

THE HARBOUR HOA

Rules & Regulations

Adopted May 8, 2015

Effective June 30, 2015



photo courtesy of: John Bacon

Harbour Homeowner Association **HOA Business Office**

c/o Lawrence Community Management Group
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<http://www.harbourhoa.com>

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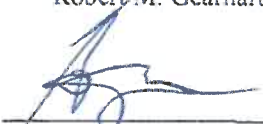
ALL FORMS MENTIONED IN THE RULES AND REGULATIONS ARE AVAILABLE ON THE HOA WEBSITE IN AN EASY FILLABLE FORMAT. PLEASE VISIT THE SITE AT www.harbourhoa.com
ACCESS PASSWORDS TO "OWNERS" ONLY AREAS ON THE SITE CAN BE OBTAINED FROM THE HOA BUSINESS OFFICE

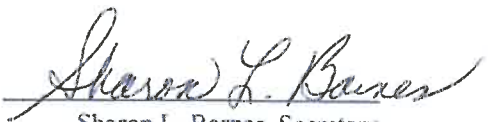
**Action by Unanimous Written Consent of the Board of Directors
for
The Harbour Homeowners Association, Inc.**

We, the undersigned, being all of the Board of Directors of The Harbour Homeowners Association, Inc. and further being all of the persons entitled to notice of a special meeting of said Harbour Homeowners Association, Inc., do hereby waive notice of such meeting and take the following action by unanimous written consent pursuant to Section 5312.04 of the Ohio Revised Code:

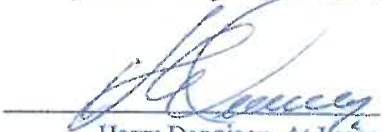
By unanimous written consent of the Board of Directors of the Harbour Homeowners Association, Inc. it was resolved that the Board repeal the existing Harbour Homeowner Association Rules and Regulations adopted March 9, 2012 and hereby accept the Harbour Homeowners Rules and Regulations adopted May 8, 2015 and made effective June 30, 2015, a copy of which is attached and the same being made a part of the Harbour Homeowners Association Inc.'s official record.


Robert M. Gearhart, President


Greg McKee, Vice President


Sharon L. Barnes, Secretary


Raymond J. Negrelli, Treasurer


Harry Dennison, At Large

Greetings to all Harbour Owners,

Your Association has been formed to “own, operate, manage and control the Common Properties and control the Limited Common Properties” in a cost effective manner for the reasonable benefit of its Owners, as provided in the recorded Declaration. Our objective is to reasonably maintain and improve the Common Properties and the quality of life it provides as *A GREAT PLACE ON A GREAT LAKE!*

To accomplish our objective of reasonably maintaining this great lake place, we are pleased to present our newly updated May 8, 2015 edition of our Harbour Homeowners ***Rules & Regulations***. This revised edition will go into effect June 30, 2015. According to the Bylaws, all our Owners, residents, tenants, their families, guests, agents, employees and any other person that uses our Common Properties and Limited Common Properties are subject to the recorded documents and to the Harbour Homeowners ***Rules & Regulations***. These common sense, rules and regulations take into consideration the reasonable health, safety, and comfort of all Owners and residents occupying Living Units. Each of us can contribute to the quality of life here at The Harbour by respecting and adhering to the policies contained in this booklet.

The rules and regulations are intended to supplement, not replace the HOA or individual Condominium Association (Phase) recorded documents. It is meant to contain the answers to your most frequently asked questions, and provide the everyday rules and consequences for non-compliance. Additional information is contained in the County recorded Declaration and Bylaws. If there should be an inadvertent discrepancy between what is expressed in this booklet and the recorded documents, the Declaration and/or Bylaws will govern.

Keep a copy of the ***Rules & Regulations*** on hand for yourselves and your guests and refer to them when necessary. From time to time we will need to add, delete, modify and revise guidelines to keep this booklet updated with current information and procedures. If something arises that is not covered in the rules, please inquire with the HOA Business Office.

Good Neighbor Policy: The Declaration and Bylaws, and ***Rules and Regulations*** define the standard of living that Owners and residents may expect from our waterside community. These documents are designed to reasonably protect the rights of each resident. However, policy and procedure cannot replace courtesy and the need to communicate with each other.

Before filing a complaint about a neighbor, take the time to have a personal discussion. Neighbors talking with each other can achieve quicker results in a friendlier fashion. Our documents are our foundation. Community spirit lies within each Owner and resident!

Learn more about your HOA at www.harbourhoa.com

THANK YOU!

The Harbour Homeowners Association, Inc. Board of Directors

HOA Business Office

c/o Lawrence Community Management Group

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Introduction to the Harbour Community

The Harbour Homeowners Association, Inc. (HOA) is an Ohio non-profit corporation, created by the Declarations and Bylaws, recorded in Erie County, Ohio, to reasonably manage the common elements including but not limited to the Clubhouse, pools, tennis and basketball courts, roads, street lights, gates, seawalls, and channel. It is not a condominium association. There are 188 Living Units that share the maintenance costs of these common elements. Currently, Owners elect the 5 member Board of Directors and the Board reasonably manages the Association affairs on behalf of the 188 Owners.

