



**HARBOR GATE CO-OWNERS COUNCIL  
99 HARBOR GATE  
ANDERSON, SC 29625-6054**

## **RULES AND REGULATIONS**

### **Memorandum No. 1**

**April 1, 2007**

**TO: Harbor Gate Co-Owners Council (HGCOC) Members**

**FROM: Board of Directors**

**SUBJECT: Harbor Gate's Rules & Regulations – Revised 1 April, 2007**

**PURPOSE:** To provide a complete and consolidated summary of the current and existing Rules and Regulations to the Harbor Gate Co-Owners Council members and file such summary in electronic format so that it may be printed or e-mailed to all members.

The Harbor Gate Rules and Regulations and the Board of Director's goal is to maintain a set of rules that are reasonable and enforceable, consistent with the Master Deed and By-Laws, that will help maintain our property values and the community in a manner desirable to all. While the Master Deed and Rules do place some restrictions on you, the individual homeowner, they also insure that your neighbours follow the same set of commonly accepted rules of behaviour, and insure that this is a very attractive and comfortable place to live.

**Every resident and owner at Harbor Gate should have a copy of the Master Deed, By-Laws, and Rules and Regulations.** These three (3) documents are required to be transferred upon sale to a new owner at closing, along with the keys to the apartment and Club House and Pool. When a unit is leased, a copy of the Rules and Regulations must be provided to the renter.

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**AMENDMENTS:** The Harbor Gate Rules & Regulations have now been revised for the third time since 1993. Some items were no longer relevant and were deleted; others were confusing or inadequate and were updated. This revision includes Rule Number 7 regarding proper conduct and the prohibition of alcohol consumption at the pool while standing (May 2006) and Rule Number 8 regarding the control of pets and animals (December 2006). It also provides a definition of “family members” for use privileges.

The Rules and Regulations may be updated and changed, from time-to-time, by a majority vote of the Board of Directors to insure compliance with the Master Deed, By-Laws, and the proper conduct of the members, renters, and guests. Any member, at any time, may suggest a proposed change to the Rules and Regulations, by presenting a written proposal to the Board for their consideration and approval.

**AUTHORITY:** The Harbor Gate Master Deed (27 Oct 1975) with Amendments and the By-Laws of Harbor Gate Co-Owner’s Council, Inc. (27 Oct 1975) with Amendments, Article IV (Powers) and Article IX (Rules and Regulations) requires and authorizes the Board of Directors to establish Rules and Regulations, consistent with the Master Deed and By-Laws, for the use of apartments located in the property and the conduct of all residents and guests.

Article 25 of the Master Deed also states:

***All present and future owners, tenants, and occupants of apartments and their guests or invitees, shall be subject to, and shall comply with, the provisions of the Master Deed and related documents (the By-Laws and Rules and Regulations) as amended from time to time. The acceptance of a deed of conveyance or the entering into of a lease or the entering into occupancy of any apartment shall constitute an agreement that the provisions of the Master Deed and related documents (the By-Laws and Rules and Regulations) are accepted and ratified by such owner, tenant, or occupant.***

**GENDER AND NUMBER:** – The use of the masculine pronoun shall include the neuter and feminine and the use of the singular shall include the plural where the context shall so require throughout this document.

This revision to the Rules and Regulations replaces previous versions and becomes effective beginning Sunday, 1 April, 2007.

**HARBOR GATE CO-OWNERS COUNCIL  
RULES AND REGULATIONS**

**Memorandum No. 2**

May 1, 1984

Revised April 1, 2007

TO: Harbor Gate Co-Owners and Residents

FROM: Board of Directors

SUBJECT: **SUMMARY OF MASTER DEED, DEFINITIONS, AND USE PRIVILEGES**

This memorandum provides a summary of relevant provisions of the Master Deed, provides definitions, and summarizes use privileges for owners, renters, family members, and guests.

**RESTRICTION OF USE OF PROPERTY.**

This is a reprint of Article 23 of the Master Deed. No restriction has been changed since initial publication.

**MASTER DEED ARTICLE TWENTY-THREE**

Section 1. RESTRICTION OF USE OF PROPERTY: No Co-Owner shall:

- (a) Use his apartment for purposes other than residential;
- (b) Post any advertisements, posters or signs of any kind in or on the Property, except as authorized by the Council;
- (c) Hang garments, towels, rugs or similar objects from windows, terraces or from any of the facades of the Property; or on any general or limited common elements or elements of the Property.
- (d) Hang dust rags, mops or similar objects from the windows or decks, clean rugs or similar objects on the Property by beating or shaking from decks and patios;
- (e) Place garbage or trash outside the areas provided for such purposes;
- (f) Act so as to interfere unreasonably with the peace and enjoyment of the residents of the other apartments in the Property;
- (g) Maintain any pets which cause distress to residents through barking, biting, scratching or damaging Property. An owner shall be responsible for all damage caused by his pet or pets;
- (h) Erect or alter any building, wall, fence or other structure; cut any plants or trees, or do any landscaping on the general common elements until the plans and specifications therefor

shall have been submitted and approved in writing by the Board and the entity which has a prior right of approval;

- (i) Use musical instruments, radios, televisions or amplifiers in such a way as to disturb other residents;
- (j) Install wiring for electrical or telephone installments, televisions and radio antennae, machines or air conditioning units or similar objects outside his apartment or which protrude through the walls or the roof of his apartment, except as authorized by the Board.

## **DEFINITIONS.**

This document was published in 1983 to provide a common terminology for referring to the various categories of individuals at Harbor Gate. The categories are based on ownership and residence. These definitions are routinely used in Harbor Gate correspondence, memoranda, and newsletters. This revision adds a definition of “family members.”

Gender and Number – The use of the masculine pronoun shall include the neuter and feminine and the use of the singular shall include the plural where the context shall so require throughout this document.

Co-Owner - The legal owner of a Harbor Gate residential unit. There are 52 Harbor Gate Co-Owners. A Co-Owner may be one or more persons, or a business entity.

Owner - The same thing as a Co-Owner. For purposes of simplicity, “Owner” is used throughout this document.

Family Members: The legal owners’ (husband’s and wife’s) blood relatives restricted to father, mother, son, daughter, grandson, granddaughters, brother, and sister. Family members are responsible for reading and adhering to this same set of Rules and Regulations as a Member. Members are responsible for the actions of their Family Members and may be censored or fined for incidents by Family Members in violation of these Rules or the Master Deed.

Resident – In general, an individual who resides at Harbor Gate. There are three categories of Residents.

Resident Owner – An Owner who resides full or part-time at Harbor Gate (primary home). This category also includes an Owner who does not primarily reside at Harbor Gate, but who has retained control of his Unit as a result of not having leased or loaned it to another party.

Resident Non-Owner - An individual who resides full or part-time at Harbor Gate as a result of having rented, leased, or borrowed a Unit from an Owner.

Resident Guest – A family member, dependent, or guest of Resident who is domiciled in a Unit for one or more nights.

Non-Resident – There are four categories: Non-Resident Owner, Non-Resident Guest, Visitor and Unauthorized Person.

Non-Resident Owner – An Owner who has relinquished control of a Unit as a result of having leased or loaned it to another party.

Non-Resident Guest - The guest of a Resident who does not remain overnight.

Visitor – A contractor, tradesman, service representative, utility worker, or other person who visits Harbor Gate for business purposes.

Unauthorized Person – Any person other than the above.

### **USE PRIVILEGES AND RESPONSIBILITIES.**

This document was originally published in 1983 to provide in concise format the various privileges and responsibilities associated the residence and ownership. The category of “family member” was added in 2007. Some restrictions on boat storage parking and boat trailer storage have also been instituted due to space limitations.

### **Use Privileges and Restrictions Chart**

	Resident Owner	Family Member	Resident Non-Owner	Resident Guest	Non-Res Owner	Non-Res Guest	Visitor Contractor
<b>Privileges</b>							
Courtesy Dock	Yes	Yes	Yes	Yes	Yes	(1)	No
Swimming Pool	Yes	Yes	Yes	Yes	Yes	(1)	No
Exercise Room	Yes	Yes	Yes	Yes	Yes	(1)	No
Rent Club House	Yes	(1)	(2)	(1)	Yes	No	No
Tennis Court	Yes	Yes	Yes	Yes	Yes	(1)	No
Boat Storage Parking	Yes	(5)	(5)	No	Yes	No	No
Boat Trailer Storage	Yes	(4)	No	No	Yes	No	No
Reserved Parking	Yes	Yes	Yes	(3)	Yes	No	(3)
Unreserved Parking	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Responsibilities							

Note 1: If accompanied by a Resident.

Note 2: A Resident Non -Owner may be authorized if on a lease of one year or longer.

Note 3: May use that Owner's unoccupied parking place with owner permission

Note 4: With Board permission and only if sufficient space is available. Boat Trailer Storage space is limited. Priority is to Resident Owner, then Non-Resident Owner, then Family Members. A person may be “bumped” or forced to remove their trailer if person in higher priority category requests the space. Only Harbor Gate homeowner's may own or lease a boat slip at HGYC.

Note 5: Parking of a boat and trailer is limited to specified areas for 48 hours or weekends only. Space is limited.

**HARBOR GATE CO-OWNERS COUNCIL  
RULES AND REGULATIONS**

**Memorandum No. 3**

May 1, 1984

Revised April 1, 2007

**TO: Harbor Gate Co-Owners, Renters, Guests, and Visitors**

**FROM: Board of Directors**

**SUBJECT: CONSOLIDATED SUMMARY OF RULES AND REGULATIONS**

This document provides an up-to-date alphabetical listing of the current Rules and Regulations that govern community life and activities at Harbor Gate. It contains the customary do's and don'ts that one would expect to find in such a document. Suggestions from members for changes to this document are most welcomed and should be presented in writing to the Board for their consideration and approval. Approved changes will be reported my mail and revisions to this document will be published as required.

**ABSENCE:** If you are going to be on an extended absence from Harbor Gate, please let someone know when you will return and how you can be contacted while you are gone. This information is needed if there is a requirement for emergency notification or if there is any problem in your Unit. Inform your neighbours and your Building Co-ordinator, or give a note to the Board. Before you leave, arrange for someone to pick up your mail or for the Postal Service to hold it. Be sure and do something about your newspaper deliveries so that they don't accumulate at your door--a sure sign that the owner is absent.

**ACCESS:** insure that someone knows how to get into your Unit when you are absent. **Each building co-ordinator should have a key to each unit in their building.** The Master Deed authorizes the Board access to any Unit in case of an emergency originating in or threatening that Unit.

**ADVERTISEMENTS:** The posting of any advertisements, posters, or signs of any kind in or on the property is not authorized.

