his/her own discretion to maintain pool safety and etiquette.
- 10. Proper swimming attire is required at all times. No cutoffs are permitted in pool.
- During inclement weather, such as lightening or thunder, or other conditions hazardous to swimmers, everyone is required to leave the pool area. Management may close the pool under such circumstances.
- 12. Screaming, boisterous conduct, unnecessary splashing and throwing a ball or other objects in the pool or pool area is not permitted. No running, pushing, wrestling, jumping or rough play is permitted in or about the pool.
- 13. Life preservers, when worn for safety, are permitted in the pool. Other floatation devices are only allowed at management's discretion.
- 14. Food is permitted on the deck area only and may not be eaten at the pool's edge or in the water.
- 15. No glass containers are permitted in the pool area.
- 16. Persons suspected of being under the influence of drugs or alcohol may be prohibited from entering the pool area.
- 17. All residents and guests are required to dispose of trash in the receptacles provided, and recyclable items should be placed in the proper containers.
- 18. Smoking is permitted only in designated areas and an ashtray must be used and discard of properly.
- 19. Radios and music players may be used in the pool area only with individual headphones.
- 20. Persons with infections or contagious health conditions must not use the pool. Swimmers with skin lesions, inflamed eyes, or discharge from the nose or ears, open blister or cuts will not be permitted to enter the water. No bandages are allowed in the water.
- 21. Animals, with the exception of seeing eye dogs, are not permitted on the premises.
- 22. Pool furniture must remain within the pool area. Additional furniture may be brought to be used at the pool, but must be taken out of

- the pool area before closing each night.
- 23. Replacement or repair costs for any damaged pool property will be charged to the person or persons responsible. Parents are responsible for any damage caused by their children, and residents are responsible for any damage caused by their guests.
- 24. All injuries must be reported to the Management office immediately.
- 25. All persons must shower before entering the pool.

THE ASSOCIATION AND ITS AGENTS ASSUME NO RESPONSIBILITY FOR ANY ACCIDENTS OR INJURIES IN CONNECTION WITH THE USE OF THE POOL. PERSONS USING THE POOL RELEASE AND INDEMNIFY THE DEVELOPER AND THE ASSOCIATION AND ITS MEMBERS AND AGENTS FROM ANY CLAIMS IN CONNECTION WITH ANY LOSS OF LIFE OR PERSONAL INJURY OR DAMAGE TO OR LOSS OF PERSONAL PROPERTY.

All persons must conform to the rules and regulations of the pool. The management may close or limit the swimming facilities or establish additional rules and regulations whenever in his/her judgment such action is deemed necessary for the protection or health and safety of members and guests. Changes to the rules and regulations will, be posted in the pool area.







You may need to know.....

<u>MOVING IN/MOVE_OUT</u>-Notice of moving in day or move out day must be cleared with the Association Office, please allow for a 1 week notice. Only those vehicles cleared by the Association Office will be allowed to park on the premises. Pads will be placed in the elevator and instructions given on running that particular elevator. Association carts may not be used for moving.

<u>PARKING</u>-Allowed in any undesignated space in the garage, there is no assigned parking. Do not park or stop your car between the gate and garage areas. There is a loading zone space beside the elevator room in the West Building for unloading only with a 15 minute limit. Please be courteous and don't overstay your limit or block the space. All parking offers covered walkways to both buildings. Please follow all Handicap requirements if using those spaces.

GUEST GATE ENTRANCE-Guest should drive up to the gate box and scroll to your name, hit the call button which will ring the phone in your unit. You will be able to ask who is calling you before pressing the 9 button for the gate to open. Once the 9 button is pressed the phone will disconnect. Please do not open the gate if it is not your guest.