The Harbour is located in Sandusky, Ohio along the shores of Sandusky Bay and Lake Erie. All streets and roadways within the Properties are private and are reasonably maintained by the Association. About half of the Living Units in the HOA do not have direct access to boat docks on the Properties. Yet all Owners are responsible for their share (1/188) of channel maintenance, including dredging, and seawall maintenance. The documents clearly spell out this obligation.

Currently, the HOA Annual Meeting is held the first Saturday in December. The main purpose of the annual meeting is to elect Directors. Owners wishing to attend a Board meeting should call the Business Office to obtain the date, time and meeting location.

The Harbour consists of 10 condominium associations referred to as Phases. The Phases are separate condominium groups, each with a set of recorded Declarations and Bylaws that delineate the responsibilities of their Owners and the Phase. When issues occur at a Living Unit or Phase, the Owner should notify the Phase to clarify any questions regarding resolution. By getting familiar with your documents you will learn Owner, Phase, and HOA responsibilities. All the documents for the HOA and all Phases can be found on our website at www.harbourhoa.com.

The HOA Board of Directors and its employees do not have the responsibility for law enforcement. The responsibility for dealing with suspicious or criminal activity remains exclusively with the Sandusky Police Department. If you see suspicious activity you should immediately call the Sandusky Police Department.

Channels of Communication

The Board of Directors consists of 5 individuals who are Owners and are elected by their fellow Owners. Board members serve without compensation and are responsible for making the decisions affecting our Properties. Decisions concerning the Properties are made during the Board's scheduled meetings, generally held each month.

In between the regular Board meetings, the Association relies on the HOA Business Office and the Superintendent of Buildings and Grounds to carry out the Board's decisions and handle all communications by and between the Association's Owners, contractors and vendors. If you have questions or concerns about the maintenance of the Properties, please direct the matter to the HOA Business Office in writing. In case of an emergency, such as fire or theft, you should immediately contact the fire/police departments.

Board members are not individually responsible for resolving Association matters. The only exception is that you should send a communication directly to the HOA Board members concerning problems that you may have with the HOA Business Office, or the Superintendent of Buildings and Grounds. All other communications must be directed through the HOA Business Office to assure that your concerns and questions are properly addressed and answered.

East Bay Channel Association...

The East Bay Channel Association, LLC, (EBCA) the successor organization to the Pipe Creek Channel Association, is the Limited Liability Corporation formed to maintain the navigable waterway from the Harbour Properties to Sandusky Bay and Lake Erie. Members of the LLC include the Harbour Homeowners Association (HOA), the Harbour Lagoons, and Cedar Point (Marina, Hotel and Restaurant). This public, navigable waterway is named Pipe Creek Channel. Pipe Creek Channel extends from the intersection of C Channel (our private channel off Pipe Creek) to the Cedar Point Causeway Bridge. The responsibility of Pipe Creek Channel maintenance follows the land, and began in the late 1980's with the Harbour Marina (35% of responsibility), the Hotel and Restaurant (30% of responsibility) and the HOA/Harbour Lagoons (35% of responsibility). Today the Marina and Hotel-Restaurant are owned by Cedar Point, so Cedar Point contributes a total of 65% of the cost of the maintenance.

The HOA and Harbour Lagoons pay into the HOA Dredging Account by a negotiated formula established by an agreement filed in Erie County.

The HOA and Harbour Lagoons pay for any maintenance of C Channel. Cedar Point is responsible for channel maintenance south of the intersection of C Channel and Pipe Creek. These responsibilities are defined by agreement recorded in Erie County and follow the land.

Since the EBCA was formed in 2005, its operating budget has been about \$25,000 annually. The HOA/Lagoons together contribute \$8,750 each year, paid out of the HOA Dredging Account. The EBCA budget covers any channel marker purchase and maintenance, the setting (spring) and pulling (fall) of the channel markers including setting ice buoys, maintaining an inventory of lights, routine biweekly maintenance and occasional extra work (after a storm or changing out lights). Channel maintenance work is subcontracted to outside professionals through competitive bidding contracts. The organization has obtained almost all buoys through ODNR grants.

Dredging grants are available every 5 years through NOAA and the ODNR. These grants applications are made through the City of Sandusky and cover some of the cost of dredging. The EBCA maintains all the USACE dredging permits, handles grant applications and coordinates the grant applications with the City.

The EBCA meets several times a year and is active in overseeing the monitoring of the channel for optimum safety and navigability.

III. Communicating with HOA Contractors

Owners and residents are prohibited from giving work instructions to any Association service contractor, e.g. landscaper, snow plow service, plumber. This requirement is not intended to reduce or refuse service. It is simply an administrative procedure to ensure that the contractor is performing the work in accordance with the contractual agreement. All service contractor requests must be submitted to the HOA Business Office.

IV. Rules of the Common Properties

In order to reasonably maintain a clean, well maintained Common Properties all Owners, residents and guests must comply with the rules and regulations established for better living at the Harbour.

- All trash must be placed in sealed plastic bags and placed in dumpsters.
- CB, ham radio, VHF and any other type of antennae are prohibited.

