

# LEGACY TOWERS CONDOMINIUMS HOUSE RULES

Effective September 2019

The House Rules are for the purpose of promoting harmonious living at Legacy Towers Condominiums. It is the responsibility of each owner to observe them. If your unit is rented, or you have guests, it is also your responsibility to ensure that your tenants/guests observe them.

## BALCONIES

The hanging of bathing suits, clothing, rugs, towels and other items upon balconies or railings or from windows is prohibited, except for the proper display of the United States flag.

No unit owner/tenant shall decorate any part of the unit(s) so as to change the appearance of exterior features (balconies, window shades/blinds, ledges, lighting). This includes the painting of any balconies except floor, illumination of the exterior of the building, displays of plants or other objects upon balconies or railings or exterior windowsills or ledges. Under no circumstances will containers that permit water and/or plant fertilizers to soak through to the building floors and/or lower walls and railings be allowed. Any exceptions must be approved by the Board of Directors in writing.

### **December Holiday Decorations:**

Legacy Owners are permitted to tastefully decorate their balconies for the December Holiday Season from November 20 to January 3.

Balcony railings may be decorated with lights. All electrical supplies must be suitable for outdoor use. For safety reasons, nothing may be hung over the balcony.

Owners wanting to decorate with trees are restricted to artificial trees. No mechanical decorations are permitted. Holiday music must not be so loud that it bothers other residents. Nothing may be attached to walls or ceiling.

## CLUBHOUSE (TOWER I)

Owner Use: Reservations are accepted for owner's only activities. Owners are allowed to reserve up to 6 hours plus clean up. Owners can make 1 reservation per month and cannot make another until the event that they reserved the clubhouse for has occurred. No charge; no deposit.

Owner Sponsored Private Use (i.e., an event where guests who are not owners or immediate owner's family\* members, comprise the majority of attendees): The clubhouse is available for owner-sponsored rental for private events, i.e. weddings, special occasions, parties, etc. **A \$500 per use and a \$500 refundable deposit is required for each private event consisting of 6 hours of use. Extra time cost will be charged at the rate of \$100 for every additional hour.** After each use, the Clubhouse will be inspected by HOA Staff for damage and for cleanliness, and the registered party will be responsible for any damage repair or excessive cleaning costs, if any. A formal notice of damage and repair costs will be submitted by the HOA manager/office within two days of use/inspection. Anyone who fails to pay costs within sixty days will be denied further private use of the Clubhouse and subject to the placement of a lien against their unit. The HOA management shall maintain an inventory of clubhouse items and overall space conditions. Clubhouse users are responsible for ensuring guests are aware of and comply with the house rules. The owner-sponsor of a private event must be present throughout the duration of the event.

Contact HOA Management for estimates and availability. Maximum number of attendees will be based on fire code maximum occupancy regulations/ordinances.

### **Universal Access Days (Clubhouse)**

NO reservations accepted for any private event on these days. Universal Access Days are days that are open to everyone and reservations are unavailable. These days are: Bowl Games, Super Bowl, Final Four College and NBA Basketball games, Olympic games, MLB World Series, Daytona 500, Kentucky Derby, Mardi Gras, Independence Day, Cruising the Coast Saturday, Thanksgiving Day, New Year's Eve, and New Year's Day.

## **KITCHEN**

Owner Use: Reservations are accepted for owner's only activities. Owners are allowed to reserve up to 6 hours plus clean up. Owners can make maximum of 1 reservation per month and cannot make another until the event that they reserved the kitchen for has occurred. No charge; no deposit.

### **Owner Sponsored Private Use (i.e., an event where guests who are not owners or immediate owner's family\* members, comprise the majority of attendees):**

The kitchen must be reserved for private events. **A \$100 per use and a \$250 refundable deposit is required for each private use.** The owner-sponsor of a private event must be present throughout the duration of the event. The Kitchen will be inspected after use by Legacy staff for damages and for cleanliness, and the registered party will be responsible for excessive repair or cleaning costs, if any. A formal notice of damage and repair costs will be submitted by the HOA manager/office within two days of inspection. Anyone who fails to pay costs within sixty days will be denied further use of the kitchen and subject to the placement of a lien against their unit. If no repairs or excessive cleaning are required, the deposit will be refunded within seven days after the inspection.