GARBAGE- Garbage chutes are located on each floor in close proximity to the elevators. Please locate on map. Garbage should be contained in a strong plastic bag which is tied or secured such that the garbage remains contained when it reaches the bottom of the chute. Make sure you push your garbage past the rubber flap, failure to do this will result in backup alarm which will lock down all trash chutes above your floor. Please pour liquids down your sink before disposing in the trash. BE VERY MINDFUL of FISH, SHRIMP, ETC odor control is always an issue. The two dumpsters in the garage are for CARDBOARD ONLY-NO HOUSEHOLD GARBAGE! Boxes are to be broken down before placing in these dumpsters. Do not place your household garbage in the trash cans in the elevator lobby. No garbage is to be left outside your unit door or on the sidewalks for ANY amount of time. Please pick up any litter dropped in the garage or on the grounds - we do not employee anyone to pick it up for you.

POST OFFICE BOX KEYS-Must be obtained through your owner or your property management company. The Association Office does not have access to them.

KEYS & GATE PASSES-Must be obtained through your owner or your property management company. The Association Office does not have access to them. Additional gate cards may be purchased in the office.

<u>MAINTENANCE ISSUES-Please</u> report any issues pertaining to the elevators, sidewalks, garage, clubhouse, fitness room or pool directly to the Association Office by phone 215-5252 or email tkimblecps@gmail.com. Issues pertaining to your unit MUST be reported to the individual owner or your property management company you rented through. The emergency number is 914-1156.

<u>PETS-</u>Tenants are not allowed pets of any kind. Owners are only allowed to have pets and must be registered with the Association. **No Visitors Pets are allowed.**

SOCIALS-These events are open to all residents, we encourage the tenants to attend and meet their neighbors. Postings are made in the elevator lobbies and on the website.

<u>WEBSITE</u>-Keep updated on events, get forms, and stay informed on maintenance and emergency issues that are happening on our property. <u>www.hvasa.com</u>

BEACH-There are two accesses to the beach (1) located in the south left corner of the garage and (2) off the dock. DO NOT WALK ON THE GRASS OR DUNES! It is detrimental to their survival which is our protection from erosion. When exiting make sure gate closes behind you, never prop the gate. You will need your gate pass (card) to get back in. The south building exit has facilities to shower or wash the sand off your feet.

<u>POOL-</u> Pool Rules can be found in the Rules and Regulations. Access to the bathroom is through the fitness room doors so don't forget your key. Please do not leave the pool area dripping wet and track through the gym, lobbies and elevators. We don't want anyone slipping on the floor. Swimsuits are not allowed in the clubhouse.

<u>PARK PAVILION</u> – This area has 2 charcoal grills which are available for use. Please douse your coals before leaving the area and do not leave hot grills unattended at any time. As in all areas, police these areas before leaving. Because of the special construction of the park, NO OBJECTS CAN BE STUCK INTO THE GROUND IN THE PARK

In General, Please remember to shut gates, return items to their proper place, turn off lights and fans, leave all common areas clean and neat. Report any suspicious activity. And above all enjoy all the wonderful possibilities that Harbour Village has to offer.

HARBOUR VILLAGE AT HISTORIC ST. ANDREWS CONDOMINIUM ASSOCIATION, INC.

Tenant Use of Pool Authorization/Fitness Center Authorization

POOL RULES

THERE IS NO LIFEGUARD ON DUTY.

All persons using the pool facilities do so at their own risk. The Association will not be responsible for any loss of personal property. The pool does not maintain facilities for checking valuables.