**ALTERATIONS :** The erection or alteration of any building, wall, fence, or other structure; the cutting of any plants or trees, or the performing of any landscaping is not authorized until plans and specifications have been submitted to and approved in writing by the Board. **This includes internal structural alterations of any Unit.** It you are planning any type of alterations, please consult with the Board.

**BOARD OF DIRECTORS:** The "**Board**", as it is usually called, is responsible for managing the property and business of Harbor Gate. It meets monthly and will consider all matters submitted to it in writing by Owners. Individual Board members are available for discussions with residents at any reasonable hour. All members are volunteers who are elected to serve for two-year terms. Owners are encouraged to seek election to the Board and share their special skills and talents with the Harbor Gate Community. Various committee assignments are available for interested owners and residents.

**BOAT DOCKS – “Courtesy Docks”:** Four small courtesy docks are provided for the convenience of residents. They are for sunning, swimming, fishing, and the temporary mooring of boats for passenger loading and unloading. The Corps of Engineers permit prohibits the mooring of boats at these docks for longer than 12 hours. Water skiing from these docks is not authorized. NO WAKE signs are posted to remind boaters that the waters in the vicinity of

these docks are to be protected for the safety and pleasure of non-boaters. Since these docks are shared by 52 families, thoughtfulness and consideration are required by all users. If you are lucky enough to have fish to clean, don't clean them on the dock--PLEASE!

A large Marina is owned and operated by the **HARBOR GATE YACHT CLUB, LLC**, below Building 7. The Harbor Gate Yacht Club is a separate legal entity from the Co-Owner's Council. The Yacht Club is composed of Harbor Gate homeowners who have purchased boat slips at the marina. This is the private property and its use is restricted to Members of the Yacht Club their guests only. Slips are occasionally available for sale or rent to homeowners (only). Questions concerning this facility should be referred to the President of the Yacht Club.

**BOAT PARKING**: Long-term parking or storage of boats and trailers is not authorized in the common parking areas of Harbor Gate. Temporary parking for 48 hours or over a weekend is permitted only in the upper parking spaces adjacent to highway 24, at the west end of Harbor Gate (in front of Building 1). Short periods of parking for less than a week are permitted for seasonal maintenance and cleaning, if prior notification is given to the Board of Directors. Boats and trailers located temporarily in the parking areas should be identified with the resident's name and unit number. **Parking of boats and trailers in front of the apartments is not allowed.**

Boat Trailer (empty) Parking. A small parking area for trailers is located adjacent to the tennis court. This area is provided to members as a courtesy, on a first-come-first-serve basis to resident and non-resident home owners. Priorities for available spaces are Resident Owner, then Non-Resident Owner, then Resident Non-Owner, then Family Members. A person may be "bumped" or forced to remove their trailer if person in higher priority category requests the space. A Co-ordinator appointed by the Board of Directors, normally the President of the Yacht Club, oversees the operation of the trailer park. Owners are required to identify their boat and/or trailer with their name and unit number. DO NOT park your trailer near, or block the entrance to this facility.

**BUILDING CO-ORDINATOR** : The Board of Directors appoints a Co-ordinator for each residential building. The duties of the Co-ordinator Include the following: (1) provide a channel of communication between residents and Board, (2) provide an opportunity for residents to participate in the management of the community, (3) maintain a current list of residents in the building, (4) should have a key to unit in order to co-ordinate **emergency access** (By-Laws, Section 5.D) to apartments, (5) co-ordinate projects such as the spring and fall cleanups, (6) assist in the resolution of minor problems of interest primarily to that building, and (7) make recommendations to the Board with respect to maintenance, security, safety, and other appropriate matters.

**BUSINESS** : Harbor Gate property may not be used for purposes other than residential. Examples of unauthorized business use include the following: rental of the Club House for commercial purposes; the conducting of yard/garage sales; the posting of FOR SALE signs on buildings, vehicles, or boats.

**CABLE TELEVISION**: Cable service is available from Charter Communications on an individual contractual basis to residents. Contact the company at 226-6605 for current rates and service.

**CLOTHES LINES**: Clotheslines are not authorized on decks, patios, porches, or in any outdoor common areas.

**CLUB HOUSE** : Specific and detailed rules governing the use and rental of the Club House are contained in Memorandum No. 3.

**CONTRACTORS:** A number of contractors service the needs of the Harbor Gate community such as lawn maintenance, garbage pickup, facility maintenance, and treatment plant operation. Each contractor for HGCOB work is supervised by a designated member of the Board of Directors. Contractors are not authorized to respond to specific request from residents for individualized service. Their contracts spell out their duties and the amounts they are to be paid. Residents having comments with respect to the performance of a contractor should direct those comments to the Board member responsible for that contractor.

**CUTTING OF BANKS :** All land around Lake Hartwell up to 670 feet above mean sea level belongs to the U.S. Government. "Full pool" of Hartwell Lake is 660 ft/amsl. The Corps of Engineers controls the utilization of government property by strict regulation. They do not have a sense of humour, nor are they tolerant in overlooking even the smallest infraction of their rules. Signs and orange painted rings on trees mark the government boundary lines.

**Under brushing of the government areas behind the buildings at Harbor Gate is the sole and exclusive responsibility of the Board of Directors.** Cutting of vegetation on government property is limited to "underbrushing" which is defined as, " ... the cutting and continued control of undesirable vegetative growth (weed, vines, briars, etc.) not more than 3 times a year to a height not less than 4 inches."

Due to the unauthorized activities of Harbor Gate homeowners, on two occasions, the Association was fined \$5,000 and \$2,000 and our under brushing permit was REVOKED for a period of three years. **NO CO-OWNER, RESIDENT, OR CONTRACTOR is allowed to TRIM, CUT, PRUNE or REMOVE any vegetation from the Government property** except under the direct supervision of the Board member in charge of Grounds. Any homeowner or person violating this rule is personally liable for any fines, damages, or legal actions arising from the incident, in addition to, fines and sanctions levied by the Association.

All MAN-MADE objects such as trash, boards, etc., should be removed and placed properly in the trash.

Subject to the availability of funds, the Board of Directors contracts for the underbrushing of Harbor Gate's banks (government and non-government portions) twice a year. For additional details, see Savannah District Engineer Shoreline Management Plan Publication DP 1130-2-9.

**CUTTING OF TREES AND SHRUBS:** Residents are not authorized to cut any trees or shrubs on Harbor Gate common property or on adjacent government land. Violators are subject to fines and assessments for the replacement of like items at their expense.

**DECORATIONS :** The external decoration of residential buildings is prohibited with the exceptions of: (1) U.S.Flag on national holidays, and (2) seasonal decorations in December. Seasonal or holiday decorations should be in good taste and must be safe from fire hazard if electrical connections are involved. Window decorations should at all times be in good taste. No stickers or decals should be on windows or doors. Drapes, blinds, and shades should be in colors compatible with the external colors of the building--preferably neutral tones. External window boxes and greenhouses are not authorized without prior written approval of the Board of Directors.

**ELEVATORS:** Buildings IV, V, VI, and VII are equipped with small elevators which are licensed as handicapped lifts. **These are passenger elevators not freight elevators. Their capacity is 450 pounds and they are not designed for transporting heavy loads such as furniture, appliances, and firewood.** After use, please turn off the light and close the gate and door. The elevator cannot be called to another floor if the gate or door has been left ajar. The elevators receive quarterly maintenance and scheduled safety inspection by the Kendall



Elevator Co. of Columbia, SC. If you have any difficulties, contact your Building Co-ordinator or a member of the Board. See also Safety Rules.

**EMERGENCIES** : Life-threatening emergencies such as fire, accident, or civil disturbance should be reported to the proper authorities by the first resident becoming aware of the problem. A member of the Board should be notified next so that the resources of the community may be mobilized to assist. Emergency telephone numbers are:

Dial 911 - If unable to reach 911, dial the following:

FIRE	226-6013 Anderson County Fire Department
AMBULANCE	224-4444 Ambulance Service
SHERIFF	260-4400 Anderson County Sheriff
HIGHWAY PATROL	260-2200 South Carolina Highway Patrol
Management	231-7700 Lund Property Management

It is also important to have someone at the gate to direct emergency vehicles to the right place.

Power failures and water main leaks **are reported by the Board of Directors to the appropriate authorities. Residents noting such problems are requested to advise a member of the Board promptly.** Electrical problems and water main leaks should be reported promptly to the Board member in charge of Maintenance.

**ENERGY CONSERVATION:** Residents are requested to be energy conscious in the use of electricity and water provided through Harbor Gate common meters. In the Exercise Room, turn off lights and equipment after use. In the Club House turn off lights, sauna, showers, kitchen appliances, and set the thermostat at the prescribed level. In the pool area, turn off showers and faucets. The Board of Directors is responsible for the maintenance of all external, automatic controlled lights--including bulb replacement. Some light fixtures have been inactivated because of the excessive number of lights on some buildings. Residents having individually controlled external lights are requested to keep them turned off during the daytime.

**EXCEPTIONS:** The Board of Directors is aware that under some circumstances, exceptions may be necessary. In such situations, owners and residents are urged to request exception or clarification from the Board in writing.

**EXERCISE ROOM:** Use of this facility is restricted to residents *and their guests* only. No food or drink is authorized in these facilities. No resident or guest under 14 years of age may use them unless accompanied by an adult. The user is responsible for policing, cleanliness and security to include turning off lights and equipment and locking the exercise room door after use.

**FIREPLACE AND CHIMNEY CLEANING:** Owners are responsible for insuring that the fireplaces and chimneys in their Unit are maintained in a clean and safe condition. One hazardous chimney in a building is a danger to the entire building. The Board of Directors may arrange for periodic inspections of all fireplaces and chimneys during the non-heating season. The assistance of Building Co-ordinators and residents will be necessary to insure access for the inspector. Owners will be advised when cleaning is necessary. Cleaning will be at the owner's expense.

**FIREWOOD:** The procurement of firewood is a responsibility of the individual owner or resident. The storage of wood can create a number of problems such as destruction of lawn areas; surface erosion; elevator damage; deterioration of outdoor carpeting; rotting of wooden decks; and the attraction of insects, termites, rodents and reptiles. Guidelines for the storage of wood are:

Store only limited amounts of wood on rear decks and rear porches. No storage racks should be visible from roadside of buildings. Use metal storage racks such as the commercially available "O-rings".

Select inconspicuous areas for outside storage. Stack wood off the ground on runners such as landscape timbers.

Do not stack wood against building walls. Stack wood behind the buildings near the edge of the bank to prevent insects and rodents from entering the building, and to prevent damage to the walls. No wood should be stacked in the common areas.

