

**HARBISON COMMUNITY ASSOCIATION
MINUTES TO THE MEETING OF THE BOARD OF DIRECTORS
June 29, 2021**

Note: Due to Social Distance guidelines resulting from the COVID-19 Virus, this Regular Board Meeting is being held by "Zoom" – instead of an actual meeting at the Community Center.

Board Members attending were Mr. Hank West (President), Mrs. June Cannon (Vice President / Secretary), Mr. Ozzie Nagler, Ms. Julie Lucas (Treasurer), Mr. Stan Seabrook, Mr. Terry Helsley, Ms. Crystal Bowen. Absent, Mrs. Mackenzie Fontaine. Association Staff Members attending were Mr. Dave Grove, Mr. Kaden Watson, Ms. Betty Brooks, Mrs. Danell Gunter, Mr. Ray Cloutier, Ms. Yolanda Vinson. Residents participating by "Zoom" –Ms. Carolyn Turner, Ms. Gwendolyn Ward, Ms. Rhittie Gettone, Ms. Delores Cauthen, Mr. Ike McCravy.

A quorum being present for the meeting, Mr. West called the Meeting to order at 6:04pm.

Approval of Minutes:

After discussion. Mr. West asked for a Motion to approve the following Minutes:

April 27, 2021

Motion to Approve – Mr. Nagler, Seconded by Mr. Helsley
Motion Approved 5 For, 0 Against. Absent at Time of
Vote: Mr. Seabrook and Ms. Lucas.

May 25, 2021

(Member Input Meeting -not a formal meeting in which the Board votes)
Motion to Approve – Mrs. Cannon, Seconded by Ms. Bowen
Motion Approved 5 For, 0 Against. Absent at Time of
Vote: Mr. Seabrook and Ms. Lucas

Member Input:

Ms. Carolyn Turner – complimented Board and all Employees for work performed, especially the Maintenance Employees – keep up the good work

Ms. Gwendolyn Ward – Have lived in the area for many years, this is my first visit to a Board Meeting – just observing

Ms. Gettone – Just two questions: (1) Status of Adlerian Child Care Center Closing?

Dave Grove stated the Board had been notified by the tenant (Adlerian) that they were discontinuing operations at the facility (next door to the Community Center). Discussions were being held with the tenant regarding their Lease. The HCA Board has made no decision at this time regarding the future usage of the facility – but the Board welcomed suggestions from Members. Adlerian has been the sole tenant of the building for over 40 years. (2) Status of investigation by authorities on recent gun shots in the Chinquapin Road area.

Betty ("Cookie") Brooks stated that she had been informed by Richland County Sheriff's Dept. that it was a "Targeted" shooting and not a "Random" act and they had a suspect.

Ms. Delores Cauthen – Asked if Staff had followed -up on a discussion that had occurred in a prior Board Meeting regarding the possibility of "Security" patrols being performed by non – Harbison personnel.

Dave Grove – Yes, we secured two bids from Security Companies as to the cost of providing security patrols in Harbison. They were very expensive and HCA still had to provide a vehicle.

NOTE: Actual Bids from contractors for two people working total of 56 hours week were \$55,765 & \$64,064 plus HCA still had to provide a vehicle, gas and provide limited supervision.

Dave explained that the Board's Law Firm had advised the Board to discontinue the Safety or Security

patrols because it created a false sense of security. Patrol personnel, whether performed by HCA personnel or by an outside Provider, had no authority to apprehend, arrest or perform any of the typical duties of a law enforcement official. In addition, HCA's current Liability Insurance policy does not include any coverage or protection for HCA to perform security patrols. However, Dave mentioned that HCA has a definite presence in the areas of Harbison: HCA's Covenant Manager and Maintenance employees and even some Staff employees are out there performing their duties daily so HCA is very visible. Dave further mentioned that security is the responsibility of local law enforcement and we have excellent relationships with them: they patrol, they respond to our requests, they keep us informed.

Mr. Ike McCravy – Nothing for the Board – Just Listening.

DDRC: Mr. Nagler presented the DDRC report.

