

Seagate Village

PROPERTY OWNERS' ASSOCIATION, INC.

RULES & REGULATIONS

Board of Directors
Adopted 10/2002
Revised 10/2004, 2/2008, 6/2008,
10/2008, 3/2010

RULES AND REGULATIONS COMMITTEE

MISSION STATEMENT

**IT IS THE MISSION OF THIS COMMITTEE
TO ESTABLISH PROCEDURES WHICH SUPPORT COMPLIANCE
AND CONTINUOUS DEVELOPMENT OF
NEIGHBORHOOD RULES THAT PROTECT PROPERTY VALUES,
WHILE ALLOWING ALL
RESIDENTS TO LIVE IN HARMONY.**

**THE SEAGATE VILLAGE
PROPERTY OWNERS' ASSOCIATION (POA), INC.
RULES AND REGULATIONS**

1. INTRODUCTION

Condominium living is a new experience for many of us but one which, as we become friends with all our interesting neighbors, will be rewarding and enjoyable.

With the goal of creating a congenial and restful residential atmosphere, the Board of Directors has adopted rules and regulations for the guidance of all owners, their families and guests. In general, the rules are not original with us but are guidelines established through our own experiences and those of other condominium communities.

Any questions, suggestions or complaints should be made through the Management Agent in writing, via website or phone. If the Management Agent cannot resolve the problem for you, you may refer it to the Covenants Committee for resolution.

These Rules and Regulations are lengthy, but it is hoped that they will answer as many questions as possible at the outset. They will be reviewed as required by the Board of Directors and appropriate amendments will be made.

2. GENERAL

Pursuant to the Master Deed and By-laws, the following rules and regulations are promulgated for the residents of Seagate Village. Residents shall mean any owner of a condominium, tenant, their invitees or guests. Any other person may be deemed to be a trespasser with respect to the common elements. Association shall mean the Association of Homeowners and/or the Managing Agent employed by the Association.

3. RULES AND REGULATIONS

The Board of Directors originally adopted Rules & Regulations for Seagate Village in October 2002, and amended them in October 2004 and February & June 2008. They are updated again here, to transfer the rules contained in the "Guidelines for Property Appearance & Landscape Modifications" document, adopted 4/27/05, so we can operate under one rules & regulations document. These Rules & Regulations may from time to time require further updating. *Latest revision, March, 2010.*

All Rules apply to and are binding on all owners, the successors, in interest, their families, guests, invitees, and business agents. Owners are ultimately responsible for any violation(s) of these Rules and/or fines imposed. It is the owner's responsibility to

furnish a copy of these Rules to anyone using the unit or to the agent responsible for leasing the unit. Accordingly, lack of knowledge of these Rules shall not constitute a valid defense against violation and/or fine.

The Managing Agent is authorized by this Board to enforce these Rules.

The contents of this document should not be construed to mean that these are the only rules and regulations. Common sense, the requirements of the Master Deed, along with these Rules and Regulations, should be a guide. If there is any doubt as to the applicable requirements, ask the Management Company or the Board of Directors for clarification prior to doing something that may be prohibited. Ask before you act!

4. VIOLATIONS

Violations of the foregoing rules and regulations are subject to a monetary fine that shall be a special assessment to the owner, in addition to all other legal remedies. Said fine may be assessed repeatedly upon failure of an owner to correct the infraction after notice by the Association to obey these Rules, as well as other obligations imposed by the condominium documents.

Any fine levied shall be collected in the same manner as common assessments. Any owner in violation and assessed a fine may ask to be heard by the Board of Directors or their appointed representative. The Board or representative shall hear the violator. If the Board or representative finds that the violation did not occur, the fine shall be cancelled. (Section 23, By-Laws)

Violations of the Rules and Regulations are subject to the following fines:

- A. Noncompliance – Written notification to the owner from the Board of Directors via the Managing Agent or representative, stating the nature of the alleged violation, along with fine(s) to be imposed. The violator will have thirty (30) days in which to comply or challenge.
- B. After the thirty (30) day period, there will be a second written notification demanding compliance within fifteen (15) days.
- C. After the fifteen (15) day period, there will be a fine of \$25.00 per day until the matter is resolved. (Please refer to Page 48 of the By Laws.)
- D. Penalty for vandalism or malicious destruction of property -- \$250.00, plus actual repair costs to return property to original condition.
- E. Penalty for making an alteration, addition, or modification (see paragraph 9, Alterations and Additions) without first obtaining the required prior review by the Architectural Review Committee and written approval by the Board will be \$500.00, plus the owner may be required to return the property to its original condition.

