

The Harbor at Harrods Creek Homeowner’s Association

Rules and Regulations

The Harbor Rules & Regulations in each category (General including common & limited common elements, Clubhouse, Pool, & Marina) will be listed in two categories:

- First is “SAFETY, LEGAL, ENVIRONMENTAL, SECURITY” and includes local, state, & federal statutes that apply to us. **THESE WILL BE WRITTEN IN BOLD TYPE.** We consider these issues extremely important and will not compromise them. Violations of these rules may warrant an immediate fine starting at \$250 with no warning. Second is GENERAL RULES and will be written in normal type. Although also considered important, violations of these will result in first time a warning, second time a fine of \$100, and third time, \$250.

Please note that multiple violations of any of our Rules and Regulations or Master Deed could result in the termination of your right to own a condominium at The Harbor at Harrods Creek.

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GENERAL (Including Common and Limited Common Areas)

Violation Fine	<ol style="list-style-type: none"> 1. The maximum speed limit on all Harbor roadways is 15 miles per hour. 2. All garbage shall be securely fastened in plastic bags before disposing of inside of the dumpsters provided. SHUT DOORS. 3. All residents, dock renters, and guests must observe the local leash laws and must “pick up” after your pets. We provide pet bag stations throughout the property for this.
Warning, Follow up fine	<ol style="list-style-type: none"> 1. Condominium fees are due on the first day of each month, payable to: The Harbor at Harrods Creek Homeowners Association c/o Mulloy Properties P.O. Box 436989 Louisville, Kentucky 40253-6989 A 10% late charge will be assessed after the 10th day of the month and must be included in the condo fee payment. 2. When renting or leasing a unit, the owner shall furnish the Association’s Management company with the renter’s or lessee’s name, address, phone number and emergency contact. The owner must also furnish the renter or lessee with a copy of the Harbor Master Deed, any amendments and a copy of the Association Rules and Regulations. The unit owner is responsible for their renter/lessee’s compliance with all rules. (Minutes 10/7/86) 3. When selling a unit, the selling owner shall furnish the Associations management company with the new owner’s name and phone number. Upon request, the management company will supply a copy of the Association Rules and Regulations to the new owner. (Minutes 10/7/86) 4. Each owner shall furnish the management company a key to his/her unit. Entry will be limited to the conditions set forth in the Master Deed. (Master Deed page 21 sec 14)

5. All units, limited common areas and the common areas are restricted exclusively to single family residential use. (Master Deed page 10 sec 7)
6. Placing or storing any objects in the common areas is prohibited without specific written approval of the Association's Board of Directors. (Master Deed page 19 section 12c)
7. No garments, rugs or other objects shall be hung from balconies, windows or facades or in other areas without specific written approval by the Association Board of Directors. (Master Deed page 18section 12b)
8. No signs (including "For Sale" or "For Rent") are permitted on any building units, common or limited common areas without specific written approval by the Association Board of Directors. (Master Deed page 18 section 12b) "For sale" signs may be displayed on the inside of a window of a unit.
9. Exterior alterations or modifications to the limited common areas – such as patios, porches, garages, roofs, skylights, etc., - are prohibited without specific written approval by the Association Board of Directors. (Master Deed page 19 section 12e) The unit owner is responsible for obtaining any building permits required by ordinance. (Minutes 5/17/94)
10. Alterations or modifications to the common area – such as planting of trees, shrubs, etc., - are prohibited without specific written approval by the Association Board of Directors. (Master Deed page 20section 12k)
11. Parking/storage of campers, pop-ups, trailers, boats, non-operable vehicles, etc., in excess of 96 hours is allowed only in the storage area at the end of Forest Lake. Violators will be towed at the owner's expense upon 3 days written notice from the Association's Board of Directors. (Master Deed page 20 section 12(o).
12. Parking in the storage area is limited and will be rented to residents on a first come first served basis. 16. Residents and/or owners are responsible for the conduct and safety of their children and their guests while in or using the common areas.
13. Pest control service may be obtained by contacting Mulloy Properties. Pets must be accompanied by a resident or restrained in a manner to ensure the safety of the service person.
14. No resident will interfere with a contractor implementing a contract in progress. All communication with contractors will go through the Management Company or be in accordance with policy. (minutes 5/18/2021)

