



**1080 ST JOSEPH STREET
CAROLINA BEACH, NC 28428**

RULES AND REGULATIONS

HARBOR OAKS UNIT OWNERS ASSOCIATION

(Revised and Approved effective February 23, 2019)

RULES AND REGULATIONS

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RULES AND REGULATIONS

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INTRODUCTION

Article V-C of the Harbor Oaks Declaration of Condominium provides that all present and future owners, tenants, guests, their employees or any other persons who use the facilities of the Association in any manner are subject to the By-Laws and Rules and Regulations of the Association.

Article IV-J-iv of the Harbor Oaks Unit Owners Association By-Laws further provides that the Harbor Oaks Unit Owners Association Board of Directors (hereafter called the Board) shall make, amend and enforce regulations governing the use of common property and condominium units.

The following Rules and Regulations are promulgated pursuant to the Declaration of Condominium and By-Laws of the Harbor Oaks Unit owners Association.

I. DISTRIBUTION OF RULES AND REGULATIONS

A copy of these Rules and Regulations will be given each unit owner and renter/lessee (hereinafter called tenant). An Association document must be signed indicating that he/she has received the Rules and Regulations, and also agree to abide by said Rules and Regulations while occupying a unit at Harbor Oaks.

II. LEASE AGREEMENTS

- A. Condominium units at Harbor Oaks may only be rented/leased for a **minimum term of six (6) consecutive months**. It is **required** that unit owners administer a written lease agreement, and it is strongly recommended that the unit owners secure a substantial security deposit prior to renting/leasing any unit.
- B. The unit owner or representative shall provide the management representative written notification whenever a tenant is moving into or out of unit. An Association document must be completed that provides the name of the new tenant(s) along with a phone/cell number and email address, if available.
- C. It is the responsibility of the unit owner to provide tenant(s) with a copy of these Rules and Regulations and to ensure that they fully comply with said Rules and Regulations at all times. The unit owner shall provide the management company a signed Association document indicating that the tenant(s) has received the Rules and Regulations, and agree to abide by said Rules and Regulations while occupying a unit at Harbor Oaks.
- D. Any damage to the common areas or fines imposed on the tenant become the responsibility of the unit owner should the tenant fail to fulfill such financial obligations.
- E. The Board is empowered to regulate the number of persons occupying a rented/leased unit on a long-term basis and has established the following maximum number of residents per unit:
 - One Bedroom Units - Four (4) persons
 - Two Bedroom Units - Six (6) persons
 - Three Bedroom Units - Eight (8) persons
- F. The Board may also limit access of guests of tenant(s) using the pool and other common areas.

III. PRIVACY

- A. Should an owner or tenant(s) observe a suspicious person or some unusual activity, please notify the management representative immediately. Phone numbers are located on the office door.
- B. The front door locking system is for your protection and to maintain your privacy. Please report any abuse, including any unlawful or unauthorized entry onto the property or into the units.
- C. Always notify the management representative if your unit is to be occupied by someone else in your absence.

IV. ACCESS TO UNITS

- A. A pass key/code to all units must be provided to and retained by the management representative. If a unit owner refuses to comply, the management representative will give written notice to the unit owner that he/she has thirty (30) days to comply. Refusal will result in the Board taking any action necessary including having the door re-keyed and billing all costs to the unit owner.
- B. No change, modification, alteration or addition to any unit entrance lock will be permitted unless approved by the Board. An access key/code must be provided to and retained by the management representative.
- C. In case of an emergency, a management representative is authorized to enter any unit to handle the situation by whatever means necessary and/or appropriate at his/her sole discretion.
- D. The management representative is authorized upon written notice to enter any unit for routine fire and/or safety inspections and take any action necessary to remove violations therefrom and maintain, repair or replace the common facilities therein.
- E. The management representative is authorized to enter any unit for routine pest control and take any action necessary in order to maintain a pest free environment in the unit, common areas and facilities. Routine schedule posted on bulletin board in lobby.
- F. Exterior screen doors (corridor side) or modification of the door design from the original and uniform door external design are prohibited.
- G. Owners and tenant(s) who plan on being away from their units for an extended period must turn off the water supply at the unit's main cut-off valve. The main cut-off valve is usually found in the air handler closet.

V. UNIT REPAIRS / ALTERATIONS / RENOVATIONS

- A. All inside unit repairs, including windows and doors, are the responsibility of the unit owner.
- B. The management and maintenance representatives take their direction from the Board. **The management and/or maintenance representative should not be requested to perform repairs that are the responsibility of the unit owner.** However, if requested, the management representative may provide a list of available repair and maintenance companies.
- C. Should a unit owner find it necessary to have outside workers perform repair work within a unit, 24 hour prior notification shall be given to the management representative. A note in the drop box in the lobby will suffice.
- D. Unit owner must submit an Association document to the Board for review and approval prior to major alteration or renovation being performed in said unit. **Examples:** Electrical wiring, plumbing, windows, exterior doors, kitchen or bath renovation, and/or any repair, alteration or renovation that requires a permit.
- E. No change, modification, alteration or addition to any unit of common area fire safety devices are permitted. Unit owner will be responsible for repair and/or replacement of any common area fire safety device that is removed, painted or covered over.
- F. All contractors, workers and movers must be given a copy of the "**Rules for Contractors, Workers and Movers**", and the unit owner must ensure that the rules are followed.

A copy of this document is available from the management representative and includes the following:

Owners and other residents are responsible for the actions of any contractors, movers or other workers they allow to enter the building. Please give a copy of the following rules to all movers / workers you invite into the building. Please notify the management representative at least one (1) day before any furniture deliveries or moves.

Contractors, movers and other workers at Harbor Oaks Condominium must comply with all of the rules outlined below. Failure to do so may result in work interruptions or denial of entry into the building.

