

*THE*  
**HERITAGE**

**HANDBOOK**

*1829 Senate Street  
Columbia, SC 29201*

*Revised by The Heritage  
Board of Directors July 2005*

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## CHAPTER 1

# INTRODUCTION

The purpose of The Heritage Handbook is to provide accurate and easily accessible information concerning: (1) The "Heritage Horizontal Property Regime" (a.k.a. Heritage Condominium or simply The Heritage) (2) procedures that must be followed when buying or leasing an Apartment (a.k.a. unit or condominium<sup>1</sup>), (3) The Heritage Association, Inc. plus it's management (4) maintenance, repairs, renovations and (5) information about living in the Heritage and necessary rules. There is an entire chapter devoted to each of the above five items, with only a brief general description of each in this introduction.

Please note the definitions of special terms listed in section 1.5 that are used throughout this handbook .

### 1.1 THE HERITAGE CONDOMINIUM

The Heritage Condominium includes the site plus all buildings located on the site. The main building consists of a basement, eighteen (18) floors (numbered 1 through 19 because the number 13 is skipped), and a "penthouse" floor above floor 19. There are a total of 96<sup>2</sup> apartments on floors 1 through 19. Adjacent to the building on the north side is a 6 level parking garage with one-hundred eighty nine parking spaces. On the west side of the building at the level of floor 1, there is an outside swimming pool and patio.

The Heritage Board of Directors has officially and publicly adopted the position of full support of Fair Housing Practices and is firmly opposed to any practice of discrimination in the sale of apartments.

Please remember that smoking is not allowed in ANY enclosed common areas, including elevators.

### 1.2 PROCEDURES WHEN BUYING OR LEASING

The Heritage Master Deed states that approval by the Heritage Board of Directors must be obtained before transfer of ownership can take place. This requires that the prospective purchaser appear before the Board prior to the transfer. The application which must be presented to the Board requires considerable effort and time by the purchaser. The Seller and Purchaser should

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<sup>1</sup> Please note the word condominium is commonly used to refer to either a single apartment or the entire Horizontal Property Regime.

<sup>2</sup> The Heritage originally had 97 apartments, but two adjacent apartments were combined on the 9<sup>th</sup> floor so that there are currently 96.

understand that according to the Master Deed the Board of Directors, has thirty (30) days from receipt of this approval application to respond. If it is requested that the approval process be less than thirty days, there is a \$250. processing fee which is due upon submission of the application.

In case you are buying or selling an apartment, *please study Chapter 3 carefully* so that you can turn in your approval application in a timely manner and avoid the late fee, as well as inflicting hardship upon the Board.

Reservation for use of elevator number 1 for move-in and move-out should be made with the Head Doorman as far in advance of the desired move-in date as possible. There is a \$150 fee for each day used.

### **1.3 THE HERITAGE ASSOCIATION AND MANAGEMENT**

The Heritage Association is a non-profit corporation, organized according to the Master Deed under the laws of South Carolina. The Owner or Co-Owners of each apartment in the condominium are members of the Heritage Association, and no other person is entitled to membership. The members elect the Board of Directors and the Board elects the Officers. The Board of Directors are responsible for administering the affairs of the Association. Management of The Heritage, including the details of hiring and firing, maintenance, operation, etc. is delegated by contract to a Management Company. The contract is negotiated by the Officers of the Association, so the final responsibility remains with the Officers and The Board of the Association.

The Association is funded by assessments paid by the Co-Owners. Each Co-Owner is required to contribute their pro-rata share as determined by their percentage share in the common elements of the condominium as specified in the Master Deed. The monies received by assessments are used to pay the expenses of management, maintenance, personnel, insurance, repairs, and taxes.

### **1.4 MAINTENANCE, REPAIRS, AND RENOVATION**

With only minor exceptions, maintenance, repairs, and renovation in The Heritage Common Areas are the responsibility of the Association and in the Apartments are the responsibility of the individual homeowner. This means that The Heritage Board of Directors is held accountable for making and executing plans to keep the common areas in good condition with Association funds.

Co-owners of individual apartments bear the burden for planning and executing means to keep their property updated. Somewhat rigid rules must be followed to assure construction meets codes and causes minimal disruption for other residents. Details are presented in Chapter 5.

## **1.5 LIVING AT THE HERITAGE**

Water, sewage, exterminating service, garbage, building insurance, and Basic Cable Vision are contracted for and paid for by the Association. However, it is the responsibility of individual owners of procure and pay for their own electric and telephone service plus property insurance.

There is a Heritage "social" on the 3<sup>rd</sup> Monday of each month at 6:00 pm. There are two other regularly scheduled parties each year; (1) a "pool" party in May to mark the opening of the swimming pool and (2) a "Holiday Party" in December. Participants are encouraged (but not required) to bring a party snack or dish to the socials and parties.

Cats are the only animals permitted in the building or on any part of the premises. No dogs or any other animals are permitted in the building by a co-owner, lessee, or guest. A cat litter disposal container is located in the basement in the service hall near the Maintenance Office and must be used for litter disposal. Cat litter should not under any circumstance be dropped down the trash chute.

## **1.5 DEFINITIONS**

The following terms are used throughout this Handbook with the special meanings given below. Some of the definitions are an abbreviated form of the same term defined in the Master Deed; if any confusion occurs due to this, the correct meaning must be taken as that in the Master Deed.

a.k.a. - Abbreviation for also known as

APARTMENT - A part of the property intended for independent residential use enclosed by the interior surface of the perimeter walls and interior walls, ceilings, and floors of the apartment, and by any doors and windows that are ordinarily regarded as enclosures of space. Excluded are perimeter load bearing walls and interior walls and partitions enclosing the common pipe chases and other common facilities. (a.k.a. unit or condominium.)

ASSOCIATION - The Heritage Association, Inc. This is the corporate form by which the Council of Co-Owners operates the condominium.

BUILDING - The nineteen (19) story plus penthouse structure containing ninety-six (96) apartments that comprises a part of the property.

COMMON ELEMENTS - Those portions of the building not otherwise defined as being part of the ninety-six (96) individual apartments.

LIMITED COMMON ELEMENTS - Those Common Elements which are reserved



for the use of a certain number of Apartments to the exclusion of the other Apartments. For example, the terraces of Apartments 1 A and 1 C and the balconies on the remainder of the floors.

CO-OWNER - A person or couple, a firm, a corporation, a partnership, an association, a trust or legal entity, or any combination thereof, who owns an apartment within the building. A.k.a. owner, homeowner, resident.

CONDOMINIUM OWNERSHIP - The individual ownership of a particular apartment in the building and the common rights to a share, with other co-owners, in the common elements of the property.

COMMON EXPENSES - The expenses for which the apartment co-owners are liable to the Heritage Association for administration, maintenance, insurance, operations, repair, or replacement of the common elements and any valid charge against the Association as a whole. Common Expenses are frequently referred to as Annual Assessments or Regime Fees.

MAJORITY OF CO-OWNERS - Fifty-one (51) percent or more of the basic value of the property. The Master Deed spells out the percentage of the whole property owned by each apartment.

MASTER DEED - means the deed stylizing and recording the Property of the Horizontal Property Regime and all exhibits thereto.

PROPERTY means and includes the Land, the Building, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto.

## CHAPTER 2

# THE HERITAGE CONDOMINIUM

The purpose of this chapter is to help you become acquainted with The Heritage Condominium or Regime. As indicated by the definitions of Section 1.5, The Heritage Condominium consists of two parts; the apartments and the Common Elements. Except for apartments 1A, 1B, and 1C the first five sections of this chapter are concerned with Common Elements or areas. You should learn where the various amenities are located in the Common Areas and become familiar with the guidelines for their use. These guidelines or rules have been developed to assure optimum enjoyment and use by all Co-Owners.

## 2.1 FIRST FLOOR

It is recommended that you first read this Section, and then go to the 1<sup>st</sup> floor and use Figure 1 on page 6 to help you find all of the items listed below. If you have any difficulties, the Doorman should be able to help you.

- (1) The *front entry* is at the center of the large glass area. On the outside you will find a keypad and voice box. Whenever the Doorman is not at his station and you can't get his attention on the voice box, simply key in the combination to unlock the door and let yourself in.
- (2) The *Doorman's office* contains files and forms that are in the care of the Doorman. All of the forms in the appendixes of this handbook are available here plus authorization to hold mail forms and others. The microphone for the condominium loud speaker system, a locked box containing access keys for all common element rooms and apartments, a time card punch system, and The Heritage emergency fire pull alarm system source indicators are located in the Doorman's office. When packages are delivered for residents they are stored here until the resident picks them up.
- (3) The *Doorman's station* is designed to furnish the Doormen everything needed to control access at all entrances from the station. One-way visual communication is provided via cameras and two-way audio by voice boxes. Doors can be unlocked and garage doors opened. Add the cordless telephone plus the duties of the Doorman listed in Appendix 5 and it should be evident that this is a full time job. Residents accessing or sitting in the lobby should not interfere with the responsibilities of the Doormen. The Doorman's Station also contains a slot for no stamp direct mail to the Management Company. Many residents consider this a convenient way to send their monthly Regime fee.
- (4) The Board Room is located on the west side of the lobby entrance. It houses the Board files and records and has the President of the Board's telephone (803-799-9904) with voice mail. There is also provision to hang coats for guests when functions are held in the 1<sup>st</sup> floor entertainment rooms.

PARKING GARAGE

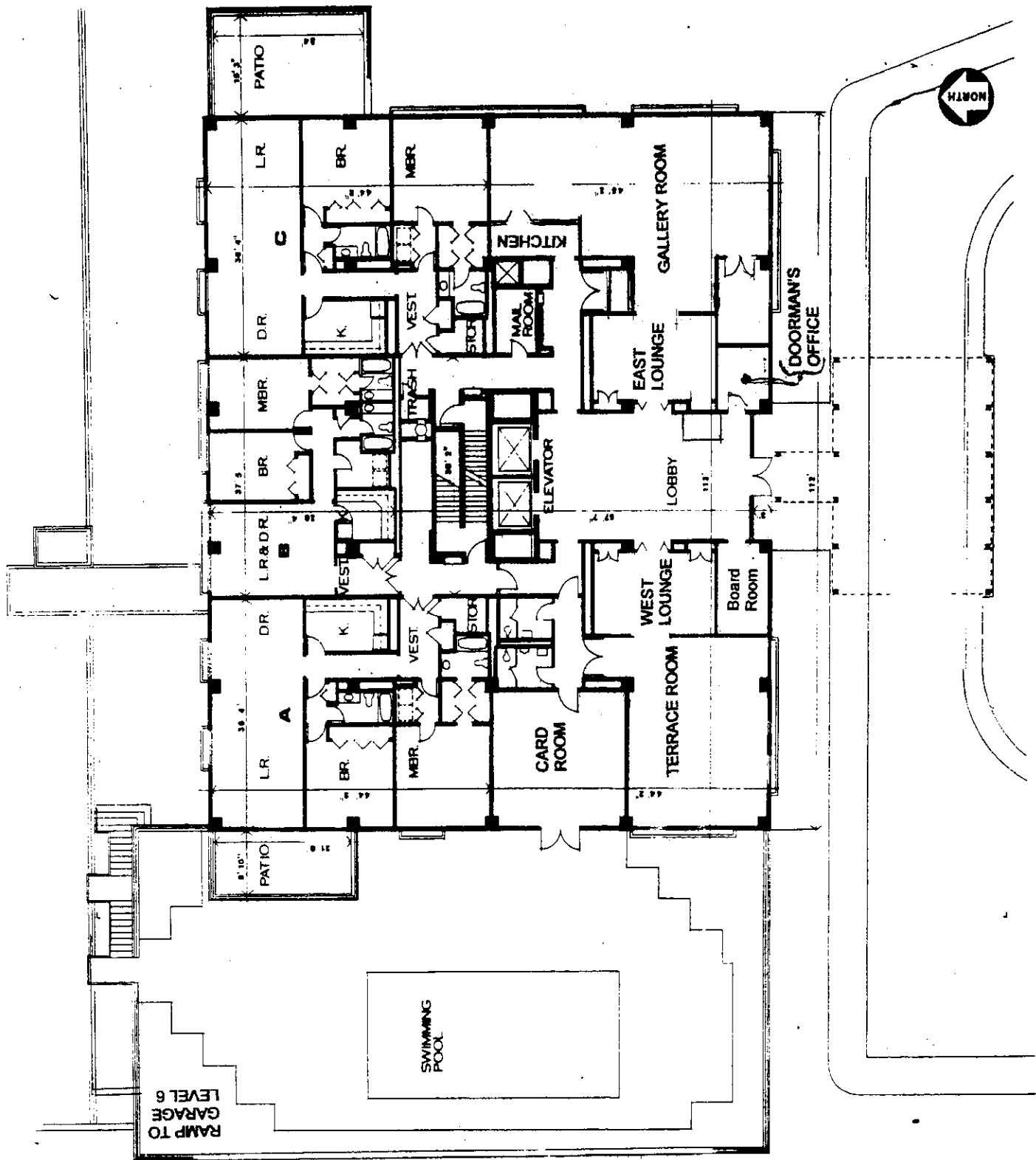


Figure 1. First (Ground) Floor Plan

- (5) The *East Lounge* and *West Lounge* are located across the lobby from each other. They are convenient places to wait for and meet with visitors.
- (6) *Elevator 1* and *Elevator 2* are the most used part of the common elements of the building. The elevator on the west side (number 1) is used for both freight and passengers. It has a higher ceiling and must be padded to prevent damage to its walls when used as a freight elevator. It must be reserved with the Head Doorman before being used for freight. When the elevator is reserved for moving by one co-owner, other co-owners are requested to respect this reservation and not use this elevator as it only delays and impedes the move-in or move-out process. The east (number 2) elevator should never be used for moving freight.
- Holding an elevator while engaged in conversation is inconsiderate to other owners and prohibited. Owner's responsibility for use of the elevator by their contractors is outlined in Section 5.2(6) and Appendix 10 of this book.
- Unfortunately, elevators occasionally malfunction with the result that a person or people are "stuck" between floors. If this should happen to you, **STAY CALM** because you are NOT in danger! To get help, press the button at the bottom center of the control panel, which is labeled **PRESS TO TALK**. The lobby telephone will ring and the doorman should answer. Identify yourself and tell him which floor you believe you are on. The doorman will advise you of the action you should take. If someone is waiting for you, request that the doorman make any necessary calls for you. You will be safe!
- (7) The *mailboxes* should be both unlocked and locked using a key (rather than slamming the door shut). Directly across from the mailboxes is a *bulletin board*. There is also a trash can for "junk mail".
- (8) The *East Stairwell, floor 1*, is around the corner from the mailboxes. There are two stairwells on each floor except the basement, one east and one west.
- (9) *Private Door to Apartment 1 C*.
- (10) The *Kitchen* is a part of the entertainment rooms and is frequently used during events by caterers.
- (11) The *Gallery Room* is one of the four entertainment rooms. It is near the kitchen, has a bar with glassware, is large (Its Fire Safety Code limit is 114 people) and is easily accessible.
- (12) The *West Stairwell, floor 1*, is around the corner from the elevators.
- (13) *Private Doors to Apartments 1 A and 1 B*.
- (14) The *Public Rest Rooms* are primarily used when there are visitors in the Card, Terrace, or Gallery Rooms.
- (15) The *Card Room* is furnished with four card tables and matching chairs. Its Fire Safety Code limit is 57 people.
- (16) The *Terrace Room* is furnished with plush sitting room type furniture. Its Fire Safety Code limit is 57 people.
- (17) The *Swimming Pool and Patio* can be accessed from either the Card Room or Terrace Room. However, when in swimming attire, access is permitted

only via the basement. See Section 2.4.

## 2.2 BASEMENT

Figure 2 is a floor plan for the basement and it is recommended that you read this Section and then use Figure 2 to help you locate the rooms listed below. However, before you start your tour of the basement you will need to know the combinations for locks on doors to rooms preceded by C. This information should be furnished during your interview for approval and you are asked to be very selective in giving these codes to other people. Furthermore, entry to the Wine Cellar and Hobby Shop will require that you sign for a temporary key K from the doorman which must be returned immediately after their use.

- (1) *Elevators Number 1 and 2* were introduced in Section 2.1 (5).
- (2) The *Service Hallway* (east side hall) leads to the *Service Entrance*. Residents are asked to deposit trash and garbage in this hallway if (but only if) it is unsuitable for the trash chute. See Section 6.7.3. (It must be placed next to the wall so that it doesn't block the hallway or any doors.) There is also a can used for disposal of cat litter.  
The *Service Entrance* is the building access for contractors, service personnel, laundry delivery, vendors, etc. There is a camera in the service alley and a voice box on the outside wall next to the door. Use the voice box to request the doorman to unlock the *Service Door* so you can gain entry.
- (3) *C The East Stairwell, Basement* is the only stairwell in the basement.
- (4) *C The Owners Storage Room* door is located at the end of the elevator hall. The light switch is in the hall, and is lit when lights in the room are off. Each apartment is assigned a storage bin for exclusive use by that owner (Limited Common Area). Items are to be stored inside the bins only. Under no circumstances are items to be stored in the aisles or entrance way. Storage of items in the bin must be at least 18 inches from the sprinkler heads and 3 feet from all electrical panels and lights. Combustible and flammable materials must not be stored in this room. Please turn off lights as you leave the room.
- (5) *K The Hobby Shop* is adjacent to the Owner's Storage Room and is available to all Owners. For safety reasons, this facility door must be locked when not in use. The Head Doorman will issue you a permanent key upon request.  
Children under the age of 16 are allowed to use this facility ONLY when accompanied by an adult resident of The Heritage. The Heritage Association accepts no liability for anyone injured while using this facility, nor for the loss of supplies, equipment or tools stored therein. See Appendix One for Hobby Shop Rules.
- (6) The *Rest Room* located across the hall and around the corner from the elevators is Handicap Accessible and designated for employees, contractors, and vendors of both sexes.
- (7) An individual wishing to utilize the *K Wine Cellar* should purchase their own

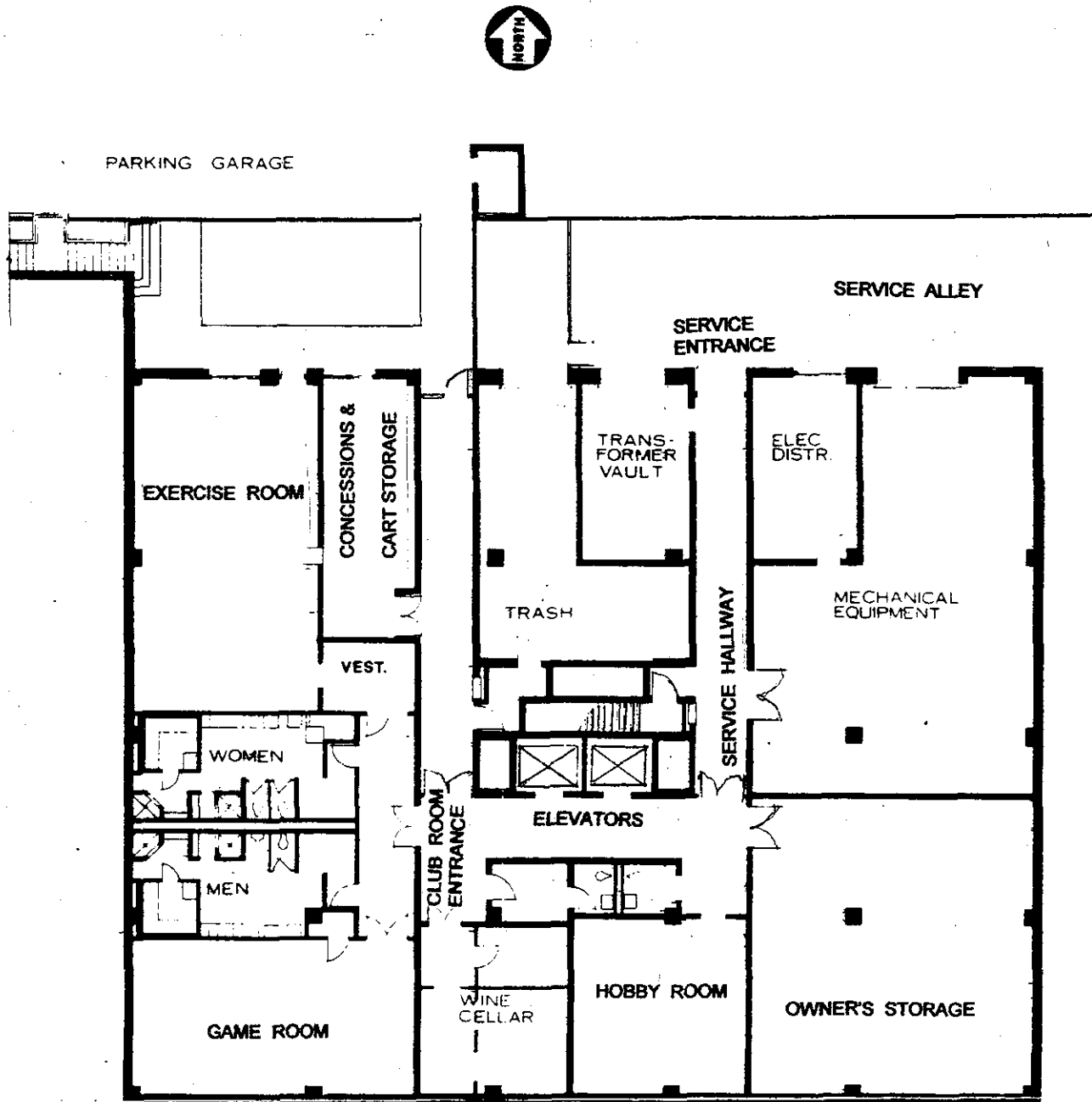


Figure 2. Basement Floor Plan

cabinet or storage rack so their stock of wines may be individually secured within the room. An access key may be purchased from the Head Doorman for a nominal fee. The Heritage accepts no responsibility for wines stored in the Cellar.