Installation of any satellite dish/antenna in the Common Properties is prohibited. Any Owner contemplating the installation of a satellite dish/antenna elsewhere on the Properties must provide notification to the HOA Business Office.

- Clothes lines are prohibited.
- Hanging anything any railings or fences on Common Properties or lots, including, but not limited to, laundry, towels, boat or grill covers, etc. is prohibited.
- Only Owners, residents, and their guests with licensed motorcycles are permitted to park their motorcycles on the Properties.
- Skateboarding, roller-skating, biking and rollerblading, etc. is prohibited on sidewalks, tennis courts, basketball courts and in any pool areas.
- Tying or attaching anything in any way to seawalls or seawall railings is prohibited.
- Dumping materials of any kind into the canals is prohibited. Owners observing a violation of this rule should immediately contact the local office of the U.S. Army Corps of Engineers.
- Storing anything on decks, outside patios and hallways, under stairways or anywhere on Common Properties is prohibited. This includes, but is not limited to, furniture, bikes, recreational and play equipment, trash or trash containers, holiday trees, etc.
- Storing combustible products, including but not limited to, lubricants, gasoline, antifreeze, dry cleaning fluid, or oily rags, on any Common Properties is prohibited.

V. Clubhouse Party/Meeting Facility

Our HOA Clubhouse is available for Owners use for parties, special meetings and events. Clubhouse Rental Forms may be obtained from the HOA Business Office or from the Harbour website at www.harbourhoa.com. Owners are required to have a completed rental form with two separate checks, one for Room Rental and a second for Security Deposit. Check with the HOA Business Office for updated fees. Deposits must be received at least 5 days prior to the date of the event.

The HOA Clubhouse may only be rented by Owners who must be present for the entire event. Recreation room hours are 10:00 am to 10:00 pm unless other hours are specified and agreed upon with the HOA Business Office. Set-up and clean-up must take place during these hours. Under special circumstances there may be extended hours.

Use of the area around the pool or downstairs in the clubhouse is not limited to the event guests, but remains open for all residents' use. This includes the outdoor grill, outdoor furniture, and area around the lower deck and exercise facility.

Owners will be responsible for the charges for a certified lifeguard that is required by law if the Owner renting the Clubhouse will have 51 or more people in the pool, and/or a need for a Harbour Guard or Clubhouse/Pool Attendant.

- The occupancy limit of the recreation room is 80 people; the entire building limit is 139 people.
- Candles are prohibited in the Clubhouse and on all decks.
- Glass objects are prohibited on lower and upper decks and in and around the pool areas.
- Guests must register upon arrival with the Harbour Guards when they are on duty.
- Parking is limited to around the pool area. Overflow must park in the mailbox area.
- Guests may NOT bring their pet(s). Based on Federal and State law, the HOA does make exception for disabled persons requiring service animals.
- Directional signs are prohibited on the Properties. Please include directions to the Clubhouse in your invitations.
- Political, commercial or religious signs are prohibited from being posted outside during any event.

VI. Clubhouse Exercise Facility and Equipment

The use of the recreational exercise facility including exercise equipment (the “Facility and Equipment”) at The Harbour Homeowners Association, Inc. is for the Owners, residents, and guests only. The Board of Directors for The Harbour Homeowners Association, Inc. reserves the right to suspend Facility and Equipment privileges and/or levy reasonable enforcement assessments for violation of these rules and regulations. *The occupancy limit of the recreation room is 59 people; the entire building limit is 139 people per Sandusky fire regulations.* Any Owner, resident or guest MUST have a signed waiver on file at the HOA Business Office in order to use the facility. Waiver forms for “Owners” and “Residents” are available on the HOA website.

USE AT YOUR OWN RISK!

The Harbour Homeowners Association, Inc., its Board members and officers, residents, owners, agents, and/or employees are not responsible for any injuries or accidents caused while using the Facility and Equipment. By voluntarily electing to use the Facility and Equipment you are on notice that by using the Facility and Equipment you waive all rights to make a claim for any damages and/or losses in any way associated with said use against the Association, its Board members and officers, residents, owners, members, agents, and/or employees.

You are also on notice that the Facility and Equipment is unsupervised and an accident or incident could occur that could result in property damage or injury, including death. You assume 100% of the risk of damage or injury arising from or related to the voluntary use of the Facility and Equipment.

FOR SAFETY REASONS persons under the age of 15 are not permitted to use the Facility and Equipment unless accompanied by and under the supervision of an adult Owner or resident over 18 years of age. This room and facility are under video recording for the safety of those using the facility and to aid in the prosecution of crimes against this facility. The cameras are not intended or monitored to catch wrongdoing as it is happening or observe a person who is injured or in distress in real time. Rather, they are a means of deterring people from damaging the equipment or otherwise breaking the rules.

ATTIRE

- Proper exercise attire is required.
- Swimwear is prohibited.
- Appropriate athletic footwear must be worn in the fitness center.
- Bare feet are prohibited.