1. Contractors, movers and other workers may work with in the building from **8:30am – 6:00pm Monday – Friday** only. No weekend work is allowed except in emergencies; such as, plumbing leaks or HVAC malfunctions and requires Board approval.
2. Park moving vans on the north side of the portico, parallel to the curb, out of the traffic lane.
3. Contractors may unload under the portico, but must park trucks in the parking lot. Parking under the portico is limited to 10 minutes. Do not use the portico and driveway as a work area.
4. Take equipment and materials directly from the truck to work area. Do not leave tools and other items in the lobby.
5. Provide your own carts and dollies. Do not use the cart and luggage rack in the lobby. They are needed by residents throughout the day.
6. Keep lobby doors closed at all times when you are not in the lobby.
7. Dispose of all construction materials off site, not in Harbor Oaks' dumpsters. Do not put any large or non-bagged items into trash chutes. They may block up the chute or dust may set off fire alarms.
8. Do not block breezeways or areas in front of elevators.
9. Do not leave work items/equipment or dirt in public areas overnight.
10. Notify the management representative if you need to weld or create dust around fire sensors in public areas. The management representative can temporarily disable fire sensors for you. Dust or smoke will set off fire alarms and cause the Fire Department to respond. Resulting fees will be paid by contractor.
11. If you find that you cannot comply with any of the above rules, contact the management representative for assistance.

VI. ELEVATORS

- A. When using elevators, please keep in mind the need of others to use them as well.
- B. The elevator "hold" button is for emergency use only and should not be used for loading and unloading.
- C. When the elevator is needed for furniture, equipment or other large objects, please request the management representative to install elevator padding.
- D. Please report elevator malfunctions to the management representative.
- E. If at all possible, please avoid moving on high traffic weekends and holidays.

VII. SWIMMING POOL

- A. Swimming in the pool is permitted only between 8:00 A.M. and 9:30 P.M. or dark, whichever occurs earlier. The pool will be closed during cold weather and whenever repairs or improvements are necessary.
- B. No lifeguard is provided at the pool. Therefore, persons using the pool do so at their own risk. Children under twelve (12) years of age must be accompanied by a responsible adult. Also, it is a good safety practice to never swim alone.

- C. Please be mindful of other persons using the pool and tenants by being courteous and considerate. Loud noise/music, running, pushing, shoving and rough playing of any kind will not be tolerated in the pool area.
- D. Diving in pool is not permitted.
- E. Rafts and similar items used as safety aids are permitted so long as their use does not interfere with the enjoyment of other owners, tenants or guests.
- F. Pool furniture is not to be removed from the pool area. Please stack chair(s), return lounge(s) to upright position, and close umbrella(s) after each use.
- G. Food shall not be consumed at the pool as this is a health and safety matter. Beverages at poolside are allowed only in non-breakable containers. FOR SAFETY REASONS, NO GLASS CONTAINERS ARE PERMITTED IN THE POOL AREA AT ANYTIME. Since the pool has to be drained if broken glass is found in the pool, any and all costs incurred will be assessed to the responsible unit owner. Please remember that unit owners are responsible for any damage incurred by their tenants and guests!
- H. The pool and all facilities are solely restricted for use only by the owner/tenant/occupant and his/her guests while the owner/tenant/occupant is on the premises.
- I. The Board may restrict the number and/or frequency of tenant's guests using the pool.

VIII. TRASH CHUTE

- A. All trash placed in the chute must be secured in garbage bags.
- B. Items too large for the chute must be deposited in the trash carts located in the basement. Please do not try to force oversized items into the chute.
- C. Loose garbage of any kind shall not be thrown into the trash chute. Sawdust or vacuum cleaner dust when dropped down the chute may set off the fire alarm.
- D. Do not leave trash or empty boxes in the hallways/corridors at any time. Please move such materials to the trash bins immediately.

IX. RECYCLING

- A. To protect our environment and help keep our planet "green", all unit owners, tenants and guests are strongly encouraged to recycle whenever possible.
- B. Residents have "curbside" recycling available in the designated containers at the north end of the building.
- C. The following materials should be recycled: Clear, brown or green glass; newspapers, junk mail, magazines, other clean paper; aluminum and steel cans; rinsed plastic bottles/jugs/containers (without lids) having a triangle that has the number 1, 2, 3, 4, or 5 inside the triangle (usually on the bottom); cardboard (broken down); soft covered books, cereal boxes and similar clean boxes. **Note:** Recycled materials do not have to be sorted.

X. LOBBY, CORRIDORS AND STAIRWELLS

- A. Security is very important to all at Harbor Oaks. Therefore, the front door, meeting room door, and the door leading to the garbage bin area are to remain closed at all times. Please do not leave the front door open while parking your car or taking personal items to/from your unit. Please make sure you recognize the owner/resident/occupant/guest before allowing anyone to enter the building. Also, please refrain from giving out the front door code to visitors, delivery personnel, and et.al.
- B. For safety reasons, parents and others responsible shall not allow children to run or play in the hallways, corridors, stairwells and parking lot.
- C. Smoking and the use of tobacco are prohibited in the lobby, hallways, corridors, stairwells and elevator.

- D. Items such as boxes, laundry, coolers, bicycles, fishing poles, etc. shall not be placed in the breezeways, corridors or stairwells.
- E. Painting of breezeways, corridors and stairwells is not permitted, as these areas are the responsibility of the HOA.
- F. Decorative plants, flower boxes, chairs, tables, etc. which do not allow a minimum of four (4) feet of walking space between the wall and the object are prohibited by the Fire Marshall. Decorative flowers or other appealing items are permitted against the outer walls of the elevator access areas if they protrude no more than three (3) feet from the outer walls and are at least four (4) feet from the elevator doors.
- G. Unit doors should remain closed due to the fire code.
- H. Luggage and grocery carts must be returned to the lobby when you are finished unloading. They are not to be left on your floor or in the elevator.

XI. BALCONIES

- A. Objects are not to be thrown from the balconies at any time. This includes garbage, cigarette butts, towels, paper, fireworks, etc.
- B. Feeding the seagulls or other birds is a very serious violation of these Rules and Regulations and could result in a fine or suspension of privileges. Feeding the birds encourages the birds to nest on the balconies and to leave waste deposits, creating a health hazard.
- C. Clothing is not to be hung over the rails or on clothes lines on the balconies.
- D. Objects are not to be placed on the balcony ledges or railing.
- E. Awnings, projections and umbrellas are not allowed on the balconies.
- F. All balcony furniture should be rust proof to prevent the staining of the exterior of the building. Glass tabletops are discouraged due to the possibility of flying glass in a storm.
- G. Only electric grills (without lava rocks) are permitted on the balcony. Unit owner is responsible for safe operation and any damages therefrom. Unit owner is responsible for damages of their tenant (if applicable). Unit owner and tenant (if applicable) must abide by all local fire law, rules and regulations.
- H. Balcony floors and walls are considered property of the Association and may not be painted or modified with any coating which will change or damage the present coating. Any painting of these surfaces must have prior Board approval. Tile overlay of the balcony floor is not permitted. Units with tile overlay installed to the balcony floor prior to February 23, 2019 will be grandfathered. However, unit owner will be responsible for removal of tile overlay, if it is determined that the underlayment has been compromised and needs repair. Only rust free decorative items affixed with stainless steel hardware should be attached to balcony walls in order to maintain the integrity of the concrete and avoid costly repairs to the HOA. Unit owner will be responsible for cost to repair any damages to Association property.
- I. Hosing balconies is not permitted.

