



HARRISON RANCH

**Harrison Ranch Homeowners' Association, Inc.**

**RULES AND REGULATIONS / POLICIES AND PROCEDURES**

Rev. 07.28.2022

The purpose of these RULES AND REGULATIONS is to both supplement and provide a summary of some of those items frequently referenced and set forth in the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HARRISON RANCH SUBDIVISION ("Declaration") and HARRISON RANCH ARCHITECTURAL GUIDELINES ("ARC Guidelines") that apply to everyday standards of living and property maintenance in the Harrison Ranch Community. The standards and criteria presented in these Rules and Regulations document are not necessarily all of the requirements applicable to a specific topic and owners should reference the documents listed above. Compliance with the community standards, rules and regulations will be verified through a routine, periodic inspection program. Enforcement is by the authority of the Harrison Ranch Homeowners' Association, Inc. ("Association"). All capitalized terms used but not otherwise defined herein shall have the meaning ascribed thereto in the Declaration.

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## 1. PROPERTY MAINTENANCE

Every Owner shall keep their Property in neat, clean, and attractive condition. Landscape maintenance is the on-going upkeep of the lawn, shrubbery and trees on the Lot, including by way of example, mowing, fertilizing, yard pest control, tree trimming, landscape maintenance or other similar services. This type of maintenance does not require ARC approval unless dead or dying grass or shrubbery is not replaced with identical materials. The Association may send written notice of violation to the record address of the Property Owners for the subject Property. In the event that the Owner of any such Property fails to comply with the maintenance requirements within the time specified in the notice, which time shall not exceed thirty (30) days, the Association shall have the right, but not the obligation, to go upon such Property and adjacent area and remove rubbish and any unsightly or undesirable things and objects therefrom, and to perform any other work and furnish any labor necessary or desirable in their sole judgment to maintain or to place the property and adjacent area in a neat and attractive condition. See Declaration, Section 2.26.

### 1.1 Lawn Care; Weeds in Beds; Irrigation

Other than in the colder months of the year when grass grows at a relatively slow rate, lawn mowing should generally be done weekly. A strict mowing schedule is difficult to maintain during the rainy season, but the grass should not be allowed to grow to a height more than double the height of the grass blades after mowing. Edging the grass along driveways, sidewalks and streets should be done as part of the mowing process to maintain a crisp, clean appearance. Most lawns require periodic fertilizing, insecticide and treatment with an appropriate weed killer to maintain a healthy and uniform quality of grass. Local environmental regulations for applying these treatments should be consulted prior to application. All diseased or dead sod, plants, trees, shrubs or flowers shall be promptly replaced. All landscaping shall be regularly maintained in first-class condition and appearance, including mowing, trimming, fertilization, irrigation, and insect and disease control by Owner from the paved surface of the street to the rear yard, inclusive of any adjacent Common Property area, or to the water's edge of any lake, pond, or other adjoining water body. All Dwellings shall include an automated irrigation system in accordance with the ARC criteria. Each Owner shall be responsible for the maintenance of their Lot, including the landscaping, lawn and sidewalks. After initial installation, turf areas may not be removed or replaced with mulch, stone, rock, gravel, crushed brick or similar materials without prior written approval of the ARC. See ARC Guidelines, Section 8.27, for prohibited landscape materials.

### 1.2 Weeds in Driveway & Hard Surfaces

All sidewalks, driveways, parking areas, and other paved or hard surfaced areas intended for use by vehicular or pedestrian traffic shall be cleaned and kept free of debris, weeds and similar vegetation; and cracks, damaged and/or eroding areas on same shall be repaired, replaced and/or resurfaced as necessary.

### 1.3 Weeds in Lawn

The Owner of each Lot shall keep all landscaping in neat clean, and attractive condition. Lawns shall generally be kept healthy, thick and free of weeds.

### 1.4 Tree Maintenance

The Owners are responsible for the planting and maintenance of trees required by Manatee County. Native trees are subject to the guidelines established in the final site plan approval for Harrison Ranch. Trees may not be removed without proper approval and permitting. If a tree dies or is removed the Owner has thirty (30) days from receiving notice to replace the tree. The Association has the right, but not obligation, to go onto the Property to replace such tree, and all costs associated with such work, services, and labor,

including reasonable attorney's fees and costs shall be payable by the Owner to the Association. The clearing of mature trees on Lots shall be limited to areas required to accommodate the Structure and its normal and customary accessories, open yard areas and those limited areas required to permit utility services and driveways. See Declaration, Section 2.27

#### 1.5 Pavement Maintenance

Owners shall keep the driveways, walkways, sidewalks, and other paved areas clean and free of mold, dirt, and debris, by routinely pressure washing and otherwise maintaining such areas. Owners are responsible for removal any oil or grease marks on driveways or sidewalks. Cost for any oil or grease marks, or damage to any common area having to be removed or repaired by the Association will be assessed to the responsible Owner.