MISCELLANEOUS

- Removing equipment from the room, and/or moving equipment around the room is prohibited.
- Bringing equipment into this room is prohibited.
- No loud music or TV volume. Headphones must be worn.
- Food, candy and gum are prohibited.
- Alcohol, pop, and juice drinks are prohibited. Only water is allowed.
- You must wipe off the pads and handles of all machines when you are done using them.
- Remove wet/snowy shoes (from any inclement weather) before entering the fitness room.

VII. *Swimming Pools*

NO LIFEGUARD IS ON DUTY! SWIM AT YOUR OWN RISK!

All HOA pools are open 7 days a week from Memorial Day through Labor Day. All Owners must use their FOB to enter the Clubhouse or Island Pool. Tower residents' FOBs will access all HOA pools. Hours will be announced and posted.

- The HOA pool(s) may be closed at the discretion of the Board of Directors or the HOA Business Office, due to inclement weather and on days when the temperature fails to reach 70 degrees Fahrenheit or for any safety and/or health reason.
- Showers must be taken before entering all HOA pools.
- All persons using the restrooms/locker rooms at the clubhouse must leave these areas in a clean, neat and sanitary condition.
- Persons having any disease of the eye, ears, nose, throat or skin or any other communicable disease are prohibited in any HOA pool.
- All persons with bladder or bowel control problems are prohibited from using the pool (unless they are wearing appropriate protective garments (e.g. swim diapers).
- Persons with long hair must tie it up or wear a bathing cap.
- Running, pushing, shouting, diving or unnecessary splashing are prohibited.
- Small portable radios with headsets, I-Pods and laptop computers are permitted in the pool area. Electrical devices are prohibited.
- Glass objects are prohibited in pool and pool area.
- Food or drinks are prohibited in the pool.
- Only furniture provided by the Association may be used in pool area. Persons are prohibited to move furniture around or out of the pool area.
- Skateboards, bikes, roller blades/skates, scooters, etc. are prohibited in the pool area.
- Tubes and floaters are permitted in the pool providing they are not disturbing other Owners or residents.
- FOR SAFETY REASONS persons under the age of 12 in the pool area must be accompanied and supervised by an adult who is an Owner or resident at least 18 years of age of a Living Unit.
- The pool and pool areas are for the exclusive use of the Owners, their residents, tenants and guests. Owners are, in all cases, responsible for the conduct of their residents, tenants and guests.
- Pets are prohibited in any of the pool areas. Based on Federal and State law, the HOA does make exception for disabled persons requiring service animals.

VIII. *Roads, Parking Areas and Motor Vehicles*

- All mechanical, maintenance, repairs and services, including fluid exchanges/services (oils, lubricants, coolants, antifreeze or winterizing chemicals) are prohibited on Common Properties.
- All vehicles including golf carts and motorcycles permitted on the Common Properties must bear current state license tags, and be operated by someone with a valid driver's license.
- Owners will be provided two (2) Harbour Parking Stickers. Owners are required to display the sticker on the driver's side, lower corner of the vehicle windshield.
- Resident vehicle registration must be completed with the Renter Application. Residents will be provided with a Vehicle ID to be displayed in their vehicle.
- Vehicles must observe the 25 MPH speed limit throughout the Properties. Watch out for walkers, runners, bikers, skateboarders, roller bladers and lots of pedestrians!
- Trucks, trailers, boats or RV's may be parked in enclosed structures, or temporarily parked only in the Common Properties mailbox area for a maximum of 24 hours. Disabled, inoperable, or abandoned vehicles not parked in enclosed structures may not be left on the Properties for more than 24 hours. Owners may request up to 7 days of extended car parking in the Common mailbox area by contacting the HOA Business Office in writing.
- All vehicles must be parked between the marked lines in a single space only.
- There is a parking space for each Owner or resident. Additional vehicles visiting Living Units must park at the mailbox area. Any motor vehicle found in violation of the *rules and regulations* may be towed and stored at the owner's expense in addition to any other assessments imposed.
- All operators of any golf cart as defined by Ohio revised code sections 4501.01, 4503.01, and 4505.01 must operate their vehicle within the Common Properties in a safe and lawful manner.
- The driving of a golf cart within the Common Properties by any Owner, resident, or guest is prohibited with the exception that such vehicles maybe operated only within the roadways and driveways of the community for the purpose of parking in an area designated by the Board.
- Golf cart operators must be a licensed driver per Ohio revised code 4507.02. Driving from the passenger-side is prohibited.
- Proper lights and reflectors must be in place and used if the golf cart is operated at night. Vehicle direction signs apply to all motorized vehicles.

IX. Tennis and Basketball Courts

- All persons using the tennis courts or basketball courts must wear tennis shoes with rubber soles. Any other types of shoes are prohibited on the courts.
- Play must be limited to one hour when others are waiting to use any of the courts.
- When leaving the courts, you must discard any trash in the trash receptacles provided in the clubhouse and the pool area.
- Pets, recreational and play equipment, bikes, skateboards, roller blades, scooters, etc., are prohibited on the courts at any time. Based on Federal and State law, the HOA does make exception for disabled persons requiring service animals.

