

Harper Place Property Owners Association

P.O. Box 2252

Winter Park, FL 32790

Rules and Regulations

Trash Pick-Up and Refuse Containers

The City of Winter Park currently enforces a series of codes regarding refuse containers, their use and timely placement for trash pick-up within its boundaries. For Harper Place purposes the statutes have been paraphrased below from City Ordinance: Sec. 82-36.

- Trash Collection:
 - Mondays: **Garbage (Gray Container)** and **Recycling (Blue Container)** Collection
 - Wednesdays: **Yard Waste (Green Container)** Collection
 - Thursdays: **Garbage (Gray Container)** Collection
- All refuse and recycling containers are coded with a unique number keyed to each townhome address to identify anyone who violates the trash collection ordinance.
- All refuse and recycling containers must be labeled with the owner's townhome address, or at least the street number.
- The City of Winter Park requires that all containers, trash, and recycle bins be placed to the side or rear of owner's townhome on days when service is not provided. **Our HOA requires the Recycling (Blue) Container be kept inside the garage. The Garbage (Gray) Container may be kept outside.** Two **Yard Waste (Green) Containers** will be kept in the Tract "C" area, adjacent to Units 12 & 18, for use by any resident, as needed. Please return **Yard Waste Containers** to where taken from.
- Otto carts/refuse containers, trash and recycle bins can be placed at the curb after 4:00pm the day before your collection day and must be removed from the curb and returned to the garage, the rear or side of owner's townhome by 9:00pm on the day of service.
- Violations may result in a \$300.00 fine.

The City of Winter Park Code Enforcement has approached the BoD on more than one occasion with concerns of code violations, giving warnings before issuing citations to the homeowner in violation.

*Any fines associated with a violation are the responsibility of the unit owner/resident and are subject to the fining procedures found in the **Declaration of Covenants, Conditions and Restrictions (DCCRs)** for Townhomes at Harper Place (Article 12.4 § c.).*

Parking Rules, Regulations & Guidelines

There have been vehicle related issues within the TaHP private drive referred to as “Tract C”, including incidents of vandalism, parking and fire code violations. In an effort to help ensure the safety and security of TaHP owners/residents, and to maintain compliance with our DCCR's, the following policies were implemented on **July 1, 2015**, with subsequent revisions from time to time.

- **Vehicle Information:** *All Owners and/or Residents residing in a Harper Place townhome are required to furnish the HOA with the following data for each vehicle using the Tract “C” Drive either to park, or to access their garage: Make, Model, Color, Year and License Tag Number.*
- **Parking Spots:** Each unit has available two (2) garage spaces, and one (1) angled parking spot immediately behind the garage. The units fronting Indiana, Schultz and Miller Avenues also have street parking available. Parking by Homeowners (“Owners”) or Renters/Tenants (referred to as “Residents”) should be limited to these parking areas whenever possible.
- **Resident Parking Stickers:** Each unit has been issued up to two (2) Resident Parking Stickers (“RP Stickers”), at no cost to the Owner. The Board requires the RP Sticker be positioned on each vehicle on the driver side of the windshield no more than six inches from the bottom and side of the windshield.
 - RP Stickers have been issued, assigned and labeled to each unit owner/resident and their vehicles.
 - A new owner/resident may obtain up to two (2) RP Stickers for their vehicles.
- **Guest Parking Hangtags:** Each unit has received two (2) Guest Parking Hangtags (“GP Hangtags”) that will grant the bearer the same parking privileges as TaHP owners/residents for overnight parking (between the hours of 12 midnight and 7:00am) in one of the eight unreserved Tract C parking spots alongside Buildings 2, 3 and 4.
 - GP Hangtags have been issued, numbered and labeled to each townhome.
 - When a GP Hangtag is required to be displayed, it must be hung from the mirror so the Unit #, Townhome # and Permit # are easily readable.
 - Failure to properly display a required RP or GP Hangtag may result in your vehicle being towed.
 - When parking in one of the Tract C Parking spots, there will be no requirement for a Resident Parking Sticker or Guest Hang Tag to be displayed unless the vehicle is parked between the hours of 12 midnight and 7:00am.
- **Tract C Overnight Parking:** Only vehicles with an RP Sticker or a GP Hangtag may be parked in Tract C parking between 12 midnight and 7:00am. When Tract C parking is full, (see diagram on page 6 for further details), all other vehicles should be parked in the

roadways along Indiana, Schultz, or Miller.

