

RULES AND REGULATIONS
FOR
HARBOUR ISLE AT HUTCHINSON ISLAND EAST CONDOMINIUM ASSOCIATION, INC.
(Revised September 2019)

There is substantial rewording of the rules and regulations to make the language clearer and consistent.

It is the purpose of the Harbour Isle at Hutchinson Island East Condominium Association, Inc. (the "Association") to maintain luxurious and economically well-managed Association and it is believed that these rules and regulations ("Rules") will aid in this purpose. Your Board will welcome the assistance of all Owners in the enforcement of the Rules. For purposes of interpretation, all terms within the Rules having initial capital letters shall have the meaning stated in the Declaration of Condominium of Harbour Isle at Hutchinson Island East, a Condominium.

Violations of the Rules should be reported in writing to the Association. Violations will then be called to the attention of the violating Owner and any appropriate committee. All disagreements will be presented to the Board, which will take appropriate action. Owners are responsible for compliance of their tenants, Guests, invitees, and Occupants.

A. GENERAL

1. The sidewalks, entrances, roadways, passages, patios, stairways, corridors, vestibules, elevators, lobbies, halls and like portions of the Condominium Property, as that term is defined in the Declaration of Condominium, shall not be obstructed nor used for any purpose other than for ingress and egress to and from Units within the Condominium and to and from Condominium Property, except as approved by the Board.

2. The Board shall be solely responsible for directing and supervising employees of the Association.

3. No disturbing noises shall be permitted on the Condominium Property, nor shall any person's conduct interfere with the rights, comforts or conveniences of Owners, tenants, Guests, invitees and Occupants. Please be aware that sound is transmitted throughout the Units both vertically and horizontally. It is incumbent upon each resident to be cognizant of sounds that may transfer from their Units. Felt tips should be placed on dining room chairs, carpet runners should be placed on main walking areas to cover hard surface flooring, and high heeled shoes should not be worn in the Units.

4. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit, except as the Board may designate for such use by appropriate Rules. No generators are allowed on Condominium Property or in the Units.

5. No exterior antennae, other than satellite dishes (and any accessories thereto) that are wholly located within the Unit and not in excess of two (2) feet in any dimension, and then only if such satellite dish is screened from view, shall be permitted.

6. To maintain a uniform and acceptable appearance of the exterior of Buildings and Improvements, no awnings, screens, glass enclosures or projections shall be attached to the outside walls, doors, verandas, windows, roofs or other portions of Buildings and Improvements, except for storm shutters required by Developer, if any, or other items approved by Developer prior to the sale of a Unit to which

such item may be attached. No clothing, rugs, towels or any other items may be hung so that they can be seen from the exterior of any Unit

7. Owners shall be liable for all damage to the Condominium Property, including, without limitation, the Buildings, Improvements, and other persons or other persons' property caused by receiving deliveries, or moving or removing furniture or other articles, to or from Units and Buildings and Improvements. Service and delivery people are required to check in and check out with the security guard at the main entrance to the Condominium. Moving can only take place between 8:00 a.m. and 8:00 p.m., Monday through Saturday. Residents must contact the Association to schedule moves and deliveries. Residents must notify the Association before hanging elevator blankets in the elevator.

8. No Owner shall: (i) use any of the Total Property or his Unit, or permit the same to be used, in any manner which is unreasonably disturbing, detrimental or a nuisance to any occupant of any other Unit(s) or adjoining Commercial Property owner; (ii) take any action which would be inconsistent with the maintenance of the highest standards for a residential development; (iii) permit the Total Property to be used in a disorderly or unlawful way; nor (iv) take any action which will produce an insurance risk for the Corporation, the Association, any other association or other Owners, tenants, Guests, invitees or Occupants. The use of each Unit shall be consistent with existing ordinances and laws and the Condominium Documents, as amended from time to time, and Owners, tenants, Guests, invitees and Occupants shall at all times conduct themselves in a peaceful and orderly manner.

9. Every Owner, tenant, Guest, invitee, and Occupant shall comply with the Rules, any and all further Rules that from time to time may be adopted, and the provisions of the Condominium Documents, as amended from time to time. Failure of an Owner, tenant, Guest, invitee, or Occupant to so comply shall be grounds for action that may include, without limitation, an action against the applicable Owner to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend voting rights and levy fines in the event of failure to so comply as stated in such Rules and Condominium Documents. This is in addition to all other rights and remedies available to the Association.

10. No solicitation shall be permitted on the Total Property or the Condominium Property. No postings or notices of commercial, business or retail nature shall be permitted on the Total Property or the Condominium Property. No advertising material shall be posted except in an area approved by the Board. All postings shall be dated and meet acceptable community standards and must be removed no later than 14 days after posting. The Board shall have total authority on what is considered of a community or personal nature and what meets community standards.

11. All of the Rules apply to all Owners, tenants, Guest, invitees and Occupants even if not specifically so stated in portions hereof. The Board shall be permitted (but not required) to grant relief to one (1) or more Owners from specific Rules upon written request for such relief and good cause shown in the sole opinion of the Board.

B. RECREATION AREAS

1. Recreation areas shall be used in such a manner as to respect the rights of others, and the Board may regulate duration, scheduling, use, maintenance, and the opening and closing of the recreation areas. The Board may further establish specific rules regulating use of tennis courts, swimming pools, sundecks, the clubhouse, and any other recreation areas governed by the Board.