XII. STORAGE UNITS

- A. Flammable materials may not be stored in the units.
- B. A minimum of eighteen inches must be left from the top of stored items and the ceiling in order that the sprinkler system operates properly.
- C. Owners will provide their own locks.
- D. Maintenance of each unit will be provided by the owner.
- E. Unit owners may not sell to an outside party or to renters within the building.
- F. Owners may sell their unit to another unit owner, but in doing so must accept the storage space so assigned to the buyer in the original plans.
- G. Owners may rent their storage units to residents of the building.
- H. In the event of fire, theft, flood, etc., the HOA is not responsible for the contents of the units.

XIII. STORM PRECAUTIONS

- A. All balcony furniture, plants, electric grills and other objects must be removed, if strong winds or hurricanes are forecast or if a hurricane watch is in effect.
- B. The HOA as well as the management and maintenance representative are not responsible for clearing balconies or for installing or removing hurricane shutters. Unit owners must make their own arrangements if away and a storm is approaching.
- C. Unit owners must keep the locks on their sliding doors in working order so that the doors can be locked during storms. Doors and windows that cannot be secured prior to a hurricane or storm are subject to being repaired by the Association and the owner will be responsible for all charges.
- D. When leaving your unit for an extended period of time, it is a good idea to remove items from your balcony. Please make sure that your sliding doors and windows are also locked.

XIV. FIRE DOORS AND ROOF

- A. Unauthorized persons are not permitted on the roof. If you need access to the roof for any reason, please contact the management representative.
- B. All fire doors must be fully closed at all times by order of the Fire Marshall.

XV. GUESTS

- A. Owners and tenants are responsible for seeing that their guests follow these Rules and Regulations and conduct themselves in a lawful and courteous manner.
- B. The management representative must be notified whenever guests will be occupying a unit in the owner/tenant's absence.
- C. Guests are allowed to use the condominium facilities only when occupying a unit or when the owner/tenant is on the premises.
- D. Any gathering of more than six (6) guests in a common area (pool, grill area, meeting room) requires prior notification of the management representative so that notice can be given other owners.
- E. The Board of Directors may restrict the number and frequency of tenant's guests using common areas.
- F. Guests for whom a service or emotional support animal is required, must request special accommodation for their animal prior to arrival.

XVI. FOOD AND BEVERAGES IN COMMON AREAS

- A. Arrangements must be made and approval received from the management representative for functions requiring food or beverages in the common areas.

XVII. SIGNS

- A. No signs shall be displayed on any unit, including "for sale" or "for rent" signs.
- B. Please check with the management representative before posting notices on the lobby announcement board.

XVIII. PARKING

- A. Parking under the canopy is for loading and unloading only. It is not for brief convenience parking. Violators are subject to HOA fines and/or towing.
- B. Short-term parking of a boat trailer, RV, disabled vehicle, etc. is permitted for the unit owner/tenant/occupant. However, a limit of three (3) or four (4) days is recommended with **seven (7) days maximum** for any thirty (30) day period.

- C. When parking a boat trailer, RV, disabled vehicle, etc., the unit owner/tenant/occupant must submit an Association Document to the management representative that provides the following information:
- Name of unit owner/tenant/occupant
 - Unit Number
 - Description of trailer/RV/other vehicle
 - Date of Arrival
 - Expected date of departure

Please park such vehicles out of the main parking areas and back shorter boat trailers into the parking spaces. In the event the boat trailer, RV, disabled vehicle, etc. is not removed after seven (7) days, a \$25.00 per day fine may be assessed the unit owner who owns the vehicle or is host to the parked vehicle. Commencing on the 15th day, the Harbor Oaks Unit owner's Association Board of Directors can arrange for the vehicle to be towed to a secure commercial storage facility, where it will be kept until the owner retrieves it. All towing and storage costs as well as management representative administrative costs are to be paid by the vehicle owner.

- D. In the event of a hurricane or other emergencies requiring that boats in the Harbor Oaks Boataminium be moved from their slips, boats belonging to all condominium owners and tenants may be stored in the parking lot for a period of seven (7) days following the emergency, or until such time as they can be safely removed.
- E. These regulations do not apply to motor vehicles and work trailers which are used in conjunction with individual employment and are thereby moved daily.
- F. For safety reasons, skateboards, scooters, skates, etc. are not permitted in the parking lot or in any other common area.
- G. Violation of this rule is subject to fines.

XIX. NOISE

- A. With sixty-four units in our condominium, everyone must respect the rights of others. The "Golden Rule" should prevail at all times.
- B. All occupants are asked to keep the noise level of musical instruments, radios, stereos, televisions, etc. low enough not to disturb other occupants, especially after 10:00 P.M. and before 8:00 A.M.
- C. Children should be kept under close supervision of their parents or other responsible adult at all times and should be in their own living quarters after 10:00 P.M.
- D. Quiet and orderly conduct is expected by everyone, especially between 10:00 P.M. and 8:00 A.M.
- E. In consideration of other occupants, owner maintenance or modifications which cause noise to be transmitted outside of the unit shall not be done between the hours of 8:00 P.M. and 8:00 A.M. except in emergencies. A separate document entitled "**Rules for Contractors, Workers or Movers**" is the control document for such persons who are doing building maintenance or modifications or who are moving furniture and equipment to/from the units. Owners and tenants are required to provide this document to persons involved prior to the beginning of any work. Please contact the management representative for copy.
- F. If noise from a neighboring unit disturbs you, please notify the management representative by supplying the facts in a signed statement.