- F. Any fines or assessments will be paid within 60 days following the forty five (45) day period or be subject to an 18% interest charge. If fines remain unpaid, the POA will take legal action to collect said fines and assessments, to include foreclosure.
- G. The third cited infraction will constitute an automatic fine of Twenty five (\$25.00) dollars. (Please refer to Page 48 of the By Laws)

5. CONDUCT OF CHILDREN

Parent/Guardian is responsible for the supervision and conduct of their children at all times. Damage to the common elements or personal property of other residences is the financial responsibility of the parents/guardian.

No persons under 18 years of age are permitted to occupy a unit unless the parents or an owner are in the residence at the time. This is not intended to prohibit short-term babysitting by persons under 18, etc, but to prohibit such things as, but not limited to, teens gathering unsupervised for weekends at a home or anyone under age 18 living in a home without adult supervision.

6. PETS

In no event shall pets be permitted to roam free in any common area of the condominium. Myrtle Beach leash and license laws are to be observed at all times.

- A. Pets may be housed outside in kennels or cages, but **only** within an approved fenced area to the **rear** of the property, provided they cause no nuisance or unsanitary conditions.
- B. Pets must be carried or on a leash, no longer than seven (7) feet (City Code) and restricted to common areas. Owner or keeper of the pet is responsible for immediate clean up. (City Code)
- C. Pets shall not be tied, staked, chained or unattended on any area of the property, except as stated in "6-A" above.
- D. The owners or keepers of all pets are bound by these rules.
- E. Excessive noise by a pet or other annoyance to the residents may be cause for an order by the Association to remove a pet from the property.
- F. Under special circumstances the Association may impose special conditions upon the keeping of a particular animal on the property of \$25.00 in violation.

- G. The owners shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal in the community.
- H. Dog licenses are required and may be obtained at the Humane Society and/or 1101 Oak Street, Myrtle Beach.

7. ANNOYANCES

Being considerate of one's neighbors is essential in a condominium community. Noise becomes an annoyance during the early mornings and late evenings when most residents are resting. Excessively disturbing noises in dwellings or the common elements that interfere with the rights and comforts of neighbors cannot be allowed. Many of us traditionally reside in single-family homes and are not accustomed to having adjoining neighbors. Noise from pets, televisions, sound systems, musical instruments, residents and their visitors should be kept to a minimum at all times so that it does not disturb the neighbors and especially during the hours of 11:00 p.m. through 9:00 a.m.

8. COMMON ELEMENTS

Everything outside your unit is either Common or Limited Common Property and cannot be altered without written permission by the Board. Homeowners who do so assume the risk and will be charged for all costs incurred in returning the property to its original state.

Damage to trees, shrubbery and flowers by careless acts or intentional vandalism will not be tolerated.

Removal of trees is not the prerogative of the homeowner. The homeowner will be fined the cost of replacement of a like tree.

9. ALTERATIONS / ADDITIONS

It is extremely important to maintain a uniform and pleasing appearance to the exterior of the buildings, the grounds and the Common elements of the property. Accordingly, the following rules will be strictly enforced:

No alteration, addition, or modification may be made to any area of, in, or to, the common elements or limited common elements without prior written consent of the Board, which may refuse such consent on any basis it deems reasonable. The Board shall be the sole determiner of what is or is not reasonable. ***All requests for alterations, additions, or modifications will first be reviewed by the Architectural Review Committee or the Landscape Committee, as applicable, which will then make its recommendation to the Board. Failure to obtain prior approval may result in a substantial fine (see Paragraph 4, Violations).*** Modification Request forms are available from the Management Agency.

- A. Owners shall not undertake to do any items of exterior painting, repair, landscape or maintenance that are or will be provided by the Association under the By-Laws or Master Deed except in an emergency.
- B. Interior walls should not be removed without the written approval of the Board of Directors. All remodeling undertaken that involves plumbing and wiring requires approval by the Board of Directors.
- C. Limited common elements such as driveways, carports, and porches shall be used only for the purpose for which they were intended.
- D. Each resident shall maintain and use the dwelling in such a manner so as not to create a fire or safety hazard or damage to others and so as to preserve the exterior appearance of the dwelling.