X. Soliciting

- Commercial, religious, political or Owner's signs, including "For Sale" signs, are prohibited anywhere on the Properties. Open House signs are permitted during the event and in specified locations (see Living Units for Sale).
- Solicitation is prohibited within the Common Properties.
- Owners are prohibited from conducting any business (i.e. garage sale, estate sale) that is evident to the public or other Owners.

XI. Display of American Flag

- One standard-sized flag (not to exceed 3' x 5') of the United States of America is permitted to be displayed in the location as determined by the Phase(s), provided that the flag must be made of nylon, polyester or cotton.
- The location of the flag must not interfere with the use of any walkways or obstruct the view of any driveways for motorists or pedestrians.
- The installation of a free-standing flagpole by and owner in the ground or the Common Elements is prohibited.
- The flag must immediately be removed and/or replaced once it is worn, faded, and/or tattered.

Due to past fires, and resulting collateral affects, any violation of the following rules XI, XII, XIII, and XIV may cause an Owner a substantial enforcement assessment for creating a dangerous situation. If fire code is violated, the Fire Marshall will be called, in addition to enforcement from the Association. Rule violations that go beyond the fire code will be handled by the Association.

XII. Fireworks

Igniting any fireworks of any kind or sky lanterns or both is prohibited on the Properties. The enforcement assessment for this violation is \$1,000.00. An Owner will also be assessed for residents or guests violating this prohibition of fireworks.

XIII. Grills and Propane Storage

Grill or apparatus, whether gas, propane, electric or any other kind, whether flame or flameless, is prohibited to be used on any deck or patio, or within 10 feet of any deck, patio or other housing or garage structure. *When using any grill, Owners are required to have an approved Fire Extinguisher within 10' of the grill (Ohio Fire Code). The Fire Extinguisher must meet NFPA recommendations for extinguishing ABC type fires and be UL Rated 3-A:40-B:C.* Descriptions: A (Trash, Wood, Paper), B (Liquids), C (Electrical Equipment)

No propane tank over 2.5 pounds water weight (one pound propane weight) may be stored in or within a 10 feet radius of any housing or garage structure. (Ohio Fire Code)

Propane tanks larger than 2.5 pounds water weight (one pound propane weight) on the Properties must be stored in a fire code approved and secure propane tank storage cage, set up by the Owners' Phase, and only with approval of the HOA Board of Directors and Sandusky Fire Department. This rule prohibits the storage of propane tanks over 2.5 pounds water weight on any deck, patio, dock, or inside any housing or garage structure. Violations of any Fire Code should be reported to the Sandusky Fire Department at the non-emergency number 419-627-5822.

XIV. Open flame recreational units

Fire pits, chimaeas, or open camp fires or any other kind or open flame recreational units, are prohibited on the Properties. Persons are prohibited to throw, place, or cause to be thrown or placed, a lighted match, cigar, cigarette, matches or other flaming or glowing substance or object on the Common Properties.

XV. Fueling Boats, jet skis and other fuel propelled vehicles

Fueling any boat, jet ski, any other motorized water or land vehicle at any Owner dock or on the Properties is strictly prohibited. Owners found guilty of violating this rule will be turned over to local authorities and may face an enforcement assessment. Any Owner or resident that sees this activity should call the Sandusky Fire or Sandusky Police immediately.

XVI.

Pets

- Animals such as rabbits, livestock, fowl or reptiles of any kind are prohibited from being raised, bred or kept in any Living Unit or the Common Properties except for dogs, cats, or household pets that may be kept subject to rules and regulations, provided that they are not bred, kept or maintained for any commercial purpose.
- One dog and one cat are allowed per Living Unit.
- All pets are to be on a hand-held leash and closely supervised by their owners at all times when on the Properties. A maximum of 6-foot leash is recommended.
- Pets are prohibited in any pool areas, tennis courts or basketball courts. Based on Federal and State law, the HOA does make exception for disabled persons requiring service animals.
- Pet owners are responsible for immediate clean up after their pet in any Common Properties.
- Pet owners are responsible for any and all damages caused by their pets to any area or property including but not limited to shrubs, bushes, trees, and grass.
- Tying any pet to trees, stakes, garages or anything located in the Common Properties is prohibited.
- WILDLIFE is not a pet! Do not feed Canada Geese, Seagulls or other critters on the Properties.

XVII.

Trash/Recycling/Yardwaste Removal

The HOA now provides separate recycling and yard waste collection!

- Large items such as mattresses, furniture, carpet, tires, etc, must be removed from the Properties at the Owner's expense. This also includes materials resulting from having contract work done inside a Living Unit. These items may not be placed in HOA trash receptacles!
- Appliance removal - Contact the HOA Business Office for assistance.
- All trash must be placed in plastic bags and securely tied. Loose trash in trash bins is prohibited.
- Yard waste is prohibited in trash dumpsters. Owners may use the yard waste dumpster, or contact the HOA Business Office for yard waste removal.
- Large boxes, packing or shipping materials and cardboard, must be broken down or cut down prior to being placed in recycling or trash dumpster. Shipping pallets are prohibited in trash.
- All trash must be placed into the trash dumpster. If trash is found outside the dumpster the HOA will attempt to identify the Owner and assessments may be charged.
- Any trash left outside a Living Unit will be removed and the Owner's account will be assessed.
- Fish offals (guts), lubricants, coolants, antifreeze, paint, thinners, or other hazardous liquids or materials must be removed from property at the Owner's expense. At no time should any of these materials be placed in the trash dumpsters.
- Combustible products i.e., lubricants, coolants, antifreeze, paint, thinners, gasoline, dry cleaning fluid, oily rags, are prohibited from being stored in any Living Unit or garage unless it is in an OSHA or UL approved combustible storage container.