**FIREWORKS:** The use of fireworks is prohibited on all Harbor Gate property, including the docks.

**FREEZING WEATHER PRECAUTIONS:** Special precautions are necessary to protect your property and that of your neighbors when there is a probability of freezing temperatures. The heating system should be left on with the thermostat set no lower than 55 degrees. This is critical if you are going to be away for any length of time or if your Unit is standing vacant. Under no circumstances should a Unit be left with the electricity turned off unless measures have been taken to protect the water system from freezing. Such measures include turning off the main water valve (outside in the box) and draining the pipes in the Unit. In most buildings there are pipes in the walls, between the floors, and in the attics. If the water freezes and a pipe breaks, it is usually a disaster for more than one family. If water and electricity are both turned off, be sure that the switch on the water heater is also turned off to prevent burning out the elements in the heater if the electricity is turned back on before the heater has filled with water.

**GARBAGE:** A contractor collects garbage and trash on Monday and Thursday of each week. Residents are responsible for providing their own metal or plastic garbage can (with lids) in the fenced garbage areas, and for placing all of their garbage and trash in those containers. Kitchen trash compactors are recommended, otherwise, garbage must be placed in plastic bags and bags must be tied. Lids on cans must fit tightly and securely to keep odors in and small animals, rodents, and insects out of the garbage. The policing and cleanliness of fenced garbage enclosures is a responsibility of the residents of that building. **No personal property should be stored in shared garbage areas that would prevent access.** Your collective efforts, especially in the summer, are necessary to insure a pleasant and sanitary situation.

**GATES:** The entrance and exit are controlled by two electronic gates. These gates lift automatically with the approach of a vehicle. Observe the STOP signs at the gates and approach slowly.

Occasionally the gates will not operate because of power failure or broken mechanism. **DO NOT TRY TO FORCE THE GATE ARM!** That can result in expensive repairs. Contact the Board member responsible for Building and Facility Maintenance to report any difficulty with the gates. Either arm can be removed by loosening the two bolts in the bracket that holds the arm. Use a small wrench or pliers and slip the gate arm out of the bracket.

**GRILLS AND BARBEQUES:** Outdoor cooking on **gas** grills must be done with consideration for safety and proximity to other residents. The use of grills on balconies can be particularly hazardous. No charcoal grills should be used because of the fire hazard. A fire extinguisher should be immediately available whenever a flame grill is in use. They should be monitored constantly while in use, and fires should be completely extinguished immediately following use. Co-ordinate with close neighbors to insure that smoke and odors are not offensive--a lot depends on the direction of the wind. Do not store grills conspicuously. Grills should not be

visible from the side of the building that faces the parking areas. A gas-fired grill is available at the Club House for the use of residents, who will be responsible for cleaning the grill after use.

**HANGING ITEMS:** Garments, towels, rugs, dust rags, mops, and similar objects should not be hung from windows, decks, railings, terraces, or any of the facades of the property.

**HEATING AND AIR CONDITIONING:** Owners are responsible for the maintenance of heating and air conditioning equipment, including any portion of their Unit system that may be located in common areas. Two things that residents may do to improve the effectiveness of their systems are: (1) change filters frequently, and (2) keep furnace room clean and uncluttered to insure a free flow of air. Do not store inflammable materials and liquids (including paint) in furnace rooms.

**HGCOC:** The abbreviation for Harbor Gate Co-Owners Council is "HGCOC".

**INSURANCE: All homeowners and renters are required to have their own personal, individual homeowner or renter's insurance policy.**

The Harbor Gate Horizontal Property Regime – the "Master Deed" was established and set up so that the exterior and structures of all buildings, grounds, land, and facilities were owned by the Association, owned by all members-in-common. This allows the Association to maintain the exterior of the buildings and grounds. It also allows the Association to obtain insurance for the catastrophic loss of any of the facilities under a Master Policy and rebuild those facilities to an "as built" condition. The Association does not, however, maintain or insure the interior of each apartment. Article 16 of the Master Deed identifies the accessible materials within each individual apartment (sheet rock, floor coverings, fixtures, screens, windows, doors, air and water handling equipment) as "limited common elements" and places the responsibility for the maintenance, repair, replacement, and insurance of these limited common elements on the individual homeowner.

The Board of Directors maintains a master insurance policy which provides property and liability coverage to rebuild, repair, or replace all Harbor Gate buildings and facilities to an "as built" condition in the event of a catastrophic loss due to fire, wind, earthquake or other natural disaster.

**All homeowners and renters are required to have their own personal, individual homeowner or renter's insurance policy which includes coverage for:**

- **Property (Limited Common Elements damage due to accident)**
- **Personal Contents (Your belongings, electronics, clothes, equipment)**
- **Alterations and Additions (Home improvements beyond "as built").**
- **Medical Liability (Injury to someone in your home)**
- **Alternative Living Expenses (Living elsewhere during repairs)**

**Property Insurance:** The Master Deed Article Sixteen, Section 1, MAINTENANCE AND INSURANCE OF LIMITED COMMON ELEMENTS, states: "The owner of an apartment shall be solely responsible for the prompt maintenance, repair, and replacement of, with comparable material of equal quality, all limited common elements appurtenant to his apartment. *Any failure of an owner to repair, maintain or replace, as may be required pursuant to the condominium documents, or a determination by the Board or its designated agent that such failure will endanger or impair the value of the common areas and facilities, or any apartment belonging to another member or its common elements, may be repaired and replaced by the association at the expense of the apartment owner to be collected by special assessments as herein provided. Such assessments may include all costs, including attorneys' fees, the association incurred in the abatement of any nuisance maintained by the apartment owner*

therein. The owner of the apartment may insure these limited common elements for his own interest.

Each homeowner and renter is responsible for the maintenance, repair, and replacement of all limited common elements within his/her apartment and must obtain homeowner's or renters insurance to insure these limited common elements (sheetrock, ceilings, fixtures, doors, windows, floors, floor coverings, and air and water handling equipment) within their apartment. The Harbor Gate Master Policy does not cover such items, except in the case of catastrophic accident. Any incident or accident, caused by you, your renter, your neighbour (unless negligent), or the individual water, electrical, or other appliances in your apartment, is your responsibility and must be insured by your individual insurance coverage. If your water heater, dishwasher, washer or dryer leaks, or you have a fire that causes damage to your apartment or that of your neighbours', you are liable for fixing your own unit and that of your neighbours. Every homeowner and renter must have private homeowner's or renters' insurance that includes property coverage for limited common elements.

Water heaters, washing machines, and slow leaks around commodes and showers are a continuing problem at Harbor Gate. Treat all leaks as a serious and an immediate problem. If you are renting, inspect your unit on a periodic basis. Water heaters are usually warranted for only 6 years. If your water heater is over six years old – replace it. \$500-\$600 for a new water heater is a small investment, compared to \$3000-\$6,000 in damages that usually occurs when it ruptures. Turn off your water (water cut offs are located in or in front of the garbage bins for all apartments) if you are away from your apartment for several days.

Finally, be aware that most insurance policies do not cover damage due to mold and mildew, nor do they cover "attendant" damage that was present in your home, prior to you purchasing the home. Inspect your home carefully prior to purchase and insure that any required repairs are comprehensive and take into account provisions for existing or potential mold and mildew. If you sell your home, without declaring mold or mildew problems or attendant damage, you are liable for this omission, even after closing.

Renters are required to maintain Renter's Insurance which includes the same coverages as the homeowner. Alternative Living Expenses coverage for Renters is not required.

All questions concerning insurance should be referred to your insurance agent or the Treasurer.

**KEYS:** Each Board member has access to the master keys associated with all common elements, i.e. Club House, Maintenance Shop, Gate House, Swimming Pool, Treatment Plant. Building Coordinators are required to maintain a set of keys for emergency access to units in their Building. The Board does not maintain a separate set of master keys for access to Units.

**LEASING OF UNITS:** Successful leasing arrangements require cooperation and communication among the owner, the owner's property agent (if there is one), the prospective lessee, and the Board of Directors. As an initial step before leasing a Unit, the owner is **required** to contact the Board of Directors. Detailed information on leasing procedures is contained in Memorandum No. 6.

**MAILING ADDRESS:** The revised mailing address for all communications with the Board of Directors is:

Harbor Gate Co-Owners Council  
99 Harbor Gate  
Anderson, SC 29625-6054

Property Manager:

Lund Property Management, Inc.  
P.O. Box 1747  
Anderson, SC 29622-1747  
(864) 231-7700

**MAINTENANCE or REGIME FEES:** The Board of Directors announces maintenance fees for the next year in early December. Fees are payable as of the first of the month. A \$25.00 penalty is assessed if a fee is not received by the tenth day of the month. Fees should be directed to the Property Manager at the address indicated above. Checks should be made payable to **HGCOC**. Advance payments are, of course, accepted. Post-dated checks are not accepted.

**MAINTENANCE SERVICE:** Owners are responsible for the maintenance of appliances, mechanical equipment, plumbing fixtures, and all other internal portions of their Units. In general, the Co-Owner's Council and Board of Directors is responsible for the exterior maintenance of buildings, facilities, and grounds. Occasionally, some problem will seem to fall in a grey area between the responsibilities of owner and Board. Such matters should be referred to the Board for resolution.

**MANAGER:** Scarlett Lund of Lund Property Management is the administrative property manager for the association. The property manager's services are administrative in nature. Lund Property Management works with the board and its committees to implement the Board's decisions and administer the programs and services of the association. Policies, guidelines, and decisions are made by the Board of Directors.

**MOVING:** Residents moving in or out are requested to inform a neighbor, the Building Co-ordinator, or a member of the Board in advance. Residents are security-conscious and should normally challenge a truck that arrives unannounced and starts loading furniture. Advance notice will prevent embarrassment and will often assist the driver by insuring that a knowledgeable person is available to provide directions and parking instructions. **LARGE TRUCKS** need to come in the **EXIT Gate** side of the guardhouse in order to manipulate the turn without running over the curbs. Several Board members have keys to the guardhouse and can flip the necessary switches to open the gates. The **ELEVATORS are NOT to be used to move furniture or heavy or bulky boxes**. Repairs of damaged elevators will be charged to Unit owners ignoring this rule. The Costs of repairs to grounds or landscape will be assessed against the unit owner.