CLUBHOUSE

<p>Violation Fine</p>	<ol style="list-style-type: none"> 1. The Owner renting the Clubhouse must be present or available by cell phone at all times. 2. Clubhouse and adjacent grounds may not be used for any dangerous or illegal activity.
<p>Warning, Follow up fine</p>	<ol style="list-style-type: none"> 1. Pets are not allowed in any area of the Clubhouse with the exception of Seeing-Eye dogs. 2. Service personnel, such as florists, caterer, or musicians, etc. who may be entering the clubhouse prior to the activity, must be accompanied by the Owner and/or Resident. 3. Parking is available in front of the Clubhouse and at the Marina. Vehicles parked otherwise may be towed away at the vehicle owner’s expense. The maximum number of people permitted in the Clubhouse at one time, as determined by City and/or Local Fire Code, is 65 persons when the round tables are in use, 100 persons without the tables. 4. Guests are to under the direction and control of the Owner and/or Resident. Alcoholic beverages may not be sold under any circumstances. The use of any alcoholic beverages must be confined to the Clubhouse and must be in accordance with State and Local Laws. The Owner and/or Resident is responsible for the behavior of the guests. Any infractions or disturbances created as a result of the activity which require police authorities to respond and/or to take action shall be considered a violation of these rules and will result in forfeiture of the total deposit in addition to other fines and charges that may be levied. This is a residential community. Boisterous behavior before, during or after a party is not acceptable and may result in the suspension or loss of Clubhouse privileges. 5. The Clubhouse is for the benefit of the Owners and/or Residents of the Harbor at Harrods Creek. Any Owner in good standing with the Harbor at Harrods Creek Homeowner Association (hereafter called the Association) may rent the Clubhouse for private use. Any owner may use the Clubhouse free of charge for an activity for other Owners and/or Residents with no outside guests. 6. The area to be rented includes the exclusive use of the Clubhouse, the deck on the marina side of the Clubhouse, kitchenette and the NON-EXCLUSIVE use of restrooms (hereafter called the Clubhouse). The interior of the Clubhouse is a non-smoking area. The rental of the Clubhouse DOES NOT include the pool area or the deck located between the pool and clubhouse. Under no circumstance should guests be allowed in close proximity to any residence, lakes, marina, or boat docks, without being escorted by the owner. 7. The rental of the Clubhouse is not for the repeated or regular use of outside organizations. No business is to be conducted whether it is for profit or not for profit. And it is never available for overnight lodging or activities. 8. Reservations for the Clubhouse shall not be made more than one year or less than two weeks in advance.

9. The Owner renting/using the Clubhouse will assume all risks and responsibilities associated with use of the fireplace.
10. Decorations are to be applied only to unpainted areas, such as windows. Tape applied to painted surfaces removes the paint and will result in a charge assessed for repair. Decorations may not be nailed or tacked to any surfaces.
11. The Board of Directors of the Harbor at Harrods Creek Homeowners Association (hereafter called the Board) reserves the right of free access to all portions of the Clubhouse at all times, including the time during which the Clubhouse is being rented for a function.
12. The Owner and/or Resident may obtain, complete and submit the Request for Use of the Clubhouse and the Clubhouse Contract Agreement from Mulloy Properties, Inc. (hereafter called the Management). The use of the Clubhouse will be on a first-come-first-serve basis, with no reservation being confirmed until all paperwork and payments received.
13. A fee of \$225 in the form of two checks, one for \$75 (non-refundable) and the other for \$150 (security deposit), must accompany the Request to Use the Clubhouse form and the Clubhouse Contract Agreement form. Checks are to be made payable to the Harbor at Harrods Creek and submitted to Management at least two weeks in advance. [If the checks fail to clear the bank, a \$25 charge per check will be assessed the Owner by Management] Upon receipt of proper forms and checks and rental approval by Mulloy Properties, Owner should contact Harbor Board Contact to arrange a walk through inspection, at which time Harbor Board Contact will deliver to the Owner the key no more than two days in advance of the rental date. The key is to be returned to Harbor Board Contact the morning after the Clubhouse is rented. {If the key is lost, the replacement fee is \$50. The key is not to be duplicated nor loaned to third parties}
14. Folding chairs are stored in a locked area of the Clubhouse and can be requested for use at the time of reserving the Clubhouse.
15. The Clubhouse must be vacated by 1:30 a.m. (guests leaving by 1:00 a.m. and clean-up finished by 1:30 a.m. or resumed before 6 a.m. the following morning)
16. All party supplies are to be stored under the bar or in the kitchen. Nothing is to be stacked against the walls.
17. It is the responsibility of the Owner and/or Resident to ensure that the Clubhouse is left in the same condition as it was before the event. All trash, all decorations and all food are to be removed and the restrooms cleared of trash. Folding chairs are to be accounted for. Failure to meet acceptable expectations for all items listed on the Clubhouse Contract Agreement will result in additional holding of security deposit and/or extra charges unless the Owner and/or Resident performs whatever is necessary to meet the checklist. The clubhouse must be returned to its original condition no later than 10:30 a.m. of the following day following the rental date.
18. After the rental, the security deposit will be refunded by Management or applied in whole or in part to restore the Clubhouse to its original condition. The

