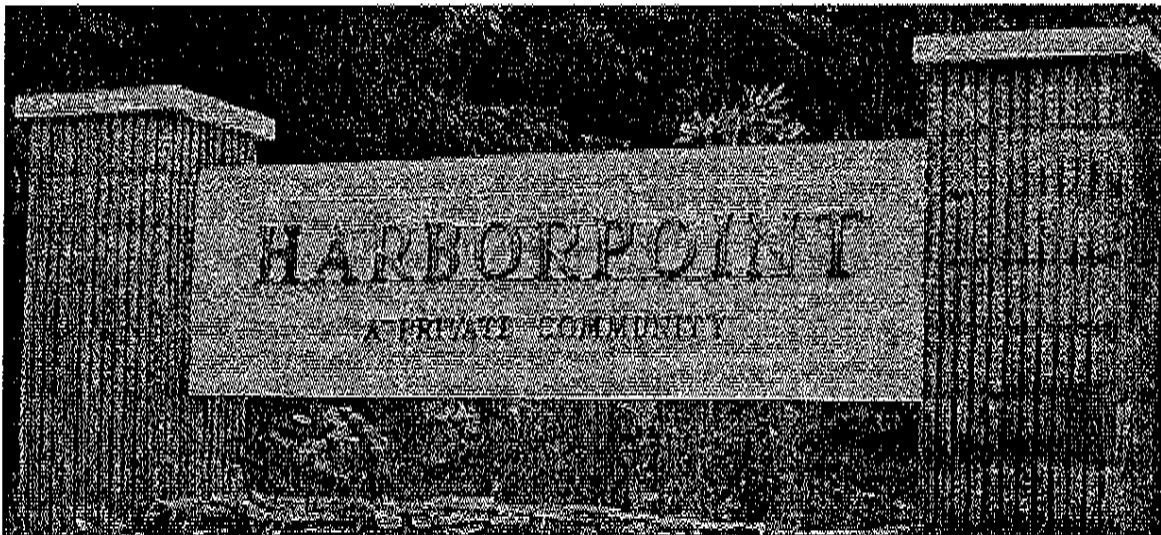


# Harborpoint Homeowners Association

## 2007 Homeowners' Information

[www.harborpointhoa.com](http://www.harborpointhoa.com)



2007

## GENERAL INFORMATION AND GUIDELINES HARBORPOINT HOMEOWNERS' ASSOCIATION

**Welcome to Harborpoint.** The Harborpoint Homeowners' Association (HHA) furnishes this general information booklet to you. It is intended to provide you with some essential information and guidelines pertaining to Harborpoint and our community. As a new co-owner or resident, please take time to read this material, as it will help you acclimate to your new home and surroundings.

Each year this information is updated and includes any changes in ownership or residency, in addition to any changes in policy. Copies are distributed to all co-owners lessees. It may also be accessed on line at <http://www.harborpointhoa.com>.

### COMMUNITY

The Lakeshore condominium complex consists of 6 separate and distinct condominium associations. These are (as you drive into the area on Lakeshore Lane):

Cove Villas	10 units	Units 14 – 23
Bayshore Villas	6 units	Units 24 – 29
Bayfront Villas	8 units	Units 30 – 37
East Bay Villas	9 units	Units 38 – 46
<b>Harborpoint Villas</b>	<b>59 units</b>	<b>Units 48 – 106</b>
Inletview Villas (on hill)	24 units	Units 1010 – 1033

APPENDIX A is a list of Harborpoint co-owners. APPENDIX B is a form that should be completed and submitted with the monthly maintenance fee if the information in APPENDIX A is not accurate.

### HARBORPOINT RULES

Since we live in such close proximity, all co-owners share responsibility for the use and appearance of our common property. With this in mind, it has been necessary to adopt certain rules which all co-owners and residents are expected to observe. These are:

**Parking:** One covered parking place has been assigned to each co-owner. Refer to APPENDIX A for assigned parking spaces. Vehicles not in operable condition,

boats, trailers and motor homes may not be parked in the parking lots. The marked areas immediately in front of the entrances are reserved for loading and unloading only.