**MUSICAL INSTRUMENTS, RADIOS, STEREOs, TELEVISIONS,** Residents are required to limit the volume so that their pleasure does not disturb their neighbors. Sounds carry exceptionally well through walls, ceilings, and floors despite the insulation that was included in the original construction. Bass notes, in particular, carry a long way; and sometimes this can be remedied by reducing the level on the bass control. Residents who are disturbed by loud music and noises should contact the source at the time the disturbance is occurring. Problems that cannot be resolved between parties, or with the assistance of the Building Co-ordinator, may be referred to the Board of Directors.

**NEIGHBORHOOD WATCH:** This ongoing program seeks the involvement of all residents in the security of Harbor Gate. It includes a lot of common sense actions such as:

If you are going to be away, notify a neighbor and arrange for your mail and newspapers to be picked up by someone or for delivery to be suspended until your return.

Report suspicious activities in the area to your Building Co-ordinator, a member of the Board, and/or to the County Sheriff.

Report unidentified vehicles "cruising" the area--especially at unusual hours. Be sure to record the license tag number and type of vehicle.

Keep an eye on your neighbor's property. Be alert for any signs of fire or water leaking.

In general, be conscious of what is going on in your community, and take note when things don't look quite right. It's okay to be a little nosy!

**NEWSLETTER**: The Board of Directors may publish a Harbor Gate Newsletter periodically and as required. It includes official information from the Board of Directors and general information of interest to residents.

**NO-WAKE**: Signs are posted on all docks requesting boaters to observe the "NO Wake" rule. This means that boats should be operated at a slow, safe speed in the vicinity of docks, swimmers, fishermen, and populated shorelines. All Harbor Gate boaters are requested to observe the NO WAKE rule meticulously as a matter of common courtesy and boating safety.

**OUTDOOR CARPET**: The Board of Directors is responsible for the replacement of the outdoor carpet in common areas. Replacement is scheduled when needed and is included in the operating budget.

**OVERNIGHT CAMPING**: The setting up of camp sites or camp fires on Harbor Gate property is not authorized. Overnight sleeping on the grounds and/or in campers, trailers, or other vehicles is not permitted.

**PARKING**: The parking areas of Harbor Gate are primarily for the passenger vehicles of residents and their guests. The following controls have been established over the years to protect the rights of residents and to insure that the parking areas present an attractive, residential appearance:

--**Reserved parking areas** are on the same side of the street as residential buildings. Most owners were assigned one or two parking spaces at the time of original purchase. These spaces are identified with the Unit number. Residents should not park in someone else's parking space without prior arrangement, and they should insure that their guests and visitors do not park in another resident's space.

**Unreserved parking areas** are on the opposite side of the street from residential building. They are generally identified with the nearest residential building. These spaces are available to guests and visitors.

Club House guest may park in the limited spaces available in front of the Club. Cars that cannot park in those spaces should park in the spaces that are available on the highway 24 side of the "Commons". Club guests should not park in areas identified with Building VI or any other residential building. They should not park so as to obstruct entrance and exit gates. Residents hosting Club parties must inform guests of parking restrictions and insure enforcement.

Commercial vehicles, trucks, vans, and trailers are not authorized to be parked except for temporary periods in connection with service calls. Personally owned leisure vans and small pickup trucks are authorized parking. Parking of RV's and travel trailers is not authorized.

Boats and trailers are not authorized except for temporary parking of one week-day night or for a weekend. Short periods of parking for less than a week for seasonal maintenance and cleaning are permitted, if prior notice is given to the Board of Directors. There is no provision for the parking of large recreational vehicles or house trailers. Requests will be considered on a case-by-case basis by the Board of Directors.

The storage of vehicles in the parking areas is not authorized. No vehicle may be left up on jacks, blocks, or 'coke crates". Abandoned and unidentified vehicles will be reported to the County Sheriff and towed at the owner's expense.

No heavy maintenance will be performed in the parking area such as the replacement of major components. Weekend mechanics will take care to prevent oil and grease stains on the pavement. Radiators will not be drained in storm sewers--which empty directly into the lake. No vehicle with obvious oil, gasoline, or radiator leaks will be parked within Harbor Gate.

Parking on lawns and grassed areas is not authorized. All parking should be in a designated parking area. **No parking along curb which parallels Highway 24 is permitted.**

The speed limit throughout the parking areas and roads of Harbor Gate is 15 MPH--slower if the situation dictates.

Two restricted parking spaces are located adjacent to the Treatment Plant entrance. They are for the use of plant maintenance personnel who visit daily. Boaters are permitted to park in these spaces for loading and unloading not to exceed 30 minutes.

**PARTIES:** Loud and boisterous partying and/or behavior in residential Units or in the vicinity of residential Units is not permitted.

**PETS:** **No animal is permitted on public portions of Harbor Gate property unless on a leash.** The keeping of pets in the Harbor Gate community is subject to strict control. No owner, renter, or resident shall maintain any pet, which causes distress to other residents by barking, biting, or scratching.

Because of the size and space limitations on the Harbor Gate common property, no dogs over 30 pounds are allowed at Harbor Gate and no dog houses or outside tethers are allowed (Memorandum No. 8; 9 December 2006). Owners are responsible for correcting immediately any obnoxious behaviour of their pets. No unusual, vicious, exotic, or dangerous animal shall be kept at Harbor Gate.

The designed area for the relief of animals is the grassy bank that parallels Highway 24. The large public, common area between the homes and Highway 24 is **NOT** the animal relief area, this is a community recreation area. No animal is permitted on public portions of Harbor Gate property unless on a leash. Owners walking their pet are requested to carry the customary scooper and plastic bag so that the area remains clean and decent for other pets and residents. Do not throw animal droppings (feces) or plastic bags over the hill. Pet owners are requested to keep all common areas clean from pet hair.

**POLICING OF THE AREA:** Harbor Gate does not hire anyone to pick up trash and cigarette butts in the area. A number of thoughtful residents do this voluntarily, and the Board expresses its appreciation for their good work. An even better solution, however, is not to put the litter down in the first place.

**POOL:** The swimming pool is available for residents during the May-September or October time frame. Because of the number of State, insurance, and safety requirements that must be observed; the details are spelled out separately in Memorandum No. 4 and Memorandum 7. Please read them. Memorandum Number 7 (15 May 2006) prohibited the consumption of alcohol, unless seated, at the pool and further addressed and prohibited rude, inappropriate, and unlawful behavior.

Public Intoxication is a legal crime and will be reported to the Anderson County Sheriff's Department.

**REIMBURSEMENT:** Owners and residents are not authorized to be reimbursed for any funds they may elect to spend for the maintenance of property or any other purpose. No owner or resident may make a commitment for the expenditure of Harbor Gate funds unless he/she is a member of the Board and is the manager of the budget account against which the commitment is made.

**ROCKS:** Rocks are used throughout the area to control erosion. Residents should not move these rocks. Neither should they throw rocks from along the shoreline into the lake.

**ROOFS:** Residents are required to stay off the roofs.

**RULES AND REGULATIONS ENFORCEMENT:** The Master Deed requires the Board of Directors to publish and enforce the Rules and Regulations. The Rules and Regulations announce the standards and set the limits for community life at Harbor Gate. The most influential factor in enforcement is the self-enforcement that must be exercised by each citizen of the community. Enforcement actions by the Board, when necessary, will be the majority collective vote and action by the Board. Individual Board members are not expected to be policemen, and are not responsible for taking unilateral action in response to a request from any owner or resident.

The following procedure will be taken to enforce Harbor Gate Rules & Regulations: 1) a warning letter from Board of Directors will be issued, first, and then 2) a fine of \$50.00 issued if action has not been taken within 30 days of warning letter. If the nature of the violation is irrevocable or results in property or other damage to the Association or one of its members, the Board of Directions, at its discretion, may waive the 30 warning letter requirement, and repair or replace the damaged items and bill the member the cost of such repairs or replacements. Issued. If corrective action has not been taken within 30 days of warning letter, the Board may continue to impose monthly fines of \$50.00 and, or at its discretion, seek legal and other remedies to resolve the issue.

**SALES OF UNITS:** The Harbor Gate Co-Owner's Council, through its Board of Directors, must be given 30 days notice, in writing, of an intent to sell any unit at Harbor Gate. This is a notice requirement, a restriction, that each property owner agreed to as a condition before accepting a deed to a unit at Harbor Gate. In accordance with the Master Deed, the Board is empowered to render a proposed sale null and void if this notification is not provided or if the provisions of Memorandum No. 6 are not followed.

Successful sales contracts require cooperation and communication among the owner, the owner's property agent (if any), the closing lawyer or agency, the buyer, and the Board of Directors. Detailed information on sales procedures is contained in Memorandum No. 6.

**SECURITY:** Lake property tends to be a target for security problems. The "Neighborhood Watch" program is vital to the community's security. Please read the separate item on this program on page 12 of this Memorandum. The Board does not employ guards, patrols, or watch dogs. It is, therefore, essential that each member of the community maintain a sense of security-consciousness and cooperate with neighbors on security matters. Residents experiencing any type of security problem should report it to the Board of Directors promptly.

**SERVICES:** Garbage and sewer services are provided by Harbor Gate as part of the monthly maintenance regime fee. Owner/residents are responsible for contacting local utility companies direct for services as follows:

Electricity	Duke Power	1-800-777-9898
Telephone	Bell South	780-2800 (Also see phone book)
Water	West Anderson Water	225-5741
Cable TV	Charter Cable	226-6605 or 338-9975



Police                      Anderson Sheriff                      260-4000

The U.S. Postal Service provides rural box delivery Monday through Saturday. The carrier also picks up outgoing mail. Be sure and file change of address cards with the carrier.

**SPEED LIMIT:** The maximum speed throughout Harbor Gate's roads and parking areas is 15 MPH. At times, circumstances will dictate a slower speed, and drivers must exercise good judgement at all times. Runners, joggers, walkers, bikers, and talkers customarily use the internal roads during the hours of daylight and darkness, and drivers must be constantly alert for the safety of these residents.

**STATEMENTS:** The Property Manager prepares monthly financial statements for the Board of Directors. These statements are available to owners upon their request. Annual financial statements are provided each owner prior to the annual meeting in March of each year.

**STORM DRAINS:** The drains that carry water from the streets and parking areas drain directly into Lake Hartwell. We swim, boat, ski, and fish in Lake Hartwell; and it is the source of our drinking water. Accordingly, liquids such as oil, gasoline, antifreeze, strong detergents, caustic chemicals, or acid should not be poured down the drains.

**TENNIS COURT:** A tennis court is available for use by residents and guests. Tennis shoes are mandatory. Lights are provided through a coin operated timer switch located on the right side of the door entrance to the maintenance building.

**TERMITES:** Residents noting evidence of termites or infestation by any other type of insect are requested to notify the Board of Directors.

