

Beachwood Villas Condominium Owners Association Rules and Regulations

For Owners, Residents and Guests (Revised May 2017)

Introduction:

Welcome to Beachwood Villas Condominiums. We, the Beachwood Villas Condominium Owners' Association, hope that you enjoy living at Beachwood Villas and all the amenities that are part of our complex.

The Board of Directors has established a set of rules and regulations which pertain to living in the shared environment of the condominium setting at Beachwood Villas. These are common sense rules and regulations which take into consideration the health, safety, well-being and comfort of all owners, tenants and guests who occupy units at Beachwood Villas. If an issue arises that is not covered in the following pages, or is in any way confusing, please contact the Board of Directors.

We hope that you find the rules and regulations reasonable and will cooperate in following and upholding them. Keep these rules handy and refer to them as necessary. These rules and regulations apply at all times. Abuse of the rules and regulations by any owner or guest could result in fines and possible forfeiture of privileges and/or rights to be determined by the Board of Directors.

Definitions:

The following definitions shall apply to the terms listed below and used throughout this document:

Association	Beachwood Villas Condominium Owners' Association
BVCOA	Beachwood Villas Condominium Owners' Association
Directors	The Board of Directors at Beachwood Villas Condominium Owners' Association
Declaration(s)	The documents which govern the Association. These include the Declarations & Bylaws and any Amendments.
Season	Swimming pool season (Memorial Day to Labor Day)
Family Unit	The Family Unit is defined as the area enclosed by the floors, walls and ceilings in which the owner resides. (See pg.8, section 6B of the Declarations for a full description.)
Common Areas	Any land or improvements not included in the family unit or limited common areas, such as the pool, driveways, stairs, landings, garage, storage areas, recreational areas, walkways, etc. (See pg.8, section 7B of the Declarations for a full description.)
Limited Common Areas	Those areas located within the bounds of the family unit which serve only the unit owner. (See page 10, 7C of the Declarations for a full description.)

A. ENVIRONMENT OF COMMON AREAS, WALKWAYS, STAIRWAYS, ELEVATORS. and STORAGE AREAS

1. Littering is prohibited.
2. No items of any kind may be placed in walkways, entryways or stairways, which may obstruct passage. If space permits items which do not impede entry or exit to units are allowed. Placement of these items must be agreed to by immediate neighbors and must be maintained in a tasteful manner.
3. Each Unit is assigned a storage locker for personal items. No items may be left in the storage locker walkway. The lockers must meet fire code restrictions; therefore no gasoline or other flammable or hazardous materials may be stored in the lockers at any time. In order to ensure fire codes are met, periodic inspections may be made by personnel authorized by the Board.
4. No loud or annoying noise (greater than 75 dBA) shall be permitted in the Units or common areas. Stereos and televisions must be kept at a level which keeps the sound within the Unit, and not transmitted through Unit walls or into common areas. 75 dBA can be compared to the sound of a vacuum cleaner.
5. Exterior antennas of any type (ham radio, CB, marine, television dish etc.) are prohibited.
6. Residents (Unit owner or tenant) are responsible for the actions of their children, grandchildren, guests and pets.
7. Any and all damages to the common areas caused by a resident, their children, grandchildren, guests, or tenant or tenant guests, and all pets thereof, shall be repaired or replaced by the Association at the expense of the Unit Owner.
8. The use of skate boards, scooters, roller blades and roller skates is strictly prohibited in all common areas at all times.
9. Lanai Use -The lanais are not to be used as playgrounds. Playing ball (softball, baseball, football, tennis, badminton, etc.) and riding bicycles, scooters, skate boards, tricycles, etc. is not permitted on the lanais or decks at any time.
10. Gas grills shall be cleaned by the user after each use. The gas must be turned off after use.
11. Towels and clothing shall not be hung from the balconies or pool fence.

B. GARAGE, PARKING and MOTOR VEHICLES

1. Each Unit has one designated reserved parking space in a building garage. Vehicles shall not be parked in garage spaces other than the assigned space without the explicit written permission of the Unit owner of the space. A copy of the written permission shall be filed with the BVCOA Board of Directors.

May 1st—October 1st

Acceptable items are to be stored within your assigned parking space. Please make sure all items are neatly organized, and any extra sand is swept from the area.

Anything left in your space is left out at your own risk. BVCOA is not responsible for any missing or stolen items. Please be courteous to your neighbors in the use of garage space.

Acceptable items—Folding chairs, rafts, tubes, noodles, sups, golf clubs, fishing poles, kayaks, canoes, a cooler, beach toys gathered into one bag, beach cart, Licensed jet skis on trailers or rollers, non-motorized boat (on trailer) 10 ft., Board approved storage containers.

Unacceptable items—boxes, containers, rags, beach towels, nothing hanging from pipes in garage ceilings, or on walls.