**Common areas:** Co-owners should be present to supervise their home repairs, remodeling, pickups and deliveries. Co-owners are responsible for keeping the common areas clean and free of debris while work is in progress and after the work is completed. Co-owners will be held liable for any damage done to the common areas as well as any cleanup that may be required.

**Balconies and patios:** The appearance of our balconies and patios can reflect favorably or unfavorably on our community. These are not open storage areas. Residents should maintain these areas in good orderly condition, clean and free from accumulation boxes, excess furniture, etc. No clothing or towels should be hung on balconies or patios. Co-owners with balconies are reminded not to sweep or wash dirt on the units below when they are cleaning their balconies.

**Displays:** No displays on outside windows or walls are permitted without prior written consent of the board.

**Business activities:** No visible industry, business, trade, occupation, or profession of any kind may be conducted on the property.

**Disturbances:** No activities which create an annoyance or nuisance to other residents are permitted. This includes construction on weekends or holidays.

**Pets:** No animal more than 20 pounds or 20 inches in height or which is an annoyance or nuisance, is allowed. Refer to APPENDIX C, CONTROL OF PETS.

**Use of common property:** No alterations to common property, including limited common property, may be made without board approval. Refer to APPENDIX D, CONTROLS OVER THE USE OF COMMON PROPERTY.

### **BUSINESS ASPECTS OF HARBORPOINT HOMEOWNERS' ASSOCIATION**

The business aspects of HHA are in the hands of an elected Board of Administration. Present members and officers of the board are as follows:

		Term ends		
President	Linda Gutherie	(2/08)	70 Lakeshore Lane	870-4173
Vice Pres. for Building Maintenance:	Andy Jones	(2/09)	84 Lakeshore Lane	875-3862
Vice Pres. for Grounds Maintenance:	Carl Shiles	(2/08)	106 Lakeshore Lane	877-3760
Secretary	Matthew Whitley	(2/08)	104 Lakeshore Lane	877-7602
Treasurer	Joseph Blass	(2/09)	76 Lakeshore Lane	876-9529

### BOARD MEETINGS

The Board meets on the second Thursday of March, June, September and December at 7 p.m. at an announced location. All co-owners are invited to attend. Minutes of the most recent meeting are distributed to each co-owner/resident of Harborpoint Villas. Occasionally, a meeting will be postponed or canceled. From time to time there may be a called meeting. If time permits, a notice to this effect will be distributed.

### ANNUAL CO-OWNER'S MEETING

An annual meeting of all co-owners is to be held on the first Thursday in February. At this meeting, vacancies on the board are filled by election of co-owners for two-year terms. If a co-owner cannot attend, a proxy (general or specific) should be given to another co-owner.

### ANNUAL BUDGET

The board adopts by November 15<sup>th</sup> of each year a budget for the following year. The budget is allocated to co-owners in proportion to their ownership in the common facilities. APPENDIX E is a copy of the 2006 budget, showing the resultant monthly maintenance fee for each unit.

### MAINTENANCE FEES

The monthly maintenance fee is due and payable on the first day of each month. A payment envelope is sent to each co-owner as a reminder. Checks must be made payable to *Harborpoint Homeowners Association* and mailed to:

Harborpoint Homeowners' Association  
P. O. Box 911  
Hixson, TN 37343

After the 20<sup>th</sup> of each month unpaid balances are subject to a 10 percent late fee. Delinquent accounts overdue 30 or more days will be noted on the monthly Treasurer's Report. Delinquent accounts overdue 90 or more days will be turned over for collection including attorney and legal fees. Questions concerning status of co-owners' accounts should be directed to Katherine Adcox (877-3659)

### INSURANCE COVERAGE

Insurance coverage on Harborpoint Villas has been arranged with Nationwide insurance company. The HHA Master Policy covers fixtures, installations, or additions comprising a part of the building within the unfinished interior surfaces of individual units in accordance with original plans or specifications. When an insured loss of such property results from failure of common property, as defined by the master deed, HHA will pay the \$1000 deductible. Otherwise, the loss is the responsibility of the unit owner and would generally be covered by the unit owner's individual condominium insurance policy. If you have questions, our Nationwide Agent, Terry L. Harwood, 499-4071, can answer specific questions and to help you avoid duplication in coverage.