2. The pool and spa areas are open from 5:00 a.m. to 11:00 p.m., seven days per week, or as determined by the Board. Pool and Spa Rules are attached as Exhibit "A".

3. The fitness center and community room are open from 5:00 a.m. to 11:00 p.m. Fitness Center Rules are attached as Exhibit "B".

4. Parents are responsible for their children at all times while on the Condominium Property. A resident adult must accompany all children under the age of twelve (12) while at the pool, spa, tennis courts, and fitness room.

C. PETS

Only Owners may have pets. Lessees and Guests are not permitted to have pets within the Condominium Property at any time for any reason. Only domestic pets ("Pets") shall be permitted within the Condominium Property, subject to the following rules and conditions:

1. While outside a Unit and while on Condominium Property or the Total Property, all Pets must be restrained by a collar and leash, and must be accompanied by a mature, responsible individual ("Attendant"). No Pets shall be permitted to run outside a Unit without restraint and without being accompanied by an Attendant.

2. The Attendant for each Pet walking a Pet on Condominium Property or the Total Property shall remove and properly dispose of any solid waste produced by said Pet.

3. The Attendant and Owner of any Pet shall be strictly liable for damages caused to Condominium Property or the Total Property by said Pet.

4. Any right of the Owner to keep a Pet in a Unit shall have such right revoked if the Pet shall create or become a nuisance as may be determined in the sole discretion of the Board.

5. All Pets must be registered with the Association prior to being allowed on the Condominium Property. In order to be registered, the Owner must provide proof of current vaccinations. An Association issued dog tag must be visible at all time on dogs while on the Condominium Property.

6. Owners shall be able to have two domestic Pets (dogs or cats) as long as that Pet does not appear on the prohibited pet list. The following Pets shall not be allowed on the Condominium Property. The following list, provided by the Association's Insurance Carrier, applies to both purebred and mixed breed dogs.

- Pit Bull
- Rottweiler
- Akita - including Japanese and Akita Inu
- Canary Dogs - including Perro de Presa Canario
- Chow
- Doberman
- German Shepherd
- Staffordshire Terrier
- American Eskimo

D. VEHICLES AND PARKING

The following restrictions apply irrespective of whether the Properties in question lie within areas owned by or dedicated to a governmental entity:

THIS SECTION DESCRIBES CERTAIN VEHICLES THAT ARE PROHIBITED FROM ENTERING CONDOMINIUM PROPERTY AND THAT ARE NOT ENTITLED TO PARK ANYWHERE ON CONDOMINIUM PROPERTY. HOWEVER, IF A VEHICLE IS LISTED IN RULE 2D (EXCEPTIONS) BELOW, THEN SUCH VEHICLE SHALL BE ALLOWED TO PARK ON DESIGNATED PARKING AREAS OF THE CONDOMINIUM PROPERTY DURING THE TIMES INDICATED, IRRESPECTIVE OF WHAT IS STATED IN THE RULES. NO PARKING OR DRIVING SHALL BE PERMITTED ON ANY GRASS OR LANDSCAPED AREAS AT ANY TIME, WHETHER SPECIFICALLY SET FORTH BELOW OR NOT. FOR THE PURPOSES OF THIS RULE D, THE PARKING RESTRICTIONS ESTABLISHED HEREBY SHALL NOT BE APPLICABLE TO PRIVATE, ASSIGNED GARAGE PARKING SPACES.

1. Prohibited Vehicles. No commercial vehicle, trailer, golf cart or similar vehicles, boat, camper, van or truck (other than passenger pick-up trucks, sport-utility vehicles, family-style vans, and other passenger vehicles used for personal transportation and which do not exceed the size of one (1) parking space) shall be permitted to park on any portion of the Condominium Property, except as the Board may designate for such use by appropriate Rules. The Board may adopt further Rules from time to time regulating and limiting the size, weight, type, place and manner of operation of vehicles on Condominium Property. Electric cars and scooters cannot be plugged in to any common areas nor can extension cords be run from private units to charge them. Electric charging stations may be installed in accordance with Florida law after first obtaining approval from the Board.

2. Exceptions. The following vehicles shall not be subject to the parking restrictions contained above, and shall be entitled to park within designated areas for parking in the Condominium Property, subject to restrictions and provisions contained in these Rules:

a. Moving Vans. Moving vans shall be permitted to park on paved areas of the Condominium Property for the purpose of loading and/or unloading, but only for the time period during which said loading and/or unloading is taking place. At no time shall moving vans be permitted on Condominium Property during the hours of 8:00 p.m. to 8:00 a.m.

b. Maintenance Vehicles. Maintenance vehicles, regardless of classification, necessary for the maintenance, care or protection of property within the Condominium, shall be permitted on Condominium Property during regular business hours, but only for the time period during which such maintenance, care or protection is being provided.

c. Service and Delivery Vehicles. Service and delivery vehicles, regardless of classification, are permitted on Condominium Property during regular business hours, but only for that period of time to render the service or delivery in question.

d. Vehicles for Handicapped Persons. Vehicles for handicapped persons are permitted on Condominium Property at any time. For the purposes of this sub-item, the term "handicapped" is defined by any fair housing law.

e. Other Permitted Vans. Subject to the provisions above, a two (2) axle van as described hereinafter is permitted to be parked on Condominium Property so long as such vehicle: (i) does not contain any exterior commercial identification markings; (ii) does not exceed the manufacturer's standard height, width and length for the vehicle; and (iii) complies with the following window limitations: the vehicle must contain windows on: (a) the rear of the vehicle; (b) on both sides of the vehicle adjacent to the first row of seating; and (c) at least one (1)

set of windows on each side of the vehicle beyond the windows adjacent to the first row of seating.