## **OWNERS' LOUNGE (TOWER II)**

### **Owner Use:**

The Owners' Lounge is provided for the enjoyment of ALL Legacy Owners. No reservations are required for the use of the Owners' Lounge. This facility is accessible 24 hours a day. Owners are not allowed to restrict or otherwise deny access to other owners wanting to use this facility at any time.

### **Owner Sponsored Private Use (i.e., an event where guests who are not owners or immediate owner's family\* members, comprise the majority of attendees):**

Not allowed.

## **THEATRE**

The Theatre is provided for the enjoyment of ALL Legacy Owners. No reservations are required for the use of the Theatre. Normal hours for use are 7:00 a.m. to 10:00 p.m. Owners are not allowed to restrict or otherwise deny access to other owners wanting to use this facility at any time. All children under the age of 18 must be accompanied by an adult over the age of 25.

### **Owner Sponsored Private Use (i.e., an event where guests who are not owners or immediate owner's family\* members, comprise the majority of attendees):**

Not allowed.

## **EXERCISE ROOM RULES**

Hours are from 6:00 a.m. to 10:00 p.m. No one under the age of sixteen (16) is permitted in this room (Insurance Liability). Use of exercise room is at your own risk. These facilities are available on a first-come, first-served basis only. Each user is responsible for cleaning up after himself/herself. Disinfectant wipes are provided for after-use clean up. No alcoholic beverages or breakable containers are to be used in this area.

## **FIRE SAFETY**

Use of any installed common-area, fire extinguisher must be immediately reported to security personnel and the Board of Directors and **Association Management (228-365-1553)**. In addition, fire officials should be notified by calling 911 so that a determination can be made that the fire hazard has been contained.

## **GARBAGE DISPOSAL AREA**

- Garbage collection is paid by the Association for the benefit of Legacy Towers residents only.
- All garbage must be placed in paper/plastic bags or containers that do not leak and must be placed inside the trash chute or dumpster.
- Break down all cardboard boxes before putting them into the dumpsters. DO NOT put boxes in trash chutes.
- Furniture, moving crates, and other oversized refuse containers are not permitted to be discarded at the dumpster site.

## **GENERAL NOISE AND NUISANCE**

No occupant of any unit, or their guests, shall at any time make such noise or create such other nuisance as to substantially infringe upon the rights of any other unit's occupants. Examples of prohibited actions covered by this rule are blaring music (whether vehicle or unit) or other amplified sounds, persistent revving of car engines, or idling cars that smoke excessively.

## **HOT TUBS / INDOOR POOL**

Access to the Hot Tubs and Indoor Pool is available 24 hours a day. Food, beverages and alcohol are prohibited in the hot tub and the swimming pool. Glass containers are not allowed in these areas.

## **IDENTIFICATION AND SECURITY**

For security purposes, wrist bands and/or fobs are provided to owners and renters ten years of age and older. These serve as an easy form of identification that helps courtesy officers and Legacy employees to determine whether someone belongs on the property. At any time, patrolling security guards (courtesy officer) or Legacy employees may request identification before allowing individuals to enter or remain on the property. If someone is unable to prove they belong on the property, they will be asked to leave.

## **LANDSCAPING**

- No alterations to the landscape are permitted without prior approval of the Board of Directors. That includes the placement of personally owned plants or bushes in landscaped common areas.
- No signs shall be placed in the lawns, flower gardens or on the fences, etc. Signs may only be placed within the unit itself; e.g., in the window. HOA reserves the right to place directional or informational signs that facilitate traffic movement or property identity purposes.
- The fences bordering Legacy Towers Condominium serve as a crime deterrent and are for resident privacy. Climbing over the fences is not permitted. The access is the driveway.

## OCCUPANCY

Each unit at Legacy Condominiums can occupy as many people as there are beds to support them multiplied times the number of bedrooms, which is two or three bedrooms plus potentially a sleeper sofa. For example, if a room has a single bed, that room can occupy one person. If a room has a queen or king bed, that room can occupy two people. If a room has two king or queen beds, that bedroom can safely occupy four people. The occupancy numbers for each unit should be posted on the inside of the door when these have been established.

(Per Fire Chief, City of Gulfport letter dated 8/21/14.)