Nothing other than wine is to be stored in the Wine Cellar.

- (8) C The *Club Rooms* label is on the door at the west end of the elevator hall and contains the facilities listed below.
- The *Game Room* is located at the left end of the hall upon entering the Club Room door. It contains a pool table, ping pong table, and shuffle board table.
  - Doors to the *Men's and Ladies Rest Rooms* are directly across the hall upon entrance to the Club Room door. Each rest room is equipped with a sauna for the use of Owners and their guests. Operating instructions are posted in the facilities.
  - The *Exercise Room* is located to the right end of the hall upon entering the Game Room door.. This facility is well equipped and widely used. Please heed all posted instruction in this room.
- (9) The *Concession and Cart Storage Room* is located between the Club Room Door and Rear Exit/Entrance Door. Valet carts and shopping carts are available for Owner's use in loading and unloading vehicles. The carts are to be returned to the room immediately after use so they will be available for others. Under no circumstances are these carts to be left in the hallways, elevators, parking garage or other common areas. A snack machine, cold drinks machine, and money change machine are also located in this room.
- (10) There is a *Bulletin Board* on the left wall just before the *Entrance/Exit Door* to Parking Garage. Just outside the Entrance/Exit Door is a keypad to enter the combination to unlock the door. Next to the keypad is a voice box to communicate with the Doorman. Several feet inside the door in the ceiling is a security camera which allows the Doorman to view anyone outside the door or entering the door.

## 2.3 GARAGE AND OTHER PARKING

The parking garage is a six level parking facility containing one-hundred-eighty-nine (189) parking spaces. Levels one through four are covered parking floors and contain the reserved or assigned parking spaces<sup>3</sup> owned by the Co-Owners of the 96 different apartments. Levels five and six are open parking levels with no assigned or reserved parking spaces. These two levels are for overflow parking, visitors or guests, employees, etc. Owners should remind guests or visitors not to park in assigned spaces and should instruct them on the procedure for gaining admission into the garage. Employees vehicles are not allowed to park on the elevator side of the sixth level.

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<sup>3</sup> The reserved or assigned parking spaces are Limited Common Elements.

Temporary parking near the elevator on level 4 for loading and unloading vehicles is permissible, but vehicles are to be moved immediately upon completion of loading/unloading. Under no circumstances should an unattended vehicle be parked in this area.

Access to levels 2, 4, and 6 is available by an elevator. Stairwells at the east and west ends of the garage allow access to all levels. You are specifically requested to use the stairs instead of the ramp to go between levels 4 and 5 or 5 and 6 due to the danger of slipping and falling.

Garage access from Gregg Street (level 1) is controlled by a remote opener (called a Clik Card) which can be obtained from the previous owner or purchased from the management company. **To exit the garage**, approach the exit gate on level 2 to within about 2-3 feet and the gate will open. On level 1 there are switches located on the stairwell wall that can be used to open and close the entrance gate. Similarly, on level 2 there are switches located on the stairwell wall that can be used to open or close the exit gate.

The recycle bins are located on level 2 on the Gregg Street wall between the exit gate and stairwell.

To enhance the security of the garage, security cameras have been installed at the entrance and are monitored by the doormen (See also Section 6.14). Upon entering and exiting the garage, the gate will remain open for 17 seconds. Residents are requested to remain in the gate area until the gate closes to prevent unauthorized entrance to the garage.

Storage of items in the garage is discouraged. Storage of utility carts, etc should be arranged so they do not in any way encroach on other owners parking area. Storage of boats, recreation vehicles, trailers, etc., is not allowed. Only passenger vehicles with current registration and tags are allowed.

The garage is not to be used as a playground in any fashion. Skating or skateboarding in the garage is not allowed.

### **2.3.1 OTHER PARKING**

For the purposes of this section, parking is defined as leaving the vehicle unattended or stopped for long periods of time, even if attended.

Parking in the front circle driveway is not allowed at any time.

The area under the canopy is for unloading packages and guests and not for parking. Under no circumstances should the car be stopped so as to block through traffic in the drive or under the canopy.



The four parking spaces located in the front drive are for guests only. Owners are not to use these spaces at all, even briefly. Overnight guests should use the parking garage and leave these four spaces available for short term visitors. See Appendix Two for a copy of the handout "Visitor Parking in The Heritage Garage" which is available from the doormen.

Under extenuating circumstances owners or visitors may be allowed to use The Heritage "Homeowner Visitor" street parking tags for a short time. These need to be returned to the doorman when leaving the street parking space.

Vans and delivery trucks should not use the front parking area. They are to be directed to the service entrance for all deliveries. No deliveries of furniture, heavy objects, cleaning equipment, etc. are to be made through the main lobby due to the unsightly appearance of such deliveries and the possibility of damage to the marble floor.

### **2.3.2 SERVICE ENTRANCE PARKING**

On scheduled trash pickup days, no parking of any kind is allowed in the service entrance drive until after the city truck has completed pickup of trash. This applies to moving vans as well as ALL other vehicles.

On days of a scheduled move in or move out, the moving van has precedence over all other parking in the service entrance driveway except as noted in the above paragraph.

Temporary parking is authorized at the service entrance ONLY for unloading and loading of vehicles. Vehicles are not to be left blocking the entrance. Items are to be loaded or unloaded and the vehicle immediately moved to the street or parking garage. This area must be cleared for other delivery vehicles.

Arrangements for parking of contractor vehicles are to be made by the owner having the work done. Temporary visitor passes should be used for these vehicles to be parked on the street.

## **2.4 SWIMMING POOL**

**USE OF THE POOL IS AT THE SWIMMER'S OWN RISK - THE HERITAGE ASSOCIATION SHALL NOT BE RESPONSIBLE FOR INDIVIDUALS USING THE POOL FACILITIES**

The Heritage swimming pool is required to meet the South Carolina Department of Health and Environmental Control (DHEC) Standards since it is used by more than one family. These are the same standards required of public and motel/hotel swimming pools. This requires a daily test of chemicals to ensure proper balance. The operating rules required by their standards are posted in

large print on the wall next to the pool. It is an individuals responsibility of those using the pool to follow the posted rules.

The pool is scheduled to open on May 15<sup>th</sup> for swimming and closed for swimming on October 15<sup>th</sup>. The pool closing hours are 12:00 midnight Friday and Saturday nights and 11:00 pm on all other nights. It is a heated pool and the water temperature is heated to 82 degrees F during cool weather. Young children are not allowed in the pool without competent supervision.

Access to the swimming pool in swimming attire is via the basement and either:

- up the steps or
- by the ramp between the end of the 6<sup>th</sup> level of the garage and swimming pool.

No swimming attire is allowed in the Lobby area. Please do **NOT** enter or leave the swimming pool area through the Terrace Room or the Card Room **IN SWIMMING ATTIRE**. Dry off completely before entering the building or elevator.

The swimming pool is for the exclusive use of the Co-Owners of the Heritage and their guests. Guests must be accompanied by the Owner, who will be held responsible for their actions. No lifeguards are on duty at the pool. Loud noises and running are not permitted in the pool area.

Do not remove the floating life line when others are swimming in the pool - removal of this line is a DHEC violation and could result in closing of the pool. If you swim laps, please put the line back in place before leaving the pool area.

## **2.5 PENTHOUSE**

Figure 3 is the floor plan for the Penthouse and Cooling Tower. You will need a key for entry to the Penthouse which you may sign out from the Doorman.

There is no elevator service to the Penthouse. Use the stairs on the east side of floor 19 and go to the top of the stairs. (The landing and stairs are carpeted.) You are in the hall at the top of the stairs which runs north-south. Turn right (north), unlock and enter the Ante-Room door. Doors to the ladies and men's rest rooms are on the right hand (east) wall. Exit the Ante-Room and enter the Club Room which is approximately 20 feet x 44 feet. The Penthouse Fire Safety Code Limit is 97 people. The 44 foot length faces west. At the south end is entrance to the Bar/Kitchen area. Note that you could have entered the Bar/Kitchen Room from the south end of the hall via the door at the west end of the bar. Be sure to turn off all lights and lock doors as you leave and return the key to the Doorman immediately.

If you had used the stairs on the west side of floor 19, you would have reached doors to the Cooling Tower and associated equipment. (All doors are locked and access is for authorized personnel only.) You also could have entered the

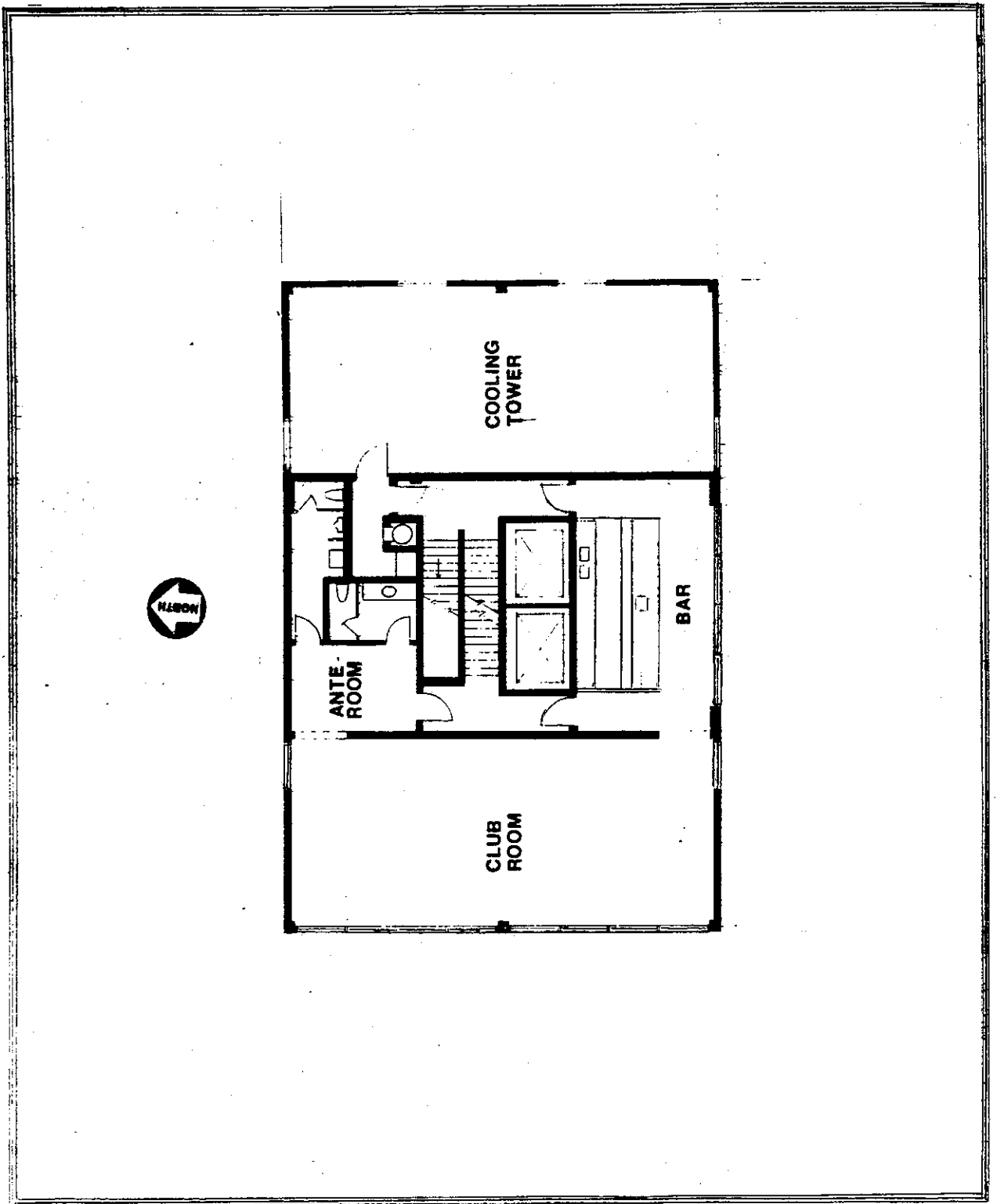


Figure 3. Penthouse and Main Roof Plan

Bar/Kitchen area from these stairs via the door at the east end of the bar.

## **2.6 FLOOR LAYOUTS AND APARTMENT DESIGNS**

The purpose of this section is to present “general descriptions” of the remainder of the Heritage Building. Floors 2-19 of The Heritage Building were initially constructed according to the plans shown in Figures 4, 5, and 6, resulting in 94 apartments, all with outside balconies. There are also three 2-bedroom apartments on floor 1 as shown in Figure 1 so that The Heritage was originally planned to have 97 apartments. During the years since then:

- Two apartments on floor 9 were combined so that the total number of apartments is 96.
- Numerous apartments have had renovations with something between minor and total change to the floor plans. Therefore many floor plans now are different from those shown in the above plans. However, the total areas of individual apartments are the same as they were originally (except for the combined apartment as noted above.)
- No changes have been allowed which might change the structural integrity of the building.

In summary, the plans show:

- eleven floors composed entirely of 2-bedroom apartments with six per floor,
- four floors composed of four 3-bedroom apartments plus one 2-bedroom apartment (and thus five apartments per floor,) and
- two floors with four 4-bedroom apartments.

Even though significant changes have been made, these plans still provide a “starting point” for recognizing the large quantity and varied types of housing available at The Heritage.

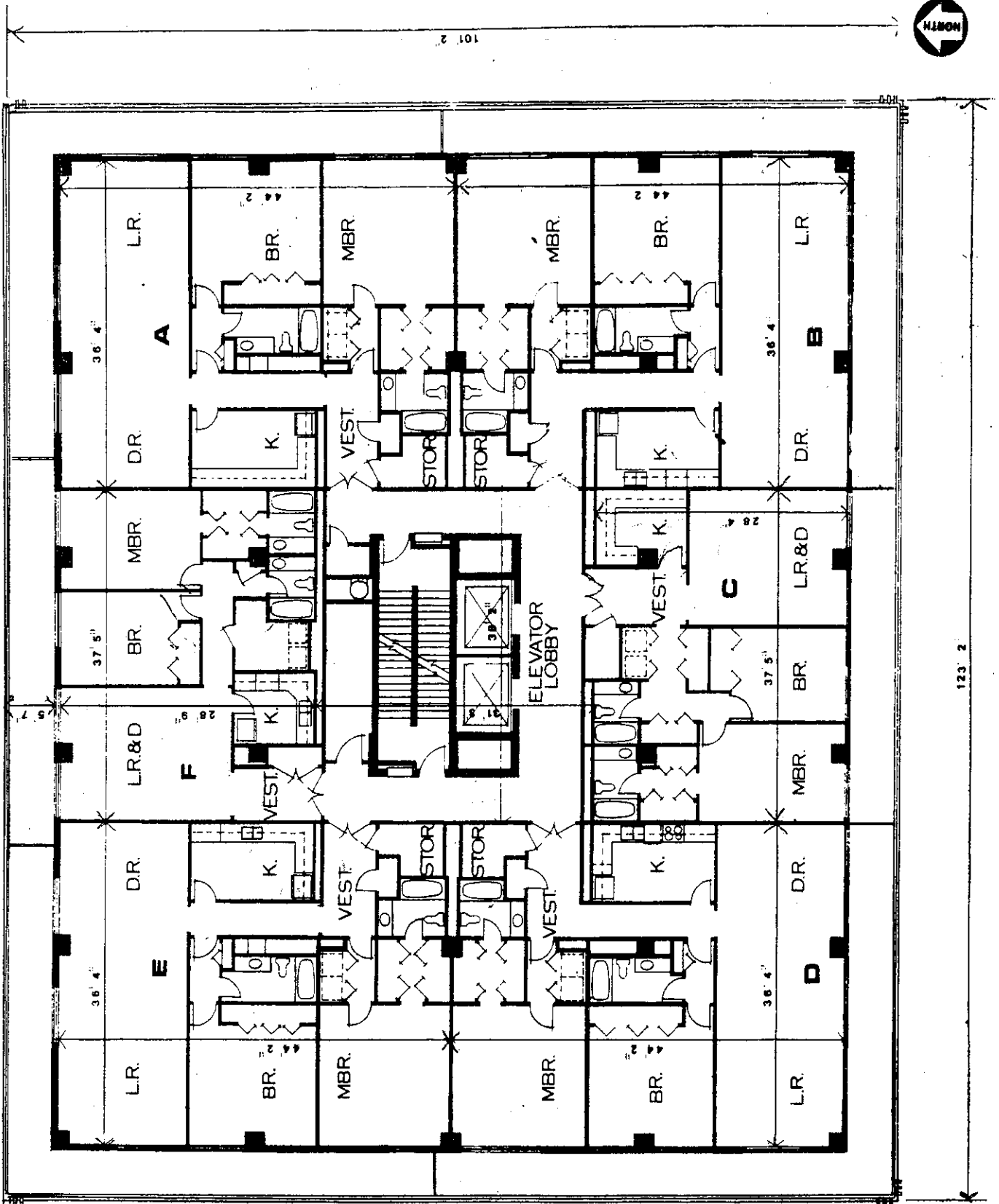


Figure 4. Floor Plan for 2<sup>nd</sup> Thru 9<sup>th</sup> Plus 12<sup>th</sup>, 14<sup>th</sup>, and 15<sup>th</sup> Floors  
Six 2-Bedroom Apartments Per Floor