**WATER LEAKS/DAMAGE:** In multi-story apartments, property damage from water leaks may occur. Common causes of leaks are overflows, leaking plumbing fixtures, washers, water heaters, ice makers and clogged air conditioning condensation lines. Co-owners should be aware that, although common insurance practice is that the injured party's home insurance pays for damage over the deductible limit, the responsible party should pay for expenses within the deductible, or for all repairs if the damaged party is not insured. In this regard, all home owners are encouraged to secure adequate homeowners' insurance for their units.

**MAINTENANCE SERVICES:** Contact Rod Vincent (331-5326) or see Appendix F for a list of service providers.

**POLICE, FIRE OR MEDICAL EMERGENCIES:** Call 911 for any potentially life threatening situation. Call 698-2525 for non life-threatening situations.

**PEST CONTROL SERVICES:** Terminix Pest Control treats each unit the first Thursday of each month. Notify Terminix at 874-1140 if you do not wish to have your unit treated.

**KEY SERVICES:** The Board keeps duplicate keys in a secure location for emergency access to individual units. If you need emergency access, contact the Board President or Rod Vincent. This service is optional, but co-owners with new door locks are encouraged to provide duplicates to the Board President.

**TRASH REMOVAL:** Trash is removed every Monday and Friday at approximately 9 A.M. from each entrance at street level. On holidays listed below, trash will be picked up the next working day. Use plastic or plastic-lined bags only and tie them securely. **Do not put trash out the night before.**

New Year's Day  
Martin Luther King's Birthday  
Memorial Day  
July 4<sup>th</sup>  
Labor Day  
Thanksgiving Day  
Christmas Day

For disposal of bulky items such as furniture, BBQ grills, carpeting and appliances residents should use the Refuse Collection Center at 4500 North Access Road.

**ICE AND SNOW REMOVAL:** The City of Chattanooga does not provide ice and snow removal service on private roads such as Lakeshore Lane. Therefore, when Lakeshore Lane is covered with snow or ice, residents can expect some delay before the road becomes passable. Snow and ice in the parking lot on the north side of the carports is slow to melt. Under such conditions residents are urged to observe extreme caution.

**MOVING VANS OR DELIVERY PERSONNEL:** Please instruct movers and delivery personnel to exercise caution when backing up trucks and vans to the carport areas to prevent possible damage to the structure. Co-owners and residents are responsible for any resulting damage and repair costs.

**HEATING AND COOLING SERVICE AND REPAIR:** Individual heat pump compressors are located on the roof of each building. When it becomes necessary to make service calls and repairs to your unit, please notify Rod Vincent for roof access.

**EXTENDED ABSENCES:** During extended absences, you should consider taking steps to avoid accidental water damage or electrical fires. Water should be turned off centrally, and the water heater should also be turned off. If locks have been changed, a key should be left with the President of the Board or a neighbor (See **KEY SERVICES** above).

Additionally, sometimes it is necessary to move cars from the carport. Residents who are going to be away for an extended period and who plan to leave cars in the carport should leave car keys with a neighbor or with the President of the Board.

**LIFE SAFETY:** The Life Safety Code requires that all apartments be equipped with combination hard-wired/battery powered smoke detectors. Fire extinguishers are highly recommended in the kitchen, near fireplaces, balconies & patios where outdoor grills are used. Keep grills away from the wood exterior walls.

**FIREWOOD:** The Association provides firewood for use only by the residents and should not otherwise be removed from the premise. The firewood is not intended to become the primary source of heat, except in cases of power failure.

**CABLE TV:** Co-owners may contract directly with COMCAST for cable TV service. No cables are permitted on the external sides and roofs of the buildings without board approval.