condition of the Clubhouse will be inspected prior to and following the function by either a designated representative of the Board or by Management. The Owner and/or Resident has the option of being present for the inspection both before and following the function. The Owner and/or Resident must be present during the inspections or forfeit the right to protest any withholding of the deposit and/or additional assessment for damages not covered by the security deposit.

19. The Owner assumes full responsibility for any damage done to the Clubhouse, its contents, or the surrounding common area. The Owner and/or Resident undertakes to hold harmless, and indemnify the Board from any and all liability loss or damage as a result of claims, demands, damages, costs or judgments including court costs and attorneys' fees against it arising from Owner and/or Resident's use of above facilities, the use of those facilities by the guests of the Owner and/or Resident, or any incident involving the Owner and/or Resident of his or her guests following the activity at these facilities, including but not by way of limitation any automobile accident involving any of these persons, whether as a result of negligence on the part of the Owner and/or Resident, the results of the use of alcohol by the Owner and/or Resident and guests, or otherwise. Owner and/or Resident is responsible for the cost of the defense of any such claims. The Board will be the final judge of acceptability of any compromise or settlement offer. The Board will have the right to choose attorneys, if any, who are to defend against such claims. Should it become necessary for the Board, or someone on the Board's behalf, to incur costs and expenses to retain the services of an attorney to enforce this agreement, or any portion thereof, Owner and/or Resident agrees to pay the Board reasonable costs and attorney's fees thereby expended, or for which liability is incurred. The foregoing right of indemnification shall be in addition to any other rights to which the Board may be entitled as a matter of law.
20. If the Clubhouse area or any other common area is damaged, the Board reserves the right to refuse future use to the Owner and/or Resident responsible for the damage.
21. The cost of cleaning or repairing the Clubhouse and/or adjacent common areas, as result of the use by the Owner and/or Resident or guests (invited or not), which exceeds the amount of the security deposit, shall be assessed against the Unit's Owner by Management. The Unit's Owner consents that the assessment, together with any reasonable attorney fees, court costs, and/or collection costs, shall constitute a lien against the Owner's unit.
22. Any violation of these rules and/or Master Deed regulations that apply to the use of common elements including the Clubhouse will result in the forfeiture of part or all of the security deposit. This is in addition to any other remedy available to the Board, including the filing of a lien for any costs or damages suffered by the Board. (Minutes 4/17/12)