f. Motorcycles. Motorcycles are permitted but must be operated in a way not to disturb residents. The Board shall have final say on whether a motorcycle meets this requirement. Motorcycles shall be subject to same rules as all vehicles, including, but not limited to, being required to have a parking permit. Motorcycles must be parked in an approved parking space.

g. Police and Fire Safety Vehicles. Police and fire safety vehicles are permitted on Condominium Property at any time.

h. Golf Carts or Similar Vehicles. Golf carts, and similar vehicles, authorized, licensed, and registered for use on the public roadways in the State of Florida are permitted on Condominium property. In addition, golf carts, and similar vehicles, are permitted if they are owned by the Association or used by:

- i. Association vendors, employees, or contractors;
- ii. United States Post Office;
- iii. United Parcel Service ("UPS");
- iv. Federal Express;
- v. Federal, state, county or city governments, such as the police and fire departments.

i. Pods. Storage pods used for moving are permitted on the Condominium Property (with written prior approval from the Management Office) Monday – Saturday from 8:00 am to 8:00 pm. PODS cannot remain overnight. They must be removed by 8:00 p.m., NO EXCEPTIONS. They must be parked in the residents' assigned parking space. Any pods parked or placed in violation of these Rules and Regulations will be towed immediately and without further notice. The Association may proceed with its additional legal remedies as well.

3: Classifications and Definitions. The following classifications and definitions shall govern the above rules:

a. The most current edition of the N.A.D.A. Official Used Car Guide ("Guide") shall determine the classification of whether a vehicle is a truck or van, or whether it is a passenger automobile. If the Guide does not contain reference to a particular vehicle, then the manufacturer's classification shall control. If publication of the Guide shall be discontinued, an equivalent publication shall be selected by the Board to be used to determine vehicle classifications hereunder. Except as otherwise provided as to certain vans under the Rule above, a State registration or title classification shall have no bearing on determination of the classifications under the Rules.

b. A "commercial vehicle" shall mean any motor vehicle which has an outward appearance of being used in connection with business, such as: the vehicle displays work equipment to view and/or is commercially lettered or contains a commercial or business logo. Actual use of the vehicle shall not be considered; only its outward appearance shall be considered.

c. A "truck" shall mean any motor vehicle classified as a truck in accordance with Rule D3(a) above.

d. A "van" shall mean any motor vehicle classified as a van in accordance with Rule D3(a) above and recognized by the manufacturer to be a type of a van, and which has two (2) axles.

4. Restrictions on Use. The following restrictions also apply:

a. No repair (including changing of oil) of a vehicle shall be made on Condominium Property except for minor repairs necessary to permit removal of a vehicle, unless they are made in a Unit's garage with the garage door closed. However, washing, detailing or waxing of a vehicle is permitted on designated areas of the

Condominium Property. Notwithstanding the foregoing, activities associated with boat use and maintenance within designated areas shall be permitted as the Board shall determine from time to time.

b. No motor vehicle, including moving vans, shall be parked at any time on the grass or landscaped areas of the Condominium (except for landscaping equipment at the direction of the Board).

c. Until such time that the Association has proper electric vehicle charging stations on site, electric cars, scooters or bicycles cannot use electrical outlets located on Condominium property for charging. These electrical outlets cannot be modified by a resident for any purpose, and the use of extension cords from interior units to charge electric cars, scooters or bicycles outside is prohibited.

d. Vehicles shall be parked with the front (nose) of the vehicle facing the curb and the front of the vehicle shall not extend over the curb in a way that would harm vegetation or block sidewalks.

e. Residents must ensure vehicles parked on the Condominium Property. All leaking vehicles must be repaired immediately and proof of repairs must be provided to the Association. The owner of the vehicle is responsible for all damage caused by leaks.

h. If someone other than yourself is parked in your assigned parking space, please notify the security guards IMMEDIATELY. Please park in a designated guest space until the issue is resolved. Thank you for your cooperation.

5. Removal of Vehicles. There will be times where vehicles must be removed from the parking areas to accommodate maintenance, repairs or replacement of the parking areas on Condominium Property. Upon reasonable notice from the Association that the foregoing will occur, each Owner, Occupant, Guest and invitee shall remove their vehicle for the time period requested, or be in violation of this provision.

6. Parking Permits. The following applies to all vehicles:

a. All vehicles (including but not limited to motorcycles) must have a proper barcode and parking permit issued by the Harbour Isle management office or a temporary pass issued by Security.

b. Each Unit shall be limited to two barcodes.

c. An Owner may request a third permit by applying to the Board. Any additional parking permit can be withdrawn at the Board's discretion.

d. There is no charge for up to two barcodes. Subsequent barcodes will be disbursed at a cost of \$15 each, or whatever the Board may indicate from time to time.

e. If an Owner has tenants residing in his or her Unit and they have any parking permits, the Owner shall not be eligible for a third permit.

7. Alternative/Concurrent Remedies. Whether or not the Association exercises the Association's right to have a vehicle or other unauthorized items in violation of these Rules towed, the Association shall nonetheless have the right to seek compliance with the Rules by injunctive and other relief through the courts, and/or any other remedy conferred upon the Association by law or by the Condominium Documents. The Association's right to tow shall in no way be a condition precedent to any other remedies available to the Association incident to the enforcement of the Rules.