**TOYS:** Grassed areas and walkways in front of Units and entrance ways should not be obstructed with toys, bicycles, motorcycles, or other items of personal property.

**TRAFFIC:** Harbor Gate traffic flows in the conventional U.S. right hand pattern. Particular caution must be exercised in the vicinity of the entrance and exit gates because of limited visibility. STOP signs at each gate must be observed to insure safety and to prevent a collision with the gate arm should there be a mechanical failure. Traffic on Highway 24 is heavy and fast. Exceptional care should be taken when entering and exiting that thoroughfare.

**TRAILER (Boat Trailer only) STORAGE.** A small parking area for boat trailers (no boats, jet skis, or utility trailers) is located adjacent to the tennis court. This area is provided to members as a courtesy, on a first-come-first-serve basis to resident owners and non-owners. Priorities for available spaces are Resident Owner, then Non-Resident Owner, then Resident Non-Owner, then Family Members. A person may be "bumped" or forced to remove their trailer if person in higher priority category requests the space. A Co-ordinator appointed by the Board of Directors, normally the President of the Yacht Club, oversees the operation of the trailer park. Owners are required to identify their boat and/or trailer with their name and unit number. DO NOT park your trailer near, or block the entrance to this facility.

**TREATMENT PLANT:** Harbor Gate sewage flows to the "Waste Water Treatment Plant" which is located below the tennis court. Sewage is processed into clean water and discharged into Lake Hartwell. The efficient operation of the Treatment Plant is essential to maintaining the style of life at Harbor Gate, and it is a matter of highest priority with the Board. There are a number of restrictions that residents must observe with respect to the Treatment Plant. They are neither pleasant nor conversational, but they are essential.

**Don't flush anything down a toilet except that which is intended to be flushed.** Specifically, don't flush things such as: paper towels, contents of vacuum cleaner bags, contents of lint catchers, static cling papers from dryers, sanitary napkins and other feminine hygiene products, baby diapers, cigarette and cigar butts, string, twine, rubber bands, plastic bags or wrap, aluminum foil, newspaper, candy wrappers, any other foreign material.

Materials such as listed above do not process through the plant. They become lodged in the grinding mechanism and require removal by hand (not a nice Job). Please dispose of all such objects with regular garbage.

Don't pour strong caustic solutions down toilets or other household drains. These include liquids such as lye, paint, paint thinner, solvent, oil, gasoline, and insecticide. Liquids such as listed above can upset the chemical balance of the bacteria necessary to eliminate waste, thus rendering the plant inoperable. Please dispose of such liquids by placing them in sealed containers and discarding them with regular garbage. Cooking oil bottles, wine jugs, and plastic milk bottles are usually good for this purpose.

If there is a mechanical problem at the Treatment Plant, an alarm bell or buzzer will sound. More often than not this happens at about 3:00 am, and the alarm will continue to sound until someone turns it off. Any resident hearing an alarm should notify one of the individuals responsible for the Treatment Plant.

**TV ANTENNAS:** Satellite dishes may be installed only after discussing with appropriate Board member. No transmitting device is authorized which interferes with radio or TV reception.

**UNACCOMPANIED ACCESS TO HOMES:** Article IV, Section 5.D (Powers) of the By-Laws authorizes the Board of Directors to "enter into and upon the apartments when necessary and at as little inconvenience to the owner as possible in connection with such maintenance, care, and preservation" as required by Association documents and directives. **In an Emergency** when the homeowner is not present or available (non-resident owners), the Board or Building Coordinator may require emergency entrance to your unit. In such cases, a **Notice of Emergency Entrance** shall be placed in your unit or mailbox, signed by the authorized Board member outlining: Who, When, Where, and Why entrance was made. In no cases, will entrance be granted to contractors or third-parties to perform non-emergency activities.

**U.S. FLAG:** A United States flag is flown 24 hours per day in front of the Club House. No other flags are to be flown from the same staff.

**VOLUNTEERS:** The Board of Directors is always in need of volunteers to work on projects and committees. If you are willing to share your talents and a little bit of time with Harbor Gate, contact any member of the Board.

**WATER LEAKS:** **Water Leaks have been the cause of Major Damage** in multi-storied units at Harbor Gate. Bursting water heaters, overflowing washing machines, slow and continuous leaks around sinks or bathtubs, and faulty wax O-rings underneath commodes can cause thousands of dollars in damage to your unit and that of your neighbour. You, the homeowners, are personally liable and responsible for this type of damage. Make sure you have homeowner's insurance and, if renting, require renter's insurance.

Several simple precautions can save thousands of dollars in potential repair bills. If you have just purchased a unit, please do all before moving in:

- Turn off your water when you are away. Cut off valves are outside each unit.
- Replace clothes washer hoses with steel wrapped hoses every 5 years.
- Most units have a cut-off lever next to the washer. Cut off water when not in use.

- Replace commode wax O-rings whenever the toilet base is loose (wabbling) or every 10 years.
- Water heaters only last 6-8 years. The year of manufacture is listed on the data plate. Replace your water heater if it is over 6-8 years old.
- Drain pans should be installed under all water heaters, especially in multi-storied units. Have the plumber install a drain pan and adequate drain when replacing your water heater.
- Treat slow leaks around sinks and the bathtub seriously. Slow leaks not only damage the flooring, but also cause mold and mildew to grow. Mold and mildew remediation is extremely expensive and is NOT covered by any insurance policy. Treat leaks as an immediate problem.
- Have your water reduction valve checked or replaced every five years.

**WATER PRESSURE:** In the summer of 1983, water pressure at Harbor Gate was increased significantly because of the installation of a new water tank by the West Anderson Water Company. The pressure in Harbor Gate pipes at times rose to twice the industry standard. Have your water pressure and water pressure reduction valve checked by a qualified plumber.

**WATERING:** During the hot, dry, summer season; residents are urged to share a little water with lawns, trees, and shrubs. Best time to water is in the early morning. Co-operative water on a building basis is a good way to undertake the project.

**WEAPONS:** The open display and/or use of any type of dangerous weapon is prohibited.

**WIRING:** Residents are not authorized to install any type of wiring which protrudes through the walls or roof of any building except as authorized by the Board. The installation of internal electrical wiring should be accomplished by a qualified electrician in accordance with industry standards and the County electrical code. Please note that Buildings 1-2-3 were constructed with aluminium wiring inside the units and require special connectors and switches that are certified for aluminium. Residents are liable for any damage caused by improper wiring.

**WRITTEN REQUESTS:** All communications from owners which require decisions by the Board or the expenditure of funds should be in writing to the Board President or to HGCOG, 99 Harbor Gate, Anderson, SC 29625-6054.

**YARD SALES:** Yard sales, garage sales, flea markets, and auctions are not permitted at Harbor Gate.

**In Conclusion:**

The Board of Directors are all volunteers. They are your neighbours who donate their spare time in helping the community and are elected by you, the 52 homeowners at Harbor Gate. Most of the Rules and Regulations have been in effect for over twenty years and have been found to be fair, equitable, and consistent with the type of gated community our Residents want and insist we maintain. When you purchased your home, you agreed to follow the provisions of the Master Deed and Rules and Regulations as a prerequisite to the purchase. You have a right to expect that your neighbours follow the same guidelines. The Board is formally charged with the responsibility of establishing and maintaining a set of Rules and Regulations that are fair and consistent for all. The Board is required to enforce these Rules and Regulations in a fair and consistent manner, each time and every time. When special circumstances arise due to unusual or temporary needs, please contact the Board, in advance, to obtain an exception to policy.

We also strongly encourage residents to communicate directly to the Board in reporting violations, whether it's a noisy party, a barking dog, boat trailers or RVs parked on the

grounds, or inadequate maintenance. Reporting problems does not make one a bad neighbor or resident. As volunteers, the Board of Directors does its best to make itself aware of the problems facing our community, but with your help and feedback, no doubt we can do our job better.

**RULES AND REGULATIONS**

**Memorandum No. 4**

**May 1, 1984**

**Revised: 1 April, 2007**

**TO: Harbor Gate Co-Owners Council (HGCOOC) Members**

**FROM: Board of Directors**

**SUBJECT: Club House Rules & Regulations**

**PURPOSE:** To provide rules and regulations for operation of the Club House and the adjacent Exercise room. The rules for the Swimming Pool and Tennis Courts are published separately.

**GENERAL:** The Club House is for the exclusive use of Harbor Gate resident-owners and their guests. It serves as a recreation facility for private social affairs, and it is also used as a meeting place for the Co-Owners Council, Board of Directors, and activities sponsored by the Board. It is available for use only by reservation (except the Exercise Room). It may be reserved by any resident or non-resident owner, an accompanied family member, or a resident non-owner with a one-year lease. Resident non-owners are required to pay a \$100.00 security deposit when making a reservation. This will be returned after the reserved day provided no damage/violation has occurred. A resident reserving the Club assumes the responsibilities of a "host or hostess" sponsoring a private social affair. The "host" is expected to be present throughout the activity and is responsible for the conduct of guests and the protection of Club property. A resident may not serve as an intermediary to reserve or rent the club for any other person or organization. The Club may not be used for business activities or for profit-making enterprises.

**MANAGEMENT:** The Club is managed by a volunteer chairman appointed by the Board of Directors.

**ACCESS TO CLUB:** Access is gained by special security key. One key is issued to each Co-Owner who is responsible for transferring keys to any subsequent buyer. A non-resident owner may place a key in the custody of a lessee for the period of the lease, but is responsible for recovering the key at the end of the lease. Keys are expensive (\$40) and must be special-ordered.

**COST OF RENTING CLUB:** There is no fee when the Club is used for Council and Board meetings and for activities sponsored by the Board. Small groups (6-8) of residents may use the Club House provided they first check with the Club Chairman. All parties are responsible for cleaning up and emptying any trash before they leave. Fees for the private use of the Club by residents are listed below. The Cleaning Deposit is non-refundable, even if the user performs cleaning prior to noon on the day after use.

Resident/Owner	\$30.00 non-refundable cleaning fee
Resident/Resident Non-Owner	\$100.00 refundable damage/violation deposit
	\$30.00 non-refundable cleaning fee

**PROCEDURE FOR RESERVING CLUB:** Submit a completed “Reservation Form” to the Chairman along with check for the necessary fee. A copy of the form is attached. If it becomes necessary for resident to cancel reservation, notify Club Chairman as soon as possible, and at least one week in advance. Otherwise, refund of the reservation fee may be forfeited.