In addition, the HOA Board has established an overall limitation on occupancy at 10 occupants for three-bedroom units and 8 occupants for two-bedroom units. In addition, each individual Owner can establish an occupancy limit below that of the HOA Board limitation. This limitation will be appropriately posted by the Rental Management Company and will be provided to our Security Service. In the event there is a complaint, the Security Service will determine whether or not the complaint is valid. If it is valid, Security will contact the Rental Management Company or Unit Owner to have the excess occupants removed. If the Rental Management Company and/or Unit Owner fail to respond, then a fine of \$250 will be assessed the Unit Owner.

## OWNERS

Unit Owners shall reimburse the Homeowners Association for any expenses incurred for cleanup, repair, or replacement of any property in Legacy Towers Condominiums damaged through their or their tenants'/guests' negligence or fault.

Owners should not employ HOA staff to provide maintenance services or any other services in connection with their units owned at Legacy Towers. In the event an owner needs such work done, the HOA manager will provide him or her with the names of outside contractors, but the HOA has no responsibility for whatever services these contractors provide.

## UNIT REPAIRS, UPGRADES, AND REPLACEMENTS

Any unit work, including repairs, upgrades, and replacements, that requires cutting, grinding, and/or sawing of materials, needs to be kept within the confines of the unit's interior. The area in the first floor's garbage disposal pad is the only alternate space allowed to perform such activities (cutting, grinding, or sawing) if it cannot be accomplished inside the unit. Ultimately, the owner is responsible for the cleaning of this area, even if the area was used by an owner's hired contractor. **No cutting, grinding, or sawing is allowed on unit balconies, breezeways, or any other common area.**

## **PARKING AREA**

All vehicles using the garage or common area parking are required to be registered through the HOA management or rental companies. All marked garage parking is reserved and owned by each designated unit identified on the parking badge/sticker provided by the HOA or rental companies. No one other than the designated unit owner or authorized renter may use the assigned space. In case of violations, Security Service will begin by locating violator to the maximum extent. If violator is not found, the HOA manager will begin the vehicle removal process which could result in the vehicle being towed at the vehicle owner's risk and expense.

- Porticos are for drop off and pick up only. Cars left there for more than fifteen minutes are subject to being towed.
- Delivery trucks must contact the HOA office or management upon arrival, and will be responsible for keeping the portico, elevators, breezeways, and garbage dumpster areas clean and free of debris by removing all packing materials and boxes.
- No parking in any fire lane.
- Excessive speeds will not be tolerated.
- The common parking area (entrances, driveways, sidewalks and garage stalls) are not recreational areas. Children are not permitted to play in these areas.
- Motorcycles, tricycles, bicycles, and other toys etc. are not to be parked on sidewalks, in landscape areas, or left on the breezeways.
- Access to common walkways, driveways, fire hydrants, garbage disposal areas, emergency exits/stairwells, and streets must be clear at all times.
- All vehicles using Legacy's parking areas need to be in good repair and in compliance with all state laws. For example, vehicles with flat tires, wrecked, without valid tags, and/or otherwise appearing as if it's been abandoned. Once vehicles have been identified as being in violation of any of these stipulations, the owner will be located and advised that he or she has 7 days to repair the vehicle and/or bring it in compliance with established laws. If the owner does not correct the situation within the specified time frame, or the owner is unknown or cannot be located, the HOA has the authority to remove the vehicle from the property at the owner's expense.

Owners leaving their vehicles parked in the common parking area for more than 60 days should make arrangements with a third party to take care of their property and/or register the vehicle. It is the owner's responsibility to comply with these rules. Legacy's parking facility is not to be used as vehicle storage. All vehicles using Legacy's parking facility need to be in good repair and in compliance with all state laws. Special consideration for medical or health reasons will be determined on a case-by-case basis by the Board or an appointed committee.

- Garage and common parking areas are ONLY authorized for the parking of vehicles. Vehicle maintenance activities are strictly prohibited. • All owners are responsible for cleaning and maintenance of their assigned parking stall. Repairs required as a result of damage to the asphalt caused by gas, oil, transmission, and other leaks will be the owner's expense. (This includes damage to the stall by renters.)

• No parking of motor homes, recreational vehicles, boats, large trucks, trailers, campers, etc. is permitted in the garage or general parking areas. There is a lot behind the property available at a nominal fee for parking of these types of vehicles. See the HOA manager/office for a price list.