- **Replacement Policy –Resident Parking Stickers (RP Stickers):** It is inevitable that Homeowners or Tenants may replace a vehicle, or a new Homeowner or Tenant may move in. In such cases, the Association will provide the Homeowner/Tenant with a replacement sticker at a cost of \$5.00 per RP Sticker. Since the stickers are labeled, the old sticker (being replaced) will be invalidated. Any car with an invalidated sticker will be considered in violation of TaHP parking policies and will be subject to towing.
- **Replacement Policy -Guest Parking Hangtags (GP Hangtags):** It is inevitable that a Homeowner or Tenant will lose one or both of the GP Hangtags. If a GP Hangtag is reported lost by a Homeowner or Tenant, a new GP Hangtag will be issued at a cost of \$5.00 per GP Hangtag. Since each GP Hangtag is numbered and labeled to a specific townhome, lost GP Hangtags will be invalidated. Any car with an invalidated GP Hangtag will be considered in violation of TaHP Parking Policies and will be subject to towing.
- **Legal Tract C Parking:** All vehicles within the Tract C parking area should be parked appropriately, taking into consideration “No Parking Areas” and the City of Winter Park Fire Code, which requires a non-obstructed Fire Lane. No Parking Areas and the non-obstructed Fire Lane are designated by yellow-painted curbing.
- **Angle Parking** is not permitted in any of the eight Tract C guest parking spots.
- **Florida Fire Prevention Code:** Chapter 4A-60.003 § 11(d) - At least one elevation of each building shall be accessible to the fire department. Required fire lanes shall be provided with the inner edge of the roadway no closer than 10 feet and no further than 30 feet from the building. (see Tract C Parking & Drive Site Plan attached below).
- **Fire Apparatus Access Road** shall be a minimum width of 20 feet.
- **Parking Alongside a Garage:** Any vehicle parked alongside a garage must be angle parked at no more than a 45 degree angle so as not to block the Tract C Drive or cause a driving hazard by protruding too far into the driving lane, which by code must be maintained at a width of 20 feet. *Any vehicle parked alongside a garage that protrudes too far into the drive reducing the width of the Fire Apparatus Access Road to be less than 20 Feet will be identified and the unit Owner/Resident will be responsible for any fines levied by the City of Winter Park.*
- **Vehicle Storage:** No vehicle may be "stored" in a Tract C Parking spot for a period exceeding 72 hours unless pre-arranged and approved by the BoD.
 - Any such request must be made by email to the BoD at: harperplacehoa@gmail.com
 - It is suggested that requests be made as early as possible (preferably 2 weeks) in advance to allow ample time for a response.

- **Violation of Parking Rules, Regulation & Guidelines:** Any vehicle parked within the TaHP Tract C Drive found to be in violation of the stated rules is subject to being towed at the owner's expense.
 - Photographic proof of the violation is required and
 - Notice will be given to the Owner/Resident whose vehicle is in violation provided the vehicle in violation has an RP Sticker or a GP Hangtag displayed.
 - All notifications will be made via email, so the contact attempt is recorded. If BoD has a mobile number on hand, a secondary attempt will be made via text message using the mobile number.
 - If notification has been attempted and the vehicle's owner does not respond within one (1) hour, BoD will allow an additional three (3) hour grace period before contacting its designated towing company.
 - The vehicle owner will be responsible for all towing expenses and potential fines if any.
- **Towing Company:** Contact info is displayed on the signs at each Tract C Drive entrance.

Owner and Tenant (hereinafter Resident) Responsibilities for Units Being Rented

As the BoD continues to work to maintain the quality of life we all enjoy within the TaHP community, everyone's participation is required to ensure all Covenants, Bylaws and Rules & Regulations are followed. With respect to Rental Units, its Owner is responsible for any violations by its Resident (Tenant).