- 1. The Association reserves the right to limit the times and days for which the pools will be available. The pool hours will be posted at the pool site. No one is permitted in the pool area at any time the pool is closed. The Management may close the pool at any time if judged necessary.
- 2. Use of the pool is restricted to residents and guests. A maximum of four (4) non-resident guests per "resident household" will be allowed on a limited basis. All guests must be accompanied by a resident at all times while at the pool facility.
- 3. Non-resident owners must complete the tenant pool registration which is available through management if they wish to allow their tenants use of the pool facilities. In the event there is a change in family status or if there are any additions or deletions, contact the Management immediately.
- 4. A resident eighteen (18) years of age or older must be present and responsible for guest or resident children under the age of eighteen (18). Resident's children only between the ages of 13 to 17 may use the pool without parental supervision if approved by the Association. Parents or guardians who accompany children must remain with the children during the time the children are in the pool area, and are responsible for the children's safety and actions, and for any damage which may occur.
- 5. Children in diapers are permitted in the pool provided diapers are covered with rubber/plastic pants. Diapers may not be disposed of at the pool site. They must be taken with the resident when leaving the pool.
- 7. Posted rules are to be observed at all times.
- 8. No diving.
- 9. If there is a lifeguard on duty, he or she has the authority to use his/her own discretion to maintain pool safety and etiquette.
- 10. Proper swimming attire is required at all times. No cutoffs are permitted in pool.
- During inclement weather, such as lightening or thunder, or other conditions hazardous to swimmers, everyone is required to leave the pool area. Management may close the pool under such circumstances.
- 12. Screaming, boisterous conduct, unnecessary splashing and throwing a ball or other objects in the pool or pool area is not permitted. No running, pushing, wrestling, jumping or rough play is permitted in or about the pool.
- 13. Life preservers, when worn for safety, are permitted in the pool. Other floatation devices are only allowed at management's discretion.
- 14. Food is permitted on the deck area only and may not be eaten at the pool's edge or in the water.
- 15. No glass containers are permitted in the pool area.
- 16. Persons suspected of being under the influence of drugs or alcohol may be prohibited from entering the pool area.
- 17. All residents and guests are required to dispose of trash in the receptacles provided, and recyclable items should be placed in the proper containers.
- 18. Smoking is permitted only in designated areas and an ashtray must be used and discard of properly.
- 19. Radios and music players may be used in the pool area only with individual headphones.
- 20. Persons with infections or contagious health conditions must not use the pool. Swimmers with skin lesions, inflamed eyes, or discharge from the nose or ears, open blister or cuts will not be permitted to enter the water. No bandages are allowed in the water.
- 21. Animals, with the exception of seeing eye dogs, are not permitted on the premises.

HARBOUR VILLAGE AT HISTORIC ST. ANDREWS CONDOMINIUM ASSOCIATION, INC.

- 22. Pool furniture must remain within the pool area. Additional furniture may be brought to be used at the pool, but must be taken out of the pool area before closing each night.
- 23. Replacement or repair costs for any damaged pool property will be charged to the person or persons responsible. Parents are responsible for any damage caused by their children, and residents are responsible for any damage cased by their guests.
- 24. All injuries must be reported to the Management office immediately.
- 25. All persons must shower before entering the pool.

THE ASSOCIATION AND ITS AGENTS ASSUME NO RESPONSIBILITY FOR ANY ACCIDENTS OR INJURIES IN CONNECTION WITH THE USE OF THE POOL. PERSONS USING THE POOL RELEASE AND INDEMNIFY THE DEVELOPER AND THE ASSOCIATION AND ITS MEMBERS AND AGENTS FROM ANY CLAIMS IN CONNECTION WITH ANY LOSS OF LIFE OR PERSONAL INJURY OR DAMAGE TO OR LOSS OF PERSONAL PROPERTY.

All persons must conform to the rules and regulations of the pool. The management may close or limit the swimming facilities or establish additional rules and regulations whenever in his/her judgement such action is deemed necessary for the protection or health and safety of members and guests. Changes to the rules and regulations will, be posted in the pool area.

DISCLAIMER: RULES MAY NOT BE COMPLETE OR UPDATED. PLEASE REFER TO CONDOMINIUM DOCUMENTS.

Please initial each	a statement that applies and sign at the b	ottom
Unit #	Unit Owner	
rules set forth byI authoriz	the the tenant(s) of my unit listed on the the Association. The the tenant(s) of my unit listed on the tenant(s) of my unit listed on the	Lease Addendum to use the pool facilities in accordance with the Lease Addendum to use the fitness center in accordance with the
rules set forth byI understa		er may not occur during the lease or occupancy period of tenant.
Owner		Tenant
Owner		Tenant
For Management	t Only	
Date Received		