- * Hilton Garden Inn, 5' vinyl-clad fencing approved – 434 Columbiana Drive, 05-03-21
- * Kure CBD & Vape, signage approved – 285 Columbiana Drive, Ste. "D" (Columbiana Crossing Center, Five Guys, et al), 05-07-21
- * Palmetto Dental Associates, 12'x16' deck approved – 124 Harbison Blvd., 05-24-21
- * Willie Sue's Food and Spirits Restaurant, signage approved – 380 Columbiana Drive (formerly Tilted Kilt), 06-03-21
- * Columbiana Centre, "portable donation center" denied – 100 Columbiana Circle, 06-07-21
- * Founders Federal Credit Union, signage approved – 149 Columbiana Drive (formerly Regions Bank), 06-09-21
- * Grace United Methodist Church, "Blessing Box" approved – 410 Harbison Blvd., 06-22-21

RDRC: Mr. Cloutier presented the RDRC report.

- * Screen-in Porch approved, Hartwood Circle – earlier section of Harbison (off Tawny Branch Road), 05-03-21
- * New Paint, new shutters approved, Eastpine Court – earlier section of Harbison (off Harbison Blvd.), 05-06-21
- * 6" Privacy Fence, Pergola, repair & expand Deck approved, Crossbow Court (off Crossbow Drive- near Harbison West Elem.), 05-13-21
- * Replace & expand Deck approved, Sweetwood Circle – earlier section of Harbison (off Woodcross Drive, 05-18-21)
- * 14' Round (above ground) Pool approved, Timberleaf Court – "Archers Courts" area (off Archers Lane), 06-02-21
- * New Siding, new Windows & new Front Door approved, Shortbow Court – "Archers Courts" area – off Archers Lane, 06-10-21
- * New shingles approved, Bradstone Road – "Glenridge" area (off Broad River Road), 06-24-21

New Business:

Staff Reports:

Danell ("D") Gunter: (1) Concrete poured 6/28 for new Pickleball Court; it has to cure for 30 days; fence to be added; asphalt surface on adjacent "batting wall" to be recoated; Pickleball Court expected to be ready for play Mid - August. (2) Summer Camp going well; 58 kids average (3) Tennis programs continue to increase in popularity

Kaden Watson: Maintenance employees repaired boards on large bridge at Archers Lake (looks great); Covenant enforcement going well. Scott Lynch (Covenant Manager) patrols before lunch and after lunch (Note: Covenant enforcement statistics for first 5 months of 2021 attached); Routine maintenance activities going well (grass cutting in common areas, hedge cutting, concrete repairs to trails as needed).

Dave Grove complimented Maintenance for their quick response to removing an extensive amount of graffiti (within two hours after it was reported by a Member).

Betty ("Cookie") Brooks: (1) HCA is partnering with the City of Columbia Police in retrieving abandoned shopping carts: City locates the carts and HCA Maintenance employees retrieve the carts as their work schedules permit (2) HCA's working relationship with Local Law Enforcement continues to be great. HCA is briefed on incidents that occur (3) HCA is applying for a \$50,000 grant from City "Hospitality" Tax – promoting the Harbison Area.

Dave Grove gave an overview of the Financial Report. Note: 10 pages of reports were provided with copies of the Agenda and attachments made available in the Lobby for Members. A message was placed on the web site that anyone wanting a Board Packet (26 pages total) to contact the Office for a copy.

As of 5/31/21 \$ 1,541,105. In the Bank (includes \$ 600,000. In Reserve Account)
6% Delinquency - 139 Owners
Net Income (Revenue over Expenses) \$ 155,746.
Online payments by Owners increasing (vs. paper checks)

Major expense to association: Insurance – 11 Policies expired in May. Some were renewed by various Providers and new Providers were obtained for the other policies. The renewal premiums increased by \$214,969. Although HCA's loss experience is very low (considering the years we have operated) – Dave stated – HCA is included in the loss ratings of other facilities providing similar services so to some degree, HCA's premiums are impacted by the experiences of our industry. Also, some insurance providers seem to be concentrating their policies on operations that pose less risk. For those Providers who are willing to insure Associations like HCA, it appears the premiums are being increased substantially. For one particular type of coverage that HCA desired, 32 Providers were contacted to see if they were interested; 2 responded that they were but only one submitted a bid. HCA has insurance provisions that cover 20 separate areas.