2. Mechanical repairs, oil changing and antifreeze changing are prohibited on the premises.
3. It is the owner's responsibility to keep his/her assigned garage space organized and free of grease, oil and stains.
4. Boats, boat trailers, campers, mobile and motorized homes, are prohibited from the premises without specific written permission from the Board. This excludes boats and boat trailers allowed in unit owner's indoor parking space addressed in paragraph B.2.
5. No motor vehicles may be parked in entranceways or areas designated as fire lanes, on any grass or lawn areas, or in any area not specifically designated for parking.
6. All resident vehicles in the indoor and outdoor parking areas must be currently licensed and in running condition. Non-resident, inoperable or abandoned vehicles may not be left on any of the property for more than 48 hours. After that period, such vehicles are subject to tow at the owner's expense.
7. Garage doors must normally be closed.
8. All vehicles must observe a speed limit of not more than 10 MPH in all driveways. All stop signs on the premises must be observed. Vehicles on the property shall not cause excessive noise.
9. Use designated entrance and exit doors when entering and exiting the garage areas.

C. RUBBISH

1. Large items of rubbish (e.g. old furniture, mattresses, carpet, etc.) must be removed from the premises at the owner's expense and not disposed of in the Association's dumpster.
2. All rubbish must be placed in plastic bags and securely closed before disposing in dumpsters. Townhouse (South side) rubbish shall not be placed at the collection point prior to 6:00 PM on the evening before pickup. No rubbish is to be placed on balconies, in the storage locker area, stairwells, or walkways.
3. Large boxes must be broken down prior to being placed in the dumpster.
4. All live Christmas trees must be bagged prior to disposal and removed from the premises by the owner or tenant.

5. Contractors are not permitted to use the dumpsters for disposal of any material. Owners are responsible for providing this information to the contractors.

D. SWIMMING POOL

1. In an effort to reduce the occurrence of non-residents using our swimming pool, all guests must be accompanied by a resident or have the resident's pool pass. All residents must have a pool pass in their possession while they are at the swimming pool.
2. The normal hours of pool operation are 9:00 am to 10:00 pm. Lap swimmers and water exercisers may use the pool in the early morning (8 am to 9 am) before the normal hours of operation.
3. No glass containers are allowed inside the fenced pool area.
4. Children under twelve (12) years of age must be accompanied and supervised by an adult at all times.
5. Persons exiting from the beach must insure that all sand and other foreign materials are removed before entering the pool area, pool, or buildings. There is an outside shower and/or hose adjacent to the pool for this purpose.
6. No one shall adjust or tamper with any of the mechanical or heating equipment of the pool. Only maintenance personnel authorized by the Board are permitted to make adjustments.
7. Proper swimming attire must be worn at all times by everyone using the pool including children and infants. Diapers are not permitted. Cut-off jeans or other improvised clothing for swimming may not be substitute for swim trunks or suits.
8. The following are not permitted in the pool: Diving, horseplay, and cannon-balling.
9. There shall be no running, pushing, or roughhousing in or around the pool. Any pool toys or inflatables can be used as long as there are no others in the pool. Be courteous and respectful. Children are permitted to wear U.S. Coast Guard or Red Cross approved flotation devices.
10. Excessive noise in the swimming pool area is a problem. Please be considerate of other residents when using the pool facilities.
11. Pool side furniture should be protected from oily suntan lotions by the use of beach towels. Unless you are in the immediate pool area, the reservation of chairs and/or tables, with towels or other personal articles need not be observed by other residents.
12. Guests of guests are not permitted, i.e. owner allows someone to use his/her pool pass as a guest. That person may not invite additional guests.
13. Additional pool rules may be posted during the season as conditions may dictate.

E. TENNIS COURT

1. The court is open for use between the hours of 9:00 am and 9:00 pm.
2. Court use is limited to residents and their guests only.
3. If others are waiting, vacate the court after 1/2 hour if a set is not being played.

4. Tennis shoes only on the court.
5. Please stay off the net and fence.
6. Please keep the area clean. Take your trash with you when you leave.
7. No one shall use the tennis court for any activity other than playing tennis.
8. Excessive noise in the court area is a problem. Please be considerate of residents living close to the court.

F. BEACH

1. Glass objects are prohibited on the beach.
2. Pets are not permitted on the beach from Memorial Day through Labor Day.
3. Children under twelve (12) years of age must be accompanied and supervised at all times by an adult.
4. Swimming is restricted to within the swimming buoys. The area between the western most buoy and the rocks designates the "Jet Ski Lane" to be used by jet skis and other personal watercraft.
5. Jet skis and other personal watercraft are restricted to use the designated Jet Ski Lane to and from the beach. Launching or docking of jet skis or personal watercraft on Beachwood Villas' property is restricted to jet skis or personal watercraft owned by Beachwood Villas' owners or tenants, verifiable by title. All watercraft, including jet skis, are subject to the navigational rules for boats in the marina and boat channel. Ohio state law prohibits fueling of any personal watercraft on the beach or in the waters adjacent to the beach or in the marina at any time. Operators of jet skis should only use idle speed across the marina entrance and always yield to boat traffic entering or exiting the marina.
6. Fireworks are illegal in Ohio and are not to be used on the property. This violation should be reported directly to the Sheriff's office (419) 625-7951.
7. Fires on the beach are strictly prohibited from Memorial Day through Labor Day without written permission from the Board of Directors.