HARBOUR VILLAGE AT HISTORIC ST ANDREWS CONDOMINIUM ASSOCIATION, INC

Application by Tenant to Use Clubhouse or Pavilion

Date	Homeowner	Unit #
Home Phone Number		Cell
Reservation Date	Time of Use	Including Set-up and Clean-Up
Clubhouse	Pavilion Type	Card Party
Approximate # of Pers	sons Attending	Birthday/Anniversary Party
Please note Tenants m	nay not host Weddings or Receptions	Meeting
		Political Reception
		Fundraiser (Specify Details Below)
		Other Specify in Detail
Outside Vendors:		
Caterer		Phone #
Vendor		Phone #
Vendor		_ Phone #

Usage Rules

- 1. Reservations are on a first come first serve basis with reservations being made with the management company no further out than 18 months. The committees of the association will place their events on the calendar prior to release to the homeowners. Failure to do so will not hold the calendar back from the homeowners.
- 2. Only owners and residents (tenants) will be allowed to use the clubhouse or pavilion. We do not loan out or rent our facilities. No "sponsorships" will be allowed.
- 3. Only owners are allowed to have weddings or wedding receptions for their immediate family members (themselves, parents, or children).
- 4. No teenage or young adult parties without prior written permission from the Board.
- 5. Owners will be responsible and be present during the entire event. A tenant may take the place of his owner as long as the owner agrees.
- 6. Non-owner residents(tenants) must get written permission from the owner each time he wishes to use the clubhouse, the association will have a standard form which the owner and tenant must sign specifying their responsibilities.
- 7. Non-owner residents will have to put up a \$250 deposit for a party
- 8. Events involving Non-resident guests must provide a GATE-KEEPER during the event. Never Prop a gate or publish a personal gate code. Temporary codes may be acquired through the Association Office for caterers etc, 2 weeks notice is needed with follow-up during business hours prior to event.
- 9. Parking for Non-resident guests is in the public parking on the Marina, 10th Street, next to Pappy's, and Under the Oaks Park.
- 10. Clean-up is the responsibility of the homeowner/resident. Any deficiencies will be determined by management and a clean-up fee will be charged based on the time required to clean @\$20 per hour.
- 11. Tables and chairs are for use in clubhouse only. Do not roll carrier onto wood floors and return tables and chairs to storage immediately following event.
- 12. A walk through will be made before and after the event to check for the condition of the room. It is the responsibility of the user to do the before inspection.
- 13. No outside amplified music. No music after 10 pm.

- 14. Be courteous to surrounding residents and end functions at 12 midnight.
- 15. No ice chests allowed on floors without floor protection. (Must be waterproof)
- 16. No swimsuits allowed in clubhouse.
- 17. Make sure activities take in consideration the fragile floors and cloth seating.
- 18. The pool area is open for residential use during pool hours and cannot be reserved or included in clubhouse events
- 19. Any item "damaged" will be replaced at expense of owner. Any dispute will be brought before the board and their decision will be final.
- 20. Two directional signs are available with erasable markers. Clean and return these items to the closet neatly at the end of your function.

Additional Park & Pavilion Rules

Remove all garbage and place in dumpster in garage.

No amplified music. No music after 10 pm.

Because of the delicate nature of the park surface, and the lining underneath, <u>nothing can be driven in</u> the ground. *NO TENT STAKES!!*

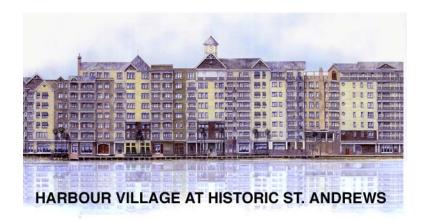
In consideration of the right to use the Clubhouse and/or Pavilion for a special function, and my agreement to comply with the Rules and Regulations for the Clubhouse use for special functions, Declaration of Condominium, and Rules and Regulations by my signature below agree to hold the Harbour Village at Historic St Andrews Condominium Association, Inc., their officers, directors, property manager, and agents harmless and agree to indemnify the Association. It is the homeowner's responsibility to get the inspection form filled out and returned to the management prior to the event to ensure that responsibility for missing or damaged items is properly noted. Against any claims whether civil, criminal, or otherwise arising from the use of the clubhouse by myself, my guests and invitees, including but not limited to any intentional negligent or criminal acts occurring at the Clubhouse or otherwise related to the use of the Clubhouse. I acknowledge that the Associations' liability insurance may not extend to damages or personal injury caused by or resulting from my guests' and invitees' use of the Clubhouse facilities, and specifically waive all rights to suits and claims against the Association, their agents, officers, and directors for such injury or damage. Finally, I agree to return the clubhouse to the same condition in which I found it, and understand and agree that failure to do so will result in a cleaning charge as described above.