Dominion Energy – Dave Grove reported that Dominion Energy would soon be replacing 570 Light Poles in the Harbison Area with new fiberglass poles, new globes and new LED Lights. A Committee – chaired by HCA President Hank West several years ago, had focused on methods of improving the visibility of our Harbison communities (landscaping, lights, etc.) and the recent agreement with Dominion was one aspect of that Committee's objective. Dominion is expected to start replacing the poles & lights in the next few months and once completed – the lighting charge that appears on some electric bills of homeowners – will be discontinued by Dominion. The current wood poles and lights were installed in the late 1970s – early 1980s.

Revision of Section 11.05:

This revision of Section 11.05 of the "Harbison Declaration of Covenants, Restrictions, Easements, Charges and Liens for Harbison" clarifies the types of signs - flags that will be permitted – or – prohibited, establishes a Committee to review situations as needed.

After discussion by the Board, the following Motions were submitted:

(1) Motion to approve – revision of "Section 11.05 Placement of Signs on Property with clarification language developed jointly by the Harbison Design Development Review Committee and the Harbison Board of Directors, as permitted in "Section 16.05 Additional Rules" - Motion proposed by Ms. Lucas, Seconded by Mr. Helsley. Motion approved with a vote of 7 for, 0 against, 1 absent (Mrs. Fontaine). Motion effective with Board approval (6/29/21). Attached: Clarification of Section 11.05)

(2) Motion to approve – revision of “Harbison Covenant Enforcement & Schedule of Fines” to include the addition of a fine for “Unapproved or Inappropriate Signs and/or Flags - \$ 50.00 / day – as permitted in “Section 16.05 Additional Rules” - Motion proposed by Mr. Seabrook, seconded by Ms. Bowen. Motion approved with a vote of 7 for, 0 against, 1 absent (Mrs. Fontaine). Motion effective with Board approval (6/29/21). Attached: Page 3 of Schedule showing Violation of \$50.00/day for “Unapproved or Inappropriate Signs or Flags”

Executive Session:

Ms. Bowen Motioned that the Board move into Executive Session to discuss some legal issues, Mrs. Cannon Seconded and the Motion was approved 7 for, 0 against, 1 Absent (Mrs. Fontaine). 7:40pm

Mrs. Cannon Motioned for the Board to come out of Executive Session, Ms. Lucas Seconded and the Motion passed with a vote of 7 for, 0 against, 1 Absent (Mrs. Fontaine). 8:42pm

Adjournment:

Hearing no additional business, Mr. Nagler Motioned that the Meeting be adjourned, Mr. Seabrook Seconded, and the Motion passed with a vote of 7 for, 0 against, 1 Absent (Mrs. Fontaine) 8:43pm

June Cannon, Vice President / Secretary

Covenant Report

1. January 2021 – June 22, 2021

72 Violations Issued
56 Closed
15 Open

Fines Imposed

Commercial	\$ 0.00
Archers Side of 1-26	3,000.00
Harbison Side of 1-26	5,555.00
Across Broad River	2,440.00

2. From 5/26/21 – 6/22/21

Commercial	27 Violations for Temporary Signs
Archers Side of 1-26	4 Violations (Grass, Exterior Repairs)
Harbison Side of 1-26	9 Violations (7 Grass, 2 Trees)
Across Broad River	27 Violations (24 Grass, 2 Trash, 1 Tree)

Right of Action (HCA Performed the repairs, charged Owner)

This Amendment is to replace the current/previous "Section 11.05, Placement of Signs on Property in the Harbison Covenant Enforcement & Schedule of Fines recorded in Richland County Register of Deeds Office at Book 2425, Page 1881 on September 4, 2020, and Lexington County Register of Deeds Office at Book 20833, Pages 2874-2882 on September 4, 2020 .

Section 11.05, Placement of Signs on Property.