XX. PERMISSIBLE PETS / SERVICE AND EMOTIONAL SUPPORT ANIMALS

Permitted, subject to compliance with the rules and regulations.

A. Pets

1 Cat

B. Service and Emotional Support Animals (*hereinafter referred to as "animal"*)

As required by law

REGISTRATION / REQUEST FOR SPECIAL ACCOMMODATION

A. Permissible Pet/Service and Emotional Support Animals

Resident owner or tenant (if applicable) must complete a Permissible Pet / Request for Accommodation Form. Required items must be submitted to the management representative prior to move-in or within 15 days of the date the management representative mails a written request.

Guests for whom a service or emotional support animal is required, must request special accommodation of their animal prior to arrival by submitting a Permissible Pet / Request for Accommodation Form to the management representative.

Board approval or accommodation applies only to the permissible pet/animal for whom required items have been submitted.

Violation of this rule is subject to fines.

RESTRICTIONS

- A. Resident owner, resident family member or tenant who do not currently have a permissible pet/animal must inform the management representative if you intend to acquire a permissible pet/animal. A Permissible Pet / Request for Accommodation Form must be submitted.
- B. Completing a Permissible Pet / Request for Accommodation Form is for the specific pet/animal listed and is not to be taken as general permission to have a pet/animal beyond those stated in the most current form on file with the management representative.
- C. It is at the discretion of each unit owner as to whether they permit tenant(s) in their unit to have a permissible pet. However, prior approval must still be given by the Board. Each unit owner renting/leasing a unit and allowing their tenant to have a permissible pet should note that the unit owner is ultimately responsible for any fines which may be incurred by the tenant for any rule violations.
- D. Wild or exotic animals and birds are not permitted on Harbor Oaks' property.
- E. Permissible pet/animal shall not be bred or used for any commercial purpose.
- F. Permissible pet/animal must be licensed (if applicable) and up-to-date on rabies and other vaccinations.
- G. Permissible pet/animal must wear a collar with up-to-date identification at all times. In the event a permissible pet/animal escapes and becomes lost, this will make it easier to return the permissible pet/animal to his/her owner.
- H. Permissible pet/animal must be confined to unit of resident owner or tenant and must not be allowed to roam free or be tethered.
- I. Permissible pet/animal must not be left unattended on balconies or common areas.
- J. Permissible pet/animal in transit must be carried, restrained by a leash, or placed in a carrier.
- K. Harbor Oaks has designated the grassy area adjacent to the car wash station as its permissible pet/animal exercise/doggie do area.
- L. Persons who walk a permissible pet/animal are responsible for immediately cleaning up waste and discarding securely bagged droppings in the dumpster located in parking lot or trash chute. No pet/animal waste may be dropped down trash chutes unless securely double-bagged. Cat litter may not be disposed of in toilets.
- M. Unit owner is responsible for any damage caused by their permissible pet/animal and/or the permissible pet /animal of their tenant or guest. Any damage caused by cleaning chemicals or other such materials used in an attempt to remedy said damage is also the full responsibility of the unit owner.
- N. Service or emotional support animal of resident guest and/or family member is subject to the same restrictions as unit owner or tenant.
- O. No pet/animal shall be allowed to become a nuisance or create any unreasonable disturbance. Violation of this rule is subject to fines and permanent removal.
Examples of nuisance behavior for the purposes of this paragraph are:

1. Pet/animal whose unruly behavior causes personal injury or property damage.
 2. Pet/animal who makes noise continuously and/or incessantly to the disturbance of any person at any time of day or night.
 3. Pet/animal in common areas who is not under the complete physical control of a responsible human companion and on a hand-held leash of no more than six feet in length or in a pet carrier.
 4. Pet/animal who relieves itself on walls or floors of common areas.
 5. Pet/animal who exhibits aggressive or other dangerous or potentially dangerous behavior.
 6. Pet/animal who is conspicuously unclean or parasite infested.
- P. Notwithstanding any other provision herein, a disabled individual is authorized to keep their service or emotional support animal in their unit. Furthermore, nothing herein shall hinder full access by individuals with a registered service or emotional support animal to their unit and the common areas; except as provided by law.
- Q. Feeding and/or caring for stray animals is not permitted anywhere on Harbor Oaks' property. Please report stray or injured animals to the local animal control authority for rescue. Violation of this rule is subject to fines.**
- R. Unit owner, tenant, resident guest, and/or family member shall indemnify the Association and hold it harmless against loss or liability of any kind arising from their permissible pet/animal and (if applicable) non-registered pet or animal for which special accommodation has not been obtained. Unit owner and/or tenant should consult with his/her insurance agent to determine appropriate coverage.

ENFORCEMENT

An owner/tenant observing an infraction of any rule should notify the management representative by supplying the facts in a signed statement. If the Board is in agreement with such complaint, the unit owner will receive written notice of the violation. If the problem is still unresolved after **3 violation(s)**, arrangements will be made for a hearing. At the Board's discretion, immediate arrangements for a hearing may be made, if the nature of the complaint involves personal injury or the imminent threat thereof.

The Board may require the permanent removal of the permissible pet/animal, if it is determined by the Board to be a nuisance or a danger to the Harbor Oaks' community and its residents. If so determined, the unit owner will have **30 days** to remove a nuisance pet/animal from the premises and **1 day** to remove a pet/animal determined to be a danger from the premises.

The Board also has the authority to assess and collect fines for violations of the condominium's rules pertaining to a permissible pet/animal and to assess and collect amounts necessary to repair or replace damaged areas or objects.

XXI. UNIT OWNER ASSOCIATION FEES

- A. Unit Owner Association Fees are to be paid quarterly and are due the 1st day of each quarter (January 1, April 1, July 1, and October 1), whether or not a statement is received by the owner. If a statement is not received, the unit owner should contact the management representative.
- B. If any fees are not paid within 30 days of the due date, the unit owner will be charged a \$25 administrative fee for collection. Interest will also be charged at a rate of 1.5% per month and added to the bill. The unit owner will also be charged any legal costs incurred and any fees imposed by a collection agency, should such be necessary.
- C. A lien on the property may be recorded whenever Unit Owner Association Fees are in arrears enough to warrant action by the Board. The unit owner is responsible for reimbursing the Association for any legal fees and other costs associated with filing of the lien.
- D. As noted earlier, units may not be rented/leased for a period of less than six (6) consecutive months.