#### 1.6 Exterior of Home/Fascia/Soffits

Pressure washers may be used during daytime hours for the sole purpose of cleaning the residence, fascia, soffits, driveway, sidewalks, fences, improvements, structures, and/or vehicles. The residence, roof, fascia, soffits, windows, pool cage, and other improvements existing on any Lot shall at all times be maintained by the Owner thereof. No excessive and/or unsightly mildew, rust deposits, dirt, or deterioration shall be permitted to accumulate on any building, structure or improvement. The cleaning cycle will normally be determined by the rate of mold, dirt or black stain accumulation on the residence or structures, which will vary depending on house location and orientation relative to the sun, nearby vegetation, amount of rainfall since the prior cleaning, and the color and pattern of the original materials.

#### 1.7 Exterior Paint

After the completion of a Structure, any changes must be submitted on an Architectural Review Application to the ARC for approval. Outside paint often becomes noticeably dirty and faded in a period of seven to ten years. Dirt stains may be minimized by regular pressure washing and maintenance. When an Owner is ready to paint, the Owner must submit an Architectural Review Application to the ARC for approval indicating the body, trim and accent colors, which must be approved prior to the commencement of work. The Association has the authority to require the replacement of exterior materials or the re-painting of a structure, at the builder's or Lot Owner's expense, if final colors vary from those originally approved or if written approval was not obtained in advance and the colors selected are subsequently disapproved by the ARC. In addition to the requirements of the most current ARC Guidelines, the following shall apply:

- a. The proposed color cannot be the same as any adjacent property to either side or across the street, and must be consistent with the architectural style, materials and finishes of the existing home, and compatible with other homes in the neighborhood.
- b. All modifications contingent upon approval from the ARC must consider the character of the exterior materials, the planned quality of the exterior materials, the design and construction standards, and the Architectural Standards then in effect.
- c. The Owner shall consider, and the ARC will review to ensure, the overall harmony of a proposed improvement's size, exterior design, color and location in relation to, and its effect upon surrounding structures, vegetation, topography, environmentally sensitive areas, and the overall community design. The application should include a color photo of the existing colors of the home.

## 2. TRASH CAN STORAGE

All garbage shall be kept in sanitary containers and generally be stored within the garage, but, regardless of location of storage, shall at all times be hidden from view from street or adjoining lots except when placed at a street edge for regularly scheduled pickup. Sanitary containers may only be placed at the

street's edge for pickup after dusk the day before scheduled pickup, and such containers must be stored from sight after pickup by dusk the night of pickup. During construction, any debris shall be kept contained and as neat as possible, and a container shall be maintained on site for such debris. See Declaration, Section 2.9.

### **3. DEBRIS STORED ON PROPERTY**

No garbage, trash, refuse, rubbish, ashes, inoperative vehicles (that have been inoperative for more than thirty (30) days), junk or other waste shall be thrown, dumped or stored on any Lot, park, street, easement or alley in the Subdivision or permitted to remain upon any such place. See Declaration, Section 2.9.

### **4. EXTERIOR LIGHTING**

Except as may be installed initially by Declarant, no spotlights, floodlights, or similar high intensity lighting shall be placed or utilized upon any Lot which may cause light to be reflected on any other residence or the improvements thereon or upon any Common Area, Exclusive Common Area, Limited Use Common Area, or any part thereof. See Architectural Guidelines, Section 8.22.

#### **4.1 Bulbs**

When illuminated, exterior lightbulbs are limited to the following colors/styles:

- White
- Frosted
- Clear
- Flame-style bulbs that illuminate with a yellow/orange flame.

Mercury vapor and high-pressure sodium lights are not permitted.