Signed ______ Date _____

10 E 15	
After Event R	
	the following items, as they are completed:
0	All garbage removed, placed in a dumpster and replaced garage can liners.
0	All furniture replaced in original placements. Do not slide furniture across floors.
0	No tape, nails, or thumbtacks may be used on clubhouse or pavilion surfaces or furnishings.
0	All my food was removed from the refrigerator.
0	The oven is off.
0	The fireplace and all lights & fans are off
0	I checked and locked all doors
The following	item was damageditems need maintenance attention (please explain in enough detail)improve the facilities or to help make future events better
Other commen	ts if any
Signed	Date

Signed Date

Deposit	Date	Returned Date
		, I
U 1	•	use the common area facilities for the above-mentioned event. In the event
that there are any p	problems or damag	es, that I will ultimately be responsible for the costs and that in the event that
I do not take care of	of these costs an as	sessment will be made on and subsequently a lien placed on my property.
Signed		Date



Clubhouse Usage Rules

- 1. Reserve the room on a first come first serve basis with reservations being made with the management company no further out than 18 months. The committees of the association will place their events on the calendar prior to release to the homeowners. Failure to do so will not hold the calendar back from the homeowners.
- 2. Only owners and residents will be allowed to reserve and use the clubhouse.
- 3. Owners will be responsible and be present during the event. A tenant may take the place of his owner as long as the owner agrees.
- 4. Non-owner residents will have to get written permission from the owner each time he wishes to use the clubhouse, the association will have a standard form which the owner and tenant must sign specifying their responsibilities.
- 5. Non-owner residents will have to put up a \$250 deposit for a party
- 6. A clean-up fee will be charged for party's based on the time required to clean (\$20 per hour).
- 7. A walk through will be made before and after the event to check for the condition of the room.
- 8. No outside amplified music. No music after 10 pm.
- 9. No ice chests allowed on floors without floor protection.
- 10. No swimsuits allowed in clubhouse.
- 11. Any item "damaged" will be replaced at expense of owner. Any dispute will be brought before the board and their decision will be final.
- 12. The following items will be taken care of by the user:
 - a. Remove all garbage and place in dumpster in garage-replace can liners
 - b. Replace all furniture in original placements
 - c. No tape, nails, or thumbtacks may be used on clubhouse surfaces and furnishings.
 - d. Remove all food from refrigerator.
 - e. Set air temperature to 78 if on air and 69 if on heat.
 - f. Turn off all lights
 - g. Check and lock doors
 - h. Make sure that doors to outside are kept closed during event.
 - i. Make sure activities take in consideration the fragile floors and clothe seating.

Park & Pavilion Rules

Remove all garbage and place in dumpster in garage.

No amplified music. No music after 10 pm.

No tent stakes, because of the nature of the park surface nothing can be driven in the ground.

Harbour Village at Historic St. Andrews Architectural Review Application

Please mail or deliver to: Tammy Kimble, Property Manager 3001 W 10th Street

Date:	
Name:	Unit Number:
Phone(s):	Email:
possible. (Brochures, drawings, pictu	nt, Addition, or Alteration. Please include as much supportive material as ures, etc)
	Est. Completion Date:
interior architectural changes withou	I to proceed with any exterior or structural addition or alterations or any at the prior written approval of the Association. I also understand that once ese plans without additional prior approval of the Association.
Owner's Name	Owner's Signature
(For Architectural Review Committee	ee Use Only)
Date Reviewed:	Recommendation:ApprovalNot Approved
Date: Action:	
Date: Action:	
Comments:	
(For Board of Directors Use Only)	
Date Considered:	Approved Not Approved
Officer's Signature	Officer(Print)