XXII. FINES

- A. The Board shall have the authority to issue a fine not to exceed \$150 for each occurrence, suspend the rights of anyone to use common facilities for a period of time not to exceed two (2) weeks, or impose both a fine and suspension for violation of these Rules and Regulations.
- B. The fine assessment procedure is as follows:
 - The offender and the unit owner will be notified by mail with the violation and amount of the fine stipulated.
 - If the fine is not paid within 30 days, an additional \$10 per month administrative fee will be added to the bill.
 - After \$1,000 in unpaid bills have accumulated, a lien will be placed on the property. The unit owner is responsible for all legal fees and other costs associated with filing of the lien.
- C. Some standard fines are as follows:
 - Illegal pets: \$25 first offense, \$100 second and additional offenses.
 - Not registering permissible pet: \$25 first offense, \$100 second and additional offenses.
 - Caring for or feeding stray animals: \$25 first offense, \$100 second and additional offenses.
 - Feeding birds: \$25 first offense, \$100 second and additional offenses.
 - Not registering parked temporary trailer, RV, disabled vehicle, etc.: \$25 first offense, \$100 second and additional offenses
 - Throwing anything off balconies or breezeways (corridors): \$25 first offense, \$100 second and additional offenses.
 - Trash in chute not in secured plastic bag: \$25 first offense, \$100 second and additional offenses.
 - Litter in the lobby, swimming pool, elevator and other common areas: \$150 and additional offenses. (Note: This includes matches, cigarette butts, cans, bottles and litter of any kind.)
 - Smoking in lobby, elevator, meeting room, breezeways (corridors), stairwells: \$25 and additional offenses.
 - Unit access for inspections: \$50 after failed second notice for access request and additional offenses.
 - Each day a violation continues to exist shall constitute a separate violation and offense, subject to fines and/or suspension of privileges to common areas.
 - The unit owner is ultimately responsible for payment of fines and collection costs, whether the offender is the owner, tenant or guest. Any person fined may request a hearing before the Board of Directors. Such request must be in writing within thirty (30) days of the notification of the fine.

XXIII. RESPONSIBILITIES OF OWNERS / TENANTS

- A. To operate our facility effectively and to protect the rights, privileges, benefits and property of all, the Association must have the cooperation of everyone.
- B. Should an owner/tenant observe anyone violating any rule, they should notify the management representative by supplying the facts in a signed statement.
- C. It is the responsibility of all unit owners to ensure that their guests and tenants follow the Rules and Regulations of the Association while visiting or occupying a unit in the building.
- D. Pursuant to Article VII of the By-Laws of the Association, a unit owner is responsible for property damage incurred to another unit because of some event occurring in their unit, such as a fire, water leakage, etc. Unit owners are strongly encouraged to carry proper insurance to cover such events!

XXIV. CONCLUSIONS

- A. Comments, questions and/or suggestions about these Rules and Regulations are welcome at any time but should be submitted in writing to the management representative.
- B. Any violation of these Rules and Regulations should be reported promptly to the management representative.
- C. The Board of Directors may delegate enforcement of the Rules and Regulations; however, the final authority on all decisions lies solely with the Board.
- D. Pursuant to the By-Laws of the Harbor Oaks Unit Owners Association, these Rules and Regulations will be reviewed and amended as necessary by the Board of Directors.

These Rules and Regulations were promulgated pursuant to the Declaration of Condominium and By-Laws of the Harbor Oaks Unit Owners Association and were approved by its Board of Directors and effective February 23, 2019.

HARBOR OAKS HOMEOWNER ASSOCIATION SAMPLE FORMS

Forms valid as of the date these Rules and Regulations were approved and became effective.

Please contact our management representative for current forms.

HARBOR OAKS HOMEOWNER ASSOCIATION

UNIT OWNER

ACKNOWLEDGEMENT

Please complete then email, mail or fax back as soon as possible to the Harbor Oaks' Management Representative listed below:

Network Real Estate

1029 N. Lake Park Blvd., Carolina Beach, NC 28428

Phone: 910/458-8881 / Fax: 910/458-7773 / Web: www.networkwilmington.com

Contacts: **Kevin McKoy**, kevinmckoy@networkwilmington.com (910/798-3137)
Renee M. Bogart, rb@networkwilmington.com (910/798-3136)

UNIT NUMBER: _____

THE UNDERSIGNED ACKNOWLEDGES THAT HE/SHE HAS RECEIVED A COPY OF THE HARBOR OAKS RULES AND REGULATIONS.

OWNER NAME: _____ **DATE:** _____
(Please Print)

SIGNATURE: _____

Your community documents can be located on Network Real Estate web page www.networkwilmington.com. Click on "HOA" located at the bottom of page and click on "HOA Management". Next, click on "See Homeowners Associations We Manage" which is written in red.

By submitting this form, Unit Owner(s) acknowledges that he/she has received and agreed to abide by the **Harbor Oaks Rules and Regulations**.

HARBOR OAKS HOMEOWNER ASSOCIATION

TENANT

ACKNOWLEDGEMENT

Please complete then email, mail or fax back as soon as possible to the Harbor Oaks' Management Representative listed below:

Network Real Estate

1029 N. Lake Park Blvd., Carolina Beach, NC 28428

Phone: 910/458-8881 / Fax: 910/458-7773 / Web: www.networkwilmington.com

Contacts: **Kevin McKoy**, kevinmckoy@networkwilmington.com (910/798-3137)
Renee M. Bogart, rb@networkwilmington.com (910/798-3136)

UNIT NUMBER: _____

THE UNDERSIGNED ACKNOWLEDGES THAT HE/SHE HAS RECEIVED A COPY OF THE HARBOR OAKS RULES AND REGULATIONS.

TENANT NAME: _____ **DATE:** _____
(Please Print)

SIGNATURE: _____

By submitting this form, Tenant(s) acknowledges that he/she has received and agreed to abide by the **Harbor Oaks Rules and Regulations**.