Recycling is voluntary. However, homeowners who throw trash into recycling or yardwaste containers should expect an assessment from the HOA Board that will include the cost Republic Waste charges from the recycling facility for recycling or yard waste containers that include trash. These charges range from \$300 to \$500.

XVII. Work Order Procedure

Owners needing Phase work to be performed by the HOA Staff must first contact their Phase President. A Work Order for Phase work cannot be submitted by individual Owners unless they are agreeing to pay for the work themselves. Phase governing documents delineate what is paid for by that Phase. Please refer to the governing documents for guidance. A simple Work Order Form, available on-line, must be completed for proper tracking of the request.

If an Owner identifies areas to be addressed in the Common Properties, contact the Harbour Business Office by email or in writing to register that concern.

XVIII. Reasonable Snow Removal

The HOA provides reasonable snow removal throughout the winter. HOA reasonably maintains the walks and drives of year-round residents. If you are not at the Properties full time, please call the office 24 hours prior to arrival to ensure that your walkway and driveway are reasonably shoveled and/or plowed. *Please notify the HOA Business Office with any special needs or issues relating to snow/salting issues.*

XIX. Deliveries or Service Vendors

For property security, Owners/residents must notify the HOA Business Office for deliveries, contractors and guests when they are not going to be there to answer their call. If an Owner/resident needs their Living Unit key given out for any reason, prior written authority is required from the Owner/resident to the HOA Business Office in advance.

XX. Lockouts

During regular business hours the HOA Business Office will attempt to assist Owners or residents in the event of a lockout, provided they are able to show some type of identification. When Owners or residents are locked out after office hours the HOA Management recommends contacting a local locksmith for entry.

XXI. Architectural Control Board (ACB)

Any external additions, modifications, attachments, material substitutions, color changes, structural changes or any other changes to any building, dock, fence, wall or other structure and/or landscaping, requires prior written approval from the ACB or Board of Directors. Individual Owners requesting changes must seek formal approval from their Condominium Association (Phase) before coming to the ACB. To submit a request for an exterior modification, the Owner(s) must be current in all HOA fees and assessments.

Condominium Associations (Phases) requesting changes must show 1) written verification that their request was approved by their Condominium Association board and 2) that their Owners have been notified of the pending request for a Condominium Association modification.

Requests, whether for individual Owners or Condominium Association, must be placed in writing directed to the Board of Directors and ACB and *include detailed plans and drawings*. The ACB will evaluate the requested change as to the effect the proposed change will have on harmony of external design and location in relation to surrounding structures and topography. The ACB will present its recommendations to the Board of Directors.

The Board of Directors will make the final determination, and notify the Condominium Association (Phase) or Owners of its decision within 30 days of receiving the complete formal request in writing. If the Board fails to approve or disapprove the request within 30 days after complete plans and specifications have been submitted to it, the proposed request shall be deemed approved and in full compliance with this section. The Board of Directors may appoint members to the ACB, or act as the ACB.

XXII. Leases and/or Rentals of Living Units

- An Owner that leases out their Living Unit gives up the right to use the Common Properties, including but not limited to pools, clubhouse, tennis/basketball courts, except for ingress and egress.
- A fully executed Property Lease Form must be submitted and on file 5 days prior to occupancy for tenants to gain access to the Properties. A copy of the lease form can be found in the Appendix of this document. Lease forms are also on the HOA Website. The following information must be provided before the tenant takes up residence:
 - Copy of the lease;
 - Full name of tenant;
 - Names of all residents of the Living Unit;
 - Home and business telephone number of tenant(s);
 - Provide vehicle information for their vehicles being parked
- Owners may not rent/lease their Harbour property for less than 30 days unless their Phase documents provide different stipulations regarding minimum allowable rental times.
- An enforcement assessment may be applied to the account of any Owner that does not submit an executed Property Lease Form at least 5 days prior to renting /leasing your Living Unit.
- Owners and/or rental agents must provide a copy of the rules and regulations for their lessees and guests. Copies of the HOA Rules and Regulations may be obtained from the HOA Business Office for a fee, or are accessible on line at www.harbourhoa.com .
- The lease document must contain a clause making it subject to the covenants and restrictions in the Declarations, Bylaws, and rules and regulations.
- The Owner is responsible for the actions and violations of tenants and their guests. The Owner is responsible for rule enforcement assessments and all other damages and any recourse the Owner may wish to take against a tenant who is in violation.
- An Owner that falls behind in HOA dues/assessments will forfeit their, their residents, tenants and guests access and use of all Common Properties, except for ingress and egress, including, but not limited to HOA buildings, pools, and tennis or basketball courts until all dues and assessments are made current.
- Tenants must obtain proper tags for their vehicle from the HOA Business Office.
- Tenants with problems or complaints should address their rental agent or Owner to resolve those issues.