See 2<sup>nd</sup> Amendment to Architectural Guidelines dated July 28, 2022 (Section 8.22(f) of Guidelines)

#### **4.2 Patio String Lights**

Patio string lights are only permitted to be installed under rear patio roof or inside rear-yard screened lanai. String lights may not be hung from free standing poles or trees. See Architectural Guidelines, Section 8.22(n)

#### **4.3 Holiday Decorations and Lighting**

A reasonable number of holiday lights and decorations may be displayed on a lot for up to 30 days prior to a publicly observed holiday or religious observance, and up to 30 days thereafter, subject to the right of the Association to require removal of any such decorations which it deems to be excessive in number. Holders/clips for holiday lights that are installed on a home must be removed at the time the lights are removed. See Architectural Guidelines, Section 8.22(p)

### **5. LANDSCAPE ENHANCEMENTS**

Flowerpots:

- A maximum of five (5) flower pots are permitted in the front yard
- Pots may not be placed on the lawn
- Maximum height is 18"
- Color of pots must blend with the exterior color scheme of the home
- Temporary/plastic/transport pots are not permitted

- Hanging flower ports are not permitted

Garden ornaments:

- A maximum of three (3) such items are permitted without ARC Approval
- Maximum height is 30" each.
- Items must blend with the overall texture and theme of the architectural concept.
- Sculptures of animals or birds are limited to those which are indigenous to Florida.
- Plastic items and ornaments are not permitted.

Garden Flags:

- Limited to one decorative garden flag per lot.
- Size of flag may not exceed 12" x 18"; overall height including pole not to exceed 36"
- May only be placed in planting beds (not in lawns)
- May not advertise a business or political ideology

Artificial Vegetation:

- No artificial grass, plants, or vegetation are permitted.

See Architectural Guidelines, Section 8.28

## 6. **COMMERCIAL ACTIVITY**

No commercial or other business activity shall be permitted on any Lot without the prior written consent of the Association. Home businesses which do not generate pedestrian or vehicular traffic, excessive noise, and which otherwise comply with the Declaration may be permitted **with** prior Board approval. See Declaration, Section 2.2

## 7. **RENTALS**

Lots may not be leased for a period of less than seven (7) months, and no Lot may be leased more than two (2) times per year. Upon leasing any Lot, the Owner of such Lot must provide the Association with a copy of the lease, the tenant's name, mailing address, and telephone number. See Declaration, Section 2.19.

## 8. **PARKING**

Per Section 2.16 of the CC&Rs, "Vehicles may only be parked in driveways or such areas designated for guest parking by the Declarant or Association. Vehicles shall not be parked on streets, access roads, landscaped areas, paths, or sidewalks within the subdivision. No vehicle covers are permitted within the Subdivision. The Association shall have the right to tow improperly or illegally parked vehicles from private streets, paths, rights of way and other common Areas at the vehicle owner's expense."

### 8.1 **Street Parking**

The HOA will enforce the rule prohibiting street parking during the hours of **12:00am (midnight) to 6:00am**.

### 8.2 **Sidewalks**

Vehicles parked in driveways may not block or impede the sidewalk. The HOA will enforce this rule during the hours of **6:00am to 10:00pm**.

### 8.3 Construction/Delivery Vehicles

Service vehicles may be temporarily parked in parking areas during the time they are actually servicing a Lot or property, but in no event overnight.

### 8.4 Trailers, Recreational Vehicles, Boats, etc.

No boats, trailers, RVs, or other recreational vehicles or equipment shall be parked or stored in any Common Area whether temporarily or permanently nor on any Lot unless stored in the garage for such Lot and concealed from view at all times. See Declaration, Section 2.23

### 8.5 Stored or Inoperable Vehicles; Impeding Access

No vehicle, which is not capable of operating on its own power, shall remain within the Subdivision (unless contained in a garage) for more than seven (7) days. Notwithstanding any other provision, vehicles shall not block sidewalks, other Owner's driveways, or mailboxes. No vehicle belonging to an Owner or to a member of the family of an Owner or guest, tenant or employee of any Owner shall be parked in such manner as to impede or prevent access to another Owners' parking areas.

### 8.6 Commercial Vehicles/Pickup Trucks

#### a. Pickup Trucks

- May not exceed **23' in length** and **8.5' in height**.
- A toolbox/cabinet box specifically designed for use in the bed of the truck is permitted.
- No visible items permitted in bed of truck which may be construed as items for commercial use.

#### b. Cargo Vans:

- May not exceed **21' in length** and **8.5' in height**.
- May not have any visible lettering or logos on the exterior
- May not have any racks on top (generally used for carrying ladders, tools, etc.)
- No other vehicles defined as commercial vehicles per Manatee County Code are permitted.