E. CONTRACTORS

1. All contractors must be licensed by the City of Fort Pierce, St. Lucie County or the State of Florida per their trade and as required by law. Each contractor shall provide the Association with a copy of their current license. All contractors are required to carry insurance coverage and limits outlined below and will be required to add Harbour Isle at Hutchinson Island East Condominium Association, Inc. as an Additional Insured for claims arising out of work for both ongoing and completed operations.

Worker's Compensation: Statutory

Employers Liability: \$500,000 Each Accident; \$500,000 Each Employee; \$500,000 Policy Limit

General Liability: \$1,000,000 Each Occurrence/\$2,000,000 Aggregate including Premises & Completed Operations Actions

Automobile: \$1,000,000 Liability for Owned, Rented or Borrowed Vehicles

Umbrella: \$1,000,000 Each Occurrence/\$1,000,000 Annual Aggregate will be required if above liability and auto liability limits are less than \$1,000,000

Contractors must provide their license and insurance information before being allowed to work at the Condominium Property. Contractors must notify the Association of termination or lapse of insurance coverage within 5 days.

2. All contractors and Owners must supply the Association with copies of permits for any work required to have a permit. Any permits required shall be affixed to the front window of the unit until the job is finished and final inspection is completed.

3. Any contractor working without providing the above information will be required to stop work until both the insurance and permitting requirements are satisfied.

4. Owners are ultimately responsible for ensuring that their contractors are licensed and insured and that permits are issued. If an Owner and/or contractor fail to comply with these Rules, all work must immediately cease. Fines may also be issued in addition to any other legal remedies available to the Association.

5. If carpentry or flooring work is being performed in your Unit, you must notify the Manager well in advance of such work starting.

6. Noisy work may only be performed Monday through Saturday between 9:00 a.m. and 5:00 p.m.

7. Contractors may not use the Association's dumpsters and must remove construction debris from the Condominium Property daily.

9. All hammering such as picture hanging or carpentry may only be done Monday through Saturday between the hours of 9:00 a.m. and 5:00 p.m.

E. BALCONIES/CATWALKS

Your balcony railings and catwalks are an important part of the overall aesthetics of Harbour Isle. To ensure the property remains attractive, the following applies:

1. Personal articles such as swimsuits, towels, cleaning supplies, fishing equipment, coolers, etc. may not be draped or stored at any time.
2. Nothing may be thrown or dropped from balconies and catwalks, i.e. water from plant maintenance, cigarette butts, etc.
3. If you are not in residence during the hurricane season (June 1 – November 30) all items must be placed indoors.

F. ELEVATORS

Harbour Isle is equipped with one passenger elevator per building, which means the highest safety standards. Each elevator is equipped with an emergency phone which is programmed to call the elevator company's 24-hour emergency line. Law prohibits smoking or carrying of smoking materials in the elevators. For your convenience, cigarette posts for the purpose of extinguishing cigarettes are placed near each elevator.

G. LEASING

Leasing of Units is subject to Section 13 of the Declaration of Condominium and the following rules and regulations:

1. Units may be rented for a minimum period of 90 days (3 months), two times per year.
2. A lease application must be completed and submitted to the Association, along with an application fee in the amount of \$100.00, at least 2 weeks in advance of the intended occupancy.
3. All occupants over the age of 18 must be on the lease and must undergo both a credit and background check.
4. All new lessee(s) must complete an orientation with the Welcoming Committee, Manager, or Administrative Assistant prior to moving in to the Property, at which time they will receive a packet of information containing a copy of the Rules and Regulations.

H. FLOORING

Flooring Rules and Regulations are attached as Exhibit "C".

I. ARCHITECTURAL STANDARDS

Architectural Rules and Regulations are attached as Exhibit "D".

EXHIBIT "A"
(POOL AND SPA RULES)

HARBOUR ISLE CONDOMINIUM EAST POOL AND SPA RULES AND REGULATIONS

1. The Pool and Spa at Harbour Isle East is for the express use of owners, tenants, and their guests. There is no lifeguard on duty at the pool. Use of the Pool and Spa is at the user's risk. The Harbour Isle East Condo Association assumes no responsibility for accidents or injuries.

2. Pool and Spa hours are daily from 5:00AM to 11:00PM.

3. **SAFETY RULES**

Children under the age of 16 **MUST BE** accompanied by an adult (age 18 or above). Parents are ultimately responsible for the safety of their children.

No running, fast walking, wrestling or games are allowed on the deck around the pool. Games include throwing any objects (balls of any type, Frisbees, wet objects, etc.) into, over or around the pool.

Pushing or throwing people into the pool is not permitted.

No glass containers are **EVER** permitted in the pool area. Please use paper or plastic cups.

Skateboarding, roller-blades and bicycle riding are not permitted in the pool area.

No food is allowed on pool deck. Please use designated tables under veranda.

Shoes or sandals are required in the restrooms.

4. **POOL CLEANLINESS AND COURTESY RULES.**

YOU MUST SHOWER BEFORE ENTERING THE POOL.

Persons with skin infections, open wounds, nasal or ear discharge, or any communicable disease are not permitted in the pool or spa.

Only swimmers wearing bathing suits are allowed in the pool **NO SHORTS, CUT-OFFS, ETC.**

NO pampers or diapers are allowed. ("Little Swimmers") or the equivalent are permissible.

All trash must be placed in the proper receptacles.

No foul/profane language or loud, boisterous talk.