**RESPONSIBILITIES OF THE RESIDENT HOST OR HOSTESS:**

The Host or Hostess is completely responsible for the Club House during the hours in which it is reserved. They must become familiar with all the facilities at the Club House and notify the Club Chairman if any equipment is found out of order. They must not leave the Club unlocked or unattended at any time. At the end of activity, they must secure and lock clubhouse, after turning off lights, and setting thermostat at prescribed temperature posted on wall. In freezing weather must leave water “dripping” per instructions of the Club Chairman. All trash receptacles must be emptied and deposited outside into a metal, covered, garbage can outside.

**PARKING:** Limited parking is available in front of the Club House. It is essential that cars not be parked indiscriminately in the vicinity of the Club House so as to obstruct the entrance and exit gates. Cars that cannot park in the spaces in front of the Club should park in the spaces that are available on the west side of the “commons” along Highway 24. They should not park in the road outside the Club House. **(This is a no parking zone)** Club guests should not park in areas normally used by the residents of Building VI or any other residential building. Resident hosts must inform guests of the parking restrictions and insure their enforcement.

**RESTRICTIONS ON USE OF THE CLUB HOUSE:**

Hours for rental of the Club are:	<b>Sunday through Thursday</b>	<b>9:00 a.m. to 11:00 p.m.</b>
	<b>Friday and Saturday</b>	<b>9:00 a.m. to 12:00 midnight</b>

Activities at the Club will be in accord with generally accepted standards of community conduct. Noise levels must be controlled so as not to interfere with residents. The Club will not be used for sleeping quarters. The Club cannot be reserved or used for business purposes. Reservation of the Club does not include reservation of the swimming pool. During the season when pool is open, swimmers in bathing suits will restrict themselves to entering the areas of the restrooms and the hall leading thereto.

**NO SMOKING FACILITY:** The clubhouse is a no-smoking facility. Step outside to smoke and use the ashtrays and receptacles provided.

**EXERCISE ROOM:** Use of these facilities is restricted to residents only. No food or drink is authorized in these facilities. No resident under 14 years of age may use them unless accompanied by an adult. If you are using facilities alone, it is wise to inform someone where you are. The user is responsible for policing, cleanliness, and security to include turning off lights and equipment and locking of doors after use.

**EXCEPTIONS:** Requests for exceptions to the above rules and regulations may be submitted in writing to the Board of Directors.

**\*Please remove all personal items from the clubhouse at your time of departure.  
HGCOC cannot be held responsible for any items broken, lost or stolen.**

# CLUBHOUSE RESERVATION FORM

**PLEASE READ ATTACHED MEMORANDUM #3 RULES & REGULATIONS**

**I am requesting a reservation for the Harbor Gate Clubhouse as follows and understand that I must attend, at all times, and I take full responsibility for the actions of my guests:**

**NAME:** \_\_\_\_\_ **NUMBER OF ATTENDEES:** \_\_\_\_\_

**DATE:** \_\_\_\_\_ **TIME:** From \_\_\_\_\_ To \_\_\_\_\_

**PURPOSE OF MEETING:** \_\_\_\_\_

\_\_\_\_ I am a **Resident/ Owner** and I enclose a **check for \$30.00** made **payable to HGCOG** for the NON-REFUNDABLE professional cleaning fee.

\_\_\_\_ I am a **Resident, Non-Owner** and I enclose a **check for \$30.00 NON-REFUNDABLE** professional cleaning fee, and a **2<sup>nd</sup> check for \$100.00 payable to HGCOG** as a damage deposit which will be returned to me provided NO damage occurs.

**Please Note the Following:**

1. The resident that reserves the clubhouse must be the **host** and **must be physically present** at the CH throughout the activities for which the reservation was made. The **host is responsible** for actions and demeanour of his guests and for the cost of all repairs for any damage occurring during his reservation day. Please be considerate of residents near the clubhouse, and refrain from loud noises that might disturb them.
  
2. The host is responsible for leaving the clubhouse in the same or better condition that it was in prior to his party including, but not limited to the following:
  - a. Replace all chairs, tables, and other furniture into their proper places.
  - b. Empty refrigerator; clean up and remove all food and drinks from clubhouse.
  - c. Remove all decorations.
  - d. Wash and replace all dishes.
  - e. Pick up all trash and empty all trashcans (including bathrooms). Place trash in trash cans behind clubhouse.
  - f. **No Smoking inside the Club House.** Be sure that all outside ashtray contents and fireplace ashes are emptied and extinguished before putting into outside cans.

**PLEASE DO NOT PUT TAPE OR NAILS ON THE WALLS!!!**

3. The **swimming pool** cannot be reserved and will continue to be open to all residents of HG and guests, even during times when the clubhouse is reserved. No glass or other breakable or hazardous items are allowed in the pool area. All swimmers must wear appropriate swimming attire. **NO ONE** is allowed to swim alone unless there are other adults present within the swimming pool enclosure capable of rescue.

**Attachment: Memorandum 4, Club House Rules and Regulations**

## **RULES AND REGULATIONS**

**Memorandum No. 5**

**October 1 April 2004**

**Revised: 1 April, 2007**

**TO: Harbor Gate Co-Owners Council (HGCOOC) Members**

**FROM: Board of Directors**

**SUBJECT: Swimming Pool Rules & Regulations**

**PURPOSE:** To prescribe the rules and regulations for the use of the swimming pool by Harbor Gate residents and their authorized guests.

**GENERAL:** The Pool Committee, under the supervision of the Board of Directors, is responsible for the operation of the pool and the enforcement of these rules and Regulations. Many rules are based on State health and safety regulations, some are required by the insurance underwriter, others are simple common sense and courtesy.

All Harbor Gate residents and family members are authorized to use the pool. Residents may invite individual guests to use the pool, but children under age 14 must be escorted by an adult. The resident is responsible for guests.

Alcohol consumption in the pool is prohibited. Alcohol, in moderation, may be consumed in the pool area, but only while seated. No open or glass containers may be carried in the pool area.

Please expect to have your right of access to the pool challenged. If a resident fails to recognize a swimmer, that person may be asked for identification. This will be done to insure that the pool is used only by authorized persons in accordance with our insurance.

**SAFETY:** The following safety rules and precautions may be observed. Violations of State Regulations, as identified, could result in the closing of the pool and/or the levying of misdemeanor charges against the violator(s).

- **No one is allowed in the pool area when the pool is closed (STATE REG.)  
The pool opens at 6:00 a.m. and closes at 10:00 p.m.  
It is also closed during cleaning and servicing.**
- The lifesaving equipment (life line, life ring, life hook, etc.) is not to be disturbed except in life and health threatening situations. (STATE REG)
- No running, jumping or diving. (STATE REG) This is the most common cause of pool injuries.
- No boisterous or rough play in pool area. (STATE REG)
- No glass containers permitted in pool area. (STATE REG)
- Public Intoxication is against the Law. (STATE LAW)
- No non-swimmers in deep water. (STATE REG)



- The floating life line must remain in place at all times. (*STATE REG. INSURANCE REQUIREMENT*).
- Do not hang on the floating lifeline that separates deep and shallow water.
- There is no lifeguard on duty at any time. Common sense and water safety must be exercised at all times.
- Children under the age of 14 years must be accompanied by a responsible adult.
- No styrofoam products in pool, such as floating lounge chairs.

**CLEANLINESS:**

Each person must shower before entering pool. This includes persons who may only be sitting on the side of the pool dangling their feet in the water. (STATE REG)

Suntan lotions must be showered off before entering the pool, and lotions may not be applied while in the pool.

Persons with communicable disease, skin, eye, ear, nasal trouble, or open sores are prohibited from using the pool. (STATE REG)

Spitting, spouting of water, and blowing of the nose in the pool are prohibited. (STATE REG)

Adequate precautions must be taken to prevent foods and beverages from entering the pool, and all spills must be cleaned up.

Diapers, cut-offs, and heavy sweat shirts are prohibited in the pool.

Chewing gum is prohibited in the pool.

**Absolutely no pets are allowed in the pool area.**

Please use the restrooms when the need arises. Turn restroom lights off after use. In the Club House, bathers are restricted to the area of the restrooms and the hallway leading thereto. If you are the last person to leave the pool area, please lock Club House door.

Do no leave litter and cigarette butts on the pool decking or furniture. Place in trash cans provided.

All personal items, pool toys, floats, etc. should be removed from pool area and clubhouse when leaving. Harbor Gate does not have a cleaning crew for swimming pool area. It is imperative that everyone cleans up after themselves.

**COURTESY:**

Avoid splashing others.

Do no disturb others with loud, boisterous, or rough activities.

Respect your neighbor's right to a pleasant and safe swim and sun bath.

**ENFORCEMENT:**

Harbor Gate residents (owners and non-owners) are responsible for insuring that their guests are aware of and do comply with these rules and regulations. Residents are responsible for the actions of their guests and will be held liable for damage caused by guests.

Parents, grandparents, step-parents, and/or guardians are responsible for insuring that their children understand and abide by these rules. Adults in charge of minors are liable for the conduct and action of those minors.

Failure to observe these rules can result in loss of pool privileges.

**REMINDERS:**

Co-owners are responsible for the actions and conduct of any non-owner (renter) living in their unit. The non-owner assumes the same liabilities as imposed upon the owner.

The pool cannot be reserved for a private function. Reservation of the Club House does not include the pool.

“Blanket-type” invitations to use the pool cannot be extended to friends, family, and groups.

**Safety and Responsibility:**

The pool is for the exclusive use of Harbor Gate members and their guests. Members are responsible for the actions of their guests and must accompany guest at all times. There are no lifeguards on duty. All persons using the pool do so at their own risk and must comply with all State and Harbor Gate Regulations and Rules at all times. The HGCOC shall not be responsible for individuals using the pool facility – persons using the pool do so at their own risk. Safety is of paramount importance at all times.

## **RULES AND REGULATIONS**

**Memorandum No. 6**

**February 1, 1985**

**Revised: October 23, 2000**

**TO: Harbor Gate Co-Owners Council (HGCOC) Members**

**FROM: Board of Directors**

**SUBJECT: Sale or Lease of Unit**

**PURPOSE:** To summarize the provisions of the Master Deed with respect to the sale or lease of Harbor Gate Units, and to outline the procedures applicable thereto. This memo and the Rules and Regulations should be left in the Unit, and made available to your realtor.

### **BACKGROUND:**

The Board of Directors is responsible for insuring that sales and leases of Units are transacted in accordance with the provisions of the Master Deed. The Board, itself, does not engage in the sale or lease of Units except under certain unusual circumstances specified in the Master Deed.

An Owner desiring to sell his Unit must first offer it for sale to the Co-Owners Council. The Board acts for the Council on this offer of "Right of First Refusal". If the Board elects not to purchase the Unit, the Owner is notified in writing. This notification is the authorization by which the Owner may proceed to "close" the sale of the Unit to another party.