XXIII. Living Units for Sale

- Window “For Sale” signs are permitted, but shall not exceed 9 square feet. No other “for sale” signs may be posted on Properties.
- Real estate agents must meet their prospective buyers at the gate.
- Contact the HOA Business Office for gate codes for open houses.
- Open house signs may be displayed during the hours of the open house only. All signs MUST be removed after the event. Open House signs may only be displayed at the Guard House and in front of the Living Unit having the Open House function.

XXIV. Enforcement

A. Complaint Procedure

Any violation of a serious nature that affects the safety of the owners or residents, and/or incidents involving rowdiness, drunkenness, excessive noise, nuisance, animals, or other criminal violations should be reported by the Owner or resident to the Sandusky Police Department. When violations of a serious nature occur, legal action may be immediately initiated. Owners, their residents or guests that report incidents to the Sandusky Police Department, may also file a complaint to the HOA Business Office for the HOA record.

1. Filing a Complaint

- Complaints concerning violations of the rules and regulations by other Owners, residents or guests must be made to the HOA Business Office in writing, (email is valid), and must include the complainant's Living Unit number, phone number and signature. The complaint must include a written description of the violation. A complaint form is available, but not necessary if the written complaint includes all the information. Owners may list other witnesses to the rule infraction on their complaint.
- In cases where there has been no formal complaint filed, but the Board has seen clear and substantiated evidence of rule violation, the Board of Directors may act as the complainant.
- In certain non-emergency situations the HOA Business Office may send an Owner a "Friendly First Notice" to identify the violation and request the Owner's response and cooperation in compliance.
- Any complaints by tenants must be addressed to the rental agent or Owner.

2. Investigating a Complaint

- The Board of Directors, HOA Business Office, or their designee, will attempt to contact the alleged violator following the receipt of each written complain. An Owner's failure to respond to the written complaint does not negate their responsibility to comply with the *Rules & Regulations* and procedures.

B. Enforcement Procedure

- The Owner is responsible for any violation of the Declaration, Bylaws or rules and regulations ("Governing Documents") by the Owner, guests, or the residents, including tenants, of his/her Living Unit.
- Notwithstanding anything contained in these rules and regulations, the Board has the right to proceed, immediately or otherwise, with legal action for any violation of the Governing Documents, as the Board, in its sole discretion may determine. The entire cost of effectuating a legal remedy to impose compliance, including court costs and attorneys' fees, will be assessed to the account of the responsible Owner.

- All costs for extra cleaning and/or repairs to the Common Properties stemming from any violation will be added to the responsible Owner's account.
- In addition to any other action and if applicable, in accordance with the procedure outlined below, the Board MAY: a) levy an assessment for actual damages, and/or b) levy a reasonable enforcement assessment per occurrence, and/or c) if the violation is continuous and ongoing in nature, levy a reasonable enforcement assessment per day.
- Prior to the imposition of a charge for damages to the Common Properties or other property, or an enforcement assessment for a violation, the following procedure will be followed:
 1. Written notice(s) will be served upon the alleged responsible Owner specifying:
 - a. If applicable and in the absence of any emergency involving an imminent risk of damage or harm to Common Properties or other property or to the health or safety of any person, a reasonable date by which the owner must cure the violation to avoid the proposed charge or assessment; and
 - b. A description of the property damage or violation; and
 - c. The amount of the proposed charge (or, if unknown, a reasonable estimate of the proposed charge) and/or enforcement assessment; and
 - d. A statement that the Owner has a right to, and the procedures to request, a hearing before the Board to contest the proposed charge and/or an enforcement assessment.
 2. To request a hearing, the Owner must mail or deliver a written "Request For A Hearing" notice, which must be received by the Board not later than the tenth day after receiving the notice required by Item 1 above.
 - a. If an Owner timely requests a hearing, at least seven days prior to the hearing the Board will provide the Owner with a written notice that includes the date, time, and location of the hearing. If the Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the charge for damages and/or an enforcement assessment will be immediately imposed; and
 - b. At the hearing, the Board and alleged responsible Owner will have the right to present any evidence. This hearing will be held in Executive Session and proof of hearing, evidence or written notice to the owner to abate action, and intent to impose a charge for damages or an enforcement assessment will become a part of the hearing minutes. The Owner will then receive notice of the Board's decision and any charge for damages enforcement assessment imposed within 30 calendar days of the hearing.
 3. The Association may file a lien for a charge for damages and/or an enforcement assessment that remains unpaid for more than 10 days.

XXV. Dues and Assessments (revised 4/9/15)

A. Monthly Billing Dates

Monthly Billing Date	Due Date	Past Due Date	Late Charge
1st day of each month	1st	10 th	11 th *

*A monthly late fee of \$25.00 is imposed on payments received after the 10th unless the 10th is a weekend or legal holiday and then the late fee is imposed on the next regular business day.