PETS

Violation Fine	<ol style="list-style-type: none">1. All residents, dock renters, and guests must keep their animals on a leash. (approved 5/18/21)2. Owners must “pick up” after your pets. We provide pet bag stations throughout the property for this.
Warning, Follow up fine	<ol style="list-style-type: none">1. The Master Deed restricts dogs to 16 pounds, however there are now and always have been dogs well over these restrictions. All dogs must be kept on a leash and accompanied by a responsible person when outside the confines of an owner/resident’s unit. (Master Deed page 19 section 12)2. Pets creating or causing a nuisance or unreasonable disturbance shall be permanently removed from the property upon three days written notice from the Association Board of Directors. (Master Deed page 19 section 12f)3. Pets are not to be tied up outside the units. Nor allowed on porches and decks unattended. (Master Deed page 19 section 12f)4. All droppings are to be picked up immediately from any and all locations on the property. This necessitates that pet owners walking their pets carry and use adequate facilities. (Master Deed page 19section 12f and Minutes 3/24/92)

SWIMMING POOL

NOTICE: Due to the Governor’s Covid-19 regulations regarding opening swimming pools, any notice given by The Harbor Board of Directors regarding Covid-19 (or any other health or safety emergency) will be added to this document as a separate notice.

According to the Jefferson County [Board of Health regulations](#), public pools must post a sign in the entrance to the pool area that contains the following pool rules and regulations (in ½ inch lettering):

- “WARNING, NO LIFEGUARD ON DUTY. NO ONE MAY BE ALONE AND NO MORE THAN 5 PERSONS MAY BE IN THE POOL AT ANY TIME. **PERSONS UNDER 17 (new Jeff County regulation as of 2023) MUST BE ACCOMPANIED BY AN ADULT.** GATE MUST BE KEPT LOCKED AT ALL TIMES. PERSONS FOUND IN VIOLATION SHALL BE SUBJECT TO A FINE UP TO \$100”
- Admission to the facility shall be refused to all persons having any contagious disease, or to those with conditions that appear contagious. Persons with excessive sunburn, abrasions which have not healed, corn plasters, bunion pads, adhesive tape, rubber bandages, or other bandages of any kind are not permitted.
- A person under the influence of alcohol or exhibiting erratic behavior shall not be permitted in the facility area.
- No glass within the pool area.
- No food, no drink, tobacco, or vaping products (new Jeff Cnty reg as of 2023) allowed outside designated areas.
- No running or rough play allowed.
- No street shoes allowed on deck.
- All apparel worn into the facility shall be clean.
- No diving in shallow water.
- No animals in the pool area. Service animals may be allowed in the deck area but **shall be excluded** from the water.
- No one is allowed in the pool alone.

Violation Fine	<ol style="list-style-type: none"> 1. The gate is to remain closed and locked at all times. 2. Children under the age of 17 must be accompanied and supervised by an adult. Persons in violation are subject to \$100 fine.
Warning, Follow up fine	<ol style="list-style-type: none"> 3. No one is allowed in the pool alone. There are to be no more than five people in the pool at any one time. 4. Use of the swimming pool is limited to owners and their escorted guests. Owners will use their entry code to gain access to the pool area. The entry codes are not to be distributed to non-owners. 5. Guests are limited to four per unit 4 per day. Residents, owners, and their guests are required to obey posted pool rules. Anyone may be expelled from the pool

	<p>area if they are creating a nuisance or behaving in an offensive manner. The number of guests may be limited if the pool area becomes overcrowded.</p> <ol style="list-style-type: none">6. Pool hours are daylight to dark. When the pool is closed, the facility is off limits to all residents & guests.7. Only self-powered appliances may be used in the pool area. Radios and other audio devices are to be kept to a level which cannot be heard beyond the immediate pool area. The resident has a responsibility as a good neighbor to respect other residents' request to turn down any appliance if asked.8. Behavior which is offensive or annoying to other residents, such as loud, inebriated conduct is prohibited.9. Pool furniture must remain in the pool area.10. Be mindful of your right to ask any individual or group in violation of the rules (including excessive consumption of alcohol) to cease that activity immediately. You also have the right to ask any individual or group to identify themselves and the address of the residence where they are staying. Non-residents will be asked to leave immediately. If you encounter problems with this rule, please advise the Association Board Management Company.11. All people using the pool do so at their own risk.12. The owners and management reserve the right to refuse the use of the pool facilities to anyone at any time. (Minutes 5/15/12)13. Smoking, vaping, and eating are to be done in designated areas.
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MARINA