**HARBOR OAKS HOMEOWNER ASSOCIATION
OWNER REGISTRATION / CHANGE FORM**

Please complete then email, mail or fax back as soon as possible to the Harbor Oaks' Management Representative listed below:

Network Real Estate

1029 N. Lake Park Blvd., Carolina Beach, NC 28428

Phone: 910/458-8881 / Fax: 910/458-7773 / Web: www.networkwilmington.com

Contacts: **Kevin McKoy**, kevinmckoy@networkwilmington.com (910/798-3137)
Renee M. Bogart, rb@networkwilmington.com (910/798-3136)

NEW CHANGE

UNIT NUMBER: _____	CURRENT DATE: _____	
UNIT OWNERS(S) <i>(COMPLETE ADDITIONAL FORM, IF NEEDED)</i>		
NAME: _____	PHONE NUMBER: _____	
EMAIL: _____	CELL NUMBER: _____	
MAILING ADDRESS: _____ <i>(If Different)</i>		
NAME: _____	PHONE NUMBER: _____	
EMAIL: _____	CELL NUMBER: _____	
MAILING ADDRESS: _____ <i>(If Different)</i>		
VEHICLE INFORMATION		
MAKE: _____	MODEL: _____	LICENSE NO.: _____
MAKE: _____	MODEL: _____	LICENSE NO.: _____
OTHER: _____		

Dues are due the **1st day of the quarter**. Checks are to be made payable to **Harbor Oaks HOA** and mailed to: c/o Network Real Estate, 1029 N. Lake Park Blvd., Carolina Beach, NC 28428.

Your community documents can be located on Network Real Estate web page www.networkwilmington.com. Click on "HOA" located at the bottom of page and click on "HOA Management". Next, click on "See Homeowners Associations We Manage" which is written in red.

By submitting this form, Unit Owner(s) acknowledges that he/she has received and agreed to abide by the **Harbor Oaks Rules and Regulations**.

HARBOR OAKS HOMEOWNER ASSOCIATION TENANT REGISTRATION / CHANGE FORM

Please complete then email, mail or fax back prior to tenant move-in / move-out date to the Harbor Oaks' Management Representative listed below:

Network Real Estate

1029 N. Lake Park Blvd., Carolina Beach, NC 28428

Phone: 910/458-8881 / Fax: 910/458-7773 / Web: www.networkwilmington.com

Contacts: **Kevin McKoy**, kevinmckoy@networkwilmington.com (910/798-3137)
Renee M. Bogart, rb@networkwilmington.com (910/798-3136)

NEW CHANGE

UNIT NUMBER: _____ **CURRENT DATE:** _____

MOVE-IN DATE: _____ **MOVE-OUT DATE:** _____
(If Applicable)

LEGAL OWNER

NAME: _____ **PHONE NUMBER:** _____

EMAIL: _____ **CELL NUMBER:** _____

MAILING ADDRESS: _____

TENANT(S)

(COMPLETE ADDITIONAL FORM IF NEEDED)

NAME: _____ **PHONE NUMBER:** _____

EMAIL: _____ **CELL NUMBER:** _____

NAME: _____ **PHONE NUMBER:** _____

EMAIL: _____ **CELL NUMBER:** _____

VEHICLE INFORMATION

MAKE: _____ **MODEL:** _____ **LICENSE NO.:** _____

MAKE: _____ **MODEL:** _____ **LICENSE NO.:** _____

OTHER: _____

By submitting this form, Unit Owner(s) acknowledges that tenant(s) has received and agrees to abide by the **Harbor Oaks Rules and Regulations**.

**HARBOR OAKS HOMEOWNER ASSOCIATION
MEETING ROOM EVENT REQUEST FORM**

Please complete then email, mail or fax back one (1) week prior to event date to the Harbor Oaks' Management Representative listed below:

Network Real Estate

1029 N. Lake Park Blvd., Carolina Beach, NC 28428

Phone: 910/458-8881 / Fax: 910/458-7773 / Web: www.networkwilmington.com

Contacts: **Kevin McKoy**, kevinmckoy@networkwilmington.com (910/798-3137)
Renee M. Bogart, rb@networkwilmington.com (910/798-3136)

UNIT NUMBER: _____ **REQUEST DATE:** _____

EVENT DATE: _____

NAME OF PERSON REQUESTING RESERVATION

NAME: _____ **PHONE NUMBER:** _____

EMAIL: _____ **CELL NUMBER:** _____

MAILING ADDRESS: _____

EVENT DETAILS

ARRIVAL SET-UP TIME: _____ **START TIME:** _____ **END TIME:** _____

NUMBER OF ATTENDEES: _____

DESCRIPTION OF EVENT: _____

SPECIAL REQUEST: _____

By submitting this form, Unit Owner(s) or Tenant (if applicable) acknowledges that he/she has received and agree to abide by the **Harbor Oaks Rules and Regulations**. Meeting Room Reservations are on a first come / first serve basis. Pool and Grill area will remain open to residents during your event. **Meeting Room must be cleaned after event or a \$25.00 cleaning fee will be assessed.**

NAME: _____ **DATE:** _____

(Print)

SIGNATURE: _____

APPROVED **NOT APPROVED**

SIGNATURE: _____ **TITLE:** _____ **DATE:** _____

**HARBOR OAKS HOMEOWNER ASSOCIATION
TEMPORARY PARKING REGISTRATION FORM**

Please complete then immediately return to the Harbor Oaks' Management Representative listed below:

Network Real Estate

1029 N. Lake Park Blvd., Carolina Beach, NC 28428

Phone: 910/458-8881 / Fax: 910/458-7773 / Web: www.networkwilmington.com

Contacts: **Kevin McKoy**, kevinmckoy@networkwilmington.com (910/798-3137)
Renee M. Bogart, rb@networkwilmington.com (910/798-3136)

UNIT OWNER / TENANT INFORMATION	UNIT NUMBER: _____
NAME: _____	PHONE NUMBER: _____
EMAIL: _____	CELL NUMBER: _____
VEHICLE OWNER INFORMATION	
NAME: _____	PHONE NUMBER: _____
EMAIL: _____	CELL NUMBER: _____
MAILING ADDRESS: _____ <i>(If Different)</i>	
TRAILER / RV / DISABLED / OTHER VEHICLE INFORMATION	
ARRIVAL DATE: _____	EXPECTED DEPARTURE: _____
DESCRIPTION: _____ _____ _____	
SPECIAL INSTRUCTION / ADDITIONAL INFORMATION: _____ _____	

Short-term parking of a boat trailer, RV, disabled vehicle, etc. is permitted for the unit owner/tenant/occupant. However, a limit of three (3) or four (4) days is recommended with **seven (7) days maximum** for any thirty (30) day period.