10. MOTOR VEHICLES, BOATS, RECREATION VEHICLES AND TRAILERS

The carports and driveways of the units are Limited Common Areas. They are intended for licensed passenger vehicles only. Recreation vehicles, boats, trailers, and off-road vehicles may be parked at a unit for a temporary period not to exceed 48 hours at a time, with a maximum of three 48-hour periods in any calendar month. The streets within Seagate Village are the property of the City of Myrtle Beach and their rules should be consulted before anyone plans to park registered vehicles in the street. It must be noted that vehicles that are legally registered can be considered a hazard by the police and towed at the owner's expense.

- A. Unregistered or junk vehicles are not allowed at any time.
- B. Operation and Parking of all vehicles is restricted to paved areas only, i.e., streets, carports, driveways. (This does not include sidewalks or grass areas.) Registered service vehicles are exempt.
- C. Storage of legally registered vehicles is authorized within the Swallow Street lot. Permission to park in this area can be obtained through the Storage Lot Committee, by contacting Management Agent.
- D. Unlicensed motorized vehicles of any type are not to be operated on any grass areas of the property.
- E. Not more than two (2) motorcycles per carport (unit) are allowed.

Golf Cars:

- A. All golf cars must be City of Myrtle Beach licensed and must be insured.

- B. All drivers must be insured and licensed by the Department of Motor Vehicles.
- C. Seagate Village POA abides by the State of South Carolina License/Registration DMV Laws.

11. CARPORTS

- A. Carports are not an extension of indoor living. Therefore, only patio furniture placed only on paved surfaces is permitted. No shelving, pictures, lamps, (indoor items) and /or hammocks are allowed.
- B. No open flames are allowed at any time in the carport, including, but not limited to, Tiki torches and lighted grills.
- C. Storage of any kind is not authorized within the carport.
- D. Exercise weights/ exercise equipment are not authorized within the carport or any outside location.
- E. Toys/bicycles must be stored neatly or kept in outside storage area shed.
- F. Crowded carports are not acceptable, not only in appearance but create a safety hazard (fire, medical) to the entrance.
- G. Carport may not be used as a workshop of any kind.
- H. Potted plants or any other obstruction, are not permitted at carport entrance.

12. STORE ROOMS

Homeowners are responsible for insuring that nothing is stored in the store rooms that would be considered a fire hazard.

13. LANDSCAPING

- A. The overall appearance of the community is up to each homeowner. Landscaping can be the most attractive feature of a home and will almost always enhance its value. While the Board would like to encourage the freedom of expression by way of improving the landscaped areas, at the same time the Board must be guardian of the overall appearance of the community and exercise fiduciary responsibility when individual enhancements affect the maintenance budget.

- B.** Alterations, additions, improvements, modifications and/or changes on or to the Common or Limited Common Areas require an approved Application for Unit Landscape Modification. Failure to obtain prior approval may result in a substantial fine (see Para. 4, Violations), plus the owner may be required to return the property to its original condition.
- C.** In order to maintain consistent and efficient mowing, and worker safety, all lawns must be free of any obstacles. The landscape company has been instructed to mow around any unauthorized obstacle and report the address to the Management Company. If an unauthorized obstacle causes damage to any equipment that is operating on the property, the homeowner responsible will be assessed the cost of repair.
1. The POA maintenance budget covers only the original landscaping improvements that were in place and conveyed by the developer in 2002-2005, or subsequently made or approved by the POA.
 2. Personal items cannot be placed on any mowable surface. These items include, but are not limited to, trailers, boats, lawn furniture, play sets, swing sets, sheds, bicycles, sandboxes, ornaments, potted plants, campers, tents, grills, vehicles of any kind, and toys. The landscape maintenance contractor and/or the Board cannot be held responsible for damage to such items done in the normal course of maintenance operations.

D. Landscape Lighting:

1. Landscape lights may be placed only within existing beds and no less than twelve (12) inches from any mowable surfaces.
2. Lights must be less than 18" tall.
3. Underground wiring must meet all electrical codes. The unit owner is responsible for any damage or injury caused as a result of improper installation or maintenance.
4. To avoid a "runway" look, lights must be space no less than 4 feet apart.