In **Section 11.05, Placement of Signs on Property**, the phrase "No sign or other advertising devise of any nature" includes flags of any size, type, or materials as determined by the Harbison Design Development Review Committee and the Harbison Board of Directors. As such, the Replacement Clarification to **Section 11.05** is:

1. General Prohibition of Signs/Flags. No signs/flags shall be permitted to be displayed in any Owner's yard, window, or on any other surface or location that is visible from the street or from other Properties, except for the following:
 - a) United States flag. In recognition of the Freedom to Display, The American Flag Act, 4 U.S.C. § 5 (2006), the United States flag may be displayed at any and all times. However, size of the flag may not exceed 4 ½ ft. x 6 ft. The U.S. flag may not be displayed in any disrespectful, vulgar, or other inappropriate manner. Residents who wish to display the U.S. flag shall do so in accordance with 4 U.S.C. § 7 (2006), "Position and manner of display," and 4 U.S.C. § 8 (2006), "Respect for flag."
 - b) Yard/Garage Sale signs/flags are allowed but only one (1) at the event's property and one (1) at the nearest cross-street. Yard/Garage Sale signs/flags may only be put up one (1) day before the date of the event and MUST be removed by the end of the day of the event.
 - c) Political / Campaign. One (1) temporary political sign per candidate or issue may be displayed on a Property, visible from the street or from other Properties. Such political / Campaign sign may display only the politician's name and party affiliation and possibly his/hers contact information and be displayed no more than thirty (30) days prior to that candidate's or proposition's election, run-off election, primary, or referendum. Such Political / Campaign signs may not exceed 18" x 24". All political signs must be removed within seven (7) days after

that candidate's or proposition's election, run-off, primary, or referendum. The location of this type of sign(s) must be set back from any road right-of-way a minimum of fifteen (15').

- d) Schools and sports teams. Flags reflecting the name, logo and colors of schools and sports teams may be displayed at any and all times. However, size of the flag may not exceed 4 ½ ft. x 6 ft.
- e) Seasonal or holiday. Portable and/or removable seasonal and/or holiday flags not exceeding 4 ½ ft. x 6 ft. may be displayed in accordance with the appropriate season or holiday. Seasonal or holidays flags are defined as representation of any recognized season (winter, spring, summer, or fall) and any federally recognized holiday (Thanksgiving, Christmas, Easter, etc.) Seasonal flags must be removed within seven (7) days of the changing of the season. Holiday flags shall be installed not before fourteen (14) days prior to the holiday and must be removed no later than fourteen (14) days after the holiday, except for Christmas. Christmas flags may be displayed from the day after Thanksgiving until fourteen (14) days after Christmas day.

2. The following sign(s)/flag(s) are explicitly PROHIBITED:

- a) No offensive or inappropriate sign(s)/flag(s) shall be displayed at any time. Any verbiage, pictures, or symbols implicating, referencing, or relating to race, creed, religion, sex, etc. shall be considered offensive and/or inappropriate, but a sign(s)/flag(s) may also be considered offensive and/or inappropriate for other reasons as well such as, NO offensive or inappropriate sign(s)/flag(s) shall be displayed at any time with any inferring or disguised or deceitful verbiage, pictures, or symbols implicating, referencing, or relating to race, creed, religion, sex, politics, issued-oriented, etc., or recognizable or capable of reasonable interpretation by the Harbison Community property owners as being profane, derogatory, inflammatory, inciteful, critical, insulting, demeaning or derisive toward any person, group, culture, philosophy or viewpoint, shall be considered offensive and/or inappropriate. This enumeration is not exclusive or all-encompassing, and thus sign(s)/flag(s) may be considered offensive and/or inappropriate for other reasons as well.