Radio volume shall be kept at a level that does not disturb others.

Smoking is permitted only if a proper receptacle is used to dispose of ashes and cigarette butts.

No pets are permitted in the pool area.

5. VIOLATORS

Violation of the above rules will result in an initial warning to the offender. A second or subsequent violation will result in removal from the pool area by management and/or appropriate law enforcement.

SPA RULES

1. YOU MUST SHOWER BEFORE ENTERING SPA.
2. Children age 12 and under need to be accompanied by a responsible adult (age 18 or over) at all times the child is in the spa.
3. Children age 5 and under should NEVER use the spa.
4. Spa should be limited to fifteen minutes at any one session.
5. No food or drink is allowed while in the spa water.

EXHIBIT “B”
(FITNESS CENTER RULES)



EXERCISE ROOM RULES

Open 5 am – 11 pm

Seven days a week

ALL THOSE USING THE EXERCISE ROOM DO SO **AT YOUR OWN RISK**. THE ASSOCIATION IS NOT RESPONSIBLE FOR INJURIES OR ACCIDENT.

No food or drinks are allowed, with the exception of bottled water **ONLY**.

NO GLASS PERMITTED IN THIS AREA.

The exercise room is for **Harbour Isle East residents** and **accompanied guests only**

Children under 12 are **not permitted** in the exercise room.

Children 13-18 **must be accompanied** by a parent.

Use the exercise equipment properly. Failure to do so can result in serious injury. For your safety, please exercise with a partner.

Persons with known heart conditions, asthmatic, hypertension or other related health problems should not utilize this facility and its equipment without consulting their personal physician

Read and follow instructions posted on the exercise equipment.

While using the exercise room, individuals may wear: shorts, tank tops, t-shirts, warm-up suits, tights and leotards with appropriate athletic footwear. Shirts are required and appropriate footwear must be worn at all times. **No street clothes, flip-flops, or leather sole footwear to be worn in the facility.**

Personal music devices used in the exercise room shall be permitted **with earphones only**.

Please **wipe down the equipment** when you are finished exercising.

Report damaged equipment, room damage, non-operability of equipment or potentially hazardous condition to the Office **immediately** by calling 772-595-3660.

Smoking is absolutely prohibited.

Failure to obey these rules:

MANAGEMENT RESERVES THE RIGHT TO STOP YOU FROM USING THE EXERCISE ROOM.

In case of an emergency, please call 911

EXHIBIT “C”
(FLOORING RULES)



HARBOUR ISLE EAST FLOORING RULES AND REGULATIONS

Harbour Isle East Condominiums encourages Condo owners to maintain, and if desired, improve the look and quality of your homes. We desire that you and your neighbors are able to have and maintain the quiet enjoyment of your homes with minimal noise and distraction from those who live around you. In order to maintain this quality of life here at HIE, **and to protect you** from complaints and/or action by your neighbors or the HIE Board, each unit owner who elects to install new hard surface flooring must apply for and receive approval for the **materials** and **the installation process** from the HIE Management Office **prior** to commencing the project.

We know that improvements can be a costly, confusing, and often frustrating process. Therefore, we are providing the procedure, specifications, material recommendations, and other helpful material in order to both help you with your project, and protect you in the future as you reside within your condo or consider selling it. Please be aware that the installation of hard surface flooring without the written approval of the Board of Directors, its representatives, and/or the Architectural Review Committee will be subject to immediate removal at the condo owner's expense.

Installation Guidelines:

- It is prohibited to remove your Unit carpeting or tile and replace with a concrete finish directly on the 6" concrete slab.
- Your contractor may suggest putting new ceramic tile directly over the existing tile. While this would be allowed if you apply Super SAM 125 Sound Control Membrane over the top of the existing tile, we recommend removing the existing tile rather than having a double layer of tile which would be extremely difficult and costly to remove in the future.
- The underlayment must be installed under the entire hard surface flooring. Tape all seams as per manufacturer recommendations.
- Leave a minimum of ¼" between the new flooring and adjacent walls. Flooring, underlayment, mastics or glue should NOT TOUCH WALLS!
- After the flooring is installed, additional time should be spent to check the perimeter of the entire floor and the periphery for any protrusions such as pipes, so as not to have any of the mortar, bond coat, or grout touching the wall or any protrusions that penetrate the floor. Should any of the hard material from the installation make contact between the floor and the setting bed and the wall, or a penetrating protrusion, a large reduction in the sound rating will occur.
- A sealant is required at the perimeter of the entire floor, and the periphery of all protrusions to that floor. In the case of hard surface flooring, this joint should be 1/4" wide from the finished top of the flooring. This joint must be filled with an elastomeric sealant or an acoustical sealant. **Hard grout is not acceptable.** This caulking can be done before or after grouting as long as the hard grout is left out of the joint between the floor and the wall and around the periphery of any protrusion. If USG acoustical sealant is used, the joint can be painted to conform to the color of the grout used in the field or the wall base. Dow Corning and GE Silicone sealant comes in a variety of colors to harmonize with the color of the tile or wall base.