E. Planting Beds:

1. Installation of planting beds is limited to the beds that existed at the time of unit closing with the developer or extensions that have been approved, in advance, by the Board in writing.

2. The POA will only maintain beds located in the front and sides of units. However, if these front and side beds have been augmented by the occupant with additional bedding plants and/or flowers, the POA will not provide de-weeding or spraying of these beds for weed control. No maintenance will be provided for beds at the rear of the unit.
3. Existing shrubs in these beds cannot be removed without permission of the Board.
4. New beds may only be created along the foundation lines of the property. Such beds must be within the unit's Limited Common Area as defined in the POA Master Deed and extend no further than ten (10) feet from the original unit foundation or approved additions. The POA will not have responsibility for upkeep of such beds, or extensions thereof, added by the owner. If owner fails to maintain such beds, the expense of any maintenance deemed necessary for visual or safety reasons will be the responsibility of the owner and will be billed separately.
5. The POA shall have the right to remove overgrown, unapproved, or unsightly plants at the discretion of the Board. Upon notification to the unit owner, additional maintenance will be billed to the individual owner.
6. Artificial plants or flowers are not allowed in the planting beds, but are permitted as potted plants.
7. Special attention will be paid to the shape and size of new beds to make sure that mowing efficiency is not compromised. Special attention must also be paid to not create areas that full-sized commercial mowers cannot easily navigate. Grass areas of less than five (5) feet in width are problematic.
8. In no case may any change be made which causes soil to be placed above the foundation of the unit. This can hold moisture against wooden parts of the structure, potentially causing termite problems.

F. Edging of Beds:

Edging of beds is permitted, with the following restrictions:

9. Edging brick or stone and landscaping timbers are permitted.
10. Edging must be installed with the finished edge parallel to existing grade, no more than three (3) inches above grade.
11. All materials must be installed in a workmanlike manner.
12. Decorative ornamental fencing made of plastic, wood, or wire is not allowed. As well as being an aesthetic issue, this is a significant maintenance and safety issue for residents and workers.

G. Ornaments, Statues, and Water Features:

13. Up to four ornaments per unit are allowed in the front and side yards,

and no more than four items in the rear yard, each not to exceed 48" in height. Items in this category include, but are not limited to, statues, birdbaths, birdhouses and gazing balls. In no case are ornaments allowed on grass areas.

14. Up to two bird feeders are allowed per unit. The feeders must be placed to the rear of the unit and cannot be placed on any mowable area.
15. Ornaments that are not allowed include, but are not limited to, decorative fencing, decorative furniture, and signs. Family name and welcome signs up to four (4) square feet are permitted. All ornaments are subject to approval of the Board.
16. The installation of water features such as fountains and ponds are prohibited due to the attractive nuisance they present.

H. Mulch:

17. It is important for the overall look of the property that the mulch used is consistent in type, color, and appearance. The POA installs and maintains pine straw in all beds in the fronts and sides of units. New pine straw is installed every spring; this is the only type mulch maintained by the POA.
18. If an owner chooses to replace the mulch at their own expense, shredded dark brown or reddish types of hardwood, cedar, cypress, pine or rubber are acceptable. Nugget or mini-nugget types are not allowed.
19. Use of decorative crushed stone or gravel creates significant maintenance problems and a safety hazard when mowing or edging beds and is expressly prohibited within 12" of any mowable surface. Any such installation, where permissible, must be edged to contain the stone. White stone is not allowed.

I. Plants:

1. The following plants are not permitted:
 - a. Palm trees with a mature height of over 10 ft. (The Cocos Palm can grow to 30 ft. or more, but in this area will not reach mature height of more than 10 ft. and will be allowed. The Sabal Palmetto is the state tree, but is not indigenous to this area. It is subject to disease and in need of constant maintenance.) Please note that if the POA is required to provide maintenance for palm trees, the unit owner will be billed for that care.
 - b. Pampas Grass

- c. Vines or any plant trained to grow on the building, particularly trained to grow in any latticework.
 - d. Banana trees, Elephant ear plants, and Cannas Lilies
2. Roses may be grown if the unit owner properly tends them. The POA will not be responsible for the proper pruning and care roses entail.
 3. Overseeding yards with rye grass seed is prohibited. It encourages weeds and is not in keeping with surrounding lawns.