**HARBORPOINT WATERFRONT ASSOCIATION (HWA):** Refer to Appendix G for rules and regulations concerning the HWA.

Linda Gutherie, President  
Harborpoint Homeowners' Association

## APPENDIX C

## CONTROL OF PETS

1. All pets, when on the common property, or in any other part of the common elements so designated by the board, shall be accompanied by and under the control of the owner.
2. Animals shall not be allowed to relieve themselves in the halls, on the stairways, sidewalks, lawns, parking lot, or in the shrubbery adjacent to any building. If a violation of the above occurs, the owner must clean up and dispose of the droppings.
3. The proper place for animals to relieve themselves is on the bank on the far side of the parking lot, near the woods at the extreme east end of the property, or along the east side of Lakeshore Lane below the Harborpoint entrance sign.
4. The master deed prohibits the ownership of animals that are a "nuisance". The board will be guided by the following:
  - (a) If a co-owner feels that a certain animal has become a nuisance, he will so state in a letter to the board, identifying the animal, its owner, and the time, place, and circumstances that prompted the complaint. The Secretary will notify the owner in writing that a complaint has been received and ask that it not be repeated.
  - (b) If three separate written complaints against the same animal are made by one or more co-owners, the board will ask the complainant(s) and the offending co-owner to attend the next (or a special) meeting of the board to discuss the issue and attempt to resolve it to the satisfaction of all concerned.
  - (c) If the matter cannot be amicably resolved, the board will make a judgement within seven days whether to dismiss the complaint as being without sufficient merit, or declare the animal a nuisance and invoke its authority under the master deed to require the owner to remove it. In the event an owner fails to comply with the board's order, the board shall initiate the necessary legal action to enforce that order.

## APPENDIX D

## CONTROLS OVER THE USE OF COMMON PROPERTY

Differing opinions among co-owners necessitate that the board adopt a set of controls over the use of common facilities (one co-owner's tomato plants are an eyesore to another; trees framing the lake are a picture to one co-owner, but they impair the view of another; ad infinitum).

Co-owners must understand that they cannot use common facilities as if they belong to them alone. By definition in the master deed:

- a. The space a co-owner does own is the area within the walls of his unit. All other space is owned in common by all co-owners.
- b. Some of the common space is limited to use by a single co-owner (e.g., the storage closet, balcony or patio, and assigned parking space).

All other space is for use by all co-owners.

The board has adopted a policy that no changes or improvements to common property may be made without prior written approval by the board.

The board will consider changes or improvements to limited common facilities (such as screening, carpeting, or painting the ceiling of a patio or balcony) which do not impair the over-all appearance of the property. The written request from a co-owner must contain an understanding that the co-owner and his successors in ownership will maintain the change or improvement in good repair and appearance, or restore the property to its original condition.

The board will consider changes or improvement to other than limited use of common areas (grassed and planted areas, entrance-ways, carports and parking spaces, slopes to the lake, etc.) if all of the following criteria are met:

- a. the board determines that the changes or improvements will not impair the over-all appearance of the property, or
- b. the board determines that the changes or improvement will not be objected to by other co-owners most directly affected, and
- c. The written request from the co-owners contains an understanding that the co-owner and his successors in ownership will maintain the changes or improvement in good repair and appearance, or restore the property to its original condition.



## APPENDIX G

HARBORPOINT WATERFRONT ASSOCIATION, INC. (HWAI)  
RULES AND REGULATIONS

Class AA and BB members are defined in the Charter and by-laws as Class A or B members who have been granted the right to use a particular boat slip by the Board of Directors of HWAI.

Class A members are defined in the Charter and By-laws as owners of a condominium in Harborpoint Villas. Class B members are defined as owners of a condominium in East Bay Villas.