FLOORING REVIEW & SUBMISSION PROCEDURE:

1. Submit the Flooring Application found on Page #3 along with the contractor's certification form on Page #4 and a copy of the Contractor's license and Insurance Certificate.
2. Submit a sample of the underlayment to be used (at least 1' x1'). Please do not purchase the sound proofing material until it is approved.
3. Submit a copy of the signed estimate from your contractor that includes a description of the installation process.
4. Before installation, notify the HIE Office about the installation date. Noisy work notices will be placed in the bulletin board and elevator of your building as a courtesy to your neighbors. HIE staff will need to take photos of the underlayment prior to the installation of hard surface flooring.
5. All installation work is to be done Monday through Saturday between the hours of 9am - 5pm. To comply with Safety and Fire Department rules, saws and power equipment cannot be set up on the catwalks or in the parking lot. Debris cannot be placed in our dumpsters, please haul away all debris upon completion of the work.

Ground Floor Units: The Condo documents do not require a sound control underlayment on the ground floor, you may decide to install a perimeter sound barrier between the floor and walls to reduce horizontal and vertical transmission of impact sounds between units.

All 2nd floor, 3rd floor and Penthouse Units: are required to comply with the Flooring Review & Submission Procedure (see page 1). Installation procedures shall comply with the written installation instructions of the approved manufacturer.

Recommended Sound Proofing Materials & Specifications

<u>Products</u>	<u>Thickness</u>	<u>Flooring Type</u>	<u>IIC</u>	<u>STC</u>
Custom Building Products EasyMat	12mm	Hardwood/Tile*	53	70
Ecore QT4012	12mm	Hardwood/Tile*	51	54
Cork Underlayment	12mm	Hardwood/Tile*	51	70

- ❖ The above sound proofing products are recommendations only alternatives will be considered as long as the specifications for the underlayment meet the IIC rating of 53 or higher or a STC rating of 70 or higher over a 6" concrete slab with no suspended ceiling underneath.



FLOORING APPLICATION

DATE OF APPLICATION: _____

HOMEOWNER'S NAME: _____ BUILDING # _____ UNIT # _____

HOME TELEPHONE: _____ MOBILE PHONE: _____

EMAIL ADDRESS: _____

A DETAILED DESCRIPTION INCLUDING A SKETCH OF THE MODIFICATION. INCLUDE WHERE ALL PRODUCTS ARE TO BE USED BY NAMES AND SPECIFICATIONS.

THE FOLLOWING INFORMATION REGARDING THE CONTRACTOR WHO WILL PERFORM THE ALTERATION MUST BE PROVIDED. PLEASE ATTACH A COPY OF THE CONTRACTOR'S PROPOSAL TO HOMEOWNER WITH A COPY OF THEIR CURRENT INSURANCE AND LICENSE. THE PROPOSAL MUST DESCRIBE ALL MATERIALS AND LABOR INCLUDED IN THE QUOTE, INCLUDING MASTIC, SEALANT, QUARTER ROUNDS, BASEBOARDS (IF REPLACED), ETC.:

CONTRACTOR'S NAME: _____

ADDRESS: _____ CITY: _____ ZIP CODE: _____

TELEPHONE #: _____ FAX #: _____

LICENCED TO DO BUSINESS AS: _____

I understand that the Architectural Review Committee approval for the requested changes to my home does not, at any time, waive my responsibility to obtain or, in any way, substitute for a mandatory building permit from the proper governmental departments, nor does it in any way guarantee the workmanship or quality of the requested work. I also acknowledge that I, and my contractor have read and agree to adhere to the installation requirements of the HIW Flooring Rules and Regulations.

HOMEOWNER'S SIGNATURE: _____

DATE: _____

APPROVED: _____ DISAPPROVE: _____

COMMENTS: _____

SIGNATURE: _____

SIGNATURE: _____



Harbour Isle at Hutchinson Island East

Contractor/Unit Owner Soundproofing Certification Form

To be completed and returned to the Property Management Office upon completion of work

I, _____, of _____
Contractor's Name Company Name

A licensed and insured flooring contractor hired for the purpose of installing hard surface flooring in Unit # _____, in Building # _____, do hereby certify that I have read the "Flooring Rules and Regulations" and that the installation is compliant with these rules and regulations. I have installed the new hard surface flooring and installed it using the required sound underlayment material as required. I further certify that this installation in Unit# _____ is in accordance to the specifications of the underlayment manufacturer, the hard surface flooring manufacturer, and in full compliance with these HIE "Flooring Rules and Regulations".

Contractor Signature[s]