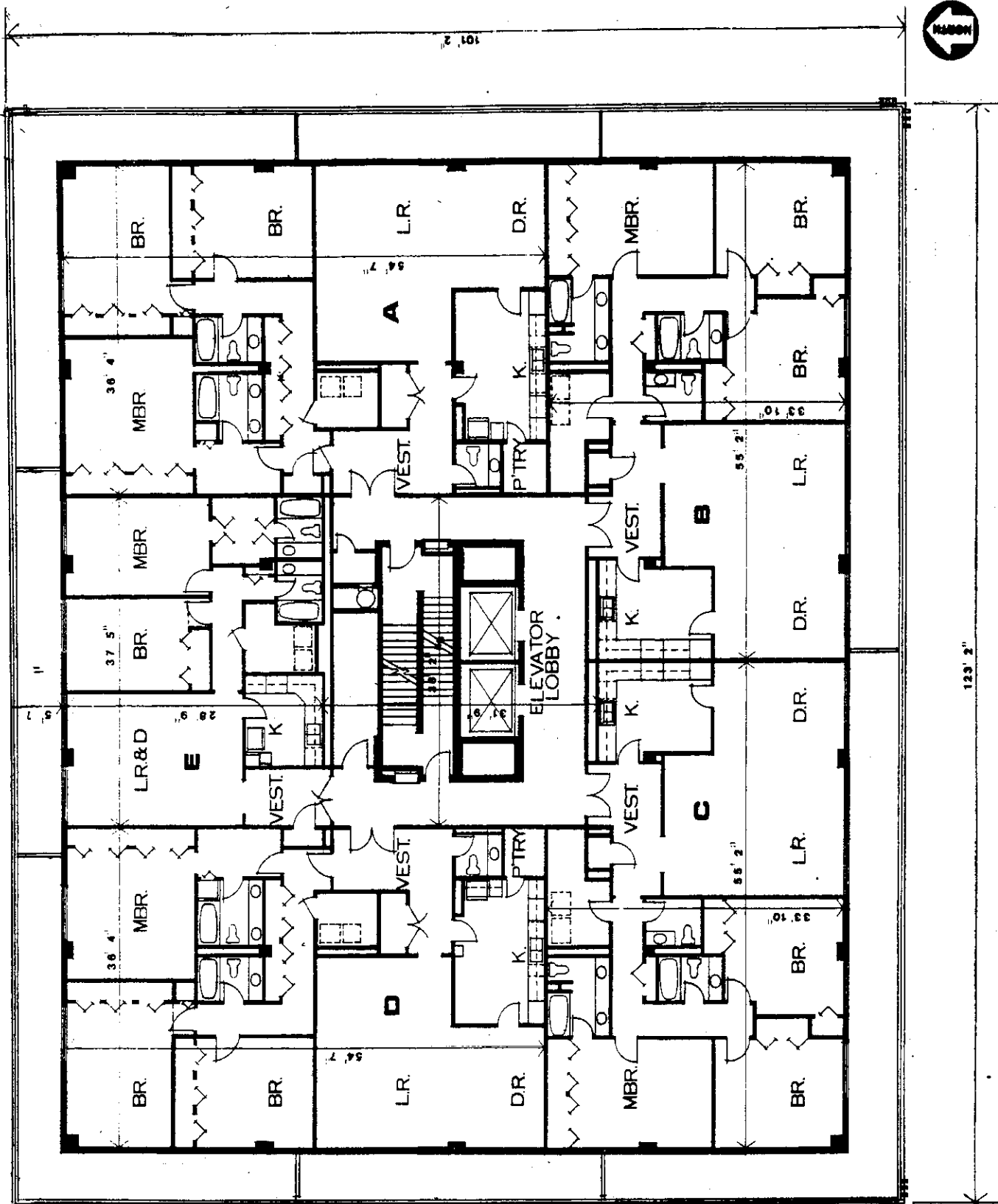


Figure 5. Floor Plan for 10<sup>th</sup>, 11<sup>th</sup>, 16<sup>th</sup>, and 17<sup>th</sup> Floors  
 Four 3-Bedroom Apartments plus One 2-Bedroom Apartments Per Floor

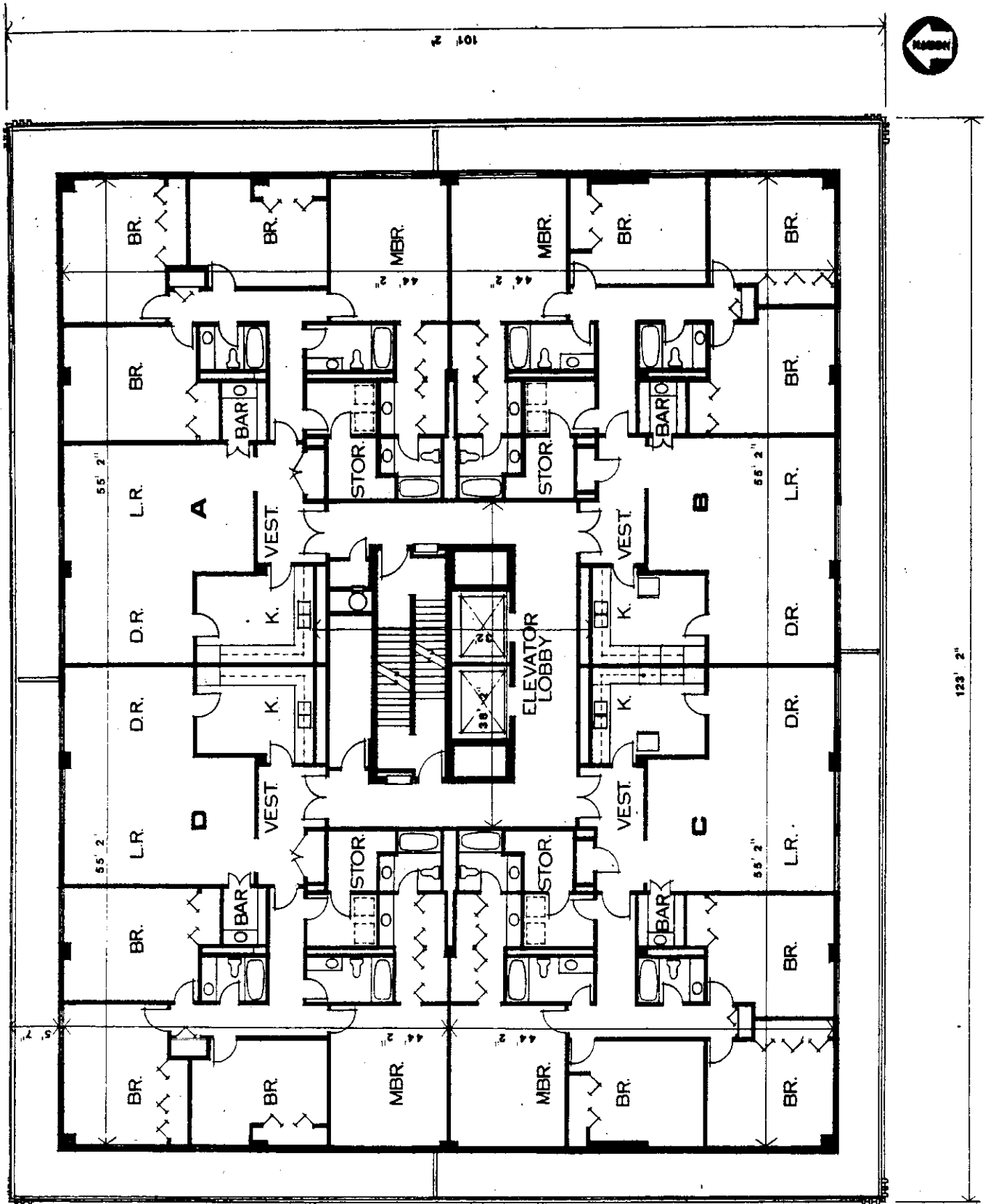


Figure 6. Floor Plan for 18<sup>th</sup> and 19<sup>th</sup> Floors  
Four 4-Bedroom Apartments per Floor

## CHAPTER 3

# PROCEDURES WHEN BUYING OR LEASING

Appendixes 3 and 4 are copies of "Purchase Approval Application" and "Lease Approval Application" respectively. These forms pertain to the sale or lease of units at The Heritage and constitute a framework for processing requests.

### 3.1 TRANSFER OF OWNERSHIP OF AN APARTMENT

In order to effectively exercise the responsibilities of the Board of Directors regarding the sale of units at The Heritage, the following procedures are to be followed.

- (1) The Owner offers the unit for sale.
- (2) An offer to purchase the unit is made.
- (3) The offer is accepted by the Seller and a contract is executed. However, the actual transfer of ownership cannot proceed until steps (4) - (9) below have been executed and is contingent upon sanction of the sale after the Interview/Orientation meeting with The Heritage Board of Directors.
- (4) An APPLICATION PACKET containing items a - e below must be prepared by the Seller (or Seller's Agent) in cooperation with the Prospective Purchaser.
  - a. Purchase Approval Application.
  - b. A copy of the Sales Contract. (This furnishes information required by the Board because the Master Deed states the Board of Directors has the First Right of Refusal on the sale of ANY unit at The Heritage.)
  - c. A copy of "earnest money" check for at least 5% of the sales price. (Required by the Master Deed.)
  - d. The Purchaser's Resume.
  - e. List of references.
- (5) A complete APPLICATION PACKET must be given to the Heritage Doorman so that he can deliver it to the President of the Board of Directors and meet ALL three (3) of the following time constraints in order to avoid a ~~\$2500.00~~ fee. <sup>450.00</sup>
  - a. It must be received at least thirty (30) days prior to the proposed date of transfer. (Required by the Master Deed.)
  - b. It must be received at least fourteen (14) days prior to the next scheduled meeting of the Board of Directors. (The Board of Directors meet once a month, the 3<sup>rd</sup> Monday at 4:00 pm at The Heritage.)
  - c. The Purchaser must meet with the Board of Directors at its next scheduled meeting for interview/orientation.
- (6) After the APPLICATION PACKET has been received, it will be reviewed to determine if it is complete. If it is not complete, it will be returned to the Owner for corrections or completion and re-submission. If it is complete,



- references will be contacted and the information contained in the application will be used as a framework to conduct the inquiry and process the request.
- (7) The President of the Board will contact the Purchaser and confirm the date and time of the Interview/Orientation with the Purchaser. A copy of the Purchaser's resume and list of references with their comments will be furnished to each member of the Board at least two days in advance of the Board meeting. (This information will be in a numbered package and will be considered confidential. Each numbered package must be returned to the President of the Board at the end of the meeting and accounted for; then shredded.)
- (8) The Interview/Orientation will include at least the following seven items. It is recommended that each item be presented by a different Board Member.
- A. 1. Smoke Free Environment in all enclosed common areas. 2. Pet restrictions on all premises. 3. Invitation to social at 6:00 pm and others.
  - B. 1. The Master Deed prohibits sub-leasing or renting of rooms within an apartment. 2. Extended stay guests who are not listed as occupants are prohibited.
  - C. 1. Elevator reservation for move-in. 2. See Head Doorman to fill out Emergency Numbers, General Access, and Exterminating preference forms.
  - D. 1. Regime Fees. 2. Items to be furnished by Seller.
  - E. 1. Entry to and exit from the garage. 2. Deletion of old owner's Klik Card on day of closing and need to notify Management Company to activate Klik Card that will be used.
  - F. 1. Communicating Emergency/Vital information. 2. Fire 3. Elevator and water leak emergencies.
  - G. 1. Combinations to get doors unlocked. 2. Key access. 3. Common element keys.
- (9) The Purchaser will be dismissed and the Board must approve or disapprove of the sale. The APPLICATION PACKET is then forwarded to the Manager to inform the Seller and Purchaser and for any further action needed.

### 3.1.1 WAIVER OF TIME CONSTRAINTS

Sometimes conditions arise which make it desirable to obtain a waiver on the 30 day time constraint of Section 3.1(5)a. A letter requesting this waiver plus a check for ~~\$500.00~~ <sup>200.00</sup> should be included in the APPLICATION PACKET and a prominent note included on the outside of the Packet to alert the President of the Board of its presence. If the other two constraints of Section 3.1(5) b and c are met, it may be possible to notify the Seller within one day if it is possible to grant the waiver.

If the APPLICATION PACKET is not received at least 14 days before the next scheduled Board meeting, the Interview/Orientation must normally be delayed until the Board meeting in the following month which will mean slightly more than a 30 day period between the receipt of the APPLICATION PACKET and closing.

Under rare extenuating circumstances a special meeting of the Board could be considered, but it would require MORE than the 14 day lead time of Section 3.1(5)b. to arrange it and since at least 5 of the 7 Board members must be present there is no guarantee such a meeting could be arranged. If it is possible to arrange such a waiver, there is a \$250.00 fee and the Purchaser must agree to the time of the special Board meeting for the Interview/Orientation.

### **3.2 LEASE OF AN APARTMENT**

Leases of apartments for time periods less than one year are not considered. If an Owner desires to lease for a period of one year or greater, the procedure of Section 3.1 should be followed with the following changes:

- Sale to lease
- Purchase to lease
- Seller to Lessor
- Transfer of ownership to lease
- Purchaser to Lessee
- Neglect Section (4) b and c

### **3.3 MOVE IN/MOVE OUT PROCEDURES**

Moving in or moving out of the Heritage Building is permitted only between the hours of 8:30 am and 6:00pm on Monday through Friday. No moving shall be permitted on Saturday, Sunday, or holidays, including Christmas Eve, New Year's Eve, and Good Friday. Only the large elevator (No. 1) shall be used for moving. The elevator must be reserved ahead of time with the anticipated date and time of the move by making arrangements with the Head Doorman.

A \$150 user fee must be paid by check to The Heritage Association at the time the elevator is reserved. Payment may be made by dropping the check in the slot in the Doorman's Station or mailing it to:

CMM Realty, Inc.  
1100 Wheat Street  
Columbia, SC 29201  
Phone: (803) 779- 1844

On the day the elevator is reserved for moving, the maintenance staff will install elevator pads to prevent damage to the elevator walls. The maintenance staff will remove the pads at 4:30 pm provided use of the elevator has been completed. If the elevator is still being used at 4:30 pm, the person who reserved the elevator will be responsible for removing the pads. Failure to remove the pads will result in a \$25.00 fee. If the move is not completed by 6:00 pm, it must stop and finish on another day with an additional payment of \$150.00 for the use of the elevator. The \$150.00 fee for each day the elevator is reserved is not refundable and will be placed directly in the Reserves for Deferred Maintenance Account.

## **Memo**

**To:** The Heritage Owners  
**From:** CMM Realty, Inc.  
**Date:** December 27, 2010  
**Re: Deposit for Leases**

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According to the Master Deed, all leases at The Heritage must be for one year. Effective January 1, 2011, the Board of Directors passed a rule that any owner leasing his unit must put down a deposit of \$1000 made payable to The Heritage. If the years lease is fulfilled, it will be returned to the owner, but if the lease is broken then the deposit will be forfeited to The Heritage.

Please file this in your In House Rules & Regulations, Chapter 3, page 21.

If you have any questions, do no hesitate to call 779-1844.

In the event either elevator should become inoperative on the scheduled move in or move out date, every effort will be made to reschedule another date that is convenient to both parties.

When moving in or out, have everything to be moved packed and ready to go so the van can be loaded early. This increases the chance that moving in or out of the Heritage can be accomplished in one day which results in a single \$150.00 fee for the elevator. If you seem to be running a little short on time when moving in, the wise step is to get everything moved into the apartment without regard to proper placement and get it arranged later.

### **3.4 LEASING A PARKING SPACE**

If a Co-Owner wishes to lease or rent a parking space on the first four floors of the parking garage from another Co-Owner who is willing to lease or rent, it is a private and legitimate transaction.

### **3.5 ITEMS TO BE GIVEN NEW OWNER**

A copy of the following documents must be provided to the Purchaser by the Seller prior to the Interview/Orientation meeting.

***MASTER DEED for THE HERITAGE HORIZONTAL PROPERTY REGIME***

Complete with EXHIBITS A, B, C, D, E, and F.

EXHIBIT C lists the undivided percentage interest in Common Elements

EXHIBIT D is the Charter of The Heritage Association, Inc.

EXHIBIT E is the By-Laws of The Heritage Association, Inc.

EXHIBIT F is the Insurance Trust Agreement

***The Heritage Handbook***

***Reserve Fund Plan and Future Projections*** (Current Edition)

Copies of the above three documents may be purchased from the Head Doorman for \$10.00 each.

The Seller should also provide the Purchaser with the following:

Apartment key(s)

Mailbox key(s)

Clik card(s) for the garage

**PLEASE NOTE:** The Clik Card of the former owner will be ***deleted at the end of the day of closing***. The new owner should notify the Management Company (779-1844) and let Management know whether they plan to use the former owner's Clik Card and also if they plan to buy new Clik Cards. The new owner will not have Clik Card entry into the garage until Management has this information and therefore can process the proper code for entrance into the garage.

From time to time you will be furnished the following at no cost:  
***The Heritage Roster*** with apartment numbers and telephone numbers  
***Heritage Newsletters***  
***Annual Audit Report***  
***Annual Budget*** (By December 1<sup>st</sup> for the coming year)  
***Reserve Fund Plan and Future Projections*** (current year)

For your information, the minutes of the previous Board of Directors meeting is placed on the Bulletin Boards.

## **CHAPTER 4**

# **THE HERITAGE ASSOCIATION AND MANAGEMENT**

### **4.1 THE HERITAGE ASSOCIATION, INC.**

According to the Master Deed, The Heritage Condominium (Regime) shall be administered, supervised and managed by a Council of Co-Owners organized as a South Carolina non-profit corporation known as **The Heritage Association, Inc.** The powers and duties of the Association are listed in the Master Deed Exhibit D pages 2-4. As previously stated, the Co-Owner of each apartment in the condominium is a member of the Association, and no other person shall be entitled to membership. The Co-Owner of each apartment has a vote equal to the percentage of their right to share in the common elements of the condominium.

#### **4.11 MEMBERS' MEETINGS**

The Annual Members' Meeting shall be held in the Gallery Room at 8 o'clock pm, Eastern Standard time, on the fourth Monday in March of each year for the purpose of electing Directors and of transacting any other business authorized to be transacted by the Members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding business day.

Special Members' meetings shall be held whenever called by the President or Vice President or by a majority of the board of Directors, and must be called by such officers upon receipt of a written request from Members entitled to cast one-third of the votes of the entire membership.

#### **4.12 CONDUCT OF MEMBERS' MEETINGS**

Precise details for the conduct of meetings are listed in the Master Deed Exhibit E pages 2-4.

### **4.2 BOARD OF DIRECTORS**

The Affairs of the Heritage Association are managed and administered by a seven (7) member Board of directors. Every third year three members instead of two are elected to the Board of Directors at the Annual meeting. The new Board of Directors will elect the officers for that year within ten (10) days after the Annual Members' Meeting.

Regular Meetings of the Board of Directors are held on the third Monday of each month at 4:00 pm. Board meetings are open to any Association member who wants to attend. A member who wants to attend and speak at a meeting shall submit their subject to the President of the Board at least seven days in advance of the meeting to have it placed on the agenda.

Members of the Board are non-paid volunteers. The primary responsibilities of the Board are to:

- (1) maintain, protect, and enhance the assets of the Association.
- (2) provide oversight of the contracted Management Company to assure that excellent day to day operation of the Condominium occurs.
- (3) adopt, promulgate, and enforce the rules and regulations of the Condominium.

At times, conditions may require the Board to make what seems to be an unpopular decision involving a particular problem. However, close scrutiny of the facts involved in the problem will indicate there has been commitment to the above primary responsibilities versus just a popular decision. Remember that each board member is a also Co-Owner and is just as subject to any unpleasant consequences of Board decisions as other Co-Owners.