The Master Deed grants broad powers to the Board for controlling the transfer of Units. For example: Article Eighteen authorized the Board to void certain sales, mortgages, and leases if they are not transacted in accordance with the provisions of the Master Deed. The By-Laws authorized the board to terminate a lease if the lessee fails to comply with the terms of the Master Deed.

In 1980, the Board established a procedure requiring that an Owner obtain prior approval of the board before leasing his Unit. This procedure requires that the owner submit a copy of the unexecuted lease to the Board along with character references, credit report, and three personal references. Each subsequent Board has continued this leasing approval procedure.

It is to the mutual benefit of all parties concerned that an Owner desiring to sell or lease his Unit maintain close coordination with the Board. Advance planning and a business-like approach have produced excellent results of Owners in the past. There have been, however, unfortunate examples of informal and unprofessional approaches which have been costly to Owners.

The Board may appoint one of its members or another Co-Owner to serve as a point-of-contact for coordinating all matters relating to real estate sales and leases.

### **MASTER DEED:**

Article Eighteen of the Master Deed is the primary authority for the sale and lease of Units. A copy is provided as Enclosure 1; and the Owner should bring it to the attention of all parties involved in a transaction: buyer, lessee, real estate agent, lawyer, mortgage banker.

### **PROCEDURES TO BE FOLLOWED BY OWNER IN SELLING A HARBOR GATE UNIT:**

1. Give the Board advance notification of intention to sell.
2. Upon receipt of an acceptable, bona-fide offer, give the Board written notification of offer including name and address of prospective purchaser, amount and terms of offer, mortgage arrangements, and other pertinent details. This constitutes Owner's offer to the Board of "Right of First Refusal." (Form letter at Enclosure 2) If "Right of Refusal" is used, amount and terms of offer, mortgage arrangements and other pertinent details can be obtained.
3. Provide a copy of the **Harbor Gate Master Deed** and **Harbor Gate Rules and Regulations** to the prospective buyer. Inform prospective purchaser of the following:

Article 25 of the Master Deed states:

***All present and future owners, tenants, and occupants of apartments and their guests or invitees, shall be subject to, and shall comply with, the provisions of the Master Deed and related documents (the By-Laws and Rules and Regulations) as amended from time to time. The acceptance of a deed of conveyance or the entering into of a lease or the entering into occupancy of any apartment shall constitute an agreement that the provisions of the Master Deed and related documents (the By-Laws and Rules and Regulations) are accepted and ratified by such owner, tenant, or occupant.***

4. Insure that mortgaging arrangements (if applicable) are in accordance with provisions of the Master Deed.
5. Check with Treasurer to confirm status of Harbor Gate accounts with respect to maintenance fees, assessments, and insurance reserve.
6. Upon receipt of the Board's written refusal to purchase the Unit, the Owner is then authorized to "close the sale" with the prospective purchaser.

**PROCEDURES TO BE FOLLOWED BY OWNER IN LEASING A HARBOR GATE UNIT:**

1. Give the Board advance notification of intention to lease.
2. Submit copy of proposed, unexecuted lease arrangement to the Board including supporting documents demonstrating the personal and financial responsibility of prospective lessee (character references, credit report, personal references). (Form letter at Enclosure 3).
3. Provide a copy of the **Harbor Gate Master Deed** and **Harbor Gate Rules and Regulations** to the prospective buyer. Inform prospective purchaser of the following:

Article 25 of the Master Deed states:

***All present and future owners, tenants, and occupants of apartments and their guests or invitees, shall be subject to, and shall comply with, the provisions of the Master Deed and related documents (the By-Laws and Rules and Regulations) as amended from time to time. The acceptance of a deed of conveyance or the entering into of a lease or the entering into occupancy of any apartment shall constitute an agreement that the provisions of the Master Deed and related documents (the By-Laws and Rules and Regulations) are accepted and ratified by such owner, tenant, or occupant.***

4. Inform the renters that they are **required** to maintain adequate renter's insurance while leasing at Harbor Gate, including coverage for personal belongings, property damage, and medical liability insurance.
5. Upon receipt of the Board's written approval of the lease arrangement, the Owner is then authorized to finalize the arrangement with lessee. The lessee should not be permitted access to the Unit for purposes of residence before the lease is finalized.

**ADMINISTRATIVE DETAILS:** The Owner is responsible for insuring that all details relating to sales, leases, and changes of residence that affect his Unit are accomplished expeditiously and with minimum disruption to the Harbor Gate community. Matters requiring attention usually include, but are not limited to, the following:

1. Transfer of electric, water, telephone, and cable TV service.
2. Transfer of unit door keys, Club House and Pool keys, marina keys (if Member is also leasing a boat slip), a copy of the Harbor Gate Master Deed, and a copy of the Harbor Gate Rules and Regulations.
3. Notification to U.S. Postal Service of change of address.
4. Precautionary measures to insure that moving out and moving in does not result in damage to parking areas, lawns, shrubs, stairs, decks, outdoor carpets, elevators, doors and door frames, walls, floors, and other facilities. Large moving vans must enter Harbor Gate using the **EXIT** entrance. Coordination with a Board Member to lock the exit gate to the open position is required.
5. Winterization of Unit if it is to remain vacant during winter months.
6. Submission to the Board of a Notice of Change of Residence (Enclosure 4) as soon as moving dates are known.

**ENCLOSURES:**

1. Extract of Master Deed, Article Eighteen
2. Form letter to be submitted to Board before selling a Unit
3. Form letter to be submitted to Board before leasing a Unit
4. Form letter for notifying Board of change of residence

**ARTICLE EIGHTEEN (Extract of Master Deed)**  
**Section 1. CONVEYANCE OF APARTMENTS:**

A. **Right of First Refusal:** Any Owner desiring to sell or transfer his apartment shall first offer said apartment for sale to the Council at the same net price and on the same terms at which the highest bona fide offer has been made for the apartment. The owner shall, by certified or registered mail, return receipt requested, give the Board written notice of his desire to sell, and the name and address of the person, firm or corporation making the highest bona fide offer, and the amount and terms of such offer. Within thirty (30) days after receipt of said notice, the Board may, at its option, after notice to the owner, purchase the apartment of behalf of all owners for the same price and on the same terms. Should the Board fail or refuse within thirty (30) days after receipt of the written notice to exercise its option, the apartment may then, for a period of one hundred twenty (120) days be sold for terms not less beneficial and at a price not less than that for which it is offered to the Board to the person, firm or corporation making said offer. The failure of the owner to sell within one hundred twenty (120) days shall require him to repeat the procedure if he wishes to sell his apartment. Any sale of any apartment by the owner thereto to a person, firm, or corporation pursuant to this section shall be subject to all of the terms, covenants, restrictions, limitations and provisions of this Master Deed and all related documents.

B. **Mortgaging:** No Owner may mortgage his apartment or any interest therein without the approval of the Board, except as to a first mortgage lien made to a bank, life insurance company, savings and loan association or other federally or state licensed institution, in which event notice shall be given to the Board as to the name and address of such mortgagee. Upon request by the Board, the owner shall provide to the Board a copy of all mortgage document relating to the apartment.

C. **Transfer Voidable:** Any sale, voluntary transfer, conveyance, lease for a period exceeding three (3) months, or mortgage which is not authorized by the terms of this Master Deed or for which authorization has not been obtained pursuant to the terms hereof is voidable and may be voided by the Board at its election by notice to the grantee or mortgagee within sixty (60) days of the date on which the Board learns of the transfer or mortgage.

D. **Inter-Family Transfer:** An owner may, without restriction, give, devise, lease, sell, mortgage or bequeath his interest in any apartment to his spouse, his parents or to any lineal descendants, including adopted children, or to a corporation or partnership (not created primarily for the purpose of avoiding Paragraph A hereof), of which all classes of stock or partnership interest are more than eighty (80%) percent owned by such apartment owner, his spouse and his lineal descendants, without the prior written consent of the Board of Directors.

E. **Rights of Subsequent Purchasers:** Subsequent purchasers of apartments shall be entitled to receive, upon written request therefor, a recordable certification from the Board that all prior conveyances of the apartment have been approved by the Board or, in the alternative, that there have been no prior conveyances of the apartment requiring approval by the Board.

Date: \_\_\_\_\_

Board of Directors  
Harbor Gate Co-Owners Council  
99 Harbor Gate  
Anderson, SC 29625

**REFERENCE: Sale of Unit No. \_\_\_\_\_**

In accordance with the provisions of Article Eighteen of the Master Deed which established the Harbor Gate Horizontal Property Regime, this is to inform the board that the undersigned Co-Owner(s) of Unit No. \_\_\_\_\_, Harbor Gate condominium has/have received an offer to purchase said Unit. A copy of the proposed offer is enclosed herewith. Pertinent details of the offer are as follows:

NAME OF PROPOSED PURCHASER:

ADDRESS OF PROPOSED PURCHASER:

PROPOSED SALES PRICE:

TERMS OF OFFER:

MORTGAGE ARRANGEMENTS:

OTHER PERTINENT DETAILS:

I/We understand that under the terms of Article Eighteen of the Master Deed, that the Co-Owners Council has the Right of First Refusal to purchase said property at the above price, exercisable within 30 days of your receipt of this notice.

Please advise at your earliest convenience as to whether the Council will exercise its Right of first Refusal to purchase.

Enclosure  
Proposed Sales Contract

Very truly yours,

\_\_\_\_\_ Co-Owner Unit No. \_\_\_\_\_

\_\_\_\_\_ Co-Owner Unit No. \_\_\_\_\_

Enclosure 2

Form letter to be submitted to Board before selling a Unit

Date: \_\_\_\_\_

Board of Directors  
Harbor Gate Co-Owners Council  
99 Harbor Gate  
Anderson, SC 29625

**REFERENCE: Lease of Unit No. \_\_\_\_\_**

This is to inform the Board that the undersigned Co-Owner(s) of Unit No. \_\_\_\_\_, Harbor Gate Condominiums, propose to lease said Unit to \_\_\_\_\_ in accordance with the terms of the attached document.

I (We) consider the proposed lessor to be a highly responsible adult of demonstrated personal and financial integrity. Appropriate documents supporting this assessment are enclosed herewith, as checked below.

Please provide your written approval of the proposed lease at your earliest convenience.

