



Marina Villa Condominium No. 1
Rules & Regulations
Adopted August 2, 2020
Effective August 31, 2020

HOA website for by-laws and declaration:
<https://harbourhoa.com/properties/marina-villa/>
Guard shack gate code: 2814#
Remington gate code: 4511#

Table of Contents

Action by Unanimous Written Consent of the Board of Directors	4
Parking:	6
Elevators and Luggage Carts:.....	6
Contractors:	6
Alterations of Common Elements Declaration Article XI, Section D States:.....	7
Outdoor Security Cameras:	7
Awnings:	7
Outdoor Ceiling Fans:.....	7
Unit Remodeling:	7
Faucets (spigots):.....	7
Flags:.....	8
Garage:	8
Lounging or Storage in Common Elements:.....	8
Laundry or Rubbish in Common Elements:.....	8
Landscaping:.....	8
Pets:.....	9
Wildlife:	9
Litter:	9
Fireworks:	9
Noise Disturbances:.....	10
Open Flames:	10
Grills and Propane Storage:	10
Trash and Recycling:	11
Winterization Policy:	11
Enforcement.....	12

Complaint Procedure.....	12
Filing a Complaint	12
Investigating a Complaint.....	12
Enforcement Procedure	12
Dues and Assessments – Marina Villa Quarterly Billing Dates	14
Marina Villa - Collection Policy.....	14
Harassment Policy:	15

Action by Unanimous Written Consent of the Board of Directors
for
The Marina Villa Condominium No. 1, Inc.

We, the undersigned, being all of the Board of Directors of The Marina Villa Condominium No. 1, Inc. and further being all of the persons entitled to notice of a special meeting of said Marina Villa Condominium No. 1, Inc., do hereby waive notice of such meeting and take the following action by unanimous written consent pursuant to Section 5312.06 of the Ohio Revised Code:

By unanimous written consent of the Board of Directors of the Marina Villa Condominium No. 1, Inc., it was resolved that the Board repeal any past adopted Marina Villa Condominium No. 1, Inc. Rules and Regulations and hereby accept the Marina Villa Rules and Regulations revised August 2, 2020 and made effective August 31, 2020, a copy of which is attached and the same being made a part of the Marina Villa Condominium No. 1, Inc.'s official record.

Marianne Shiff, President

William Bayer, Vice President

Thomas Walchanowicz, Treasurer

Daniel Cobb, Secretary

Ryan Kraft, At Large

Signatures on file

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.

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, the ***Rules & Regulations*** for Marina Villa Condominium No. 1, Inc. and the Harbour Homeowners recorded documents along with the Harbour Master HOA ***Rules & Regulations***.

The ***Rules and Regulations*** are intended to supplement, not replace our 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. 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 Board of Directors.

Good Neighbor Policy: 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.

The Marina Villa Condominium No. 1, Inc. Board of Directors
c/o Associated Property Management
5090 Park Avenue West
Seville, OH 44273
P 330-722-3000

The Association's Board maintains the following Unit Owners/tenant information:

- Full name of Unit Owner(s)/tenant and names of all Occupants living in Unit.
- Home and/or cell and applicable business telephone number of Unit Owner(s)/tenant(s).
- All information is used to protect the tenants and their property and relay information/newsletters. Your information is treated as confidential, but is available to the Board in the event we need to contact you if a vehicle needs to be moved due to; maintenance (tree trimming, paving, etc.) parking in someone else's spot (in order to avoid the expense of towing) and other as need be reasons.
- Registered sex offenders are prohibited from occupying a residence within The Harbour.
- Unit Owners are required to update the Board with any changes to your contact information, any sales/rentals of units and or garages, and with any change to the Occupants of your Unit within 30 days of the occupancy change occurring.

Parking:

- All Marina Villa Units are assigned designated parking spots. Educate your guests on where to park and where not to park. We have limited guest parking, consider your neighbors and request that your guests park in the overflow lot.
- Parking in front of your building for 20 minutes to load or unload your vehicle is permitted.
- Vendors and contractors must park in your spot, guest parking or the overflow lot. They may park in front of your building while loading or unloading only.

Elevators and Luggage Carts:

- Smoking in elevators is prohibited.
- Large furniture must be carried up the stairs. The elevator walls contain magnets that operate the start and stop features of the elevator. If large items are leaned up against or jar the wall panels the Association will assess the costs of the repair to your Unit's account.
- Luggage carts are to move luggage and other lightweight household items only. Inform your contractor that they are not allowed to use the luggage carts. If you are using one of the "luggage carts" you must return it to the foyer area underneath steps by elevator. If you or your contractor damages the luggage cart, the Association will replace the cart and assess the costs to your account.