3. Any other sign(s)/flag(s) not meeting the criteria set forth herein must be approved in advance by a Committee appointed by the HCA Board of Directors. Final determination and ruling on whether any sign(s)/flag(s) is/are allowed or prohibited, including but not limited what is or is not a sign(s)/flag(s), and what constitutes an offensive or inappropriate sign(s)/flag(s), will be determined solely by a Committee appointed by the HCA Board of Directors. Additionally, determination as to the number of sign(s)/flag(s) permitted on any one property shall be at the sole discretion of the Committee appointed by the Board of Directors.
4. Any signs or flags displayed hereafter that does NOT meet the criteria set forth herein shall constitute a property owner's violation of this Replacement Clarification to *Section 11.05, Placement of Signs in the Harbison Covenants*. Such violation, if not remedied in the allotted number of days will be assessed a Fine of \$50.00 per day until the violation is remedied.
5. This Replacement Clarification to *Section 11.05, Placement of Signs on Property* in the Harbison Covenants shall become effective and enforceable upon approval by the Harbison Board of Directors. Any Property NOT in compliance with this Clarification at the time of Adoption shall be granted seven days to correct any matter that is/are not in compliance.
6. The Committee shall be comprised of five members as follows; one HCA Board Member (on a rotating basis), the Executive Director, one member of the DDRC, and two residential property owners that are selected by the HCA Board of solicited volunteering residential property owners. The Committee (title of Committee unknown at this time) shall meet on an "on-call" basis and review sign(s)/flag(s) submission(s) on a case-by-case basis.

Section 11.01, Maintenance Required by Owner, continued

- k) Good property maintenance / management does NOT allow for the excessive storing/keeping of items in public view that may present a cluttered or messy appearance.
- l) All pools must be kept clean and in proper chemical balance and free of any stagnation by algae, debris or other such matter that will lead to mosquito infestation.
- m) Any issues NOT listed above that the DDRC determines does not meet good property maintenance / management standards shall be reviewed on a case-by-case basis.

Section 11.03, Landscape Restrictions

- No tree having a diameter of four (4") inches or more (measured from a point two (2') feet above ground level) shall be removed (cut down) from any Lot without the approval from HCA. Along with the monetary fine, a replacement planting plan may be required to be submitted to the DDRC for review and approval.

Section 11.05, Placement of Signs on Property

↙ CURRENT WORDING

- No sign(s) may be placed upon any residential property other than: a) one (1) Real Estate sign of generally accepted standard design and size is allowed but, if not of standard design and/or size may require approval. b) Yard/Garage Sale signs are allowed but only one (1) at the event's property and one (1) at the nearest cross-street. Yard/Garage Sale signs may only be put up one (1) day before the date of the event and MUST be removed by the end of the day of the event.

Section 11.07, Disposition of Trash and Other Debris

- a) No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any lot unless screened from public view.
- b) No burning of any trash and no accumulation or storage of litter or trash of any kind shall be permitted on any lot.

Harbison Covenant Violation(s) Schedule of Fines

Landscape/yards Maintenance Violation.....	\$25.00 / day ¹
Non-removal of dead, or dying tree(s), shrub(s).....	\$50.00 / occurrence ¹
House/structure(s) Maintenance Violation.....	\$25.00 / day ²
Parking on NON-PAVED Surfaces Violation.....	\$35.00 / day ³
Unapproved or Inappropriate Signs and/or Flags.....	\$50.00 / day ⁴ *
Roll Carts / Trash, Debris, Improper storage of stuff.....	\$25.00 / day ⁵
Improper Parking/Storing of Trailers, Boats, etc.....	\$35.00 / day ⁶
Unauthorized Removal of Tree(s).....	\$100.00 / tree ⁷

* NEW

A repeat violation occurs when a property owner violates the same provision of the HCA Covenants within twelve (12) months from the date of the first notification of said violation. A repeated violation will result in an immediate doubling of Fines.

The above list is not complete or comprehensive. All other violations not listed or specified above will result in reasonable Fines up to \$100.00 per day. The maximum accumulated amount of a fine for a single violation shall not exceed \$1,000.00.

If there is any Fine assessed to an owner, it shall become due and payable in thirty (30) days and subject to late fees. The Association shall initiate all relief available at law in the collection of the fine(s).

- ¹ Section 11.01, Maintenance Required by Owner
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- ⁴ Section 11.05, Placement of Signs on Property
- ⁵ Section 11.07, Disposition of Trash and Other Debris
- ⁶ Section 11.12, Trailer Parking
- ⁷ Section 11.03, Landscape Restrictions