B. Collection Policy

1. All assessments, including maintenance fees, are due on the first day of each month and are considered late if not received by the 10th of month.
2. An administrative late charge of \$25 per month shall be incurred for any late payment and on any unpaid balance and applied on the 11th of the month. (Subject to increase upon further notice.)
3. An interest charge of .83% monthly may be applied to accounts that are more than 30 days in arrears.
4. Any payments made shall be applied in the following order:
 - a. Interest and/or administrative late fees owed to the Association;
 - b. Collection costs, attorneys' fees incurred by the Association; and
 - c. Principal amounts owed on the account for common expenses and assessments.
5. Any past due dues and/or assessments may cause a lien and foreclosure to be filed against the Living Unit.
6. Any costs, including attorneys' fees, recording costs, title reports and/or court costs, incurred by the Association in the collection of delinquent assessments shall be added to the amount owed by the delinquent Owner.
7. If any Owner (either by his or her conduct or by the conduct of any resident) fails to perform any act that he/she is requested to perform by the Declaration, the Bylaws or the rules and regulations, the Association may, but shall not be obligated to, undertake such performance or cure such violation and shall charge and collect from said Owner the entire cost and expense, including reasonable attorneys' fees, of such performing or cure incurred by the Association. Any such amount shall be deemed to be an additional assessment and shall be due and payable immediately following notification of such charge and the Association may obtain a lien for said amount in the same manner and to the same extent as if it were a lien of common expenses.
8. If any Owner is delinquent in the payment of any fees for more than 30 days, the Board may suspend the privileges of the Owner to vote and/or suspend the privileges of the Owner (including his/her residents, tenants, and guests) to use any of the Common Properties including but not limited to the pools, clubhouse, tennis/basketball courts.

The HOA Business Office provides ACH services for automatic payment of HOA dues and assessments. Contact the Business Office to get up to date instructions for that service.

XXVI. RECORD INSPECTION POLICY

1. RECORDS AVAILABLE FOR INSPECTION

A. The Harbour Homeowners Association's Board may withhold from inspection any records that in its reasonable business judgment would:

- i. Constitute an unwarranted invasion of privacy;
- ii. Constitute privileged information under the attorney-client privilege;
- iii. Involve pending or anticipated litigation or contract negotiations or enforcement matters; and/or
- iv. Involve the employment, promotion, discipline, or dismissal of a specific Board Member or employee.

2. ALL REQUESTS FOR RECORDS MUST BE IN WRITING

A. An Owner who wants to inspect or copy the Association's records must submit a written request to the HOA Business Office. The request must specify the particular record(s) desired, including pertinent time periods, and shall state whether the request is for inspection or copying. The request must be sufficiently detailed to allow the Association to retrieve the record(s) requested. (The Request to Inspect Records Form is available at www.harbourhoa.com or through the HOA Business Office.)

3. ONLY OWNERS OR AUTHORIZED REPRESENTATIVE MAY INSPECT

A. Every Owner has the right to inspect or copy the Association's records in compliance with the rules and procedures contained in this policy.

B. An Owner may authorize, in writing, an attorney or other designated representative to conduct this inspection or request copies on the Owner's behalf.

4. RULES OF CONDUCT AND PROCEDURE GOVERNING REQUEST TO INSPECT/COPY

A. All inspections will take place at the Association's office or at such other location as the Board designates. Owners are prohibited to remove original records from the location where the inspection is taking place.

B. The Association will make records available for inspection on or before the 7th business day after the Association actually receives the written inspection request. This time frame may be extended if the records requested are so voluminous or otherwise in such condition as to render this time frame unreasonable. However, under certain circumstances a request may be processed within 24 hours. The Association will notify the Owner (by telephone, in person, by email, or in writing) that the records are available, and specify the time, date, and place for the inspection.

C. Owners are prohibited to alter Association records in any manner.

D. All people inspecting or requesting copies of records must conduct themselves in a business-like manner and not interfere with the operations of the Association's office or such other location where the inspection or copying is taking place. The HOA Business Office, or place of inspection or copying, will assign one staff person to assist in the inspection. All requests for further assistance and copying during an inspection must be directed only to that one staff person.

E. During an inspection, the Owner may designate for copying such records by use of a tab, clip, or Post-It note upon the page(s) desired.

F. Owners will not exercise their inspection or copying rights to harass any other Owner or resident, board member, its managing agent, officer, director, or employee.

5. CHARGES FOR COPIES/INSPECTION

A. Upon written request, Owners will be provided meeting minutes at no charge.

B. Other than meeting minutes, the Owner must pay per page for copying regular or legal sized records. In addition, the Owner must pay a minimum clerical fee of \$10.00 for the copying of pages 1 through 50, plus an additional clerical fee of \$5.00 for every increment of 50 pages copied thereafter.

C. To preserve the sanctity of the records, a physical records inspection requires the presence of a staff member. The Owner must pay \$20 per hour in quarter hour increments for staff attendance at the records inspection.

D. The Owner must pay the costs of copying and/or inspection at the time of billing for copies or actual inspection. However, the Board may, in its sole discretion, require advance payment.