

## **HARBOUR POINTE HANDBOOK**

### **MANAGING AGENT:**

Pegasus Properties  
Post Office Box 37  
Smithville, Indiana 47458

pegasus.properties@gmail.com

Phone: 812-824-3230

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### **INSURANCE AGENT:**

First Insurance  
1405 North College Avenue  
Bloomington, Indiana 47408

Phone: 812-331-3230

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### **PHONE NUMBERS:**

FIRE: 812-824-6077 (Perry Fire Department)

EMERGENCY: 911

POINTE SECURITY: 812-824-8940

POISON CONTROL: 800-382-9097

Eagle Pointe Lodge: 812-824-4040

## **HARBOUR POINTE COMMUNITY LIVING**

Welcome to Harbour Pointe! As a homeowner or guest, this handbook will assist you to make your stay an enjoyable one. The rules at Harbour Pointe are designed to illustrate and define courteous and neighborly living. Your cooperation and participation regarding these rules will enhance the beauty and maintain the quality which enables Harbour Pointe to be a community we can all be proud of.

### **I. COMMUNITY RULES**

#### **A. APPEARANCE**

1. Except for original construction, no building, fence, sidewalk, drive, walk or other structure shall be erected, installed, placed, altered or maintained, nor shall any exterior addition to or change (including change of color by painting or decorating of the exterior) or alteration be made in any building without prior written approval as provided for in the condominium documents.

2. No entrance, stairway or any other portions of the common areas shall be decorated by any owner or occupant without prior written consent of the Board of Directors.

3. No article shall be placed in the entrance or stairways nor shall anything be hung or shaken from the balconies or placed upon the windowsills of the buildings. No clothing or other article, including bathing suits or towels, shall be hung in common areas or in private patios.

4. Each owner shall keep such owner's condominium unit in good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors, decks or windows thereof, any dirt or other substances. However, the owners shall keep all decks and private walkways clean.

5. No exterior shades, awnings, window guards, ventilators, fans or air conditioning devices shall be used in or about the buildings, common areas, balconies or private patios except such as shall have been approved by the Board of Directors.

6. No radio, television antenna, or satellite TV dishes shall be attached to or hung from the exterior of the buildings without prior written approval of the Board of Directors.

7. Firewood shall be stored on the lake side and shall be limited to one (1) rick. No firewood shall be placed in entrances, stairways, street side decks or common areas.

8. No sign of any kind shall be displayed to the public view from any unit or from the common areas and facilities, including for sale or for lease signs.

#### **B. PARKING AND STORAGE**

1. No golf carts, bicycles, scooters, baby carriages, or similar vehicles, toys or other personal articles shall be allowed to stand in the entrances, stairways, street side decks, or common greens of the buildings, such shall be placed on the lake side decks, in storage areas or inside the unit.

2. No vehicle belonging to any owner or to a member of the family or guest or employee of any owner shall be parked in such a manner as to impede or prevent ready access to another owner's driveway or parking space. The owners, their employees, servants, agents, visitors, licensees and the owner's family will obey any posted parking regulations, and any other traffic regulations published in the future for the safety, comfort, and convenience of the owners.

3. An owner must not permit his guests or members of his family to use parking spaces assigned to other owners, if any, or to park in driveways of other units.

4. No boats, campers, motorcycles, travel trailers and boat trailers, mini bikes, or other such items shall be parked or stored in automobile parking areas or any other part of the property other than such special areas as may be established for storage of such items.

5. No parking on the streets proper because it impedes the movement of traffic, including the possibility of emergency vehicles. Violators will be towed at owner's expense.

6. There is a limitation that boats, large RVs, campers, trailers, and like vehicles cannot be parked on the premises except in cases of arrival or departure and then, the time should be limited.

### **C. DISTURBANCES**

1. No owner shall make or permit any noises that will disturb or annoy the occupants of the buildings or do not or permit anything to be done which will interfere with the rights, comfort, or convenience of other owners.

2. Report disturbances to Pointe Security at 824-8940.

3. No hunting or discharge of firearms shall be permitted.

4. No noxious or offensive activity shall be carried on in any unit, or in the common areas and facilities.

5. Nothing shall be altered, constructed, or removed from the common areas and facilities except upon written consent of the Board of Directors.

6. Nothing shall be done or kept in any unit or in the common areas which will increase the rate of insurance.

### **D. UTILITIES, TRASH REMOVAL AND CHARCOAL GRILLS**

1. All garbage and trash shall be deposited in the dumpsters. All garbage shall be in sealed trash bags and placed in receptacle.

2. No owner shall interfere in any manner with any portion of the common lighting apparatus or about the building.

3. Water closets and other apparatus in the buildings shall be maintained and shall not be used for any purposes other than those for which they are constructed. Any damage resulting from misuse of any water closet or other apparatus shall be the financial responsibility of the at fault owner.

4. Owners must insure that a temperature of at least 60 degrees Fahrenheit be maintained in their unit throughout the cold season to prevent freezing of pipes.

5. Unit appliances are the sole responsibility of the unit owner. Assistance in contacting a reputable and authorized repairman may be obtained by contacting the managing agent.

6. No charcoal grill shall be used on any deck, balcony, or wood walkway area adjacent to any building. Electric and gas grills may be operated on decks, balconies, or walkways.

## **E. SWIMMING POOL RULES**

1. Harbour Pointe owners and guests **only** may use the pool. Keys are required for entrance **at all times**.

2. All persons swim at their own risk. The Association is not responsible for personal injury.

3. Lost keys result in a \$25.00 fine for the first, and \$50.00 for the second. Contact the managing agent to receive a new one.