### 8.7 Improperly Parked Vehicles; Towing

Any and all vehicles parked or stored within the Subdivision which do not comply with the foregoing parking regulations shall be deemed "improperly parked vehicles" and are subject to towing, by the Association, at the expense of the vehicle owner, at any time after twenty-four (24) hours has elapsed from notification to the Owner of the Lot upon which the improperly parked vehicle is located.

### 8.8 Exceptions to Parking Rules

Notwithstanding the foregoing parking limitations, the following exceptions shall be made: (1) service vehicles may be temporarily parked in parking areas during the time they are actually servicing a Lot or the property, but in no event overnight; (2) temporary parking for loading and unloading purposes shall be allowed to the extent it does not impede traffic and then only for the time it reasonably takes to load/unload; (3) boats, recreational vehicles, and motor homes may be temporarily parked on private driveways overnight for the purposes of loading/unloading and/or cleaning, but in no event more than two (2)

consecutive days and more than fourteen (14) days in a calendar year; (4) any of the motor vehicles, trailers, or other vehicles which are otherwise prohibited may be parked inside an Owner's garage provided the garage door is kept closed and the vehicle is only located outside of the closed garage when it is being loaded or unloaded or driven to or from the residence.

## **9. CAR COVERS**

Car covers are not permitted within Harrison Ranch. See Declaration Section 2.16.

## **10. AUTO REPAIR AND MAINTENANCE**

No maintenance or repairs shall be performed on any vehicles in any portion of the Subdivision unless the vehicle is parked within a garage on a Lot. Notwithstanding the foregoing, in an emergency, maintenance or repairs of vehicles may be performed, but such maintenance or repair must be completed within twelve (12) hours of such emergency. See Declaration, Section 2.24

## **11. NUISANCES**

No noxious or offensive trade or activity shall be carried on at any time on any Lot, nor shall anything be done on any Lot which is or may become an annoyance or nuisance to the adjoining lot(s) or the neighborhood generally. See Declaration, Section 2.7

Examples of Prohibited Activities include, but are not limited to creating monetary costs for the association or other owners, excessive noise, illegal activity, creating a danger to anyone's health or safety, create unsightly conditions visible outside the residence, and creating an unreasonable source of nuisance or annoyance.

## **12. PETS**

No animals other than cats, dogs, or other household pets shall be kept temporarily or permanently on any Lot or any part of the Subdivision. No livestock or poultry of any kind shall be kept or raised on any Lot. Pet owners are responsible for cleaning up any mess created by their pets within the Subdivision, including on the pet owner's Lot. Excrement which is not picked up shall be deemed a nuisance hereunder. All pet owners are responsible for the actions of their pets, and each pet owner agrees to indemnify the Association and hold them harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal on or within the Subdivision. See Declaration, Section 2.8

## **13. PLAY EQUIPMENT, PLAY STRUCTURES, PLAYHOUSES**

Except for portable basketball goals as provided below, all permanent play equipment and fire pits must be approved by the ARC and shall be located in the rear yard within the Maximum Buildable Area. See Declaration, Section 2.25 and Architectural Guidelines Section 8.30

- a. *Play Equipment:* No basketball goals, hoops, backboards, skateboard ramps, or any other play equipment may be constructed within the Subdivision. Temporary "roll-out" play equipment may be used during daylight hours, but must be removed from sight and stored in a garage at night when not in use and cannot be placed at any time within any Common Areas.
- b. *Swing Sets/Play Structures:* Swing sets and play structures may be crafted in wood, recycled plastic, or aluminum or metal tubing. Overall height may not exceed twelve (12) feet. They may only be placed, installed, or used behind a Home not visible from the street and within the side setbacks. Color, design, dimensions, and location must be approved by the ARC.
- c. *Playhouses:* Playhouses are limited to 100 cubic feet in area and a maximum height of 6' above grade. The exterior of play houses shall be stained or painted a medium to dark earth tone color



to blend with the landscaping. No electrical or plumbing connections are permitted to service playhouses. They may only be placed, installed, or used behind a Home not visible from the street and within the side setbacks.