### **4.3 ASSESSMENTS AND BUDGET**

The Association requires money to pay all the COMMON expenses of the Condominium; that is, water, sewage, basic cable TV, exterminating all units and common areas, building insurance, employees salaries and benefits, maintenance of property and grounds, management fees, pool expenses, elevator maintenance, office and other supplies, gas and electricity for the common areas, replacement of worn out property, and additions to the reserve fund. This funding is obtained from assessment of Co-Owners. Each Co-Owner is required to contribute their pro-rata share of Association expenses which is determined from their percentage share in the common elements of the condominium (as specified in Exhibit C of the Master Deed.) No Co-Owner may be exempted from contributing towards expenses by waiver of the use or enjoyment of the common elements of the Association or by abandonment of the apartment owned.

Assessments are of two different types:

- (1) A fixed monthly payment (sometimes called the "regime fee") which is based on the annual budget and may vary from year to year.
- (2) A "special assessment" required when an unexpected non-budgeted expense occurs.

In an attempt to reduce the number and size of special assessments, the Board has adopted a *Reserve Fund Plan* (based on a thirty year cycle) to better meet the current and future funding needs of the Heritage Association. The *Reserve*

*Fund Plan* allows the Annual Budget to be considered as being composed of two categories:

- (a) Operating expenses, consisting of salaries of personnel (doormen, janitorial, maintenance), utilities (electric, gas, water, sewer), other (elevator, pest control, pool expenses, management fee, insurance, contributions to the reserve fund).
- (b) Funding for deferred or periodic maintenance which occurs at times in excess of one year, and upgrades or replacement of common inventory items. These expenses are paid with monies withdrawn from the reserve fund.

Estimates of the Operating expenses (item a) can be obtained by reviewing previous years expenses and estimating changes due to inflation and interest rates. The annual funding under item b varies widely during the 30 year cycle depending upon which items require maintenance plus the level of maintenance needed and which items need replacing or upgrading and their cost. A fully funded reserve would have sufficient funds to satisfy item (b) for the entire 30 years<sup>4</sup>. When the Reserve Fund is fully funded, constant annual contributions will maintain its fully funded status and no contribution is required to increase the size of the reserve fund. Thus the status of "fully funded Reserve Fund" will decrease the amount of the annual assessment.

Please note that even though the Reserve Fund Plan significantly decreases the probability of special assessments, events can (and more likely than not will) occur which require that a special assessment will be necessary.

#### **4.3.1 ADOPTING THE BUDGET**

The Budget and Reserve Fund Committee reviews the *Reserve Fund Plan and Future Projections* each quarter and recommends needed changes to the Board of Directors for its consideration. In the fall of each year the Board receives from the Budget and Reserve Fund Committee its recommended changes, additions and deletions to the budget for the coming year. Using this information the Board adopts a budget for the calendar year which includes the estimated funds required for the coming year to pay the common expenses and the required additions to the Reserve Fund.

#### **4.3.2 SETTING AND PAYING ASSESSMENTS**

After the budget is adopted, the assessment for each apartment is determined and is furnished to each Co-Owner on or before December 1<sup>st</sup> preceding the year for which the budget is adopted. If it should become necessary to amend the budget, a copy of the amended budget will be furnished to each Co-Owner.

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<sup>4</sup> This could change slightly over time due to changes in inflation or interest rates.



The Annual Assessments are due in 12 equal installments from each Co-Owner on the first day of each month and considered delinquent on the tenth day of that month. If the monthly assessment is not received by the 15<sup>th</sup> of that month, there will be a penalty of \$50.00 assessed to that co-owner for each month in default. If a Co-Owner is default in the payment of a monthly assessment, the Association may accelerate the remaining unpaid balance of the annual assessment and require the Co-Owner to pay the balance of the annual assessment in full within twenty (20) days after notification.

At the risk of being redundant, please note again that the Annual Assessments pay for water, sewage, basic cable TV, exterminating all units and common areas, building insurance, employees salaries and benefits, maintenance of property and grounds, management fees, pool expenses, elevator maintenance, office and other supplies, gas and electricity for the common areas, replacement of worn out property, and additions to the reserve fund.

#### **4.4 ASSOCIATION COMMITTEES**

Committees are an important and integral part of The Heritage Association community. Through their committee chairpersons, members of the committees make recommendations to the Board of Directors. The four (4) standing committees and a brief description of their duties are listed below.

- (1) The House Committee will concern itself with the general cleanliness, maintenance, security/safety and environmental condition of the building through monthly or more frequent inspections. The written results of these inspections will be furnished the Board members in the next scheduled meeting.
- (2) The Social Committee sponsors social and civic events for the Association. There is a Heritage "social" on the 3<sup>rd</sup> Monday of each month at 6:00 pm. There are two other regularly scheduled parties each year; (1) a "pool" party in May to mark the opening of the swimming pool and (2) a "Holiday Party" in December. Participants are encouraged (but not required) to bring a party snack or dish to the socials and parties. The Social Committee is responsible for decorating the building and front entrance for the Holiday Season in December.
- (3) The Budget and Reserve Fund Committee consists of five Association members (must include the Board Treasurer) plus the Management Agent. Appointment is by the President for three years replacing at least one member per year. The duties/functions are:
  - (a) Prepare the Annual Budget for Board Approval.
  - (b) Recommend Annual Expenditures to the Board as called for in the ***Reserve Fund Plan and Future Projections***.
  - (c) Review the ***Reserve Fund Plan and Future Projections*** quarterly and make recommended changes as needed to the Board. Update the plan annually.

- (d) Be flexible and prepared to suggest changes to the plan when emergencies and unplanned situations occur.
  - (e) Brief the Co-Owners on the Reserve Fund Plan and Budget as needed and requested by the Board.
- (4) The Fitness Center Committee insures there is adequate and appropriate equipment in the Fitness Room and assures it is properly maintained.

In addition to the standing committees, the Board will appoint ad hoc committees as needed to perform specific tasks, conduct activities, or investigate and make recommendations to the Board about particular issues. There are two "ad hoc standing" committees listed below that are re-appointed as needed for the particular tasks described; when the tasks are completed the committee is dissolved until needed again.

- (1) The Interior Decoration Committee is concerned with the planning and execution of the layout, decoration, and furnishing of the common elements of the building. It is re-activated whenever the reserve fund plan calls for re-furbishing interior portions of the building.
- (2) The Landscaping and Grounds Committee is re-activated periodically to monitor special projects and improvements.

#### **4.5 MANAGEMENT RESPONSIBILITIES**

Since its formation, the Association has elected to contract for management of the daily affairs of the Association. The Manager shall be responsible for implementing the general management policy decisions of the Board of Directors. Management is entitled to exercise its discretion in the details of implementing such policies.

The Manager is accountable to and fills the requests of the Board of Directors, not individual Co-Owners. Written correspondence by Management to individual Co-Owners (other than general management type communication) will be co-signed by the President of the Board.

The Manager shall:

- (1) As a member of the Budget and Reserve Fund Committee, assist in the preparation of an annual operating budget setting forth projected revenues and expenditures for the new accounting year.
- (2) Prepare monthly financial reports and submit these reports to the Board of Directors.
- (3) Maintain all accounting records in a manner that facilitates an annual audit.
- (4) Act as the "Exclusive Collection Agent" for the Association and collect all assessments due to the Association. In the name of the Association, have the authority to bill, request, demand, collect, receive and give receipts for all assessments which are due to the Association.

- (5) Make all required disbursements for the Association when there are bills or disbursement vouchers. Make any budget expenditures as provided in the approved budget at the Manager's discretion. All non-budget expenditures exceeding \$500.00 and variations above the approved budget exceeding \$500.00 will be made only with the approval of the Board of Directors, except in the case of an emergency.
- (6) Prepare payroll checks for all employees whose salaries are reimbursed by the Association.
- (7) Handle correspondence related to financial transactions of the Association.
- (8) Confer with the Board of Directors concerning performance of the Manager's duties when requested. Attend all monthly and called meetings scheduled by the Board.
- (9) Assist the officers of the Board in maintaining records required to be kept by the Association.
- (10) Negotiate maintenance and service contracts on behalf of the Association at the discretion of the Board.
- (11) Assist in preparation and distribution of bulletins to the general membership relating to:
  - the affairs of the Association.
  - new policies approved by the Board of Directors.
- (12) Be responsible for assuring that the grounds and all common elements of the building are properly maintained and repaired.
- (13) Have access at any time (via his designated representative) to all common elements to provide necessary maintenance or repairs. The Manager also has access to each apartment (via his designated representative) at reasonable hours for maintenance, repair, or replacement of any common elements or for emergencies.
- (14) (Consistent with the approved budget,) hire, supervise, pay and discharge all personnel necessary to properly operate and maintain the Association. All such personnel are employees of the Management Company, but are used exclusively for the Association. See Section 4.5.1 below.
- (15) Make quarterly inspections of the Association property and render reports and recommendations to the Board.
- (16) Provide an emergency call system for the Association on a 24 hour, 7 day a week basis.

#### **4.5.1 PERSONNEL REQUIRED**

Consistent with item 14 above, the Manager should employ personnel with the following titles and job descriptions. Detailed descriptions of responsibilities and duties for each job are given in Appendixes 5 - 8.

- (1) Doormen - The Doorman is the first person visitors, etc., meet upon arrival at The Heritage. The Doorman interacts with everyone who lives, visits, or has business in the building. This position requires diplomacy, courtesy, confidentiality, neatness and an ability to tactfully enforce rules and

standards of behavior as outlined by the Board of Directors and Management. The Doormen are the resident's representative at the front door of their home.

The Head Doorman position answers to and is under the direct supervision of Management. The other Doormen are supervised by the Head Doorman and subsequently by Management.

- (2) **Maintenance Supervisor** - Performs managerial duties, coordinates and directs the activities of maintenance and janitorial staff. Prior to repairs or renovations of an apartment he will meet with the Owner and Contractor to review the contract and explain their responsibilities.
- (3) **Maintenance Assistant** - Maintains the yard and garage, tends to trash and recycles, changes common area light bulbs as needed, and waxes and cleans common area floors.
- (4) **Janitor** - (part time) Vacuums common area floors, cleans windows and mirrors in common areas.

## CHAPTER 5

# MAINTENANCE, REPAIRS, AND RENOVATION

### 5.1 MAINTENANCE RESPONSIBILITIES

*The Association is responsible for maintaining in a satisfactory manner all common elements and limited common elements of the Heritage Property except as noted in Sections 5.1.3, 5.1.4 and 5.1.5 below.*

#### 5.1.1 APARTMENT UTILITY DAMAGE DUE TO COMMON AREA FAILURE

The Association is responsible for repairs to damaged utility lines within an individual apartment when the damage was caused by failure of utility lines in the common or limited common areas. (Common and limited common areas are defined in Chapter 1 Section 1.5.)

#### 5.1.2 OWNER'S RESPONSIBILITIES

With the exception of Section 5.1.1 above, maintenance, repair, and renovation of individual apartments are the responsibility of the owner of that apartment.

#### 5.1.3 HALLWAYS ON FLOORS TWO THROUGH NINETEEN

The hallways on floors two through nineteen are common areas but may be painted, wallpapered or otherwise altered if seventy-five (75) percent of the co-owners on that floor are in agreement. This is permissible as long as nothing placed in the hallway obstructs the flow of traffic or interferes with the cleaning of the carpets; e.g., such things as throw rugs in front of the apartment door or a runner down the hallway. New carpet and wall painting or wallpapering in these hallways will be paid for by the Association at the time but only to the extent allowed in the Reserve Fund Plan. For times or amounts other than those listed in the Reserve Fund Plan, Co-Owners on the Hallway are responsible for these expenses.

#### 5.1.4 EXTERNAL APPEARANCE OF BUILDING

The external appearance of the building may not be changed without the written approval of the Board of Directors. Specifically, no signs, advertisements, or lettering shall be exhibited or affixed to the inside or outside on the property by any co-owner, lessee, or guest. Co-owners are not to paint or otherwise decorate or change the appearance of any portion of the exterior of the building. Exception: the floor surface of balconies and terraces may be carpeted. However, the Board has learned from past experience that when carpeting is

## 5.15 BALCONIES AND TERRACES

**All planters on the balconies and terraces must have saucers under them to catch any excess water leaking after watering. This is necessary so that water from the plant's soil does not run off the balcony down the sides of the building causing dirty streaks down the building.**

added to the balcony floors, it will increase the possibility of water coming into the apartment under the sliding glass doors during a blowing rainstorm. See Chapter 6 Section 6.2.1.

### **5.1.5 BALCONIES AND TERRACES**

The surfaces of balconies and terraces, that is, walls, railings, floors and overheads (but excluding doors and carpeted floors), will be maintained by the Heritage Association or contract personnel. (This is in accordance with Section 5.1 above except for the exclusions)

Although the Master Deed states that the balcony or terrace **DOORS** to each apartment are part of the limited common areas, it has been interpreted as meaning only that individual owners cannot put in different type doors that change the outside appearance of the building. From the beginning, all owners who have repaired their doors or replaced glass in their doors have done it at their own expense.

### **5.16 MAINTENANCE OF STRUCTURAL INTEGRITY**

No alterations, modifications or improvement shall be made to the building that might have a negative effect on the structural soundness of the building or jeopardize the safety of any co-owner. Modifications or improvements as used here includes additions to or removal of any portion of the building.

## **5.2 RULES AND REGULATIONS FOR CONSTRUCTION**

There are requirements that all contractors and vendors must follow when performing maintenance, making repairs, or renovating an apartment for an individual apartment owner. These requirements are listed here to provide a clear understanding of what is expected of owners and their employees while maintenance, repairs, or renovations are being performed.

- (1) All contractors must register daily with the doorman before beginning any work or making deliveries to any unit or any part of the building. On the first day that work is to begin, a badge will be issued to the contractor and each of his employees. The badges are to be worn at all times while working in the Heritage. Notify the doorman daily when departing the building so the contractors log can be maintained. On the last day of work the badge or badges must be returned to the doorman on duty.
- (2) Work that produces noise from tasks such as drilling, sawing hammering and the like is allowed only during the hours of 8:30 am to 5:30 pm Monday through Friday. Only work that creates no noise is permitted on Saturdays. Only emergency work of any kind is permitted on Sundays.
- (3) No contractors, their employees or vendors may use any of the common

## **Memo**

**To:** The Heritage Residents  
**From:** CMM Realty, Inc.  
**Date:** February 21, 2013  
**Re:** **Owner's Handbook**

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At the February 18, 2013 Board Meeting, the Board of Directors voted and approved a change regarding the length of time permitted for Repairs and Renovations in the building. In your Owner's Handbook please insert the following change on page 33 #10:

*If you are planning to repair or renovate your unit and you believe it will take close to 9 months, you should have all your plans in order and make sure your contractor will be able to complete the renovations within the nine month's period. If renovations should take longer than nine months from the beginning date, excluding asbestos abatement, there will be a penalty assessed of \$50 per day for the 1<sup>st</sup> 20 eligible business days, then \$75 per day for the 1<sup>st</sup> 20 eligible business days and \$100 per day thereafter. If the owner anticipates completion not to occur within the 9 month period, he is to present expected completion date and come to the Board Meeting.*



area facilities except the restroom on the basement floor around the corner from the elevators next to the Hobby Room.

- (4) Smoking is not permitted in ANY of the common areas of the building. This includes the elevators, the lobby and adjacent room, and the basement, etc. Those wishing to smoke may go to the fourth floor of the parking garage next to the elevator.
- (5) The Heritage trash dumpster cannot be used by contractors and vendors for their debris. Contractors and vendors must take all trash and construction debris with them and it must be removed daily from the common areas. Pick up nails and all other debris that can damage car tires.
- (6) Utmost care must be exercised when using the elevator. (See Appendix 10 CONTRACTOR AGREEMENT under ELEVATORS.) Elevator number one is the only one to be used to transport building materials or remove trash and debris. Elevator number one is padded during the working hours of Monday through Friday. No construction materials can be delivered to the building after 4:00 pm Monday through Friday because the padding is removed at 4:30 pm. All building materials must be carried or rolled across the floors. Care must be taken at all times to protect and prevent damage to the walls and floors.
- (7) The service door to the alley on Gregg Street must stay closed at all times except when building materials, furniture, or household objects are being moved in or out of the building.
- (8) Contractors and their employees must enter through the service entrance off the alley on Gregg street. The main entrance cannot be used.
- (9) The owner is responsible to the Association for any damage caused by construction actions. Any expense to the Association caused by such construction actions will be billed to the owner. The Heritage Association reserves the right to place restrictions on a contractor or prohibit a contractor from working in the building or entering the premises, if the contractor demonstrates a disregard for these requirements or operates in an irresponsible manner, contrary to the Heritage Association's policy.
- (10) ~~If you are planning to repair or renovate your apartment and you believe it will take close to six months, you should have all your plans in order and make sure your contractor will be able to complete the renovations within the six month's period. If the renovations should take longer than six months from the beginning date there will be a penalty assessed of \$500.00 per day for each day over the six month period.~~

### 5.3 SEQUENCE OF STEPS TO REPAIR OR RENOVATE

1. Owner submits a REQUEST TO REPAIR<sup>5</sup> notice to the Maintenance Supervisor which includes an itemization of the proposed improvements and a copy of the City of Columbia Building Permit. If the plans include only painting or flooring replacement the City of Columbia Building Permit is not necessary.
2. If the plans are approved, the Maintenance Supervisor sends the approved REQUEST TO REPAIR form and a copy of the CONTRACTOR AGREEMENT<sup>6</sup> to the Owner. Owner should send the CONTRACTOR AGREEMENT to the Contractor for review in preparation of the Pre-Construction Meeting.
3. Owner arranges a Pre-Construction meeting with him/herself, the Contractor, and the Maintenance Supervisor.  
**At the Pre-Construction Meeting:**
  - A. Owner brings Approved REQUEST TO REPAIR notice.
  - B. Contractor brings the deposit in the amount required in the CONTRACTOR AGREEMENT.
  - C. Maintenance Supervisor brings the original CONTRACTOR AGREEMENT form to be signed by the Owner, Contractor, and Maintenance Supervisor. (The CONTRACTOR AGREEMENT will specify all the requirements of Contractor.)
  - D. Discussion at this meeting is to be centered around the CONTRACTOR AGREEMENT and what is expected by the Contractor.
4. After the Pre-Construction meeting, the Maintenance Supervisor sends the following to the Management Company for issuance of The Heritage Repair-Renovation Building Permit.
  - A. Approved REQUEST TO REPAIR notice.
  - B. Deposit from Contractor.
  - C. Contractor Agreement signed by all parties.
  - D. Specified color of permit (this color will coincide with color badges issued to the sub-contractors by the Doormen). The designated color must be known in order to print the permit. **NO WORK CAN BEGIN UNTIL THE HERITAGE BUILDING PERMIT IS POSTED AT THE FRONT DOOR OF THE UNIT.**
5. The Management Company sends The Heritage Repairs/Renovation Permit to the Contractor with a copy to the Maintenance Supervisor.
6. The Maintenance Supervisor advises the doormen which color badges to issue.

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<sup>5</sup> See Appendix 9 for a sample copy of REQUEST TO REPAIR form.

<sup>6</sup> See Appendix 10 for a sample copy of CONTRACTOR AGREEMENT form.

## **5.4 POTENTIAL SERVICE PROVIDERS AND CONTRACTORS**

A list of service companies who have been employed by owners is maintained in the Doorman's Office for the Co-Owners convenience. The Association does not endorse these companies and assumes no responsibility for use of them by owners.

Employees of the CMM Realty, Inc. who work in The Heritage are not allowed to work for individual Co-Owners at The Heritage under any circumstances. If an employee should work for a Co-Owner he is subject to being fired from his job.