Sign Name Print Name
State of Florida
County of Saint Lucie

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by

_____ who is personally known to me or produced

_____ as identification.

Signature _____

Print Name _____

Notary Public, State of Florida

Commission No. _____

My Commission expires: _____

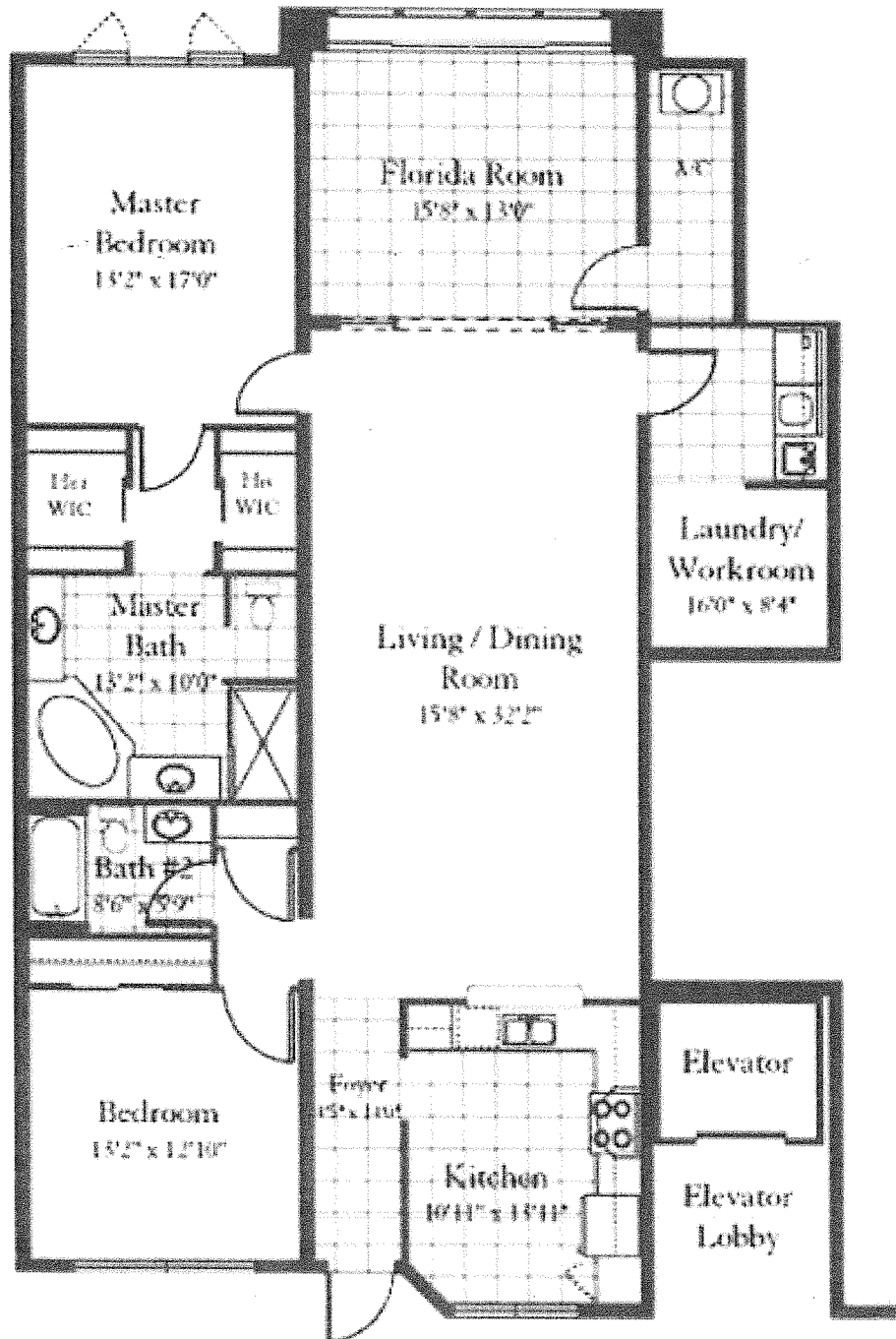
I/We _____, owners of Unit # _____, hereby Certify that this hard surface flooring was installed by our contractor in compliance with the specifications in the "Flooring Rules and Regulations" of Harbour Isle West.

Unit Owner[s] Signature[s]:

_____ Date: _____



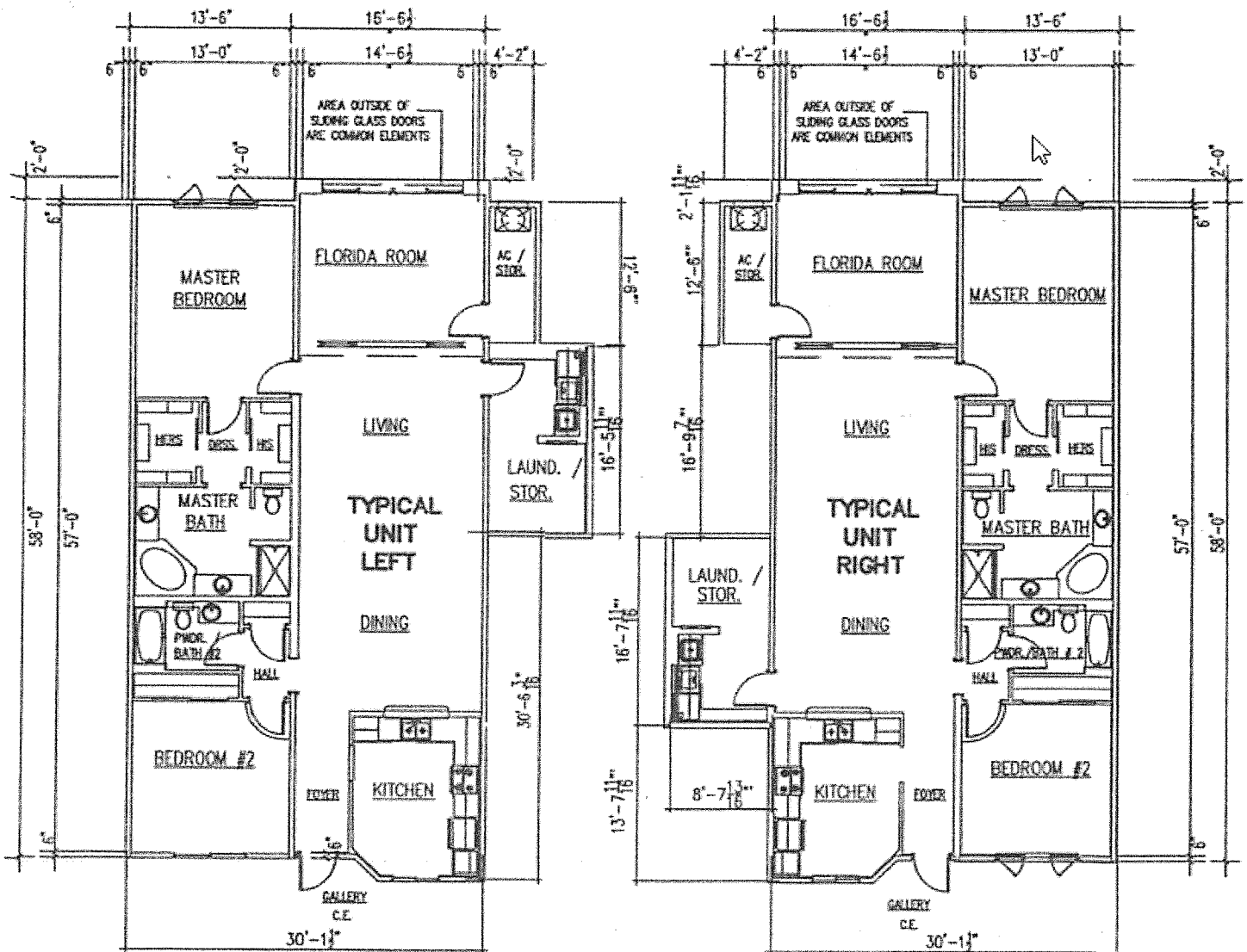
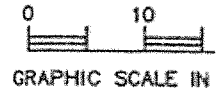
Harbour Isle Floor Plan