Very truly yours,

\_\_\_\_\_ Co-Owner Unit No. \_\_\_\_\_

\_\_\_\_\_ Co-Owner Unit No. \_\_\_\_\_

Enclosures:

Proposed Lease (unexecuted)

\_\_\_\_\_ Character References

\_\_\_\_\_ Credit Report

\_\_\_\_\_ Personal References

Enclosure 3

Form letter to be submitted to Board before leasing a Unit

Date: \_\_\_\_\_



Board of Directors  
Harbor Gate Co-Owners Council  
99 Harbor Gate  
Anderson, SC 29625

**REFERENCE: Change of Residence**

This is to inform the Board that effective \_\_\_\_\_ 20\_\_\_\_, Unit No.  
\_\_\_\_\_

At Harbor Gate will be \_\_\_\_\_ occupied \_\_\_\_\_ vacated as a residence of  
\_\_\_\_\_.

Please amend your records accordingly.

Very truly yours,

\_\_\_\_\_ Co-Owner Unit No. \_\_\_\_\_

Enclosure 4

Form letter for notifying Board of change of address

**RULES AND REGULATIONS**

**Memorandum No. 7**

**May 15, 2006**

**TO: Harbor Gate Co-Owners Council (HGCO) Members**

FROM: Board of Directors

SUBJECT: **Use of the Pool and Pool Deck Facility**

**PURPOSE:** To summarize the provisions of the Master Deed, By-Laws, and existing Rules and Regulations with respect to the use of the Pool and Pool Deck facility, and to outline additional procedures, rules and regulations thereto. This Memo should be incorporated into your current set of Rules and Regulations and transferred to a new owner upon sale of your unit. Memorandum No. 4 of the Rules and Regulations, "Swimming Pool" dated 23 October 2000 remains in effect. This Memorandum expands upon existing rules and specifically addresses the consumption of alcohol and rude, inappropriate, and unlawful behavior.

**BACKGROUND:** At the 2006 General Membership meeting on 25 March 2006, the Harbor Gate co-owners, present and by proxy, agreed by quorum vote to spend over \$20,000.00 to completely renovate and repair the pool and pool deck facility. A special assessment of one month's regime fee per unit was also ratified and approved for this purpose. The new pool will open in May 2006 and is for the recreational enjoyment of all co-owners and their families.

At the same annual meeting, numerous comments from the floor indicated that a large number of owners are not using the pool facility, due to the inappropriate and particularly offensive actions and behavior of one or more individuals in the pool area. The excessive consumption of alcohol by these individuals is a contributing factor.

It would be inexcusable that the Association should spend \$20,000.00 for a new pool, assess its members to contribute to the same, and then allow the inappropriate or lewd behavior of one or more individuals to keep all 52 members and their families from using the pool.

There was a clear and overwhelming mandate from all owners present, directed to the Board of Directors, at the General Membership Meeting, to publish Rules and Regulations that stop, cease, and desist inappropriate, offensive, and unlawful behavior in the pool area and STRICTLY ENFORCE the same.

**MASTER DEED, BY-LAWS, and RULES AND REGULATIONS:**

The Master Deed, Article Twenty-Three, Section One, "Restriction of Use of Property," stipulates that: "No Co-Owner shall:

***(f) Act so as to interfere unreasonably with the peace and enjoyment of the residents of the other apartments in the Property; and.....***

***(i) Use musical instruments, radios, televisions or amplifiers in such a way as to disturb other residents."***

The By-Laws, Section 5, "Powers," authorizes the Board of Directors to:

***(M.) To adopt Rules and Regulations pursuant to Article IX of the By-Laws; and .....***

***(N) To impose a special assessment (against any owner), not to exceed \$50 for each occurrence, for the violation by the owner or his guests of any rule or regulation adopted by the Board or breach of any By-Laws contained herein, or the breach of any provision of the Master Deed.***

The Rules and Regulations, Memorandum Number 4, Swimming Pool, "Courtesy, " requires all owners and their guests to:

***Avoid splashing others.***

***Do not disturb others with loud, boisterous, or rough activities.  
Respect your neighbor's right to a pleasant and safe swim and sun bath.***

#### **RULES AND REGULATIONS, MEMORANDUM NO. 7:**

Pursuant to a direct mandate to the Board from the General Membership at the 25 March 2006 General Membership Meeting, the following rules and regulations are adopted, approved, and enforceable, effective 15 May 2006, in addition to all previously existing Rules and Regulations, which remain valid and in effect:

**Consumption of Alcohol:** The consumption of alcohol in the pool area by owners and their guests is allowed in moderation, but is permitted only when the owner or guest is seated in a chair or lounge chair on the deck area. Consumption of alcohol while standing or walking in the pool area or while swimming in the pool is strictly prohibited.

Consumption of alcohol in the pool area in excessive quantities is a clear violation of Article 23, Section One, (F) of the Master Deed and a safety hazard, not only to the violator, but also to those around him. It is also a major legal liability to the Association (all of the co-owners are at risk), and a violation of State Law. For these reasons, this activity will not be tolerated. Every owner has the responsibility of promptly reporting to a Board Member an owner or guest who violate this rule and provision. The Board of Directors will impose a special assessment against the owner, and when reported, the Board Member will immediately notify the Anderson County Sheriff's Department of a potential violation of state law and ask that the county sheriff's office respond to the call.

**Loud, Boisterous, Lewd Activities and Threatening Behavior:** Loud, boisterous, and lewd behavior and activities directly interfere with the peace and enjoyment of the residents and their guests of the other condominiums in the property. Boisterous activities include, but are not limited to: throwing balls or other toys in the direction of other members and their families. Violations of this provision will result in a special assessment when reported to a Board Member.

Physical or verbal threats, actions, or behavior are in violation of state and federal law. The Anderson County Sheriff's office will be notified of each, and every, potential violation of state and federal Law and asked to respond.

**Rest Room Access during Club House Rentals:** From time to time, the Association makes available the use of the Club House for private parties. Procedures for this activity are outlined in Rules and Regulations No. 3, dated 1 July 1993, and all owners are offered access to this benefit. When the Club House is rented, the "Reserved" sign is normally displayed on the front door.

When the Club House is rented, owners and their guests using the pool and pool area are authorized access to the restrooms in the Club House. All other facilities in the Club House, including the kitchen, refrigerator, sink, counter, and club furniture are reserved for the use of the private party. The telephone is always available for emergency use.

#### **RULES AND REGULATIONS**

##### **Memorandum No. 8**

**December 9, 2006**

TO: **Harbor Gate Co-Owners Council (HGCO) Members**

FROM: **Board of Directors**

SUBJECT: **Control of Pets**

**PURPOSE:** To summarize the provisions of the Master Deed, By-Laws, and existing Rules and Regulations and establish adequate and humane rules with respect to the control and restrictions on pet animals.

**BACKGROUND:** Harbor Gate is a small, closed gate community. The lawns, grass, and grounds outside of each apartment are common area, owned and used in common by all residents, and are maintained by the Association. The area behind each apartment is also common area and is even more restricted in size. Most of the area to the rear of apartments is Federal Government land, managed by the Corps of Engineers. Since all outside areas are common areas and used by all residents, a strict leash law is enforced at Harbor Gate and extraordinary measures are required to walk and provide relief for animals (relief area is next to Highway 24, a scooper and plastic bag must be used).

Experience has shown over the past 10 years that the area and grounds at Harbor Gate for exercising and maintaining large animals are clearly too small to be fair and humane to the animal or large enough to prevent constant nuisance to the residents. Tying dogs outside for long periods of time on a tether or keeping them tied to a small dog house on the rear porch is cruel and unusual punishment – it is not humane. Keeping dogs outside of the apartment, next to your neighbor's front or back door, is a constant source of irritation for your neighbor(s).

Existing Rules and Regulations (Memo 3, Consolidated Rules) already has provisions for the control and restriction of animals, including: **No animal is permitted on public portions of Harbor Gate property unless on a leash.** The keeping of pets in the Harbor Gate community is subject to strict control. No owner, renter, or resident shall maintain any pet, which causes distress to other residents by barking, biting, or scratching. The pet relief area is adjacent to Highway 24.

**Additional Restrictions:** In light of the above, the following additional restrictions are established and will be enforced:

- (1) No large dogs, over 30 pounds in weight, are allowed at Harbor Gate.
- (2) No dog houses or similar type structures are allowed outside the home.
- (3) No animal may be tethered outside the homes for extended periods of time.

## **RULES AND REGULATIONS**

### **Memorandum No. 9**

**August 1, 1985**

**Revised: October 23, 2000**

**TO: Harbor Gate Co-Owners Council (HGCO) Members**

**FROM: Board of Directors**

**SUBJECT: Fire Prevention, Safety, and Security Plan**

**PURPOSE:** Fire prevention is the fundamental responsibility of every homeowner, not only in each unit, but in all common areas as well. No list of rules and suggestions can replace the most important safety factor --- common sense. No rule against smoking in bed can be enforced except by the smoker himself. Unfortunately, in condominium living, his carelessness can harm others as well as himself.

In addition to common sense precautions regarding smoking, the following recommendations of the Centerville Fire Department should be heeded by every homeowner and renter.

#### **Fire Prevention:**

Smoke detectors should be installed on every level of each unit. For single level units, a minimum of two is recommended.

A fire extinguisher should be standard equipment for each unit, and an additional one should be installed near a gas grill.

Care should be taken to insure that fireplaces do not become overheated. **NEVER LEAVE A FIRE UNATTENDED.**

Be aware of evacuation routes and advise family members and guests of them. All evacuation routes should be uncluttered and unobstructed.

Never re-enter a burning building.

Flammable liquids should never be stored in or near any residential building.

In the event of a fire, no matter how small, call the fire department **FIRST.**

Always feel a door before opening. If it is hot to the touch, **DO NOT OPEN.**

Don't panic. Exit calmly.

#### **Harbor Gate Specifics for Fire Prevention:**

The building co-ordinator must be able to enter every unit in his building.

The entire building must be evacuated for every fire – no matter how small. Re-entry will be permitted by fire department officials only.

The building co-ordinator should dispatch someone to the main gate to insure entry of fire department men and equipment and to direct them to the fire.

### **SAFETY & SECURITY**

Automobiles present the greatest danger to the safety of Harbor Gate residents. The speed limit of 15 miles per hour is designed to permit both the driver and the pedestrian ample time to see and avoid one another.

Residents should be "aware" of what is going on around them. If strangers and strange cars are in evidence, the strangers should be questioned. Know when your neighbors are away and respond if you become concerned.

Report all acts of theft, vandalism or disturbance to your building co-ordinator and/or Board member(s).

Lock your car and secure all lower level entries. This is particularly important for residents of buildings #1 and #7.

Respect the front entrance gate, approach it slowly, and enter at no more than 15 miles per hour.

Be alert for swimmers, skier and others who may be in the water when you leave and enter the marina.

Be a good neighbour.