- ***Pursuant to Article 16 of the Declaration of Covenants, Conditions and Restrictions (DCCRs):***
 - *All Residents (Tenants) shall be subject to the Terms and Conditions of the DCCRs, the Articles of Incorporation, the Bylaws and the Rules and Regulations promulgated thereunder as though such Resident (Tenant) were an Owner.*
- **Requirements for Rentals:** To ensure the BoD can continue to effectively manage HOA property, which includes Common Ground and exteriors of all units, and also communicate with its Owners/Residents as/when necessary, the BoD requires (as of May 1, 2015) a copy of ALL lease agreements be submitted to the BoD within 30 days of signing. Additionally
 - Owner must submit a signed copy of the **“Renter's Notice of Agreement to Comply with the Declarations of Covenants, Conditions and Restrictions, the Bylaws, and the Rules & Regulations for the Townhomes at Harper Place”**.

- Owner must also submit the names and contact information of the Resident(s)/Tenant(s) to include the following:
 - Mobile phone number
 - email address
- **Extant Agreements:** if not already submitted, Extant Agreements should be submitted within a week of receipt of any revised Rules and Regulations.
- **Minimum Lease Term:** All rentals are restricted to a minimum lease term to be no less than one (1) year (12 months) from the lease effective date.
- **Additional Documents to be Submitted to HOA by Owner:**
 - An affidavit of the homeowner (or third party property manager) ensuring verification of a background check consistent with the Fair Housing Act.
 - An affidavit of the homeowner (or third party property manager) ensuring delivery of a copy of the (DCCR's), Bylaws and Rules & Regulations to Lessee.
 - An affidavit of the Renter affirming receipt of the DCCRs, and the Rules and regulations, and agreement to comply with Section 16.2 of the DCCRs.
 - A copy of the Lease Agreement signed by both parties (as stated above).
 - An administrative processing fee of One Hundred Dollars (\$100.00) to offset costs related to processing the above paperwork, including but not limited to any work or time required of the BoD for review.
- **Non-compliance:** The HOA will use whatever means are at its disposal should the above requirements not be met, including limiting HOA amenities as allowed by State Regulations. Any costs incurred during any such time of Non-compliance shall be the sole responsibility of the Owner (Member) and may also result in a fine being levied against the Member whose townhome is being rented. Affidavits may be submitted via email to the Board at the TaHP HOA email address: HarperPlaceHOA@gmail.com.
- ***All unit owners and tenants are subject to fines and penalties under Article 12.3 and 12.4 §c, of DCCRs for failure to comply with this requirement.***

Landscape Do's and Don'ts

Every Owner/Resident is responsible to abide by the Restrictive Covenants as set forth in the TaHP Declaration of Covenants, Conditions and Restrictions with respect to Landscaping.

- **Landscape Maintenance:** Owners/Residents shall keep their yards clear so that the Association and its agents can perform regular maintenance without hindrance or inconvenience. Further, no Owner/Resident shall plant any shrubs, plants (including potted plants) or the like in the yard area of their unit that detracts from the visual

harmony of the Property or interferes with Association maintenance of the grounds. Ornamentation, such as flagpoles, fountains, bird feeders, bird baths, sculpture, accent lighting and/or pottery shall not be allowed in the front or side yards of any Unit, unless without prior HOA Board approval. American flags may be displayed on national holidays, if attached to a Unit. Alarm / security system warning signs may be placed in the front yard provided such signs are no larger than 12" x 12" and are placed as far back from the sidewalk as possible.

HOA Fees, Special Assessments & Other Fees

- **HOA Fees: \$250/month. Effective on January 1st, 2025, the monthly fee will increase to \$300/month as approved by the BoD at its Board Meeting held on 09/16/24.**
 - Fees are due on the first day of each month.
 - If not received by the 15th of the month due, a **\$35.00 Late Fee** will be assessed, as approved at the Annual Member Meeting on 1/6/19. HOA Fees can be paid via check, money order, or bank draft, and should be made payable to:

Townhomes at Harper Place Property Owners Association
- **Roofing Assessment:** Should the HOA BoD determine that a special assessment is required to cover the future cost of roof replacement for each building, a target amount will be set and the assessment will be payable monthly, quarterly, semi-annually or annually with details to be distributed at such time as a **Roofing Assessment** would be required.
 - **Roofing Assessment Late Fee:** if Roofing Assessment payments fall behind by more than three (3) months, a **\$25.00 Late Fee** will be assessed for each month after the 3rd month that a payment is late, as approved by the BoD on 3/11/19.
- **New Owner "Initiation" Fee:** All new owners who purchase a home at Townhomes at Harper Place will be required to pay a **Seven Hundred Fifty Dollar (\$750.00)** fee to be paid at closing. All such fees are to be placed into the Reserve Account to be used as needed and as determined by the BoD. *Approved 3/11/19 and effective as of 4/1/19.*
- **Estoppel Fee:** A request for an Estoppel letter, in the normal course of business, will be assessed a **One Hundred Dollar (\$100.00)** fee. **If the Seller is in arrears, an additional One Hundred Dollar (\$100.00) fee will be added.** An **extra One Hundred Dollar (\$100.00) fee will be assessed for an expedited (within 7 days of the closing date) Estoppel letter.**

Miscellaneous

- **Windows:** At the May 1st, 2024, BoD Meeting it was determined that any damage and/or failure of windows, window components/parts etcetera is the sole responsibility of the Owner, and not the responsibility of the POA. Any replacement of windows and or window frames must be in line with the existing windows/frames to maintain the architectural integrity of the community and will require prior POA approval in writing.

It was also determined that any major force majeure/catastrophe (act of God) that causes major damage to a building and specifically the windows, any resulting damage will first be submitted through TaHP property insurance but should the POA property insurance not cover any such damage, the Owner will be responsible to file a claim directly with its insurance carrier.

- **Doors:** As per the DCCR's, the POA is responsible for maintenance of the exterior only.
 - Front Door – POA is responsible to maintain the front door on each unit. Maintenance includes refinishing each door from time to time as may be necessary. Should any door not be maintained and requires replacement, it shall be POA responsibility.
 - French Doors – POA is responsible to maintain the French Doors on each unit. Maintenance of French Doors is limited to painting the doors periodically as needed. Should the POA fail to maintain a units' French Doors, the POA will be responsible for replacement.
- **Animals / Pets**
 - No animals or pets of any kind shall be raised, bred or kept on a Unit or any portion of the Property except that dogs, cats or other common household pets may be kept in each attached Unit subject to Rules and Regulations adopted by the Association and provided that such animals are not kept, bred or maintained for any commercial purposes.
 - Pets shall be registered, licensed and inoculated as may from time to time be required by law. Animal excrement shall be disposed of in a sanitary manner by the Owner of such animal, which disposal shall not include burying or concealment on a Unit, Common Property or the Property. Unit Owners shall be responsible for all violations of this rule by Guests and Lessees of their Unit and such Owners shall be subject to fines or penalties that the Association may impose for each violation.
 - All Owners shall indemnify the Association and hold it harmless against any loss or damage, and liability of any kind or character whatsoever arising from or growing out of having any animal/pet. No animal shall be allowed to make noise in a manner of such volume as to annoy or disturb other Owners.

Townhomes at Harper Place Tract C Parking

Schultz Ave

1120 (#11)	1118 (#10)	1116 (#9)	1114 (#8)	1112 (#7)	1110 (#6)	1108 (#5)	1106 (#4)	1104 (#3)	1102 (#2)	1100 (#1)
Owr Use Only	Owr Use Only	Owr Use Only	Owr Use Only	Owr Use Only	Owr Use Only	Owr Use Only	Owr Use Only	Owr Use Only	Owr Use Only	Owr Use Only

Bldg #4

Fire Apparatus Access Road

Bldg #1

1257 (#18)	1255 (#19)	1253 (#20)	1251 (#21)	1259 (#17)	1261 (#16)	1278 (#12)	1274 (#13)	1272 (#14)	1270 (#15)
Owr Use Only	Owr Use Only	Owr Use Only	Owr Use Only	Owr Use Only	Owr Use Only	Owr Use Only	Owr Use Only	Owr Use Only	Owr Use Only

Indiana Ave

Miller Ave

Last Update: 09/17/24