J. Potted Plants:

1. Artificial plants or flowers are permitted as potted plants only. Each unit is limited to a maximum of ten (10) potted plants at the front and sides of units. The size of any individual pot is limited to 24" tall and 18" wide or deep. Plant height is limited to 4 feet tall. Vessels used are subject to the Board's discretion as to whether it is being used for its originally intended purpose.
2. Potted plants are permitted on porches, patios, carports, and in existing plant beds.
3. Due to worker safety, mowing efficiency, and community appearance concerns, potted plants must be kept no less than 12" from any mow able surface. Potted plants can be a tripping hazard, especially along sidewalks, and care must be taken in placement on the property.

K. Vegetable gardens:

20. Vegetable gardens are to be confined to the Limited Common Area in the rear of the unit, and cannot extend further than ten (10) feet from the building, if the area is not enclosed by a fence.

L. Irrigation Systems:

21. In order to maintain a uniform appearance and consistent mowing schedule, lawn irrigation systems are not permitted. Irrigation systems within garden beds are permitted.

M. Trees:

22. Trees are maintained by the POA, and should be trimmed only by a professional landscaping or tree maintenance service.
23. No trees are to be removed by homeowners. City permits are required to remove any tree, and only professional services are to be used. Report any tree problems to the Management Agent for corrective actions.
24. Any desired planting of a tree by a homeowner requires an approved Application for Unit Landscape Modification form.

14. FENCES

An area behind each unit has been designated as Limited Common Area for use by that unit's owner(s). Each owner is entitled to fence in all or a portion of that limited common area. As per the Master Deed, the owner then assumes the responsibility for maintenance of the enclosed area. Privacy fences have been installed between duplex units. A unit Modification Request form must be approved prior to any fence installation or repairs to the fence extension. Only white PVC fencing that matches existing fencing in appearance, design, and height will be allowed.

The owner is required to maintain the area within the fence, including trimming on the outside of the fence.

In the event of violation of these rules, the homeowner will be required to remove the fence. Should the fence not be removed, the POA retains the right to remove such fence.

No horse, pony, cow, chicken, pig, hog, sheep or exotic animals shall be kept or maintained within a fenced area.

Compost piles are not authorized.

Authorization to install a fence does not constitute authorization to erect any structure within the area enclosed by the fence. Such structures are separately applied for and authorized by the Architecture Committee.

15. WINDOW TREATMENTS

All window coverings must be designed for that purpose, i.e., drapes, curtains, blinds or shutters in good condition, are the only approved window coverings.

16. ASSOCIATION RIGHTS INCLUDING ACCESS/KEYS

The POA shall have the authority to adopt such rules and regulations from time to time as it considers necessary or appropriate.

The Association must retain a key to each dwelling unit to be used only in an **emergency** situation. Should any owner alter a lock or install a new lock on any door leading into the dwelling, the owners must provide the Association with a key.

Entry will be restricted to **emergency** situations or conditions within the unit that appear to, actually do, or threaten to damage other units or the building. At such times, only personnel employed by the Managing Agent will be authorized entry. These keys will be kept in a **locked key box** in the Management Office where there is a security alarm system in place when the Office is closed.

Homeowners contracting with local vendors for their unit's alteration and/or maintenance, other than that provided by the Association, are solely responsible for providing such vendors with keys.

Being locked out of a unit is not the responsibility of the Association.

If the Management Company must use forced entry during an emergency because the owner failed to provide the necessary key(s) to the POA, any repairs from such forced entry would be at the homeowner's expense.

17. FIRE PROCEDURES

If you discover a fire, please proceed as follows:

- A. Immediately call the Fire Department (911) and advise the dispatcher of the address (Seagate Village, the Former Air Force Base Housing), as well as the individual property address.
- B. Leave your home and close the door behind you.
- C. Alert the other occupants of the homes near the fire.

18. FIREWORKS

Because of the high risk of severe fire and injury hazard, all fireworks are prohibited on all Seagate property. (See City of Myrtle Beach Code.)

19. STORM PRECAUTIONS

To prevent damage from sudden storms to your own and adjoining units, please make sure that windows and doors to the outside are closed when leaving your home. Each unit owner who plans to be absent during the hurricane season must prepare their unit prior to their departure by securing all outside furniture, potted plants and other objects at their home.