Please park such vehicles out of the main parking areas and back shorter boat trailers into the parking spaces. In the event the trailer, RV, disabled vehicle, etc. is not removed after seven (7) days, a \$25.00 per day fine may be assessed the unit owner who owns the vehicle or is host to the parked vehicle. Commencing on the 15th day, the Harbor Oaks Unit owner's Association Board of Directors can arrange for the vehicle to be towed to a secure commercial storage facility, where it will be kept until the owner retrieves it. All towing and storage as well as management representative administrative costs are to be paid by the vehicle owner.

**HARBOR OAKS HOMEOWNER ASSOCIATION
REQUEST FOR MODIFICATION OR RENOVATION**

Please complete then email, mail or fax back to the Harbor Oaks' Management Representative listed below:

Network Real Estate

1029 N. Lake Park Blvd., Carolina Beach, NC 28428

Phone: 910/458-8881 / Fax: 910/458-7773 / Web: www.networkwilmington.com

Contacts: **Kevin McKoy**, kevinmckoy@networkwilmington.com (910/798-3137)
Renee M. Bogart, rb@networkwilmington.com (910/798-3136)

OWNER NAME: _____	UNIT NUMBER: _____	
EMAIL: _____	PHONE NUMBER: _____	
MAILING ADDRESS: _____ <i>(If Different)</i>	CELL NUMBER: _____	
PROPOSED MODIFICATION / RENOVATION DATE: _____		
ESTIMATED TIMEFRAME FOR COMPLETION: _____		
DESCRIPTION OF PROJECT: _____ <i>(Additional Space on Back)</i>		

CONTRACTOR(S) NAME AND ADDRESS, PHONE, EMAIL, CONTACT PERSON: _____ <i>(Additional Space on Back)</i>		

<p>By submitting this form, Unit Owner accepts full responsibility for compliance with all covenants and rules of the Association and all necessary corrections of the proposed improvements which are not in compliance when work is done. Unit Owner also acknowledges that persons performing modification and/or renovation will receive a copy of the "Rules for Contractors, Workers and Movers" and insure that these rules are followed. Unit owner is solely responsible for securing proper approvals and permits from local government, and all construction must meet current building codes. No activity should begin without prior Board approval and local government permits and approvals. Construction should commence within 60 days of approval or approval will be deemed void. Unit owner must advise management representative at least 24 hours in advance of work commencement.</p>		
NAME: _____ <i>(Print)</i>	DATE: _____	
SIGNATURE: _____		
APPROVED <input type="checkbox"/>	NOT APPROVED <input type="checkbox"/>	
SIGNATURE: _____	TITLE: _____	DATE: _____

HARBOR OAKS CONDOMINIUM

RULES FOR CONTRACTORS, MOVERS, AND OTHER WORKERS

Owners and other residents are responsible for the actions of any contractors, movers or other workers they allow to enter the building. Please give a copy of the following rules to all movers / workers you invite into the building. Please notify **Network Real Estate** at least one (1) day before any furniture deliveries or moves.

Network Real Estate

C/o Kevin McKoy
1029 N. Lake Park Blvd #1
Carolina Beach, NC 28428
910/458-8881 Office
kevinmckoy@networkwilmington.com

Contractors, movers and other workers at Harbor Oaks Condominium must comply with all of the rules outlined below. Failure to do so may result in work interruptions or denial of entry into the building.

1. Contractors, movers and other workers may work with in the building from **8:30am – 6:00pm Monday – Friday** only. No weekend work is allowed except in emergencies; such as, plumbing leaks or HVAC malfunctions and requires Board approval.
2. Park moving vans on the north side of the portico, parallel to the curb, out of the traffic lane.
3. Contractors may unload under the portico, but must park trucks in the parking lot. Parking under the portico is limited to 10 minutes. Do not use the portico and driveway as a work area.
4. Take equipment and materials directly from the truck to work area. Do not leave tools and other items in the lobby.
5. Provide your own carts and dollies. Do not use the cart and luggage rack in the lobby. They are needed by residents throughout the day.
6. Keep lobby doors closed at all times when you are not in the lobby.
7. Dispose of all construction materials off site, not in Harbor Oaks' dumpsters. Do not put any large or non-bagged items into trash chutes. They may block up the chute or dust may set off fire alarms.
8. Do not block breezeways or areas in front of elevators.
9. Do not leave work items / equipment or dirt in public areas overnight.
10. Notify Network Real Estate (910/458-8881) if you need to weld or create dust around fire sensors in public areas. Network can temporarily disable fire sensors for you. Dust or smoke will set off fire alarms and cause the Fire Department to respond. Resulting fees will be paid by contractor.
11. If you find that you cannot comply with any of the above rules, contact Network Real Estate (910/458-8881) for assistance.

HARBOR OAKS HOMEOWNER ASSOCIATION

PERMISSIBLE PET / REQUEST FOR SPECIAL ACCOMMODATION FORM

This Form only represents a request for permissible pet approval or special accommodation for a service or emotional support animal by the Board. Approval or special accommodation is required prior to the pet/animal entering the unit to be considered in compliance.

By signing and submitting this form, you acknowledge receiving a copy of the **Permissible Pets / Service and Emotional Support Animals Rules and Regulations** and agree to the terms set forth therein. Rules and Regulations attached.

The applicant has included the following items with this Request Form. Please check where applicable.

- Photo (All)
 Copy of License (Dog Only)
 Proof of Rabies Vaccination (Cat & Dog)
 Doctor's Note * (Service or Emotional Support)

- REQUIRED DOCUMENTS:**
1. Photo
 2. Proof of Rabies Vaccination
 3. Copy of License (Dogs Only)
 4. Doctor's Note (If Applicable)

* A letter from the individual's personal physician or mental health professional is required if disability or disability-related need not readily apparent. The letter must be signed, dated, and printed using health professional's official letterhead.

IMPORTANT: Pet/Animal will not be considered unless these items are provided.