## CHAPTER 6

# LIVING AT THE HERITAGE

Daily living at The Heritage requires performing most of the same tasks as living anywhere else. However, some tasks are made easier and more pleasant when living here because as a Co-Owner or resident of The Heritage you have both a private home and access to the amenities of common elements. For example, previous chapters have indicated:

- Where to pick up mail without going outside in the cold, heat, rain or snow.
- Cars are parked in a covered garage with easy access.
- A large swimming pool is available on the patio in your yard during the summer without ever having to clean, add chemicals, etc.
- A large dedicated "fitness" or exercise room is available 24 hours/day with treadmills, stationery bicycles, stair climbers, weights and weight machines, etc. (You don't have to store any of these under your bed or in your closet.)

However, since 96 Co-Owners or families share the same high rise building, some in-house rules and regulations are required to promote harmony and a reasonable degree of equity in use of facilities. This chapter addresses many of your condominium amenities and necessary rules. (For convenience there is some duplication of material presented in Chapters 1 - 5.)

### 6.1 AIR CONDITIONING AND HEATING

A knowledge of the basic principles of operation of vapor compression refrigeration (VCR) systems is necessary to the understanding of problems encountered by air conditioning (AC) systems in a high rise condominium such as The Heritage. VCRs are commonly used in refrigerators and heat pumps.

#### 6.1.1 BASIC VAPOR COMPRESSION REFRIGERATION SYSTEM

All of the air conditioners in The Heritage are VCRs. Figure 7 below is a schematic of the type used in The Heritage indicating the four principal components:

- (1) a "shell and tube" heat exchanger that in this case is called the condenser
- (2) an expansion valve
- (3) a "finned tube" heat exchanger that in this case is called the evaporator and
- (4) a compressor

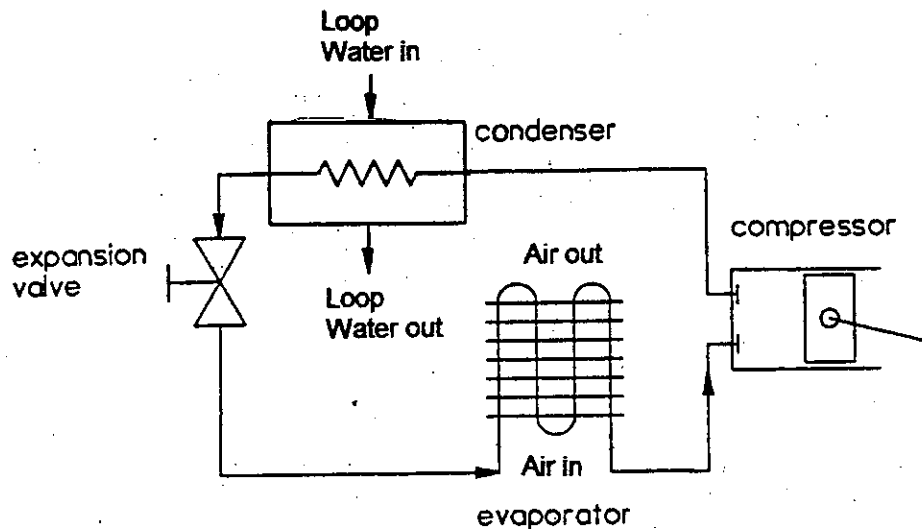


Figure 7. Schematic for a Vapor Compression Refrigeration System

In the VCR, low temperature superheated refrigerant vapor enters the compressor and leaves as high pressure high temperature vapor. The vapor enters the condenser where energy is transferred to water so that the refrigerant leaves as a liquid. In the expansion valve the refrigerant pressure is suddenly reduced so that part of the refrigerant flashes into vapor and the temperature decreases as a result. In the evaporator, energy is transferred into the low temperature refrigerant from the air, causing it to boil (at low temperature) and complete the cycle.

### 6.1.2 HIGH TEMPERATURE COOLING TOWER CONCERN

In The Heritage, water flows inside piping in a loop, from the cooling tower, throughout the building, and back to the cooling tower. Each apartment has two connections to this loop; one connection provides cooling water to the air conditioner condenser where the water temperature rises (and the refrigerant temperature is lowered) and the other returns this higher temperature water to the loop. It isn't hard to imagine that the temperature of the water in the loop increases dramatically as it flows through the loop on a high temperature day with all the air conditioners in the building operating. After the water returns to the cooling tower, its temperature is lowered for return to the loop.

There is a potential problem because the pipes in the cooling tower would be badly damaged if the temperature of the water returning in the loop is too high. Therefore, when the return water temperature in the loop reaches approximately 120 F, it is necessary to shut off the pump to the loop and air conditioners throughout the building are no longer able to cool their spaces.

A real crisis develops immediately if either:

- The cooling tower blower is disabled or
- The loop pump is disabled

When either of these events occur, it is necessary that all air conditioners in the building stop heating water in the loop, or the cooling tower could be destroyed immediately. This would result in loss of air conditioning for the entire building for several weeks and an assessment of thousands of dollars per homeowner.

When the loop flow has been disrupted causing the temperature of the loop coolant to become too high, the best procedure is to advise all residents to simply turn off their AC units. This information will normally be promulgated via the "calling post" system (see Section 6.3.2). Most AC units are made with a standard "pressure cut-off" switch so that they will turn themselves off automatically under these conditions. However, some units with pressure cut-off switches allow the system to cycle on/off in a fashion that could cause the compressor motor to burn out, a very expensive repair situation for the individual homeowner. For this reason it is best to have a "temperature cut-off" switch installed which will avert this difficulty.

### **6.1.3 LEAKS DUE TO BLOCKED EVAPORATOR DRAIN**

Water damage due to blocked evaporator drains have been and continue to be a major problem in The Heritage.

Referring to Figure 7, low temperature refrigerant flowing inside the tubes of the evaporator lower the temperature of the air in the apartment that is flowing across the heat exchanger. As the air temperature falls below the dew point temperature, water starts to condense and runs off the fins and tubes into a sump connected to a pipe that leads to a floor drain (part of the building waste-water system.) Unfortunately, the pipe between the sump and floor drain tends to become blocked with dust, algae, etc. and an overflow of water results. Unfortunately, (again) the floor drain is usually not the lowest point in the floor so that the floor floods, water leaks to lower floor levels, adjacent apartments, halls, etc. It is at best a very bad situation.

The best remedy found to date has been to place two appropriate chemical tablets in the drain sump that keep help to keep the drain line unclogged. This appears to be a satisfactory solution if the tablets are used regularly. Contact the Maintenance Supervisor to obtain the tablets (free) and get instructions on using them.

### **6.1.4 HEATING AND COOLING COMMON AREAS**

When apartment hall doors are open, it interferes with the common areas HVAC system. Therefore, owners and residents are requested to keep their hall doors closed except to enter or leave their apartments. Open balcony or terrace doors for fresh air or if cooking odors are a nuisance.

## **6.2 BALCONIES AND WINDOWS/DOORS**

Most Heritage Co-Owners value their readily accessible balconies and the views from their balconies plus through their doors/windows. It is also obvious that the appearance of The Heritage as viewed from the streets of Columbia depends heavily upon the unique design of the balconies and doors/windows. The ability to keep these desirable features in excellent condition are a prime concern of the Association. Therefore several by-laws and regulations concerning their upkeep and use have evolved.

Although maintenance (such as painting and pressure washing) of external surfaces and all balcony surfaces (except doors/windows and carpeted floors) is the responsibility of the Association (see Chapter 5 Section 5.1.5), routine cleaning of balcony floors and exterior doors/windows is the responsibility of the Owner. The following rules apply.

- When using water or soap and water to clean balcony floors, care must be exercised to assure that nothing drains over the edge.
- When watering plants on the balcony, be certain water does not drain over the side.
- Do not sweep trash over the side or edge of the balcony.
- NEVER throw anything off the balcony, especially cigarette butts.
- Do not use balconies as storage or drying areas.
- Liquid petroleum, gas, or charcoal grills are not to be used or stored on balconies. Only electric grills are acceptable.
- Do NOT feed or in any way entice birds on balconies.

### **6.2.1 LEAKAGE AROUND AND UNDER DOOR/WINDOWS**

Although sliding glass doors offer easy access to/from the balcony and superior viewing capability, water may leak into the house during heavy rainstorms with strong winds either:

- under the door between the inverted "U" channel and the track or
- around the sides if the "weather stripping" is worn or
- between the door frame and floor if caulking has deteriorated.

Experience at the Heritage has indicated that leaks seem more apt to occur under doors where there is carpeting on the balcony floor. Leakage around the sides can be reduced or prevented by having the weather stripping tended to periodically. The only means to assure leakage doesn't occur is to apply silicone caulk around the entire door perimeter which would prevent access to the balcony and would need to be checked regularly to assure a good seal.

## **6.2.2 DOOR/WINDOW OPERATIONAL MAINTENANCE**

When operating properly, the door/window units installed at The Heritage should slide on their track with light pressure from one finger. In order to maintain desirable operation, the following routine maintenance should be provided.

- Regularly vacuum or otherwise thoroughly clean the track to assure no grit or trash accumulates on or in the direct area of the track.
- Spray a "heavy duty silicone" lubricant on the track after cleaning. (Do not use a petroleum lubricant, it will attract trash.)

If the above maintenance does not provide appropriate operation, it may be necessary to have the rollers changed and a track "insert" installed.

## **6.3 COMMUNICATING EMERGENCY/VITAL INFORMATION**

The Heritage uses one or more of the four methods listed below to inform residents of an emergency or to relay vital information to residents. If you become aware of an emergency or information which all residents need to know as soon as possible, please inform the front desk at 799-6480.

### **6.3.1 LOUD SPEAKER**

The loud speaker system is used almost exclusively for emergencies: fire, evacuation, weather, or fire drills (fire drills will be announced in advance.) The microphone is located in the doorman's office and one speaker is located on each floor level in the ceiling between the two elevators.

### **6.3.2 CALLING POST**

This is a commercial telephone system that delivers a recorded message to all residents. If there is no answer, it will leave the message in voice mail or on a recorder if available. There is automatic redial of busies and unanswered up to thirteen additional times. This system is typically used to relay vital information to residents which is not of immediate emergency nature. Management must order that this service used (779-1844).

### **6.3.3 E-MAIL**

Two requirements must be met to use this service. The recipient must:

- (1) have a computer and e-mail service.
- (2) fill out a request form which includes their e-mail address. See Appendix 11.

This service will be useful only if e-mail is checked frequently. Management must order that this service be used (779-1844).



### **6.3.4 BULLETIN BOARDS**

There are two bulletin boards: one located across the hall from the mail boxes on Floor 1 and another at the door between The Heritage Building and garage. See Section 2.1 item (6) and Section 2.2 item (10).

## **6.4 COMPLAINTS**

In order for complaints to be acted upon, they must be:

- (1) in writing.
- (2) signed.
- (3) addressed to the Board of Directors.
- (4) placed in the drop box at the doorman's desk.

There are two different forms that may be used in making complaints. Both are available from the doorman (see Appendixes 12 and 13). One is specifically designed for complaints about Heritage Employees, and the other for complaints in a more general sense, for example, other residents, guests, common area violations, parking, management (not a particular employee). The forms are designed to make the process easier and insure inclusion of details. However, a letter in compliance with the four items listed above will suffice.

Details and names of offending parties should be indicated in the written complaint along with the time of the offense. The name of the person or persons initiating the complaint will not be divulged unless absolutely necessary. Complaints by telephone will be accepted only under emergency situations. Unsigned letters of complaints will not be acted upon. All others will be investigated and, if warranted, necessary action taken.

## **6.5 EMERGENCIES**

Dial 9-1-1 for medical (ambulance), fire, and police emergencies. If possible, also dial the front desk at 799-6480 so help can be directed to the right apartment.

Accidents may occur which leave a resident unconscious of otherwise unable to communicate. In cases of this nature the Doorman or other Management personnel needs to act on behalf of the resident. This requires having The Heritage Association Emergency number form filled out and on file. (See Appendix 17 for a sample.) Be sure to keep and updated copy of this form on file with the Doorman.

### **6.5.1 WATER LEAKS**

If your apartment is the source of the leak, turn off the water. Know in advance where your main valve is located.

If the leak is from an external source (water coming through the ceiling or wall), dial the front desk at 799-6480 or maintenance at 799-3366.)

## **6.6 FIRE**

A replica of the sign posted in each stairwell on every floor is shown below. It provides concise instructions about what to do in case of fire.

### **In Case Of Fire Or Smoke:**

- pull alarm nearest you

### **If Fire Alarm Sounds:**

- proceed down stairwell to lowest level
- exit building
- assemble in median in front of building
- do not use elevators

### **If You Cannot exit Building:**

- get to a floor below fire
- OR
- remain in your unit
- unlock, but close all doors and windows in your unit
- call front desk (799-6480) or fire department 911
- follow instructions for remaining in your unit

#### **6.6.1 GENERAL INSTRUCTIONS**

- (1) Familiarize yourself with the location of pull alarms now. (There are two on each floor, on the east wall and on the west wall.) See Section 2.1 item (2)
- (2) Maintain a smoke alarm in your unit - test it at least monthly. See Section 6.6.4.
- (3) Maintain a fire extinguisher in your unit. Practice usage. Recommend type 1A10BC or larger.
- (4) Change stove filters as recommended or sooner if needed.
- (5) Store flammable materials properly.
- (6) No open fires on the balconies.
- (7) Check on neighbors when alarm sounds.
- (8) Refrain from smoking in bed.
- (9) Never prop doors to stairwells open. Open the stairwell doors only to enter or leave the stairwell. Be sure they are closed tightly when not actually in use.
- (10) In case of fire emergency, leave your apartment door closed but unlocked when you depart.

### **6.6.2 INSTRUCTIONS FOR THOSE WHO CANNOT DESCEND STAIRS**

- (1) Register with lobby - Doorman will maintain a list of those who cannot descend stairs.
- (2) Call lobby (799-6480) if you are at home when the alarm sounds. Give your name and unit. Lobby phone is equipped with call waiting but because several calls are to be expected, BE BRIEF! Failing to get lobby answerer, call (911 and report status.
- (3) If you can descend a few flights of stairs, try to get below level of the fire. If known, the public address system will announce fire location or you may call lobby.
- (4) If you cannot descend stairs, run some water in a bathtub and use it to wet sheets or towels to caulk door cracks. If necessary, keep door and caulking wet with additional water from a bucket. Keep balcony doors/windows unlocked but closed.
- (5) Hang a sheet from the balcony, but do not remain on the balcony.

### **6.6.3 PERTINENT NOTES**

- (1) Police/Fire Department personnel will assist in evacuation of those unable to do so.
- (2) An automatic elevator retrieval system will take elevators out of service when alarms are activated. Elevators will then be for use by Fire Department personnel only.
- (3) The alarm system is monitored by a private company that notifies the Fire Department.
- (4) Doormen have been trained to stop and reset the alarm when the emergency is over.
- (5) Termination of an emergency, false alarm or fire drill will be indicated by stopping the alarm and making an announcement on the public address system.

### **6.6.4 SMOKE DETECTORS**

South Carolina Building Codes require every apartment within a condominium to have a smoke detector installed in accordance with the manufacturer's recommendations. These smoke detectors are inexpensive and easy to install. They can be purchased at hardware or building supply stores.

### **6.7 GARBAGE AND TRASH**

With 96 owners or families living in The Heritage, there is lots of throw-away "stuff"! Since the type (i.e., size, shape, and material) of the "stuff" dictates different methods of disposal, it is critical for residents to know the physical constraints for disposal and procedures which have been adopted by the Association for collection and disposal.

Basically, there are 6 places or methods of disposal which occur (from the viewpoint of the resident) and all will be discussed in detail in the following Sections.

### **6.7.1 TRASH CHUTES**

On the east side of each floor in The Heritage there is a trash room with a trash chute that feeds into a "dumpster" type bin in the basement. The contents of this dumpster are collected in the service alley twice weekly by the City of Columbia Sanitation trucks for burial at the landfill.

When using the trash chutes, residents are requested to observe the following DO's and DO NOT's.

#### **DO's**

- (1) Use trash chute only between 9:00 am and 9:00 pm.
- (2) Always put trash in a plastic bag and tie securely.
- (3) Perishables and food must be double-bagged.
- (4) Newspapers NOT being recycled must be double-bagged and tied securely.

#### **DO NOT'S**

- (1) DO NOT use the trash chute between 9:00 pm and 9:00 am.
- (2) DO NOT put loose trash or garbage in the chute (grease, glass, plastic, food, paper, etc.)
- (3) DO NOT put card board or card board boxes (e.g., pizza boxes) in the trash chute. They frequently get stuck and may cause severe damage.
- (4) DO NOT put cat litter in the trash chute. (Use the box in the service hallway.)
- (5) DO NOT place any construction debris in the trash chute.
- (6) DO NOT leave anything in the trash room.

### **6.7.2 RECYCLE CONTAINERS**

Recycling reduces the stream of waste to the landfill as well as conserving resources. The Heritage recycling bins (6) are located on the east end of level 2 of the garage between the exit gate and stairwell. There is also a trash can nearby for disposal of the bags or containers used to transport the recycles. The Maintenance Assistant places these bins on the Gregg Street curb weekly for pick-up by the Columbia Sanitation Department.

#### **DO's**

- (1) Put green and brown glass in the "green glass" bin and clear glass in the "clear glass" bin.
- (2) Put only number 1 and 2 plastics in the plastic bin. (The number is indicated in

- a small triangle on the plastic, usually on the bottom.)
- (3) Rinse all containers prior to putting them in the bins.
  - (4) Place aluminum cans, tin cans, and magazines in the bin marked aluminum.
  - (5) Put newspapers in either of the two bins marked newspapers.

#### **DO NOT's**

- (1) DO NOT put plastic bags in the bins.
- (2) DO NOT put plastic numbers 3, 4, 5, 6, 7, or 8 in the plastic bin.

### **6.7.3 SERVICE HALLWAY**

Trash which cannot be disposed of in the trash chutes, such as cardboard boxes, furniture, old appliances, cat litter, etc., should be placed in the service hall. The Maintenance Assistant removes these daily and processes them for appropriate pickup by the Columbia Sanitation Department.

#### **DO's**

- (1) Put cat litter in the bucket provided.
- (2) Place cardboard boxes and other materials along the wall in a fashion that leaves the hall clear and nothing in the area around the stairs or doors.

#### **DO NOT's**

- (1) Do not leave recycles in the service hallway. The Maintenance Assistant is not supposed to have to carry your recycles to the recycling bins.
- (2) Do not place any food or perishable items in the service hall.

### **6.7.4 DISPOSAL**

Each Heritage Apartment was originally sold with a kitchen disposal and it is believed that most still have them. Although the disposal provides a convenient means to get rid of many food scraps, they can cause plumbing problems (blocked lines) unless an adequate stream of cold water is run during and immediately after use. In addition, it is generally conceded that the following items should not be put in the disposal: *bones, shells from shellfish, fruit pits, asparagus, celery, artichokes, corn silk or husks, grease of any kind, potato peelings, or caustic drain cleansers.*

### **6.7.5 CONTRACTORS**

The Heritage trash dumpster may NOT be used by contractors and vendors for their debris. Contractors and vendors must take all trash and construction debris with them and it must be removed daily from the common areas. Pick up nails and all other debris that can damage car tires. Owners doing their own construction or repairs are personally responsible for removing the debris in the same manner as

contractors or vendors.

### **6.7.6 TRASH CANS IN GARAGE**

As indicated in Section 6.7.2 there is a trash can located near the recycling bins for bags used to transport recycles to the bins. There is another can on level 4 across from the elevator used for car trash. Please do not use these two trash cans for any trash or garbage other than their intended purpose.