- d. *Tree Houses*: Tree houses are not permitted anywhere within the Harrison Ranch community.
- e. *Trampolines*: Other than portable trampolines which are moved from view when not in use, trampolines intended to remain outside will be evaluated on a case-by case basis by the ARC. They may only be placed, installed, or used behind a Home not visible from the street and within the side setbacks.
- f. All play structures must be securely anchored to withstand high winds that may accompany a tropical storm or hurricane.

#### **14. CLOTHESLINES**

Only single pole clotheslines are permitted. They may only be placed, installed, or used behind a Home not visible from the street and within the side setbacks. Clotheslines must be removed when not in use. See Architectural Guidelines, Section 8.39.

#### **15. SIGNAGE**

No signs of any kind shall be displayed to the public view from any Lot except one professional sign not more than four (4) feet square advertising the Lot for sale or any professionally prepared realtor sign. See Declaration, Section 2.10.

#### **16. PATIO FURNITURE / BARBEQUES**

With the exception of the front porch or front entry, lawn/outdoor furniture shall be located in the rear of the home and not visible from the front of the home. See Architectural Guidelines, Section 8.28(j)

Outdoor cooking devices are not allowed in the front of the house and must be kept to the rear or side of the Structure. See Architectural Guidelines, Section 8.36.

#### **17. WINDOW AIR-CONDITIONING UNITS**

Window air-conditioning units are not permitted for any Structure or accessory structure upon any Lot. See Architectural Guidelines, Section 8.33.

#### **18. WINDOW COVERINGS**

All windows which are visible from the street or dwellings on other Lots shall have window coverings which have a white or off-white backing or must blend with the exterior color of the dwelling. Reflective window coverings of any kind are not permitted. See Architectural Guidelines, Section 8.6

#### **19. HURRICANE SHUTTERS**

Temporary hurricane panels may be installed and permanent hurricane shutters may be “closed” upon issuance of a tropical storm watch or hurricane watch, and must be removed or released to the “open” position within five (5) days after a watch or warning has expired. Arrangements for the installation and removal of temporary hurricane shutters are the responsibility of the homeowner. See Architectural Guidelines, Section 8.9(c)

## **20. OUT BUILDINGS**

Except as may be installed initially by Declarant, no mobile modular, pre-fabricated building of any type shall be allowed on any Lots, temporarily, or at any time. See Declaration, Section 2.5.

## **21. GARAGE DOORS**

Garage doors on each Lot must remain closed when not in use. See Declaration, Section 2.17.

## **22. SATELLITE DISHES/ANTENNAS**

No outside antennas, antenna poles, antenna masts, satellite television reception devices larger than forty inches (40") in diameter, electronic devices, antenna towers or citizen band (CB) or amateur band (ham) antennas shall be permitted except as approved in writing by the Association. The size, location, and method of installation must be submitted to the ARC for approval prior to installation. Inactive dishes must be removed. Satellite equipment shall generally not be visible from the street, adjacent Lot, or Common Areas. No antennae shall extend beyond two (2) feet above any residence. See Declaration, Section 2.20, and Architectural Guidelines, Section 8.31.

## **23. SWIMMING POOLS**

No above ground swimming pools shall be permitted on any Lot temporarily or permanently. All in ground pools must be approved in writing by the ARC in accordance with Article VII of the Declaration. All in ground pools must be protected on exposed sides by a screen enclosure or an approved fence See Declaration, Section 2.22 and Architectural Guidelines, Section 8.21.

## **24. FENCES**

No fences, walls, hedgerows, dog runs, animal pens, or similar structures shall be placed or erected on a Lot unless approved in all respects by the ARC prior to installation. See Declaration, Section 2.13, and Architectural Guidelines, Section 8.29.

## **25. FLAGS**

An Owner is permitted to display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and one portable, removable official flag, in a respectful manner, not larger than 4 1/2 feet by 6 feet, which represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. An Owner may erect a freestanding flagpole no more than 20 feet high on any portion of the Owner's Lot, as approved by the ARC. An Owner may further display in a respectful manner from that flagpole, one official United States flag, not larger than 4 1/2 feet by 6 feet, and may additionally display one official flag of the State of Florida or the United States Army, Navy, Air Force, Marines, or Coast Guard, or a POW-MIA flag. Such additional flag must be equal in size to or smaller than the United States flag. The flagpole and display must be approved by the ARC and are subject to all building codes, zoning setbacks, and other applicable governmental regulations, including, but not limited to, noise and lighting ordinances. Bracket mounted poles are permitted; roof mounted poles are not permitted. See Architectural Guidelines, Section 8.35