Harbour Isle Floor Plans

Please use the appropriate floor plan to indicate the area(s) of your condo which undergo





ENFORCEMENT

Any Unit Owner who violates these installation criteria and rules and after the date of their adoption shall remove all portions of the offending installation and reinstall in strict accordance with these installation criteria and rules. Failure to do so will result in the Board commencing enforcement action which may include one or more of the following actions:

1. Refer the offender to the Harbour Isle East Board of Directors for consideration of the imposition of a fine of up to \$100 per day for the continuing violation.
2. Sending the Violation and any imposed fine to the Harbour Isle East Compliance Committee for a hearing on upholding the Board imposed fine.
3. File a Notice for Arbitration with the Florida Division of Condominiums.
4. Filing a claim in small claim court to collect the fines levied by the Board and upheld by the Compliance Committee.
5. File an action in the appropriate jurisdiction to enforce compliance with the rules.

Remember:

**The HIE Flooring Rules and Regulation are here to protect YOU,
and help to maintain the quiet enjoyment of your home.**

EXHIBIT “D”
(ARCHITECTURAL RULES)

ARCHITECTURAL RULES HARBOUR ISLE EAST

RULES AFFECTING CONDOMINIUM BUILDING GALLERY AREA (CATWALKS) AND REAR OF BUILDINGS ARE AS FOLLOWS:

1. Nothing is permitted on second floor gallery concrete ledges.
2. Each individual unit can have 2 chairs and a small table to be kept in front of their unit. Minimum of 44" width of clearance must be maintained at all times by order of the Fire Marshall. Violation can result in a \$145.00 fine of the unit owner.
3. Chairs and tables must be of substantial weight as not to blow around in our stronger but normal winds. No plastic stacking chairs can be left out on the galleries.
4. All Chairs and tables on the galleries must be white – NO EXCEPTIONS.
5. A small doormat is permitted at the front door area of individual units. A solid color or simple design is preferred. No mats are permitted at the outside of the rear sliding glass doors.
6. Each individual condominium can have **one plant** in a container positioned in the angled area beside the front door. The plant can be no more than 3'(feet) in height and the container can be a maximum of 16" in diameter and these cannot project into the gallery walkway area. **All planters must be a solid color** made of terra cotta, ceramic or a molded fiberglass material. Plastic saucers must be placed under all planters.
7. No items will be placed in the plant beds in front of the first-floor units or anywhere else on Harbour Isle East property.
8. Holiday wreaths are permitted on the front of individual unit doors from Thanksgiving to January 5th.
9. All items in gallery area must be removed if the unit is to be vacant for more than 48 hours.
10. The ground floor units can have a pair of matching live plants and planters on either side of the ledge outside the rear sliding glass doors. All planters must be clay colored, terra cotta or molded fiberglass and have a plastic saucer underneath it. No other items are permitted on or off of these ledges. All additional items (bait buckets, fishing tackle, lawn chairs, etc) must be put inside the unit at night.
11. Nothing can be draped over the buildings' railings at any time.
12. In the event of a hurricane watch or warning in our area, everything on all galleries and everything in the rear of all ground floor units must be taken inside the individual unit immediately.
13. Everything to remain on the galleries and rear door ledges must be approved by the Architectural Committee.
14. The Architectural committee reserves the right to deny any request for items deemed not in keeping with the appearance of Harbour Isle East.
15. Pressure Cleaning Schedule will be posted. All items must be removed from the galleries on those days so cleaning is not interrupted.
16. Approved window treatments shall include: (1) Professionally installed draperies, (2) "Café" curtains, (3) Blinds (mini, venetian blinds, also "wood grain" venetian blinds), (4) Vertical Blinds, (5) Plantation shutters, (6) and any other commercially manufactured window treatment available, with the exception of pull-down shades (as the primary window covering). The outside appearance of window treatments must be a solid color of white, cream or light tan in order to maintain the consistency of our buildings. **No window tinting allowed.**