4. Children under 14 years of age **must** be accompanied by an adult at all times.

5. Proper swimming attire is required.

6. Running, horseplay, dunking or undue splashing is prohibited.

7. No floatation aides, masks, goggles, or similar equipment is allowed in the deep end.

8. If there is a problem with pool equipment or misconduct by users, contact Pointe Security.

9. Per state law, **no** pets in the pool area.

10. No glass or breakable containers in the pool area.

11. Each person is responsible for keeping the pool area clean. **"Please do not litter."**

12. These rules are for your safety and enjoyment. The Association has complete authority to expel or deny admittance to any person violating the rules or who is guilty of improper conduct.

13. Additional rules including pool hours are posted at the pool.

## **F. TENNIS COURT RULES**

1. Harbour Pointe owners and guests **only** may use the tennis courts.

2. White soled tennis shoes only on courts.

3. No activity other than tennis is permitted on court surface.

4. Play is limited to one (1) hour when others are waiting.

5. If court rules are not being followed, contact Pointe Security.

## **G. ANIMAL POLICY**

1. **Pets are not allowed in rental units.**
2. All pets must be attended and kept on a leash at all times when outside.
3. Pets may not be tied or chained outside at any time, nor confined to back decks.
4. Owners and guests shall **not** let pets urinate on trees, plants or foliage in living area, including common grounds.
5. Animal deposits should be removed so that others may enjoy a clean environment.
6. Owners shall be responsible for the actions of their pets (including barking) and of guest's pets. Pets shall not impact the quiet enjoyment of other units.
7. When complaints are received, owner will be sent an initial warning, with the next incident a \$50.00 fine will be assessed, and with the next and all successive incident a fine of \$100.00 will be assessed.

## **H. RENTERS AND GUESTS POLICIES**

1. Harbour Pointe rentals are allowed for periods of 90 days or longer. Short term rentals are not allowed.
2. It is the owner's responsibility to provide the association a copy of the lease as well as the leasing agent and renters names, contact information and vehicle information.
3. It is the owner's responsibility to provide these rules to their rental agent, and it is the owner's responsibility to see that their renters and guests are made aware of the rules.
4. Occupancy of rental units shall be limited to two persons per bedroom.
5. Rental units cannot be used for large parties, business meetings or other large gatherings.
6. If renters or guests fail to follow these rules, the managing agent and/or Pointe Security, acting on the Board's behalf, has the right to pursue the action necessary to cause the offending renters or guests to leave or relocate.

## **I. GENERAL**

1. Owners shall be held responsible for the actions of their family, their guests, and their pets.
2. Complaints regarding the service of buildings and grounds or regarding actions of other owners shall be made in writing to the Board of Directors or to the managing agent.
3. These Homeowners Association rules may be added to, or repealed, at any time by the Board of Directors.
4. You, as an owner, have the right to question the presence of others that you feel might not belong in the pool or tennis areas. Please notify Pointe Security of any such person.
5. The condominium property shall be used for single family residential purposes and for no other purpose.

## **II. HOMEOWNERS RESPONSIBILITIES TO BUILDING MAINTENANCE AND REPAIR**

### **A. EXTERIOR BUILDING MAINTENANCE AND REPAIR**

1. Notify the managing agent in writing of all building repairs that are the responsibility of the association. No owner shall make exterior repairs without written permission of the Board of Directors.

2. The board will not authorize payment for repairs unless they have approved the repair in writing.

### **B. INTERIOR MAINTENANCE AND REPAIR**

1. Each unit owner shall maintain, repair, and replace at his sole cost and expense all portions of his unit and the limited common areas appertaining to such unit which may become in need, including the heating and air conditioning system (including filters for each unit.)

2. Each unit owner shall further be responsible for all damage to any and all other units and/or common areas and facilities that his failure to maintain, repair and replace (see 1 above) may engender.

3. You, the owner, have the responsibility to furnish Pointe Security with a key to your unit if a new lock is installed.

## **III. WINTER PROCEDURES FOR WATER**

Before you leave your unit for any extended period of time, please take the actions below in the order listed:

1. Turn off your electric water heater at the electric panel or adjust your gas water heater to the "vacation" setting.

2. Turn off the water at the main valve in the condo.

3. Flush all toilets.

4. Set your thermostat to "Heat", and set it at no less than 60 degrees.

5. Open all undersink cabinet doors, and doors to the laundry room and baths.

6. Close all exterior windows.

7. Close the fireplace damper.

8. Optional: consider turning off your icemaker to avoid wear and tear.

9. Problem or question? Call the Pegasus office.

#### **IV. COLLECTION POLICY AND DELINQUENT FEES**

##### **A. COLLECTION OF ASSESSMENT**

The by-laws of Harbour Pointe Homeowners Association empowers the Board of Directors to take whatever legal action is necessary to collect these past due fees and recovery of all other expenses incurred, including legal fees.

##### **B. 25 DAY COLLECTION POLICY**

Twenty-five (25) days after the unpaid balance for a particular month is due, a \$50.00 late fee will be assessed.

##### **C. 55 DAY COLLECTION POLICY**

Fifty-five (55) days after the unpaid balance for a particular month is due, a late notice is sent.

##### **D. 75 DAY COLLECTION POLICY**

The next billing cycle notice is sent, and includes any past due balances.

##### **E. 105 DAY COLLECTION POLICY**

Collection of two quarters is turned over to our attorney, the expense for which is owed by the homeowner.

##### **F. HYPOTHETICAL DELINQUENCY CHRONOLOGY**

Janaury 1	Assessment is due
Janaury 25	Assessment is deemed overdue, late fee is assessed
February 25	Late Notice is sent
March 20	The next quarter bill is sent
April 1	Next quarter assessment is due
April 25	Collection of two delinquent quarters is turned over to attorney