<p>Violation Fine</p>	<ol style="list-style-type: none"> 1. TREATED OR UNTREATED WASTE MUST NOT BE DISCHARGED IN THE MARINA. 2. All pets must be kept leashed and under control when not aboard the owner’s boat. The owner is liable for any/all damages caused by a pet and are responsible for cleaning up after their pets. 3. All lessees and their guests must adhere to the posted speed limits within the Harbor at Harrods Creek community. Keep in mind our streets are also our sidewalks and speeding will not be tolerated.
<p>Warning, Follow up fine</p>	<ol style="list-style-type: none"> 1. Lessees may not give out the code combination to the dock gate to anyone other than the maintenance personnel for their boats. 2. The dock gate is to remain closed at all times. 3. The dock pedestal lights are to remain on at all times. 4. No fireworks or pyrotechnics of any type are allowed in the marina or marina parking lot. 6. Power cords must be routed in such a way as to not be a trip hazard and not touch the water. Circuit breakers on the pedestals must be turned off before the cord is disconnected. Only approved shore power cords may be used. 5. No open fires are permitted in the Marina, except in designated areas with written approval from The Board of Directors or Harbormaster. 6. Any accident or incident occurring in the Marina must be reported immediately to the Harbormaster and proper authorities as appropriate and necessary. 7. No littering on the Marina premises. The dumpster service is provided for the Marina use only. Wood, tires, batteries, containers of oil, or other hazardous/toxic material is not permitted in the dumpster. 8. No wake speed must be observed in all areas of the Marina. Kentucky law dictates that “No Wake Speed” be observed in the Marina and within 100 feet on the Marina entrance. 9. Disorderly, indecent, offensive, or lewd conduct by a lessee or their guests will not be permitted. Any conduct or behavior that might reasonably be expected to cause injury to life or damage to property by a lessee or their guest could result in immediate expulsion of Lessees, their boat, and their guests, and any other subsequent legal action as determined appropriate by the Board of Directors or the Harbormaster. 10. Admittance to the Marina docks is restricted to dock slip lessees and their guests. Lessees are responsible for their guest’s compliance with the Marina rules and regulations. Lessees are responsible for any and all damages they may cause to any and all Marina property. Anyone found on the docks without the presence of the lessee that invited them will be told to leave. 11. The leasing of a slip is limited to one boat only. If lessee is a resident owner and has a second boat and desires to rotate between the two, written authorization is required and all required documents must be submitted. Rate to be the higher of