UNIT NUMBER: _____

NAME OF UNIT OWNER: _____ **OWNER PHONE #:** _____

NAME OF TENANT: _____ **TENANT PHONE #:** _____
(If Applicable)

NAME OF GUEST: _____ **GUEST PHONE #:** _____
(If Applicable)

PET/ANIMAL INFORMATION

NAME	TYPE/BREED	COLOR(S)	AGE	SEX

PET/ANIMAL REFERENCE

VETERINARIAN: _____ **PHONE #:** _____

ADDRESS: _____

PRINTED NAME: _____

SIGNATURE: _____ **DATE:** _____

APPROVED
 NOT APPROVED
 PET
 SPECIAL ACCOMMODATION

SIGNATURE: _____ **TITLE:** _____ **DATE:** _____

**HARBOR OAKS HOMEOWNER ASSOCIATION
PERMISSIBLE PETS / SERVICE AND EMOTIONAL SUPPORT ANIMALS
RULES AND REGULATIONS**

PERMISSIBLE PETS / SERVICE AND EMOTIONAL SUPPORT ANIMALS

Permitted, subject to compliance with the rules and regulations.

a. Pets

1 Cat

b. Service and Emotional Support Animals (hereinafter referred to as “animal”)

As required by law

REGISTRATION / REQUEST FOR SPECIAL ACCOMMODATION

A. Permissible Pet /Service and Emotional Support Animals

Resident owner or tenant (if applicable) must complete a Permissible Pet / Request for Accommodation Form. Required items must be submitted to the management representative prior to move-in or within 15 days of the date the management representative mails a written request.

Guests for whom a service or emotional support animal is required, must request special accommodation of their animal prior to arrival by submitting a Permissible Pet / Request for Accommodation Form to the management representative.

Board approval or accommodation applies only to the permissible pet/animal for whom required items have been submitted.

Violation of this rule is subject to fines.

RESTRICTIONS

- A. Resident owner, resident family member or tenant who do not currently have a permissible pet/animal must inform the management representative if you intend to acquire a permissible pet/animal. A Permissible Pet / Request for Accommodation Form must be submitted.
- B. Completing a Permissible Pet / Request for Accommodation Form is for the specific pet/animal listed and is not to be taken as general permission to have a pet/animal beyond those stated in the most current form on file with the management representative.
- C. It is at the discretion of each unit owner as to whether they permit tenant(s) in their unit to have a permissible pet. However, prior approval must still be given by the Board. Each unit owner renting/leasing a unit and allowing their tenant to have a permissible pet should note that the unit owner is ultimately responsible for any fines which may be incurred by the tenant for any rule violations.
- D. Wild or exotic animals and birds are not permitted on Harbor Oaks' property.
- E. Permissible pet/animal shall not be bred or used for any commercial purpose.
- F. Permissible pet/animal must be licensed (if applicable) and up-to-date on rabies and other vaccinations.
- G. Permissible pet/animal must wear a collar with up-to-date identification at all times. In the event a permissible pet/animal escapes and becomes lost, this will make it easier to return the permissible pet/animal to his/her owner.
- H. Permissible pet/animal must be confined to unit of resident owner or tenant and must not be allowed to roam free or be tethered.
- I. Permissible pet/animal must not be left unattended on balconies or common areas.
- J. Permissible pet/animal in transit must be carried, restrained by a leash, or placed in a carrier.

- K. Harbor Oaks has designated the grassy area adjacent to the car wash station as its permissible pet/animal exercise/doggie do area.
- L. Persons who walk a permissible pet/animal are responsible for immediately cleaning up waste and discarding securely bagged droppings in the dumpster located in parking lot or trash chute. No pet/animal waste may be dropped down trash chutes unless securely double-bagged. Cat litter may not be disposed of in toilets.
- M. Unit owner is responsible for any damage caused by their permissible pet/animal and/or the permissible pet/animal of their tenant or guest. Any damage caused by cleaning chemicals or other such materials used in an attempt to remedy said damage is also the full responsibility of the unit owner.
- N. Service or emotional support animal of resident guest and/or family member is subject to the same restrictions as unit owner or tenant.
- O. No pet/animal shall be allowed to become a nuisance or create any unreasonable disturbance. Violation of this rule is subject to fines and permanent removal.
Examples of nuisance behavior for the purposes of this paragraph are:
 1. Pet/animal whose unruly behavior causes personal injury or property damage.
 2. Pet/animal who makes noise continuously and/or incessantly to the disturbance of any person at any time of day or night.
 3. Pet/animal in common areas who is not under the complete physical control of a responsible human companion and on a hand-held leash of no more than six feet in length or in a pet carrier.
 4. Pet/animal who relieves itself on walls or floors of common areas.
 5. Pet/animal who exhibits aggressive or other dangerous or potentially dangerous behavior.
 6. Pet/animal who is conspicuously unclean or parasite infested.
- P. Notwithstanding any other provision herein, a disabled individual is authorized to keep their service or emotional support animal in their unit. Furthermore, nothing herein shall hinder full access by individuals with a registered service or emotional support animal to their unit and the common areas; except as provided by law.
- Q. Feeding and/or caring for stray animals is not permitted anywhere on Harbor Oaks' property. Please report stray or injured animals to the local animal control authority for rescue. Violation of this rule is subject to fines.**
- R. Unit owner, tenant, resident guest, and/or family member shall indemnify the Association and hold it harmless against loss or liability of any kind arising from their permissible pet/animal and (if applicable) non-registered pet or animal for which special accommodation has not been obtained. Unit owner and/or tenant should consult with his/her insurance agent to determine appropriate coverage.

ENFORCEMENT

An owner/tenant observing an infraction of any rule should notify the management representative by supplying the facts in a signed statement. If the Board is in agreement with such complaint, the unit owner will receive written notice of the violation. If the problem is still unresolved after **3 violation(s)**, arrangements will be made for a hearing. At the Board's discretion, immediate arrangements for a hearing may be made, if the nature of the complaint involves personal injury or the imminent threat thereof.

The Board may require the permanent removal of the permissible pet/animal, if it is determined by the Board to be a nuisance or a danger to the Harbor Oaks' community and its residents. If so determined, the unit owner will have **30 days** to remove a nuisance pet/animal from the premises and **1 day** to remove a pet/animal determined to be a danger from the premises.

The Board also has the authority to assess and collect fines for violations of the condominium's rules pertaining to a permissible pet/animal and to assess and collect amounts necessary to repair or replace damaged areas or objects.