1. The name of the cove in which the boat slips are located is Bay Point Cove.
2. Class AA and BB members will be assessed annually, the amount of which is normally determined at the annual meeting of the Association. This annual assessment is payable to the treasurer to defray common costs such as: common electric and water bills, insurance, replacement lights, gang-way maintenance, communications to boat slip owners, and other similar items which relate to more than one boat slip. Special or onetime assessments may be levied for unanticipated major common costs.
3. "Private Docks - Owners Only" and individual name signs for each slip have been purchased by the Class AA and BB members and installed. When the right to use the slip is transferred, the new user will install at his own expense a similar name sign for his slip.
4. Class AA and class BB members who lease their condominiums to another may, of course, continue use of their boat slips. If a Class AA or BB member leases his boat slip to the lessee of his condominium or to another condominium owner (Class A or B) - the only use alternatives permitted under the Charter and By-laws - the lessor will make written application the board of Directors in which he will specify who will be responsible for the care and use of the facility and for assessments made by the Board of Directors. On the condition that the responsible person named in the written application agrees to abide by the Charter, By-laws and Rules and Regulations of the HWAI, the Board of Directors will automatically grant the right to use the particular boat slip. The responsible person named in the application will be considered a Class AA or BB member of the HWAI replacing the former Class AA or BB member.
5. Boat slip users (Class AA or BB members) will: (1) maintain the gangway and dock facilities, and (2) keep the walkways and individual boat slip areas clean and clear of debris and equipment.
6. Users of the dock facilities should be aware of the dangerous situation concerning swimmers in the water and on rafts in the cove, both from possible stray electricity and from boats running or backing into unseen swimmers. Boaters should exercise extreme caution since swimming in the cove is not within control of the HWAI. Every effort should be made to discourage diving and swimming from the breakwater structures.
7. Boat slip users (Class AA and BB members) will ensure that their families and guests (particularly minors) do not intrude upon the rights and facilities of other class AA members.

Revised and approved by the Board of Directors, April 22, 1985.

HARBORPOINT WATERFRONT ASSOCIATION, INC.CHARTER

The undersigned natural person, having capacity to contract and acting as the incorporator of a corporation under the Tennessee General Corporation Act, adopts the following charter for such a corporation.:

1. The name of the corporation is Harborpoint Waterfront Association.
2. The duration of the corporation is perpetual.
3. The address of the principal office of the corporation in the state of Tennessee shall be 5600 Lake Resort Terrace, Chattanooga, Hamilton County, Tennessee 37415.
4. The corporation is not for profit.
5. The purpose for which the corporation is organized are:
  - a. to provide for the upkeep, maintenance and administration of the waterfront facilities which is to be utilized by Class AA and Class BB members of this corporation in connection with their exclusive use of the boat dock facilities attached or appurtenant to real property owned by this corporation;
  - b. to provide for the mutual assistance and enjoyment of Class AA and Class BB members, their immediate families and guests; and
  - c. to exercise all powers necessary to accomplish the purposes set forth above.
6. This corporation shall have Class A members and Class AA members, and Class B members and Class BB members.
  - a. Class A members shall be those persons who own villas in Harborpoint Villas, a condominium in Hamilton County, Tennessee, and each such villa shall be entitled to one Class A membership. An amendment to the charter, a merger or consolidation of this corporation, the sale, lease or exchange of all or substantially all of this corporation's property and assets, or the dissolution of this corporation shall require the approval by two-thirds vote of the Class a members.
  - b. Class AA members shall be those Class A members who have been granted in writing by the Board of Directors the right to use a particular boat slip which is a part of the boat dock facilities which facilities are attached or are appurtenant to the waterfront real property owned by this corporation and which property is more or less adjacent to Harborpoint Villas.
  - c. Class B members shall be those persons who own villas in the condominiums to be constructed on the attached land plat.
  - d. Class BB members shall be those Class B members who have been granted in writing by the Board of Directors the right to use a particular boat slip as more fully described in paragraph 6.c.
  - e. There shall be one class AA or Class BB membership for each boat slip and one boat slip for each Class AA or Class BB membership. More than one Class AA and Class BB memberships may be granted in writing by the Board of Directors to Class A or class B members, which number shall not exceed two.
  - f. The class AA and Class BB members shall elect the Board of Directors, may amend the by-laws and shall vote on all other matters to be voted upon by members and not specifically reserved for the vote of the Class A members, as provided above.
  - g. No dues, assessments or other charges may be levied against Class A or class B members.
  - h. Class A memberships shall be transferred along with and as part of the transfer of ownership of a villa in Harborpoint Villas. Class B memberships shall be transferred along with and as part of the transfer of ownership in a villa in the condominiums to be constructed on the land shown in the attached land plat.
  - i. If a class A or class B member leases his villa, the lessor may designate the lessee of the villa as a Class A or Class B member, as appropriate, during the occupancy of such villa by such lessee.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1985

Harborpoint Waterfront Association  
Incorporator