

# The Harbor Homeowner's

## Association Rules and Regulations

### GENERAL (Including Common and Limited Common Areas)

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 **18**section 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 20 section 12k)
11. The maximum speed limit on all Harbor roadways is 15 miles per hour.
12. 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)).
13. Parking in the **storage area is limited and will be rented to residents on a first come first served basis**.
14. Residents and/or owners are responsible for the conduct and safety of their children and their guests while in or using the common areas.
15. Pest control service **may be obtained by contacting Mulloy Properties**. Pets must be accompanied by a resident or restrained in a manner to insure the safety of the service person.
16. All garbage shall be securely fastened in plastic bags before disposing of inside of the dumpsters provided.

## CLUBHOUSE

1. 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.
2. 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.

3. 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.
4. Reservations for the Clubhouse shall not be made more than one year or less than two weeks in advance.
5. The Clubhouse and adjacent grounds may not be used for any dangerous or illegal activity.
6. Pets are not allowed in any area of the Clubhouse with the exception of Seeing-Eye dogs.
7. The Owner renting/using the Clubhouse will assume all risks and responsibilities associated with use of the fireplace.
8. 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.
9. The Owner renting the Clubhouse must be present at all times.
10. 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.
11. 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.
12. 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}
13. Folding chairs are stored in a locked area of the Clubhouse and can be requested for use at the time of reserving the Clubhouse.
14. 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.
15. 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.
16. 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.
17. 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)
18. All party supplies are to be stored under the bar or in the kitchen. Nothing is to be stacked against the walls.
19. 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.

20. 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.
21. 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.

22. 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.
23. 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.
24. 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)

## **SWIMMING POOL**

1. Monday through Friday when there is no life guard present, no one is allowed in the pool alone. There are to be no more than five people in the pool at any one time. The gate is to remain closed and locked at all times. Children under the age of 16 must be accompanied and supervised by an adult. Persons in violation are subject to \$100 fine. Louisville Metro Board of Health Rules.
2. Use of the swimming pool is limited to owners/residents and their guests. Residents/owners will use **their keys** and passes to gain access to the pool area. **Each resident family is required to have the pool pass in their possession.**
3. Guests are limited to four per unit.
4. Residents, owners and their guests are required to obey posted pool rules. The lifeguard on duty Saturdays and Sundays may expel any one from the pool area if they are creating a nuisance or are behaving in an offensive manner. (Minutes 10/7/86)
5. The lifeguard may limit the number of guests if the pool becomes overcrowded, or the number of guests is excessive. (Minutes 10/7/86)
6. Pool hours are daylight to dark.
7. During closed hours, the facility is off limits to all residents & guests.
8. Radios and tape players, etc., 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.**
9. **Behavior which is offensive or annoying to other residents, such as loud, inebriated conduct is prohibited.**
10. No pets are allowed in the pool area.
11. No glassware allowed in the pool area.
12. Pool furniture must remain in the pool area.
13. Be mindful of your right to ask any individual or group in violation of the rules to cease that activity immediately. You also have the right to ask any individual or group to identify themselves and show proper, unexpired pass or immediately leave the area. If you encounter problems with this rule, please advise the Association Board Management Company.
14. All persons using the pool do so at their own risk.

15. The owners and management reserve the right to refuse the use of the pool facilities to anyone at any time.

## **MARINA**

1. Marina boat slips will be leased at lessee's risk, by the Association Board of Directors on a yearly basis to Harbor residents and owners on a first come first served basis. (Minutes 10/7/86). In the event that there are slips available, the Harbor Master will lease vacant slips on a first come first served bases to the outside population.

2. The boat slip lease fee rate shall be set by the Association's Board of Directors and shall be due on the first of March each year. Failure to pay in full by May 1 may automatically terminate the boat slip lease. A new lease with appropriate fee shall be sent to the lessee prior to March 1<sup>st</sup> each year. (Minutes/7/86)

3. The Marina boat slip lease unless otherwise approved by the Board of Directors will be limited as follows:

a. Marine boat slip leases are limited to one lease per condo unit if there is a waiting list for resident slips.

b. All leases for residents/owners are on a first come first served basis.

c. Boat slip leases will automatically renew each year by timely payment of the appropriate fee.

d. A continuing waiting list will be established when all slips have been leased.

e. A slip may only be subleased with written approval by the Association Board of Directors. The slips shall be offered to waiting list subscribers first.

f. Leases will be offered to non-boat owners only when there is no waiting list and only if they are actively seeking a boat. A lease, granted under this provision, shall automatically terminate if no boat has been purchased by the lessee within six months of the date the lease is granted.

g. Leases are not transferable from one Harbor owner to another upon sale of a condo unit. The lease reverts to the Home Owners Association.

4. The Harbor Master will oversee the Marina and will handle voluntary slip assignments. (Minutes 10/7/86)

5. All electrical hook ups must be inspected and approved by the Jefferson County Electrical inspector. The Harbor Master will observe and inspect for proper maintenance.

6. If necessary, boat trailers can be parked in the Marina parking lot a maximum of 24 hours with the approval of the Harbor Master.
7. Marina dock ramps and walks must be kept clear of equipment and with mooring lines attached to cleats without crossing main dock walk area. (Minutes 10/7/86)
8. "For Sale" signs are allowed only on the inside of the window of the boats in the Marina.
9. **No fishing is allowed in the Marina.**

## LAKES

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)

## PETS

1. The Master Deed restricts dogs to 16 pounds, **however there are now and always have been dogs well over these restriction.** 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 19 section 12f and Minutes 3/24/92)

## TENNIS COURTS

1. Tennis courts are to be used for tennis play only (Minutes 5/17/94)

2. Tennis shoes must be worn on the courts at all times.
3. Playing time is limited to 1 ½ hours when others are waiting to play
4. Court play is limited to resident/owners and their guests.
5. Children under the age of 12 are not allowed on the tennis courts without adult supervision.
6. Sportsmanlike conduct is expected on the courts at all times.
7. Secure the gate closed when leaving.