20. LEASING

Owners are ultimately responsible for their tenant's and/or leasing agent's compliance with the Rules and Regulations of the Association. Any violation of the rules will be the responsibility of the owner. Owners or their leasing agents should provide tenants with a copy of the Seagate Rules and Regulations.

Because of the zoning in force at the Seagate Village Property, short-term rentals are prohibited. Leases must be in writing and must have a **minimum term of six (6) months**.

All homeowners **must advise the Managing Agent of the name, address and telephone numbers** (including emergency numbers) of the firm (if any) chosen to be their leasing agent. Each homeowner is also responsible for advising the leasing agent of the rules of the association and the changes thereto as they occur.

Homeowners are responsible for the tenants and their actions. If the Rules and Regulations are breached, the homeowner will be notified. If the situation continues, the homeowner will be fined in accordance with **Section 4. VIOLATIONS**.

21. SIGNS and SOLICITATION

No advertising signs or notices of any kind whatsoever, including "For Rent" and "For Sale" signs, shall be displayed on the exterior of any condominium or common areas. Signs may be displayed only in one front window of the dwelling.

No signs shall be displayed on a house or property that advertises a business. (Exceptions are Units 570 and 578 Mallard Lake Drive, which are designated commercial properties.)

Solicitation, whether verbal or by the distribution of forms or other papers or documents, is not permitted on the property. This includes political signage.

22. YARD SALES

All sale items and signage must be removed immediately following the sale. No yard sale will exceed two consecutive days.

23. HOLIDAY DISPLAYS

- A. Installation of decorations or lighting attached to the building that will require repair by the POA when removed is prohibited. In no case may decorations be placed on the rooftop of any unit.
- B. Displays for national holidays, as noted by United States precedent, are authorized and encouraged. The homeowner accepts full responsibility for these displays and any damage that may occur.
- C. Seasonal outdoor decorations are permitted from November 1st until January 15th. Outdoor decorations for other holiday periods, such as July 4th, Easter and Halloween, may be displayed fifteen (15) days prior to the holiday until fifteen (15) days following the date of such a holiday.

24. FLAGS

- A. Flags of the United States, Canada, the 50 individual States, US military

branches, and accredited public and private universities and colleges are permitted to be displayed. Each unit may display up to 2 flags at a time, with flag size a maximum of 15 square feet. Proper flag etiquette should be exercised when displaying these flags.

- B. Wall/Post-mounted flag holders are to be used. No flag may be mounted directly to a unit. No flag poles of any type or height are permitted.

25. ANTENNAE and SATELLITE DISHES

- A. TV Satellite Dishes and Antennae shall not be installed on roofs, exterior walls of units nor on fascia board of units (Exception: Units that have not yet been updated with vinyl soffits/metal-covered fascia may retain their already installed satellite dish mounted to the fascia until that unit is updated or the dish is relocated for any reason.) Further, no antenna or dish may be located on any porch, patio, or deck.
- B. Installation of any antenna requires an approved Modification Request prior to installation.
- C. Installation of a TV Satellite Dish requires an advance submission of an "Application for Unit Satellite Dish Installation" form.
- D. All new installations of satellite dishes or antenna must be on a pole mounted in the ground at the rear of units, not visible from the front of the unit. No part of the satellite dish or antennae equipment shall be mounted to the exterior of the unit. However, when a tall pole is needed to get the dish to a height above roof line, then the upper portion of the pole may be secured to the fascia board. The dish antenna must be one meter or less in diameter.
- E. No more than one (1) satellite dish pole per unit is authorized. If multiple dishes are desired, they must be mounted on a single pole.
- F. Location of pole/dish(es) should be as close to unit as possible, consistent with proper reception, and must not impede mowing. In no case shall pole placement exceed fifteen (15) feet out from the original foundation of the unit.
- G. If the above rules cannot be followed, or an alternative arrangement is requested, owner may submit an "Application for Unit Landscape modification" to the Landscape Committee for review, and POA Board approval, prior to any installation actions.

26. MISCELLANEOUS

- A. Clothes lines, pools, trampolines, or permanently-mounted

basketball goals are not permitted on the property. Portable basketball goals must be neatly stored when not in use.