Contractors:

- Construction trailers are permitted to be parked in the overflow lot after unloading.
- The luggage carts are prohibited from contractor use.
- Construction hours are 8 AM – 6 PM Monday through Friday. Unit Owners working on the weekends must respect these hours as far as loud noise is concerned.
- Construction material is prohibited in any dumpster on the Condominium Property. The Unit Owner will be billed for a special pickup if the Unit Owner or the Unit Owner's contractor uses the Association's dumpster.
- Sawing, drilling, painting, extension cords are prohibited on common deck walkways. All work must be done on ground level away from common walkways or inside your Unit. If you or your contractor leaves dust and debris anywhere it must be cleaned up immediately. If it is not cleaned up and the Board must call our cleaning service, the Unit Owner will be

billed for the special clean-up. Please check their entire path (the stairwell, the elevator and the parking lot).

- Your contractor must use your Unit's electricity not the building's outlet.

Alterations of Common Elements Declaration Article XI, Section D States:

Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of a building and no sign, awning canopy, shutter shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Association.

Alterations that are allowed with Association written consent are:

Outdoor Security Cameras:

To the extent it fastens to the door frame of your Unit, faces outward and cannot capture video or photos of other Unit Owners' doors, windows, patios or other area where a Unit Owner has a reasonable expectation of privacy. Any visible wiring on the outside of the common elements is prohibited. During building maintenance or in the event of a sale the Unit Owner is responsible for repair and painting of door trim. Ohio law prohibits Unit Owners from recording, any wire, oral, or electronic communications without the consent of one of the persons being recorded.

Awnings:

Must be constructed of approved materials, fabric and properly installed to be considered for approval (if electronic they must be hard wired in by a licensed and insured electrician). In the event the association performs any maintenance on the building the Unit Owner is responsible for the removal and reinstallation of awning. Currently the only approved awning fabric is Sunbrella® Awning Stripe 4895-0000 Motive Denim Fabric.

Outdoor Ceiling Fans:

With written Association approval and hard-wired installation by a licensed and insured electrician a maximum of two fans of reasonable size are permitted per unit patio or deck of exclusive use.

Unit Remodeling:

Nothing shall be altered or constructed in or removed from common elements, except upon written consent from the Association and an approved architect. (ie interior walls, plumbing and electrical that runs through other units and fire walls).

Faucets (spigots):

- Outside faucets are for a shared use. The Association pays the water bill as a common expense. Unit owners with shut off valves within their condo are responsible for turning on the spigot in the spring and turning off in the fall.

Flags:

The Board of Directors supports our nation and its military, as well as Owners' desire to display flags that are representative of these causes. In an effort to ensure that Owners display these flags respectfully, in a way that honors the values that each flag is intended to symbolize, the Board has adopted the following rules.

- Owners may install one flagpole on the exterior of their Unit. It must be no longer than five feet in length. The flagpole holder must be white in color.
- Due to the size and character of the surrounding Buildings and the Common Elements, free standing flag poles are prohibited to be installed outside of a Unit.
- To avoid excessive exterior displays and reasonably preserve property values, Owners are permitted to display flags that are currently protected by Federal and State laws, subject to applicable Board-adopted rules. Specifically, Owners are permitted to display the following flags on the flagpole described in Paragraph 2: The United States flag, State flag, and POW/MIA flag. Flags must be no larger than three-feet-by-five-feet.
- Flags must be displayed in accordance with applicable federal patriotic customs, State laws, and local ordinances. Flags must be made of nylon, polyester, or cotton material.
- Owners are responsible for maintaining and replacing their flag(s) and flagpole in a good state of repair. In the event a flag becomes torn, faded, or in any other way mutilated, the Owner must immediately remove or replace the flag(s). If the Owner sells their Unit, the Owner must remove the flagpole and restore the trim to its original condition.

Garage:

- Garage doors should be kept closed and electrical items should be turned off when not in use. The Association pays the electric bill as a common expense.

Lounging or Storage in Common Elements:

- Except in areas specifically designed and intended for such purpose there shall be no recreational activities, lounging or storage of items that may impede the walkway of a common element walkway for any period of time.

Laundry or Rubbish in Common Elements:

- Hanging or exposing any clothing, sheets, blankets, or other laundry items on the Common Elements or Limited Common Elements is prohibited.