### **6.8 HOBBY ROOM**

See Section 2.2 item (5) and Appendix 1.

### **6.9 INSURANCE**

#### **6.9.1 COMMON ELEMENTS**

The Heritage Horizontal Property Regime carries insurance to protect the shared property (Common Area) for which the Association is responsible. The Regime's master policy provides protection against loss of common property by fire or other hazards. All general property coverage is written to include Special Form "All Risk" coverage and replacement cost for building and contents. The coverage also provides protection from liability suits that may result from the use of the common areas as well as acts of the Regime or its officers. The coverage is reviewed annually and adjustments are made as recommended. Consult a member of the board to determine details about current Regime insurance.

#### **6.9.2 APARTMENTS**

**THE REGIME INSURANCE POLICIES DO NOT PROVIDE PROTECTION FOR OR WITHIN INDIVIDUAL APARTMENTS OR FOR AN APARTMENT OWNER'S POSSESSIONS.**

It is the Apartment owner's responsibility to secure individual protection against fire, theft, and personal liability for and within their apartment. Owners are urged to consult with their insurance agents to determine their requirements for individual coverage.

### **6.10 KEYS**

Page 11 of the Master Deed states that the Association has the right to authorize its duly appointed agent to have access to each apartment and any common element at any time for making emergency repairs necessary to prevent damage to the common elements or to any other apartments. Therefore, owners are required to maintain an emergency key to their apartment with the Doorman's office. Emergency keys are kept in a locked cabinet and are to be issued to concerned

authorities responding to emergency situations.

### **6.10.1 KEY ACCESS FOR VISITORS AND WORKERS**

Owners or residents who wish to have their key provided to visitors or workers for entry to their apartment must leave written permission with the Head Doorman. Typical examples of such authorization by owners are relatives, guests, service personnel, care takers, exterminators, and cleaning people. (See Appendixes 18 and 19 for sample forms.)

### **6.10.2 COMMON ELEMENT KEYS**

At the orientation meeting, future Owners/Lessees are furnished combinations for The Heritage front door, rear door between the garage/Heritage, Club Rooms (Game Room, Rest Rooms, Exercise Room), Storage Room, and east stairwell in the basement. Owners may obtain keys to the Wine Room and Hobby Room from the Head Doorman for a small fee.

## **6.11 OWNER'S STORAGE ROOM**

See Section 2.2 item (4).

## **6.12 PETS**

Cats are the only animals permitted in the building or on any part of the premises. No dogs or any other animals are permitted in the building by a co-owner, lessee, or guest.

## **6.13 RESERVATION OF ENTERTAINMENT AREAS**

There are four meeting and entertainment areas: Penthouse, Terrace Room, Card Room, and Gallery Room. These rooms may be reserved by owners for social occasions or meetings. Reservation forms (see Appendix 14) are available at the Doorman's desk, and must be completed and approved by the Managing Agent prior to the time of the reservation. All functions held in any meeting area of The Heritage require that a homeowner (or a family member) be the sponsor for the function, reserve the area, and attend the function.

In fairness to all owners, standing reservations are not authorized for special dates, i.e., New Year's Eve, New Year's Day, or July 4<sup>th</sup>. An owner who reserves an entertainment area on one of these dates will lose their priority for that area the following year if another owner wishes to reserve that area at that time.

### **6.13.1 CLEANUP FEE**

Any one of the entertainment areas may be reserved and used by a homeowner

once a year or (in a twelve month period) without a cleanup fee. For every additional use of one of these areas during a twelve month period, the homeowner will be assessed a cleanup fee of \$50.00. A check payable to The Heritage Association must accompany the reservation form or the "additional use" reservation will not be processed. A cleanup fee is not charged for the use of the Card Room if no food or drink is served. The kitchen may be reserved and used by one or more groups who have reserved one or more of the party rooms.

### **6.13.2 REGULATIONS AND RESTRICTIONS**

- (1) The Fire Safety Code limit's the number of people in each entertainment area. The capacities are:
  - Penthouse - 97
  - Terrace Room - 57
  - Card Room - 57
  - Gallery Room - 114
- (2) Smoking is not allowed in any of the Common Areas of The Heritage.
- (3) Only private functions may be held in the entertainment areas. None of the following are permitted:
  - Political gatherings
  - Fund raising projects
  - Business meetings
  - Functions open to the general public whether admission is free or by paying an admission fee
  - Any affair which interferes with the normal access to the building by homeowners
- (4) All functions in the entertainment areas must end by 12:00 midnight. The noise level should be kept to a minimum. The host or hostess for any occasion will be responsible for proper discipline and noise control. The host or hostess is also responsible for not serving alcohol to minors.
- (5) It is permissible to move furniture within a specific room, but no furniture will be moved from one room to another under any circumstances. Furniture that has been moved must be replaced in the original places. No pictures are to be removed from the walls and no pictures, posters, signs, etc., be hung or taped to the walls. Any damage that occurs will be the responsibility of the host or hostess. Bulk trash and discarded articles are to be removed from the area by the host or hostess following the function. Any trash or discarded articles that will not fit in the trash chute must be taken to the service hallway.



### **6.13.3 RESERVING THE SWIMMING POOL**

The swimming pool and adjoining patio area may be reserved for a party by an owner for Monday, Tuesday, or Wednesday evening from 6:00 pm until the normal closing time of 11:00 pm (see appendix 15 for form). At least one weeks advance notice is required for such reservations to be posted on the bulletin board for the information of all homeowners.

Please review comments regarding use of the pool in Section 2.4.

### **6.14 SECURITY CAMERAS AND VOICE BOXES**

The Heritage has upgraded its security camera and remote voice box systems according to the timetable recommended in the Reserve Fund Plan. Both of these systems enhance Heritage security and make it possible for the doorman to control all remote access to the building in a timely and secure fashion.

#### **6.14.1 SECURITY CAMERAS**

There are eight digital cameras with an adequate monitor screen at the doorman station. Digital recording occurs on a 300+ GB hard drive so that no VCR or tape is required. Cameras are installed as follows:

- (1) At the post next to the entrance drive for the garage.
- (2) A short distance inside the garage entrance, level 1.
- (3) Approximately midway inside the garage, level 1.
- (4) A short distance inside the garage exit, level 2.
- (5) Just inside the Heritage aimed at the back door (garage to Heritage).
- (6) Service Alley aimed at the Service Door and ally toward Gregg Street.
- (7) Mounted on bottom of 2<sup>nd</sup> floor balcony, west side, close to Senate street end, aimed at patio and pool.
- (8) Mounted on bottom of 2<sup>nd</sup> floor balcony, west side, at rear of building, aimed at levels 6 and 5 or parking garage and fence.

#### **6.14.2 VOICE BOXES**

There are six voice boxes installed as follows:

- (1) At the post next to the entrance drive for the garage.
- (2) Just outside The Heritage at the back door (garage to Heritage).
- (3) Outside the building at the Service Entrance.
- (4) At the door to the basement level Club Rooms.
- (5) On the pool patio mounted on The Heritage Building wall between the Terrace Room and Card Room doors.
- (6) On the outside wall at the front door to the lobby.

## **6.15 COMMON SERVICES**

The common services provided through the regime fee (monthly assessment) are listed in Section 4.3. The extent of two of these is regulated by each individual owner as indicated below.

### **6.15.1 CABLE TV**

Basic Cable TV service is provided for the Condominium through a "bulk" contract negotiated by the management company with Time Warner Cable TV. Two cable outlets are provided within each apartment. If additional channels or services are desired beyond the basic service (such as Road Runner, Cinemax, HBO, etc.), call Time Warner Cable TV at the number listed below in Section 6.15.3. Billing and payment for any service beyond Basic will be directly between the resident and Time Warner Cable TV, and there is no discount for additional services because you are living in The Heritage. The number below is also the number to call when experiencing reception difficulties with Cable TV.

### **6.15.2 EXTERMINATING**

Exterminating services for the entire building are provided monthly through a contractual arrangement (re-negotiated periodically) by the Management Company. Servicing each apartment consists of spraying the kitchen, baths, exterior doors, and HVAC closets. The materials used are designed for control of roaches. Spiders, silverfish, crickets, mice and ants. For treatment of fleas or fogging of bad infestations, there is an additional charge to be paid by the apartment owner. This service is provided on the third Monday of each month and requires service personnel to enter apartments according to the choice made by each homeowner. The three possible choices are:

- (1) REGULAR SERVICE (Green Door Key) The Doorman issues the keys for all apartments desiring regular service to the Pest Control Worker, who signs for each apartment key. The Worker must knock on the door, if no one lets him in, then unlock and enter, complete the service, lock the door, and return the keys to the Doorman who must sign for them.
- (2) SERVICE ONLY WHEN HOME (Yellow Door Key) The Doorman issues none of the code yellow door keys to the Pest Control Worker. The Worker knocks on the code yellow doors and if someone answers the door, he can provide the service. If no one answers the door, there is NO SERVICE.
- (3) NO SERVICE (Red Door Key) No red door keys issued, no knock on the door, and NO SERVICE.

You must see the Head Doorman and sign the appropriate access authorization form so that you receive the desired Pest Control Service. (See Appendix 18.)

### 6.15.3 SERVICE TELEPHONE NUMBERS

FIRE - POLICE - AMBULANCE	911
DOORMAN/LOBBY	799-6480
MAINTENANCE	799-3366
PRESIDENT, HERITAGE BOARD OF DIRECTORS	799-9904
CMM REALTY, INC.	779-1844
ELECTRICAL - SCE&G CUSTOMER SERVICE	217-9000
TELEPHONE REPAIR - BELL SOUTH	611
"THE STATE" NEWSPAPER SUBSCRIPTION	771-8380
TIME WARNER CABLE TV	252-2253

### 6.16 VISITORS

The doormen will not allow visitors to enter the building beyond the lobby without approval from the homeowner to be visited.

It is the responsibility of each homeowner to notify the doormen of EXPECTED visitors in advance of their arrival. When expected visitors arrive and are identified by the description furnished by the homeowner, they are allowed to go directly to the owner's apartment.

An UNIDENTIFIED visitor is designated as a non-resident desiring to visit individuals who haven't informed the Doorman he is expecting them. In this case, the Doorman must contact the resident, inform him of the visitors identity, and obtain permission before the visitor is permitted access beyond the lobby.

Short term visitors may park in one of the four visitor parking spaces. Homeowners should arrange for overnight or long term visitor parking on levels 5 or 6 of the parking garage. See Appendix 2, for a copy of the handout "Visitor Parking in The Heritage Garage" which is available from the Doorman.

Homeowners should advise the Doorman of parties and other functions so the Doorman will know the number of guests expected to request entry. If possible, furnish the Doorman a list of guest names.

## 6.16.1 VISITOR KEY ACCESS

See Section 6.10.1.

## 6.17 WATER LEAKS

Water leaks are one of the most troublesome and prevalent problems in multi-family housing and particularly in high rise multi-family housing. Since it is difficult to even imagine The Heritage (or any similar high rise ) without the water leak problem, owners and residents should recognize:

- (1) Where leaks can and do happen.
- (2) Why particular leaks occur.
- (3) What can be done to decrease their frequency and severity.
- (4) What to do when you have a water leak in your apartment.

If everyone living in The Heritage believes items 1 - 3 above and gets serious about items 3 and 4, water leaks could become only a minor problem! This Section focuses on these four items for four of the most common leaks that occur in The Heritage with some pertinent recommendations of type 3 above.

At this point it should be recognized that water leaks may be considered to belong in one or the other of two categories.

- A. Leaks that originate or occur in your own apartment due to doors, equipment, or plumbing malfunction.
- B. Leaks that originate in some other apartment and cause flooding there which migrates to your apartment through your ceiling or walls.

Note that leaks of type A (that occur in YOUR home) may cause leaks of type B in your neighbors apartment if you don't act quickly to clean up the water and stop the source.

There is no time to stop and read about what to do when actual water leaks occur. For type A leaks, one needs to quickly stop the leak (if possible) and mop up water to avoid leakage to other apartments. Call the Maintenance Supervisor as soon as possible to alert him of the situation and also to help minimize the damage. For type B leaks, one needs to mop the water and call the Maintenance Supervisor as quickly as possible to help determine and stop the source of the leak. Hence, it is a good idea to read this Section closely, then think through and plan how to handle the actual emergencies posed by the different leaks listed below before they happen.

Note the necessity to call the Maintenance Supervisor at the earliest time. (There is no need to call the doorman.) **It is prudent to keep a bucket and plenty of towels or rags plus a mop readily available just in case.**

### **6.17.1 UNDER AND AROUND SLIDING GLASS DOORS**

Under normal wind and rain conditions water does not leak under the sliding glass doors. (See also Section 6.2.1.) Leaks can occur with moderately heavy wind/rain storms but rarely do. Leaks are more apt to occur during very heavy windstorms with abundant rain and can occur on any side of the building given the right conditions. (Maybe more frequently on the northern and eastern sides since this seems to be the direction of the heaviest windstorms.)

Leaks under the doors occur more often where the balconies are carpeted, which is apparently due to the pooling of the water and deterioration of the caulking under the doors. Low spots on uncarpeted balconies where water pools also seem to invite leakage under the doors.

Leakage around the doors seems to be at least partly due to poor condition of the weather stripping. It makes good sense to have this replaced or repaired occasionally since it also helps with air conditioning and heating.

When it is known that a hurricane or extremely heavy weather is coming, it is a safe bet there will be leakage under and around some doors in the building. Some owners swear by taping the outside of the doors with duct tape, others have found it to be of little value. If water does start coming in, getting it up as quickly as possible with a mop, rags, towels, etc. will minimize the damage done in the apartment where the leak occurs and others below or next door.

### **6.17.2 WASHING MACHINE LEAKS**

Washing machine hoses, (hot and cold water supplies plus discharge) deteriorate, crack, and break. These can quickly go from no leak to a disaster after they have become old and brittle.

If a cold water supply line breaks, it may be possible to shut off the supply valve connected to the hose. However, if the hot water supply line breaks or is spraying water, trying to shut off the supply valve could result in severe burns. The water main valve will stop either leak (and water to everything else in the house). Changing all the hose regularly (every 3 years?) can almost eliminate this problem. If the discharge line leaks, it may be possible to stop the leak by turning the machine off. Then replace the hose.

Sometimes the discharge line slips out of the pipe. This can be prevented by inserting a short length of plastic pipe into the end of the discharge line (See the Maintenance Supervisor for details.)

Leaky tubs or piping within the machine can occur. Fortunately, they usually start small and by paying reasonable attention one can detect and repair this problem

before it gets out of control.

### **6.17.3 PLUMBING**

Plumbing leaks are most frequently associated with toilets. At the first sign of a problem it is probably best to renew the flush mechanism before having to clean up after a bad leak is added to the cost of toilet repair.

Some of the other leak sources to keep an eye on are:

- Refrigerator ice maker
- Faucets
- Lavatory P traps

Whenever a long absence from the apartment is planned, it is judicious to consider turning off the water main.

### **6.17.4 AIR CONDITIONING DRAINS**

(See Section 6.1.3)

### **6.17.5 RESPONSIBILITY FOR LEAK REPAIRS**

In almost all cases, repairs due to water leaks in an apartment must be paid by the OWNER of the damaged apartment (or their insurance company).

## **6.18 WORK REQUESTS AND SUGGESTIONS**

Requests that work be accomplished by the Association in a common area of the Heritage Property may be submitted to the Board by any resident. The format of the form in Appendix 16 should be used for requesting the work. Furthermore, the bottom half of the same form can be used to offer suggestions for improvements of anything related to The Heritage. The completed form should be placed in the drop box at the Doorman's Station.

## **Memo**

**To:** The Heritage Owners  
**From:** CMM Realty, Inc.  
**Date:** November 25, 2013  
**Re:** **ELEVATOR**

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**Please place in the Owners Handbook after page 54.**

At the November 18, 2013 Board of Directors Meeting, a new rule was presented regarding the use of the elevators. A motion was made, seconded and passed regarding the following:

*Any owner using the elevators for deliveries and moving of any type of furniture or equipment will be fined \$500 (plus repairs if necessary) if they have not checked with Maintenance or Doorman so that pads and floor pad can be installed. No deliveries after 5:00pm during the week and no deliveries at all on Saturdays, Sundays and Holidays. Grocery carts and luggage carts are the only things that can be moved without padding.*



1829 SENATE STREET  
COLUMBIA, SC 29201

## **HOBBY SHOP INFORMATION**

The Hobby Shop is available to all Heritage Homeowners. However, The Heritage Association accepts no liability for anyone injured while using the facility, nor for the loss of supplies, equipment or tools stored therein. If you desire to use the Hobby Shop, you may either sign out a key from the doorman on duty or ask the Head Doorman to issue you a key at a nominal charge.

### **HOBBY SHOP RULES**

1. Children under the age of 16 are not allowed to use the Hobby Shop unless accompanied by a parent or grandparent.
2. The Hobby Shop door must be locked when not in use.
3. The Hobby Shop is not to be used as a storage area.
4. Combustible and flammable materials are not to be stored in the Hobby Shop.
5. Project work may be stored as long as it remains active and unfinished. When the workshop user finishes daily work on a continuing project it is to be moved to one side out of the way of others. The area used must be cleaned daily after use.
6. Clean up after using tools that create dust and use drop cloth to catch spills when painting, etc.
7. Be considerate of other users and respect their projects, tools, and other equipment.
8. The Hobby Shop may be reserved for not longer than two days for projects requiring a no-dust atmosphere.
9. Spray painting should be used sparingly due to inadequate ventilation. There is a large fan to provide assistance.
10. As long as space is available, each Hobby Shop family user may have space in the room for one wall locker or similar storage closet for securing tools and project materials.
11. Unsecured scrap materials are to be held to a minimum and may be used by others. These materials shall not be saved in quantities that would cause a fire hazard.
12. The waste container will be emptied by the maintenance staff and is to be placed outside the entrance door by the user of the Hobby Shop.
13. Turn off the lights and lock the door when you leave the work area.
14. Please leave the shop area clean.

7/8/05





1829 SENATE STREET  
COLUMBIA, SC 29201

## **VISITOR PARKING IN THE HERITAGE GARAGE**

1. Check in with the Doorman at the front desk. He will be able to open the garage door for you.
2. The garage entrance is located on Gregg Street between Senate and Gervais. **When turning left onto Gregg from Senate, remember that drivers on Gregg have the right - of - way.** Drive to the second garage door (closest to Gervais). The Doorman will be watching for you and will raise the gate as you approach. After you enter the garage, stop, turn on your lights and wait for the garage door to close.
3. Drive to either level 5 or level 6 of the garage (uncovered parking). Do not use reserved spaces on the first four levels!
4. From level 6, take the elevator down to "2". This is actually the fourth level of the garage. If you park on level 5, walk down the stairs to level 4.
5. Approach the glass door near the elevator. The Doorman will be looking for you and will buzz you in. If he doesn't, press the button on the voice box and ask to be admitted. You will be on the basement level of The Heritage.
6. Proceed down the hall and go through the wooden doors; turn left for the elevators. Press the up button to call an elevator to the basement.

## **LEAVING THE GARAGE**

1. If you parked on level 5, walk up the stairs from level 4. If you parked on level 6, take the elevator to "3".
2. Turn your lights on and drive slowly to level 2. Turn left and very slowly approach the gate to within 4 - 3 feet. Stop as the door begins to open and wait until it is fully open. You will have about 12 seconds to exit before the door closes.