## PETS

Owners and long-term renters (90 days or more) who have pets must be in compliance with all Harrison County ordinances (found at [www.harrisonco.us.ms](http://www.harrisonco.us.ms)). They must also register the pet with the HOA management, acquire the necessary pet identification badge, and display it on the leash or dog collar while in the common areas. Pets must be on a leash and waste must be picked up at the time of each instance. Three pet refuse bag stations are available on the property with designated collection bins. Residents are responsible for repairing any damage caused by their pets. The flower beds areas are not to be used by pets. Pets are not to be left outside overnight. Short-term renters (less than 90 days) and overnighters are not authorized to have pets in their units.

If a renter is found to be housing an unauthorized pet, they will be asked to remove the pet and/or depart the premises within one hour. If a pet becomes a nuisance; e.g., barking, roaming free, owners can be asked to remove this pet. This will be done on an individual case basis, reviewed and approved by the Board of Directors.

## POOLS

Outdoor Pools hours are 9:00 a.m. to 10:00 p.m. and 6:00 a.m. to 9:00 a.m. for owner-only lap swimming. All children under the age of twelve (12) must always be **accompanied** by an adult. Entry into the retention pond and waterfall areas is prohibited. No glass is allowed in any pool areas.

Pets are not allowed in the pool area. This includes owners, renters, and guests. Food and beverages are allowed at the table/grilling areas only. Food (to include ice cream) and beverages are not allowed in or on the edges of the pools. (This is for hygiene and pool maintenance reasons.) All owners, guests and renters must comply.

No loud music is allowed in the pool areas. This includes owners, renters, and guests. The use of canopies or tarps is prohibited in the fenced area that encompasses the pool area.

**ALL POOLS WILL BE EVACUATED DURING INCLEMENT WEATHER EVENTS**, (i.e. lightning, hurricanes, severe thunderstorms, etc.) Security personnel directions will be followed.

## RECREATIONAL ITEMS

For the safety and privacy of Owners and Guests, the following recreational items are not allowed to be ridden and/or operated on Legacy property:

- Hover Boards
- Skate Boards
- Drones, any remote-control vehicle
- Bicycles may be ridden on and off property only.

## SAUNAS

Sauna hours are 6:00 a.m. to 10:00 p.m. Children are not allowed unless accompanied by an adult. No glass, food, or alcohol beverages are allowed in the saunas. Lights, heat control and timer should be turned off after each use.

## SMOKING AND VAPING

Smoking or vaping is not permitted inside of any building's common areas, which include the Club House (Tower 1), owners lounge (Tower 2), theatre, pool area, doorways, elevator lobbies (all floors) elevators themselves, breezeways and in or around the retention pond.

Individual owners can determine whether to permit smoking or vaping in their own units. Smoking or vaping is permitted only at designated smoking areas, which are located outside of tower entrances. Smoking materials will be disposed in a proper container. Throwing cigarette butts from balconies is strictly prohibited. Owners will be responsible for any property damage cause by them or their guests due to improper disposal of smoking materials.

## STORAGE

Balconies are not to be used as storage areas. Personal property storage (camping gear, bicycles, toys, hoses, etc.) is permitted only in the resident's designated storage closets or inside the unit.

The buildings, parking areas, entrances, and landscape must always be kept clear. Unsightly balconies will not be permitted. If there is a complaint of an unsightly balcony (one that detracts from the overall aesthetics of the building's exterior), a committee will be formed to review the allegedly offensive balcony and remediation actions recommended. Any unit balcony found to be persistently in an unsightly state will be assessed a **fine of \$50 per offense/ and \$25 per day** until the balcony is brought back within standards or the offensive materials removed.

## QUIET HOURS

Quiet hours will be observed between the hours of Sunday - Thursday 10:00 p.m. and 7:00 a.m. and Friday -Saturday 11:00 PM to 7:00 AM in accordance with Gulfport Noise Ordinance 7-10. This includes, but is not limited to, radios, TVs, music, parties, pets, voices, children, vehicle operations, stairway traffic, repairs, or any noise that may disturb the residents. Owners are responsible for their tenant/guest compliance with noise violations. If quiet hours are not complied with or any owner/renter produces persistent noise, security will be called and either the guest/renter will be asked to leave the premises, or the resident owner will incur a fine of \$100 per substantiated complaint. Legal decibel levels are Day 68, Night 58.



## **VIOLATIONS OF OFFENSES**

In the event of repeated violations of a rule, an inquiry will be held by a committee assigned by the Board of Directors. The committee will determine what, if any, penalties will be paid by responsible parties.

**\*Within the context of the House Rules, immediate family or family member is defined as an owner's parents, siblings, or children.**