Landscaping:

- Lawn cutting, shrub trimming, and sprinklers are all maintained by the Master HOA association. Please report any landscape or sprinkler issues to the Marina Villa Board and they will communicate with the Master HOA board through resolution. During the high season grass is cut on Wednesday, Thursday is back up in case of rain. All personal belongings should be stored and never left laying out on common grassy areas surrounding Units.

Pets:

- Animals, rabbits, livestock, fowl or poultry of any kind are prohibited except as provided in these Rules.
- Birds and one dog or one cat may be kept in any one Unit, subject strictly to these Rules.
- Keeping animals on Condominium Property for commercial purposes is prohibited.
- Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property upon proper written notice per our Declarations Article XI item E.
- Pets are prohibited in any pool area, tennis courts, basketball courts, the clubhouse and gym. Based on Federal and State law with the exception of disabled persons requiring service animals, which service animals will be permitted on the pool deck after registering the animal with the Association but prohibited from entering the water.
- Nuisance or Unreasonable Disturbances is further defined as:
 - a) Pets whose unruly behavior causes personal injury or property damage.
 - b) Pets who make noise continuously and/or incessantly for a period of ten minute or intermittently for two hours or more to the disturbance of any occupant at any time of day or night.
 - c) Pets in Common Elements who are not under the complete physical control of a responsible human companion and on a hand-held leash of no more than six feet in length or in an animal carrier.
 - d) Pets who relieve themselves on walls or floors of Common Elements.
 - e) Pet who exhibit aggressive or other dangerous or potentially dangerous behavior.

Wildlife:

- Feeding Geese, Seagulls or other wildlife or critters on the Condominium Property. Allowing any food to sit outside of your Unit is prohibited.

Litter:

- Common elements, green space, and the parking lot are shared by all, please pick up after yourself.
- Littering is prohibited.
- Chewing gum doesn't decompose.
- Cigarette butts do not decompose either and are a fire hazard.
- Mulch is highly combustible.

Fireworks:

- Fireworks of any kind are prohibited anywhere on the properties. The assessment for this violation is \$1,000.00.
- This enforcement assessment is listed in the Master HOA governing documents; however, the Marina Villa Association will also enforce this rule and levy enforcement assessments. A Unit Owner shall be the responsible party and assessed for family, guests and tenants violating this prohibition of fireworks.
- Discharging any other firearm or explosive is prohibited on Condominium Property.

Noise Disturbances:

- Ordinances for the City of Sandusky and Erie County are hard to interpret. They base the rules on sound decibels. To make it the most straight forward we can, consider quiet time is 10:00 pm until 8:00 am. If your neighbors are keeping you up at night you can report it to the non-emergency Sandusky police number (419) 627-5863 (prompt #1) you can alert your association board but need to call the Police.

Open Flames:

- Open flames are allowed if you follow State of Ohio and City of Sandusky protocols.
- Use of any type of grill is prohibited on all patios, balconies, and decks.

First floor grills must be used 15 ft. out away from any structure on the condominium property. You must have a fire extinguisher within 10 ft. of the grill and your propane tank must be stored in the dedicated storage cage.

You can report non-conforming fire sources to the non-emergency number of the Erie County Sheriff's department. You can alert your association board but need to call the Sheriff, (419) 627-5900 (during business hours) and they will dispatch the fire department to investigate. After business hours you can call (419) 627-5837. This number will be answered 24/7 as long as they are not dispatched to an emergency. This information comes from the Sandusky Fire Marshall, Steve Rucket.

Grills and Propane Storage:

To the left of Garage #10 is the propane storage area and the code is 2012 (Rotate the dials to correct number, push up base of lock toward the shackle, release the lock will open. To lock one must push the base of lock up into the shackle while holding in, rotate the numbered wheels release, it is now locked).

- Grill or apparatus, whether gas, propane, electric or any other kind, whether flame or flameless, are prohibited to be used on any deck, or within 15 feet of patio or other housing or garage structure.
- *When using any grill, Unit 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 15 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 property **must** be stored in a fire code approved and secure propane tank storage cage, set up by the Unit Owners' Phase, and only with full 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, and dock or inside any housing or garage structure.

Trash and Recycling:

(The Master HOA is responsible for the trash pick-up) Do your part by following these rules:

- The dumpster doors must be kept closed to help keep out critters.
- All trash must be placed in sealed plastic bags.
- Trash pick-ups are Monday and Friday in the high season. Friday only in the off season.
- Construction material, old furniture, carpet, tires or mattresses are prohibited. Hazardous materials are prohibited. Large item pickups can be scheduled at no charge to Unit Owners, see Master HOA rules.
- Anything placed outside dumpster will not be picked up by trash company unless a special pick-up has been scheduled.
- Recycling center is at the opposite end of the complex. Plastic bags are not permitted in recycle dumpster.