7-9-05

**DOORMAN'S JOB DESCRIPTION*****The Heritage Association***

January 1, 1996

**DOORMEN - JOB DESCRIPTION:**

The Doorman is the first person visitors, etc., meet upon arrival at The Heritage. He/she interacts with everyone who lives, visits, or has business in the building. This position requires diplomacy, courtesy, confidentiality, neatness and an ability to tactfully enforce rules and standards of behavior as outlined by the Board of Directors and Management. The Doormen are the resident's representative at the front door of their home. The Head Doorman position answers to and is under the direct supervision of Management. The other Doormen are supervised by the Head Doorman and subsequently by management. It is the responsibility of all Doormen to maintain the high standards that have been set at Columbia's premier highrise residence. Courtesy and dress are outlined in detail in the attachments. The duties of the Doormen will vary from shift being worked. The Monday - Friday, 8-4 shift has more activity than the others, but it is necessary that each shift maintain the same standards of excellence.

**SHIFT SCHEDULES:**

8:00 A.M. - 4:00 P.M.  
4:00 P.M. - 12 Midnight  
12 Midnight - 8:00 A.M.

**RESPONSIBILITIES - HEAD DOORMAN:**

In addition to the general responsibilities, the Head Doorman is also responsible for:

1. Training all doormen.
2. Scheduling doormen.
3. Taking reservations for party rooms and elevators.
4. Handling doormen's complaints.
5. Channeling resident rule violations to management.

**RESPONSIBILITIES - ALL SHIFTS:**

1. Security (See detailed instructions on page 5)
2. Emergencies - respond to emergency situations in accordance with the attached procedures.
  - a. Water problems (see procedures)
  - b. Fire alarms - real and false alarms (see procedures)
  - c. Power outages (see procedures)

3. Visitors - Handles all persons (visitors, workmen, delivery persons) who come to the door.
  - a. Call residents to announce all visitors, workers, delivery persons.
  - b. If resident has informed you he/she is expecting someone, you may omit calling to announce after you have identified person.
4. Read log from previous shift to be aware of all activity.
5. Maintain complete log of all activity and give full report to next shift and management.
6. Keep mail sign current.
7. Keep office area clean and tidy.
8. Help elderly and handicapped in and out of building or cars.
9. Insure cars are not left in front drive.
10. Report residents that park in visitors' spaces.
11. Call residents immediately upon receipt of packages or special mail. Enter time package/mail received and time resident called in log. If package/mail is not picked up, subsequent shifts should follow-up with another call.
12. Be at your post at all times except for rounds or breaks.
13. Refer all complaints to management.
14. Do not talk on telephone more than three minutes.
15. Keep emergency personal telephone calls to a minimum and then only for three minutes.
16. Avoid having personal visitors.
17. Clock-in on time at least 5 minutes before shift.
18. Maintain security of keys to units. Do not give out without prior written authorization. If in doubt, call management.
19. Maintain thermostats at prescribed setting unless a scheduled function requires additional heat/air.
20. Do not perform personal services for residents while on duty if it causes you to leave the lobby area.
21. Be knowledgeable of all of the rules of The Heritage as outlined by the Board of Directors and be prepared to tactfully enforce them. (See "Courtesy," Item 4.)
22. Know and perform all doorman duties. Must read "Responsibilities of Doormen" and sign, acknowledging a clear understanding of all sections of document.
23. Keep luggage carrier in Gallery Room. Resident responsible for retrieving and returning.

**GENERAL - ALL SHIFTS:**

- Doormen are to converse with each other between shifts to insure that pertinent information such as prior call for forthcoming guests, packages, etc.
- TV -- keep volume low. Do not turn on until 9:30 p.m.
- Do not change shifts without authorization from Head Doorman.
- Do not eat or drink in lobby. (Break Room only in Gallery Room.)
- Do not fraternize with owners and guests.
- Do not complain to owners/guests. If you have a problem, talk to the Head Doorman.
- Your work is confidential. Keep it that way. If you have a problem, talk to Management.

**WEEKEND/HOLIDAY SHIFTS:**

In addition to the above, the weekend shifts are responsible for:

**Saturday, Sunday & Holidays 8:00 A.M. - 4:00 P.M.**

1. Run compactor at 9:00 A.M.; 1:00 P.M. and 4:00 P.M.
2. Vacuum elevators at 8:00 A.M. and 4:00 P.M.

**Sunday 8:00 A.M. - 4:00 P.M.**

1. Run compactor at 9:00 A.M., 2:00 P.M.
2. Vacuum elevators at 8:00 A.M. and 4:00 P.M.

**EVENING SHIFT (4:00 P.M. - 12:00 P.M.)**

In addition to the master list of duties, the 4-12 shifts are expected to:

1. All deliveries will be logged as to time received, unit going to, time resident notified and time of departure of delivery person.

**NIGHT SHIFT (12:00 P.M. - 8:00 A.M.)**

1. Deliver newsletter or other information sheets to residents.
2. Prepare report of activity during 4-12 and 12-8 shifts to give Head Doorman when he arrives.

**APPEARANCE:**

Our objective is for the Doormen to present a neat and uniform appearance. This will be accomplished by:

1. Sport jacket and ties are required.
2. Dark dress trousers - NO jeans.
3. Dress shoes.
4. White or blue dress shirt buttoned with neat tie knot.

**COURTESY:**

1. **ANSWERING THE DOOR**
  - a. Politely greet by name, if known, and inquire how you may help them.
  - b. If person is unknown to you, politely ask the person to identify themselves and how you may help them.
  - c. Call resident if no prior arrangements have been made to allow entry.
  - d. **NO PERSON - VISITOR, DELIVERY PERSON, WORKMAN - IS ALLOWED TO GO TO A UNIT WITHOUT AUTHORIZATION FROM THE OWNER.**

2. **RELATIONSHIP WITH RESIDENTS**

- a. Call resident by name. If you do not know the resident or they have not identified themselves, follow this procedure:
  - Tell them your name, say you are new and politely inquire as to who he is and to his unit number.
- b. Be cordial, pleasant and as accommodating as possible.
- c. Pay close attention to what the individual is saying.
- d. Do not discuss personal subjects with residents.
- e. Do not discuss problems with residents.
- f. Do not gossip with residents about another resident.

3. **ANSWERING THE TELEPHONE**

- a. Answer by saying: "The Heritage, (your name) speaking."
- b. Deal with the request in a pleasant voice.
- c. Restrict calls to three minutes if possible. If you cannot readily handle the problem/request, politely tell caller you will return the call as soon as possible.

4. **COMPLAINTS**

Complaints from residents are to be handled as tactfully and politely as possible. Doormen are employed by the Management Company and are answerable to the Managing Agent, not the individual homeowners. If a simple, courteous reply does not suffice or the person is rude or abusive, take the following action:

- a. Give the complainer the provided three-part pre-printed complaint form and politely ask them to fill it out and sign it.
- b. Ask the complainer to drop the original and one copy in the locked compartment in the desk marked MANAGEMENT and have them keep the third copy for themselves. The second copy will be returned to complainer detailing action taken after Management has investigated.
- c. Log in complaint specifying problem and action taken. Be sure to report to Head Doorman who will then report to Management.

5. **HANDLING RULE VIOLATIONS**

- a. Doormen have the authority to remind residents of rules. Be tactful, polite and **FIRM**. Advise the person of what rule has been broken and ask them to rectify the situation.
- b. Log in: Time, Name of Person, Rule Violation and Action taken by you.
- c. Form will be provided to be filled out by both complainer AND doorman.

6. **MONITOR ENTRY TO BUILDING**

- a. Front door is to be locked at all times.
- b. Door must be locked when on rounds or away from post.
- c. ALWAYS POST SIGN WHEN DOOR IS LOCKED AND YOU ARE AWAY.
- d. Residents having parties are to give guest list to Doorman and guests will be checked in. (Resident responsible to give the Doorman alphabetical list of guest list).

7. **WORKPERSONS**

- a. No workperson is allowed in the building without the Doorman's knowledge.
- b. All workpersons (must be logged in by Doorman) must sign in and out.
- c. All delivery persons (must be logged in by the Doorman).
- d. All workpersons must have a badge upon entering building.
- e. Workpersons are to use the service entrance. If it is necessary for them to use the garage entrance, they will be buzzed in. **WORKPERSONS ARE NOT TO BE GIVEN THE ENTRANCE CODE.**
- f. The three loading zones are to be used for workpersons parking on a first-come basis.
- g. All workpersons are to be reminded that all debris should be removed from building via elevator #1. Removal is to be scheduled through the Doorman and at a time when clean-up can be made promptly. Workpersons/residents are responsible for clean-up of common areas.

8. **ROUNDS**

Inspection rounds are to be made in the prescribed manner and at the designated intervals 11:00 P.M. and as designated for 12-8 shift.

9. **EMERGENCIES**

- a. Know where first-aid kit is and how to use it.
- b. Know whom to notify in case of an accident when there is property damage or severe illness or injury to a resident. (See Resident Emergency Data Notebook)

**EMERGENCY PROCEDURES:**

Emergencies are to be dealt with in accordance with the posted procedures. (See attached instructions on Attachment #9.)

## DISCIPLINARY ACTION FOR DOORMEN

All Rules, Regulations, and Duties listed in Doormen's Handbook must be strictly obeyed. Any Doormen violating the Rules, Regulations or Duties will be subject to disciplinary action.

The first time an employee violates these rules, regulations, and duties, the said employee will be admonished verbally and the incident documented.

If there is a second offense by the same employee within a six (6) month period, a letter of REPRIMAND will be sent and the said employee will be put on probation for ninety (90) days.

Any violation by the same employee during the probationary period will be grounds for termination.

Employees' disciplinary files will be purged one (1) year after the date of the last violation.

Your signature below represents your receipt of the Rules, Regulations, Duties, and Job Requirements.

\_\_\_\_\_  
Acknowledged by:

Date: \_\_\_\_\_

**The Heritage Job Description**  
**Maintenance Supervisor**

**General Nature of Work**

Performs managerial duties, coordinates and directs the activities of maintenance and janitorial staff. Prior to repairs or renovations of an apartment he will meet with the Owner and Contractor to review the contract and explain their responsibilities.

**Example of Work:**

Directs the activities of personnel engaged in the maintenance, grounds, and janitorial service and operation of the building.

Plans, organizes and prioritizes work activities, assigns tasks to workers and allocates equipment and materials to accomplish assigned tasks.

Coordinates inspections to evaluate the condition of equipment and facilities. Plans and conducts periodic inspections and schedules preventive maintenance of facilities and equipment. Maintains all mechanical and electrical equipment, including but limited to HVAC and all mechanical systems and controls. (3 times yearly & as needed)

Preventive maintenance on drains – all units use of mechanical and chemical. – Annual & as needed.

Prepares work orders for maintenance.

Communicates expectations and standards of performance to subordinates and reviews work to ensure that it was done properly.

Confers with employees and other agency staff to resolve problems.

Confers with technical personnel and agency managers to solve administrative, organizational and technical problems.

Interviews and selects personnel.

Oversees training of new and existing staff.

Selects, requisitions, purchases, and receives equipment and materials.

Maintains records and prepares reports regarding work activities. Monitor annual operating budget, including petty cash.

Reserve Fund future projection input and knowledge of annual projects planned, and provide recommendations in areas of responsibilities.



Keep inventory of supplies.

Coordinate contractors for common elements and approve their work completions.

Meet with contractor employed by residents to inform and issue construction permits.

Pool – Chemically, mechanically and electrically maintain – daily in season

Test emergency equipment – 3<sup>rd</sup>. Monday each month.

Initiate all trouble shooting of water problems with supply and / or drain. Repair or clear Association's responsibility and direct homeowner if it is their responsibility.

Maintain domestic water supply system.

Maintain water tower and associated equipment.

Paint and repair walls and ceiling as requested.

Sauna – Re-strip & seal annually

On call 24 hours, 7 days a week.

This position reports to the Managing Agent.

**Qualifications:**

Minimum education and skills.

Knowledge of electrical, mechanical, plumbing, and general maintenance.

Knowledge of safety practices relative to the area of employment.

Ability to keep accurate written records.

Ability to communicate effectively.

Ability to plan, direct, and review the work of subordinates.

**MAINTENANCE ASSISTANT JOB DESCRIPTION**Specific Tasks

- Daily walk grounds and garage, pick up trash, blow or goat areas as necessary, water if needed, clean out garage drains
- Daily tend to hall trash, cat litter, two times weekly (Tuesday & Thursday) change out 4yd trash container, recycle container (Tuesday & Friday)
- Regular care of garage, clean up of all levels with use of blower and goat. Check all drains every other day in Fall & Spring
- Lighting – resident kitchen bulbs, garage bulbs and ballast, check all other common areas and exit lights- As needed
- Seasonal yard upkeep, planting, pruning, grass cutting and fertilizing
- Common area carpet cleaning- 1<sup>st</sup> Floor – twice a month
- Floor cleaning, polishing and waxing- every other month
- Marble floor maintenance, cleaning, polishing – Every other month
- Sauna – Re-strip & seal annually

Knowledge and Skills

- Knowledge of how to properly carry out custodial and grounds keeping tasks
- Knowledge of safety practices relevant to the area of employment
- Skill in the use of cleaning or gardening hand tools
- Skill in the safe operation of power cleaning or gardening equipment
- Ability to follow instructions

## JANITOR DUTIES AT THE HERITAGE

March 11, 1999

**CARPETED AREAS**

Spot clean with Great Scott only, as needed

Vacuum as needed

Floor mats at entrance doorways

**FURNITURE & FIXTURES**

Sitting room both sides of main entrance and lobby - dust furniture, book cases inside and out, picture frames, polish furniture when needed, maintain furnishings all other areas.

Doorman's desk outside wipe down as needed.

**STAIRWELLS**

Require little attention, but must be checked when making rounds.

**DUMP TRASH CANS**

Daily clean cans inside and out when needed.

**VENDING ROOM**

Check daily

**WATER FOUNTAIN**

Clean as needed

**MARBLE FLOOR**

Damp mop Friday, or as needed

**TILE FLOOR**

Damp mop Friday, or as needed

**WINDOWS & GLASS**1<sup>ST</sup> Floor and basement only

3 entrance door glass - daily

Windows - weekly or as needed

**WALLS & WOODWORK**Clean walls - 1<sup>st</sup> floor & basement - daily, or as needed

Clean walls - hallways 19 through 11 - Monday, Wednesday, Friday

Clean walls - hallways 10 through 2 other days (to alternate)

**REST ROOMS & SAUNAS**

Clean & sanitize stalls - daily  
Clean and sanitize toilets and urinals - daily  
Clean and polish fixtures - as needed  
Clean mirrors - as needed  
Clean showers and shower curtains - daily  
Clean tile floor - daily or as needed  
Replenish soap, toilet paper and paper towels - daily

**KITCHEN**

Clean sink, cabinet doors, floor, etc. - as needed  
The staff uses this area - Inform the Maintenance Supervisor if employees are not cleaning behind themselves.  
Refrigerator and microwave - as needed

**ELEVATORS**

2 in house, 1 parking garage:  
Walls, stainless & mirrors - daily  
~Door tracks - as needed



1829 SENATE STREET  
COLUMBIA, SC 29201

Information Form

Apartment # \_\_\_\_\_ Owner's Name \_\_\_\_\_

E-mail (if applicable): \_\_\_\_\_

**REQUEST TO REPAIR/RENOVATE**

TO: Board of Directors  
The Heritage

FROM: \_\_\_\_\_  
(Unit Owner's Name)

UNIT: \_\_\_\_\_  
(Unit #)

DATE: \_\_\_\_\_

RE: Request to Repair/Renovate

**The City of Columbia requires a building permit for any work other than painting or carpet replacement. Without the City of Columbia's Building Permit attached, this request will NOT be processed. However, DHEC requirements are different than those of the City of Columbia. Since, there are more than 4 units under one roof, DHEC'S regulations require that a survey for asbestos containing materials be preformed prior to any work starting. This includes removing of carpet and any renovation work. After obtaining the survey, if any of the asbestos containing materials are to be disturbed then a licensed abatement contractor will need to be hired to remove the contained materials prior to the work being preformed.**

**The general contractor and/or the major sub-contractors are required to have their Insurance Agent provide the Maintenance Supervisor with a Certificate of Insurance that indicates that the contractors/sub-contractor has General Liability in the amount of \$1,000,000, Products and Completed Operations of \$1,000,000 and Workers Compensation Insurance.**

This memorandum will serve as my request to have repairs or renovations preformed in my unit. **I understand that no work can begin until I or my contractor/vendor has received "The Heritage Repair/Renovation Permit".** (This Permit is in addition to the City of Columbia's Permit and is issued at the Pre-Construction Meeting between the contractor, owner, and The Heritage's Maintenance Supervisor which is scheduled by the owner.)

My signature below will serve as confirmation that I have reviewed and agree to comply with the REPAIR/RENOVATION PROCEDURES as provided by the Board of Directors. Furthermore, I understand that I am responsible to see that my contractors/vendors clean up any mess they make and to adhere to the requirements of the CONTRACTOR AGREEMENT. **RENOVATIONS ARE TO BE COMPLETED WITHIN 9 MONTHS OF THIS SIGNED AGREEMENT EXCLUDING TIME FOR THE ASBESTOS ABATEMENT. THE FINES ARE THEN \$50 PER DAY FOR THE 1<sup>ST</sup> 20 ELIGIBLE BUSINESS DAYS, THEN \$75 PER DAY FOR THE 1ST 20 ELIGIBLE BUSINESS DAYS AND \$100 PER DAY THEREAFTER. IF THE OWNER ANTICIPATES COMPLETION NOT TO OCCUR WITHIN THE 9**

**MONTH PERIOD, HE IS TO PRESENT EXPECTED COMPLETION DATE AND COME TO THE BOARD MEETING.**

**GENERAL CONTRACTOR/VENDOR INFORMATION:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

E-Mail: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
License#: \_\_\_\_\_ (REQUIRED FOR APPROVAL)

**DESCRIPTION OF WORK TO BE PREFORMED:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**MAJOR SUB-CONTRACTORS:**

Electrical: \_\_\_\_\_  
\_\_\_\_\_

Phone #: \_\_\_\_\_  
E-Mail: \_\_\_\_\_  
License #: \_\_\_\_\_ (REQUIRED FOR APPROVAL)

Mechanical: \_\_\_\_\_  
\_\_\_\_\_

Phone #: \_\_\_\_\_  
E-Mail: \_\_\_\_\_  
License #: \_\_\_\_\_ (REQUIRED FOR APPROVAL)

REQUESTED DATE TO BEGIN WORK: \_\_\_\_\_  
(MUST ALLOW ENOUGH TIME TO PROCESS REQUEST)

**SUMMARY OF PROCESS FOR OWNERS TO FOLLOW:**

1. Submit this form to Maintenance Supervisor.

2. If approved, Maintenance Supervisor will return this request form and the CONTRACTOR AGREEMENT to owner. OWNER forwards the CONTRACTOR AGREEMENT to the contractor.
3. OWNER then arranges PRE-CONSTRUCTION meeting with contractor, maintenance supervisor and OWNER
4. At the PRE-CONSTRUCTION meeting, contractor's deposit is received, Contractor Agreement is signed by all parties, and The Heritage's Building Permit is issued.
5. **NO WORK CAN BEGIN UNTIL THE HERITAGE'S PERMIT IS ISSUED.**

Respectfully submitted,

---

(Signature of Owner)



## CONTRACTOR AGREEMENT

This AGREEMENT dated the \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_  
\_\_\_\_\_ (hereinafter "Contractor"), The Heritage Homeowners  
Association (hereinafter "The Heritage"), and \_\_\_\_\_ (hereinafter "Owner")  
for the repairs and/or renovations to Unit \_\_\_\_\_.

### **ABESTOS SURVEY REQUIREMENTS:**

Contractor acknowledges that the Heritage Homeowners Association and their Managing Agent has informed the contractor that a survey for asbestos containing materials must be obtained prior to any work being performed. If the surveys determine that the presence of asbestos exists and if those materials containing the asbestos are to be disturbed, then the contractor agrees to hire a licensed abatement contractor for removal of such materials.