	<p>the two boats. One other small craft will be allowed in the slip provided that it is licensed, insured, and does not infringe in any way whatsoever upon the other slips or boats. The lessee must be the sole owner of the small craft. At no time will the craft or vessel that is not solely owned by the lessee be permitted.</p> <p>12. In compliance with The Harbor Rules & Regulations, the leasing of only one slip per condominium allowed if there is a waiting list for slips. If any slip is leased to a resident owner partnered with a non-resident, the resident rate will only apply to ½ of the total, with the balance being at nonresident rate. Owner must display historical and current, active involvement in operating the boat.</p> <p>13. Swimming in the Marina is not allowed. All non-swimmers and children should wear Coast Guard approved personal flotation devices (PFDs) per State and Federal regulations. There are to be no unattended children at the marina and surrounding banks at any time.</p> <p>14. No loud noises between 10:00 PM and 8:00 AM.</p> <p>15. No trailer parking is allowed for more than 1 day without prior approval from the Harbormaster. Violators will be towed at the owner's expense.</p> <p>16. Main walkways must be kept clear at all times.</p> <p>17. Use of a slip or tying on to any dock or boat by any person other than the lessee of the slip is not allowed without consent of Harbormaster.</p> <p>18. Dock boxes shall be a commercial manufactured white fiberglass. Dock boxes must be located in a manner as not to block access to the walkways or fingers. Dock boxes in place as of July 5, 2015 that do not comply with this rule are "grandfathered". Grandfathering ends with the removal of the dock box. Grandfathering is not transferable to subsequent slip lessees. Dock boxes must be securely bolted to the dock surface and located in such a manner as not to block access to the walkways or fingers. Any dock boxes that are in disrepair or aesthetically unappealing will be removed.</p> <p>19. It the responsibility of all lessees to keep their slip areas free of any debris, trash, or anything else including coolers, tool boxes, wagons or carts, pet dishes, etc. that encumbers or inhibits free movement in the area.</p> <p>20. Satellite dishes may not be affixed to any Common or Limited Common areas of the marina, including walkways, fingers, dock poles, electric pedestals, etc. Satellite dishes installed and operational as of July 5, 2015 are grandfathered until the dish is removed or becomes inoperable. Grandfathering is not transferable to subsequent slip lessee. The grandfathered slip lessee is responsible for removing the satellite dish once the grandfathering expires.</p> <p>21. No containers for fuel (with or without fuel) shall be allowed to sit out on the walkway or the fingers. 26. Dock lines are to be secured to the cleats. Lines cannot be attached to the uprights.</p> <p>22. Dinghies, boats, and personal watercraft may not be stored on the banks surrounding the Marina. Canoes may be stored at the southwest or northwest corners of the parking lot off of the pavement.</p>
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23. All watercraft harbored in the Marina shall be maintained in a seaworthy condition. The Harbormaster or a member from the Board of Directors shall have the right, but not the obligation, to inspect any vessel for leakage, safety of unseaworthiness and to remove the vessel from the slip if found unseaworthy, in case of emergency, or to make repairs to the marina or docks.
24. All watercraft harbored in the Marina shall be aesthetically maintained as determined by the Harbormaster and the Board of Directors. Plastic wrap and tarps are not allowed for shading devices. No vessel shall have excessive mold or mildew.
25. The floating platform is for the use of the residents of The Harbor and boat slip lessees ONLY. THIS IS NOT FOR THE GENERAL PUBLIC'S USE FOR ANY PURPOSE. Anyone found using the floating platform and is not a resident of the Harbor or a boat slip lessee will be told to leave. The floating platform is not to be moved without the knowledge and direction of the Harbormaster.
26. Skates, skateboards, motor scooters, mini-bikes, and any other unlicensed motor vehicles, except Harbor owner's "golf carts", are not permitted in the Marina.
27. No fishing from the common areas or docks is permitted. No fish cleaning is allowed on the docks. No unattended fishing lines are permitted from the boats.
28. No boat repairs or other maintenance are allowed in the common areas.
29. Work by outside labor or by lessees may be performed during day light hours and then only if such work causes no dirt, noise, nuisance, or hazard. Lessees are responsible to ensure that all hired labor is properly insured. Lessees are fully responsible for any claims, damages, losses, and expenses arising from the employment of outside labor, craftsman, or by their own activities. No spray painting is permitted.
30. No work or additions to marina equipment or docks is permitted without the written approval from the Harbormaster or the Board of Directors.
31. Water hoses must be fitted with automatic shut-off nozzles and stored as previously defined.
32. Lessees are required to notify the Harbormaster of any changes in their address, phone, or boat descriptions.
33. All lessees must provide copy of registration and proof of liability insurance of no less than \$300,000.00 on any boat they may have docked at the Marina.
34. All power boats must leave the Marina under their own power at least once every sixty days for a distance of at least ½ mile between the months of April and November. The Harbormaster or a member of the Board of Directors shall have the right to have this ability demonstrated.
35. All boats entering the Marina for the first time, must do so under their own power.
36. Weather covering/shrink wrap may be present on boats only during the winter season. This would be between the months of November and April inclusive. Any extension beyond the winter season must be requested in writing to the Harbormaster and approved by the Board of Directors.

LAKES

Violation Fine	
Warning, Follow up fine	<ol style="list-style-type: none">1. No swimming or ice skating is allowed on either lake. (Minutes 10/7/86)2. Fishing is allowed in the lakes only by residents, owners and their guests. Guests must be accompanied by an owner. There is a limit of four guests per unit. State law requires a fishing license. (Minutes 10/7/86)3. All “ammure carp” must be returned to the lake. (Minutes 10/7/86)4. Wind surfing and personal boats are not allowed on the lakes. (Minutes 10/7/86)5. Small craft or motorized toy sailing boats are not allowed on the lakes. (minutes 5/18/21)