Winterization Policy:

Year after year The Harbour Living Units suffer numerous frozen/broken water lines that cause considerable damage to our properties. There could be damage even when winterizing is completed, but failure to winterize may be considered negligent.

Owners not living at the Harbour full time, or those leaving their unit for any “extended” period in the winter, MUST winterize their units. If flooding and/or water damage occurs to adjacent units as a result of an Owner’s failure to winterize, those Owners can be held responsible for that damage.

Please follow the following practices for your own property’s protection and the protection of your neighbors:

- 1) Service your heating system BEFORE winter
- 2) Leave your heating system ON
- 3) Set your thermostat AT or ABOVE 65 degrees

If you are leaving for the winter:

- Close all windows
- Flush all toilets and put antifreeze in tank and bowl
- **Shut the main water valve off**
- Open ALL water spigots in your unit
- Set your thermostat as suggested above— **Do not turn off heat!!**
- Turn icemaker off
- Shut off power to water heater

Enforcement

Complaint Procedure

Any violation involving rowdiness, drunkenness, excessive noise, nuisance, animals, or other criminal violations must be reported by the Owner or resident to the Sandusky Police Department. Owners, their residents or guests that report incidents to the Sandusky Police Department, may also file a complaint to the Master HOA and Marina Villa for the record.

Filing a Complaint

- Complaints concerning violations of the rules and regulations by other Owners, residents or guests must be made to Marina Villa and the Master HOA 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. 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, Marina Villa board and/or the Master HOA Board 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.

Investigating a Complaint

- The Board of Directors, Marina Villa and/or the Master HOA Board, 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.

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.

Dues and Assessments – Marina Villa Quarterly Billing Dates

Quarterly Billing Date	Due Date	Past Due Date	Late Charge
1st day of each quarter (January, April, July and October)	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.

Marina Villa - Collection Policy

- 1) All assessments are due on the 1st day of each quarter (January, April, July and October) and are considered late if not received by the 10th day of the month (the “late date.”)
- 2) An administrative late charge of \$25.00 per month will be added for any payment past the late payment date or on any balance of unpaid assessments exceeding (\$50.00). Subject to increase upon further notice. Interest charges may be also be added to the balance.
- 3) The Association will apply any payments in the following order:
 - a) Interest owed to the Association;
 - b) Administrative late fees owed to the Association;
 - c) Collection cost, attorney’s fees, and paralegal fees the Association incurred in collecting the assessments; and, finally,
 - d) Oldest principal amounts owed for common expenses, enforcement or other assessments, garage fees where applicable, and any other individual assessments charges to the account.
- 4) Any unpaid assessment may result in the Association filing a lien, a suit for money judgment, and foreclosure. While a foreclosure case is pending, partial payments may not be accepted and if the property is rented, a Receiver may proceed with post-judgment action including bank attachment and wage garnishment. Once a judgment is obtained, the Association may proceed with post-judgment action, including bank attachment and wage garnishment.
- 5) Any costs the Association incurs in the collection of unpaid assessment, including non-sufficient bank fees, attorney’s fees recording costs, title reports, and court costs, will be charged back to the account.
- 6) If any owner (either by their own conduct or by the conduct of any occupant) fails to perform any act required by the Declaration, the bylaws, or the Rules and Regulations the Association, after giving proper notice and an opportunity to request a hearing, may levy an enforcement assessment, undertake such performance, or cure such violation. Any costs the Association incurs in taking such action will be charged back to the account.

- 7) If an owner is more than 30 days past due in the payment of any assessment, the Association may suspend privileges, including the right to vote, the use of the amenities, or the ability to apply for architectural approval. Approved by the Board of Directors and Effective on: July 7, 2019

Harassment Policy:

The Association will not tolerate harassment of any Unit Owner, Occupant, employees, contractor, or other party for any reason, to the extent protected by Federal, State or local laws, including but not limited to abusive comments or conduct predicated upon race, color, creed, religion, ancestry, sexual orientation, national origin, citizenship, age, sex, disability, pregnancy, genetic information, military status, or veteran status. All harassment is prohibited. Harassment can take many forms, including words, signs, jokes, pranks, intimidation, physical contact, or violence.

If a Unit Owner or Occupant feels that they have been subjected to conduct that violates this policy, the person should immediately report the matter to the Association Property Management Company. If a Unit Owner or Occupant is unable for any reason to contact the Association Property Management Company, or the Manager is the person performing the prohibited harassment, then contact the Board of Directors. Everyone is expected to cooperate with any such investigation.