### **WORK HOURS:**

**Monday- Friday**, 8:30 AM to 5:30 PM. All workmen must be out by 5:30 PM.

**Saturday**, 8:30 AM to 5:30 PM, provided the type of work is not noisy. All workmen out at 5:30 PM.

**Sunday, NO WORK ALLOWED** regardless of the noise factor. Only exception is an EMERGENCY.

Fine is \$50.00 for violating these work hours.

### **BADGES:**

All workmen and or sub/contractors must report to doorman's desk to be issued a Contractors Badge regardless of the length of time they may be in the building. **BADGES MUST BE VISIBLE AT ALL TIMES.**

Each Badge not returned or damaged by Contractor at completion of job will result in a \$10.00 charge.

### **CLEANLINESS AND NOISE:**

No debris, sawdust, carpet fibers, or any type of mess is allowed in the common areas. If The Heritage staff has to clean up the mess, a minimum of \$50.00 will be charged. **NO WARNINGS WILL BE GIVEN.** The Contractor will be notified to the address below each time a charge is incurred.

Noise: Any noisy work during Saturdays work hours will result in a \$50.00 fine and charged against the contractor's deposit.

### **ELEVATORS:**

**ONLY THE LEFT (FRIEGHT) ELEVATOR IS TO BE USED BY CONTRACTORS.**

If sub-contractor uses the Right (#2) elevator, there will be a \$25.00 charge. THERE WILL BE NO WARNINGS. All that is necessary for the charge to be occurred is for a resident or staff of The Heritage to report the badge color and # to the Maintenance Supervisor with the date and time. The Contractor will be notified of the charge by mail.

**MAJOR SUB-CONTRACTORS:**

All major sub-contractors (Mechanical, Electrical and Plumbing) need to provide their contractors license number.

**THE HERITAGE REPAIR/RENOVATION PERMIT:**

The Heritage Repair/Renovation Permit must be posted at the front door at all times during the construction period.

**BADGE ,PERMIT & BELLMAN AND GROCERY CARTS:**

The Maintenance Supervisor will assign the permit and advise the doormen to issue badges to the specific unit sub-contractors or vendors.

**NO WORKMEN ARE TO USE THE HERITAGE'S BELLMAN AND GROCERY CARTS FOR HAULING MATERIALS. \$100.00 FINE FOR VIOLATION.**

**CONCRETE SLAB FLOORS:**

**NO DRILLING, CUTTING, OR SAWING IS PERMITTED TO THE CONCRETE FLOORS OR CEILINGS.** The structural integrity of the floor system could be jeopardized if this is done. Contractors and/or Owners assume all liability for failure to comply.

**DEPOSIT:**

The following deposits shall apply based on the dollar amount of the work:

\$150.00	for less than \$1,000.00
\$250.00	for \$1,000.00 TO \$4,900.00
\$500.00	for \$5,000.00 to \$19,999.00
\$1000.00	for \$20,000 or more

If charges cause the DEPOSIT to be less than 50% of the initial amount, the Contractor agrees to provide additional funds to bring the DEPOSIT amount back to the initial amount.

**FAILURE TO PROVIDE THE ADDITIONAL FUNDS WILL RESULT IN A POSTPONEMENT OF THE RIGHT TO WORK.**

**DELIVERY OF MATERIALS AND SERVICE ENTRANCE:**

**CONTRACTORS MUST ALWAYS USE THE SERVICE ENTRANCE AT THE REAR OF THE BUILDING. THERE IS A CAMERA AND INTERCOM AT THE DOOR FOR COMMUNICATION WITH THE DOORMAN FOR ENTRY.**

The delivery of materials and supplies shall occur only between the following hours:

8:30 AM to 10:30 AM

2:30 PM to 4:30 PM

**BALCONIES:**

**ANY CHANGES TO THE BALCONY FLOORING COLORS MUST BE APPROVED IN WRITING BY THE BOARD OF DIRECTORS. THIS IS AN ADDITION TO ANY REQUIREMENTS OF THE MASTER DEED AND BY-LAWS.**

By their signatures below, all Parties hereby agree to the terms and conditions of this Agreement.

\_\_\_\_\_ Contractor      Date \_\_\_\_\_

\_\_\_\_\_ Owner      Date \_\_\_\_\_

\_\_\_\_\_ The Heritage      Date \_\_\_\_\_

CONTRACTOR'S ADDRESS:

OWNERS ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone # \_\_\_\_\_

Phone # \_\_\_\_\_

E-Mail address \_\_\_\_\_

E-Mail Address \_\_\_\_\_



1829 SENATE STREET  
COLUMBIA, SC 29201

**PURCHASE APPROVAL APPLICATION**

TO: Board of Directors  
The Heritage Association  
Attn: President

FROM: \_\_\_\_\_  
(Name of Seller)

DATE: \_\_\_\_\_

RE: Request for approval of sale of Unit \_\_\_\_\_

**A. SELLER'S COMMITMENT**

The undersigned seller has received a bonafide offer to sell Unit \_\_\_\_\_ of The Heritage and being desirous of accepting such offer as indicated by the terms and conditions of the attached contract, it is requested that the proposed sale be approved by the Board of Directors in accordance with Section M of the Master Deed of The Heritage Association. In agreement with Section M-1, (a) of said Master Deed, the following information concerning the Purchaser is furnished:

1. Name of Purchaser(s). (This should coincide exactly with the Deed which may be drawn to consummate the purchase.)

\_\_\_\_\_

2. Address of Purchaser(s): \_\_\_\_\_

3. Business, Occupation or Employment: \_\_\_\_\_

4. Three References:

<u>Name</u>	<u>Address</u>	<u>Phone Number</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

The purchaser(s) has been furnished a copy of The Heritage Handbook. **IT IS THE SELLER'S RESPONSIBILITY TO PROVIDE THE PURCHASER WITH THE HERITAGE HANDBOOK AND MASTER DEED WITH EXHIBITS A - F PRIOR TO SUBMISSION OF THIS FORM.**

B. PURCHASER'S COMMITMENT

1. It is agreed and understood by the undersigned that the approval of the sale by The Heritage Board of Directors is subject to the following conditions:
  - a. The Purchaser(s) agree to be interviewed by The Heritage Board of Directors.
  - b. The Purchaser will, upon completion of sale, agree to abide by the rules and regulations of THE HERITAGE ASSOCIATION. Attention is called to the section known as the "No Pets" rule which provides that neither the Owner nor the Owner's guests may bring a dog or any other animal except a cat on the premises (building or grounds) of The Heritage.
  - c. PLEASE REFER TO SECTION 3.3, PAGES 21-22 OF THE HERITAGE HANDBOOK (MOVE-IN/MOVE-OUT PROCEDURES). MOVING IN OR OUT IS RESTRICTED ON PERMITTED DAYS BETWEEN 8:30 A.M. TO 6:00 P.M. IF THE MOVE IS NOT COMPLETE BY 6:00 P.M., IT MUST CEASE AND RESUME THE NEXT PERMITTED DAY WITH ANOTHER \$150.00 FEE.
  - d. Assume liability for any unpaid regime fees at time of closing.
  - e. Notify the management in writing upon closing. (Send copy of Deed to show names of owners.)
  
2. To facilitate the approval process, it is requested that the Purchaser respond to the questions listed below and submit for consideration such personal data, i.e., references, resumes, biographical sketches, etc., as may be deemed appropriate.

a. Who will occupy the unit and their relationship to each other?  
 \_\_\_\_\_

b. Have any of the proposed occupants been convicted of a felony?  
 ( ) Yes                      ( ) No                      If yes, explain:

C. APPROVAL PROCESS

The Seller and Purchaser understand that the Board of Directors, according to the Master Deed has thirty (30) days from receipt of this application to respond. In the event the approval process is requested to be less than thirty (30) days, there is a \$400 processing fee that is due upon submission of the application.

DATE \_\_\_\_\_ SIGNED \_\_\_\_\_  
 Seller

DATE \_\_\_\_\_ SIGNED \_\_\_\_\_  
 Seller

DATE \_\_\_\_\_ SIGNED \_\_\_\_\_  
 Purchaser

DATE \_\_\_\_\_ SIGNED \_\_\_\_\_  
 Purchaser

D. THE BOARD OF DIRECTORS COMMITMENT:

1. ( ) APPROVAL of the sale subject to the conditions outlined in Section B above.
2. ( ) DISAPPROVAL.

DATE: \_\_\_\_\_ SIGNED: \_\_\_\_\_

For The Board of Directors



1829 SENATE STREET  
COLUMBIA, SC 29201

**LEASE APPROVAL APPLICATION**

TO: Board of Directors  
The Heritage Association  
Attn: President

FROM: \_\_\_\_\_  
(Name of Lessor)

DATE: \_\_\_\_\_

RE: Request for approval of lease of Unit \_\_\_\_\_

**A. LESSOR'S COMMITMENT**

The undersigned Lessor has received a bonafide offer to lease Unit \_\_\_\_\_ of The Heritage and being desirous of accepting such offer as indicated by the terms and conditions of the attached Lease, it is requested that the proposed lease be approved by the Board of Directors in accordance with Section M of the Master Deed of The Heritage Association. In agreement with Section M-1, (a) of said Master Deed, the following information concerning the Lessee is furnished:

1. Name of Lessee: \_\_\_\_\_
2. Address of Lessee: \_\_\_\_\_
3. Business, Occupation or Employment: \_\_\_\_\_

4. Three References:

<u>Name</u>	<u>Address</u>	<u>Phone Number</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

5. The Lessee has been furnished a copy of The Heritage Handbook by the Lessor prior to submission of this approval form.

**B. LESSEE'S COMMITMENT**

1. It is agreed and understood by the undersigned that the approval of the Lease by The Heritage Board of Directors is subject to the following conditions:
  - a. The Lessee agrees to be interviewed by The Heritage Board of Directors.

- b. The Lessee agrees to abide by the rules and regulations of THE HERITAGE ASSOCIATION. Attention is called to the section known as the "No Pets" rule which provides that neither the Lessee nor the Lessee's guests may bring a dog or any other animal except a cat on the premises (building or grounds) of The Heritage.
- c. PLEASEREFER TO SECTION 3.3, PAGES 21-22 OF THE HERITAGE HANDBOOK (MOVE-IN/MOVE-OUT PROCEDURES). MOVING IN OR OUT IS RESTRICTED ON PERMITTED DAYS BETWEEN 8:30 A.M. TO 6:00 P.M. IF THE MOVE IS NOT COMPLETE BY 6:00 P.M., IT MUST CEASE AND RESUME THE NEXT PERMITTED DAY WITH ANOTHER \$150.00 FEE. Payment of the \$150.00 fee is due when the elevator is reserved (not at time of move-in) and is payable to The Heritage Association. The \$150.00 moving fee is due any time the elevator is reserved.

2. To facilitate the approval process, it is requested that the Lessee respond to the questions listed below and submit for consideration such personal data, i.e., references, resumes, biographical sketches, etc., as may be deemed appropriate.

a. Who will occupy the unit and their relationship to each other?  
\_\_\_\_\_

b. Have any of the proposed occupants been convicted of a felony?  
 Yes                       No                      If yes, explain:

C. APPROVAL PROCESS

- 1. Leases for a period of less than one year will not be favorably considered.
- 2. The Lessee(s) and Lessor(s) understand that the Board of Directors, according to the Master Deed, has thirty (30) days from receipt of this application to respond. In the event the approval process is requested to be less than thirty (30) days, there is a \$400 processing fee which is due upon submission of the application.

DATE \_\_\_\_\_ SIGNED \_\_\_\_\_  
Lessee

DATE \_\_\_\_\_ SIGNED \_\_\_\_\_  
Lessee

DATE \_\_\_\_\_ SIGNED \_\_\_\_\_  
Lessor

DATE \_\_\_\_\_ SIGNED \_\_\_\_\_  
Lessor

D. THE BOARD OF DIRECTORS COMMITMENT:

- 1.  APPROVAL of the lease subject to, but not limited to, the conditions outlined in Section B above.
- 2.  DISAPPROVAL.

DATE: \_\_\_\_\_ SIGNED: \_\_\_\_\_  
For The Board of Directors

**THE HERITAGE ASSOCIATION**

**COMPLAINT FORM**

Employee's Name: \_\_\_\_\_

PROBLEM: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_

Submitted by: \_\_\_\_\_

Unit#: \_\_\_\_\_ Date: \_\_\_\_\_

(Please deposit completed form in Management Security Drawer in desk. Keep one copy for your files.)

-----  
USE BY MANAGEMENT

Date Received: \_\_\_\_\_

Action Taken: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Follow Up Suggestions: \_\_\_\_\_

\_\_\_\_\_

Report to Heritage Association Board of Directors (if necessary):

\_\_\_\_\_

Date: \_\_\_\_\_

Notified Complainant: \_\_\_\_\_

Date: \_\_\_\_\_

ATTACHMENT #4



**THE HERITAGE ASSOCIATION**

**COMPLAINT FORM**

Name: \_\_\_\_\_

PROBLEM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_

Submitted by: \_\_\_\_\_

Unit#: \_\_\_\_\_ Date: \_\_\_\_\_

(Please deposit completed form in Management Security Drawer in desk. Keep one copy for your files.)

-----  
**USE BY MANAGEMENT**

Date Received: \_\_\_\_\_

Action Taken: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Follow Up Suggestions: \_\_\_\_\_  
\_\_\_\_\_

Report to Heritage Association Board of Directors (if necessary):  
\_\_\_\_\_

Date: \_\_\_\_\_

Notified Complainant: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT #4**

MEETING AND ENTERTAINMENT AREA  
RESERVATION REQUEST FORM

The undersigned does hereby request the following area be reserved for my use and releases the Heritage Association from any and all claims that may arise from use of the Heritage:

Penthouse (Capacity 97)\_\_\_ Gallery Room (Capacity 114)\_\_\_ Card Room (Capacity 57)\_\_\_  
Terrace Room (Capacity 57)\_\_\_ or Swimming Pool\_\_\_ on \_\_\_\_\_  
Date, Day, and Time

I have read and understand the Heritage in-house rules and regulations on the use of the entertainment areas, which are the above: Penthouse, Gallery Room, Card Room, and Terrace Room. I have used one of the entertainment rooms in the last year (12 months).  
Yes ( ) No ( ). If yes, My check for \$ 50.00 is attached.

I will insure that the reserved area and kitchen facilities are left in a clean and orderly manner.

\_\_\_\_\_  
SIGNED

\_\_\_\_\_  
UNIT

\_\_\_\_\_  
DATE

-----  
\_\_\_\_\_  
APPROVED

\_\_\_\_\_  
DISAPPROVED

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NOTIFIED REQUESTOR

\_\_\_\_\_  
DATE

NOTE: Completed form is to be kept on file by Management Agent for twelve (12) months.

## SWIMMING POOL RESERVATIONS

**The Swimming Pool is available for reservations on Monday, Tuesday, and Wednesday evenings from 6:00pm to 11:00pm except if a Holiday occurs at that time.**

**Owner's Name** \_\_\_\_\_

**Unit #** \_\_\_\_\_

**Date** \_\_\_\_\_

**Approved** \_\_\_\_\_

HERITAGE ASSOCIATION WORK REQUEST/SUGGESTION

WORK REQUEST - DATE \_\_\_\_\_ TIME \_\_\_\_\_

LOCATION OF WORK AREA \_\_\_\_\_

WORK TO BE DONE \_\_\_\_\_

SUBMITTED BY \_\_\_\_\_ NAME  
APARTMENT NUMBER

-----FOR  
USE BY MAINTENANCE ONLY

APPROVED \_\_\_\_\_ DISAPPROVED \_\_\_\_\_ DATE DATE

WORK COMPLETED \_\_\_\_\_ DATE

NOTIFIED REQUESTOR OF COMPLETION OR DISAPPROVAL \_\_\_\_\_ DATE

-----  
SUGGESTION: DATE \_\_\_\_\_ TIME \_\_\_\_\_

WHAT ARE YOU SUGGESTING? \_\_\_\_\_

WHAT DO YOU HOPE TO ACCOMPLISH? \_\_\_\_\_

SUBMITTED BY \_\_\_\_\_ NAME APARTMENT NUMBER

-----  
FOR USE BY THE BOARD OF DIRECTORS

APPROVED \_\_\_\_\_ DISAPPROVED \_\_\_\_\_

NOTIFIED SUGGESTOR \_\_\_\_\_ DATE

THE HERITAGE ASSOCIATION

EMERGENCY NUMBERS

Name of Resident: \_\_\_\_\_

Unit #: \_\_\_\_\_

IN CASE OF EMERGENCY NOTIFY:

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Daytime Phone #: \_\_\_\_\_

Evening and Weekend Phone #: \_\_\_\_\_

ALTERNATE EMERGENCY NAME AND PHONE NUMBER:

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Daytime Phone #: \_\_\_\_\_

Evening and Weekend Phone #: \_\_\_\_\_

2<sup>nd</sup> Residence Phone #: \_\_\_\_\_

GENERAL ACCESS TO UNIT

RESIDENT'S NAME \_\_\_\_\_ UNIT \_\_\_\_\_

THE FOLLOWING INDIVIDUALS HAVE MY PERMISSION TO ACCESS MY UNIT AT ANY TIME. (INCLUDE RELATIONSHIP TO OWNER)

ANY PERSON RECEIVING A KEY IS RESPONSIBLE FOR RETURNING IT TO THE DOORMAN IMMEDIATELY UPON DEPARTURE.

THE PERSON RECEIVING THE KEY MUST INITIAL THE BOX BELOW TO ACKNOWLEDGE RECEIPT AND RETURN OF THE KEY.

VISITOR'S NAME

RELATIONSHIP TO OWNER

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

RESIDENT'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**FOR DOORMAN AND VISITOR'S USE ONLY**

VISITOR NAME	DATE KEY PROVIDED	VISITOR'S INITIALS - RECEIVING KEY	DOORMAN'S INITIALS - ISSUING KEY	DATE KEY RETURNED	VISITOR'S INITIALS - RETURNING KEY	D'MAN'S INITIALS RECEIVING KEY

NOTE: THIS FORM IS USED WHEN THE OWNER IS GRANTING GENERAL ACCESS (ANYTIME) TO A GUEST/RELATIVE. IF AN OWNER WANTS TO ONLY GRANT ACCESS ON A SPECIFIED DATE, THEY SHOULD USE THE SPECIFIC DATE ACCESS FORM NOT THIS GENERAL ACCESS FORM.

THE HERITAGE  
SPECIFIC DATE ACCESS TO UNIT

Appendix Nineteen

RESIDENT'S NAME \_\_\_\_\_

UNIT \_\_\_\_\_

THE FOLLOWING PERSON(S) HAVE MY PERMISSION TO ACCESS MY UNIT ON THE DATE REFERENCED BELOW.

ANY PERSON RECEIVING A KEY IS RESPONSIBLE FOR RETURNING IT TO THE DOORMAN IMMEDIATELY UPON DEPARTURE. THE PERSON RECEIVING THE KEY MUST INITIAL THE BOX BELOW TO ACKNOWLEDGE RECEIPT AND RETURN OF THE KEY.

DATE(S) OF ACCESS: \_\_\_\_\_

NAME OF PERSON/COMPANY: \_\_\_\_\_

RESIDENT'S SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**FOR DOORMAN AND VISITOR'S USE ONLY**

VISITOR NAME	DATE KEY PROVIDED	VISITOR'S INITIALS - RECEIVING KEY	DOORMAN'S INITIALS - ISSUING KEY	DATE KEY RETURNED	VISITOR'S INITIALS - RETURNING KEY	D'MAN'S INITIALS RECEIVING KEY