G. LIABILITY

1. Use of the beach, designated swimming area, pool, tennis court, marina, and any other common areas, (parking lots, walkways, stairwells, garages, etc.) is at the user's own risk.
2. Neither the Association nor the Board shall assume any responsibility for accidents, injury, or loss of personal property.

H. PETS

1. All pets are to be on a leash and closely supervised by their owners at all times when outdoors, thus respecting the rights of other unit owners.
2. Pets are not permitted in the pool area.

3. Pets are to be toileted only in the grass area south of the parking lots on the North side and around the outer perimeter on the South side. Pet owners are responsible for prompt, complete clean up and disposal of any pet excreta in any common area.
4. Pet owners shall be liable for any and all damages caused by their pets to any common area property including but not limited to flowers, shrubs, bushes, trees and grass.
5. Pets shall not be tied to any posts, lamps, trees, shrubs, stakes, garages or any other common area items.

I. SOLICITING

1. Soliciting on the premises for any purpose is prohibited.
2. No commercial signs may be displayed on or from any part of the condominium property except as defined in section Q of this document.
3. The BVCOA Roster is published for the sole use of its owners and should not be distributed to any other persons or organizations.

J. ELEVATORS

1. Do not use the elevators for evacuation in the event of fire. Use the stairways.
2. Smoking is prohibited in elevators at all times. Smoking will trip the smoke sensors in the elevators and elevator rooms, which initiates nuisance alarms at the Huron Fire Department. The Association is charged for nuisance alarms and will pursue identifying the offender and billing as appropriate.
3. Children are prohibited from playing in or with the elevators.
4. Owners and tenants will be held responsible for ensuring movers of large or heavy articles adequately protect the elevator surfaces, interior walls and floors of the buildings. Damages to elevators or associated equipment shall be the unit owner's responsibility.
5. Regular maintenance issues should be reported in writing using Association work order forms. Emergency issues (malfunctions) should be reported to the maintenance person or any Board member for immediate disposition.

K. MARINA

1. The marina is governed by a separate set of Rules and Regulations, which apply to and are provided to slip owners. The following rules, while meant for the use of non-slip owners and guests, are intended to be complimentary to the Beachwood Villas Marina Rules and Regulations.
2. The marina slips are for the exclusive use of slip owners or tenants as provided under the Marina Committee and Association documents. All residents may use boardwalks. Shoes must be worn while in the marina to minimize exposure to

splinters.

3. Children under twelve (12) years of age must wear a Coast Guard approved life jacket and be accompanied by an adult at all times when in the Marina.
4. Two (2) guest docks are available for day use by permission from the Marina Committee. Guests may also use empty slip holder's docks with the permission of the slip holder. No overnight guest dockage is permitted either at the designated guest docks or in a slip holder's dock.
5. Climbing, playing or fishing on any of the breakwater rocks around the marina is prohibited.

L. BOARD MEETINGS

1. Only Unit owners, spouses, and authorized proxy voters may attend meetings of the Board.
2. Tenants or other representatives of Unit owners may attend only if they hold a valid proxy for voting purposes, but they may not provide comments, ask questions, or enter into the general discussions. These privileges are reserved for Unit owners or their spouses.

M. MAINTENANCE and REPAIRS

1. Certain maintenance and repairs are the direct responsibility of the Unit Owner. These items are defined in the Declaration of Condominium Ownership. Some but not all of these responsibilities are listed below to assist in your personal maintenance and scheduling of repairs.

Association Responsibilities (See pg. 16, Section 13A of the Declarations)

- a. Maintenance and repair of all common property and common areas.
- b. Grass cutting, fertilizing, watering and maintenance of lawns.
- c. Snow removal from roadways, driveways, sidewalks and parking areas.
- d. Maintenance of stairways and landings.
- e. Maintenance of roofs and skylights.

Unit Owner Responsibilities (See pgs. 16-17, Section 138 of the Declarations)

- a. All built-in equipment (appliances, fixtures, etc.).
 - b. Utility systems serving your unit.
 - c. Interior walls, floors, floor coverings and ceilings.
 - d. Doors and doorframes.
 - e. Windows and window frames.
 - f. Concrete pads for placement of air conditioning equipment.
 - g. Heating and air conditioning units.
2. The above is a partial list of the responsibilities spelled out in the Declarations Management, Maintenance, Repairs, Alterations and Improvements section.
 3. When leaving your unit unoccupied for an extended period of time, please make sure that you have done the following before leaving:
 - a. Turn off the water at the main shutoff valve. It is a good practice to close both valves at your water meter. Check the "spinner" on the water meter to insure there is no continued water running.
 - b. Turn off the circuit breakers to your hot water heater. This will prevent your hot water heater from overheating with no water in it.

- c. Very Important: Set your heating thermostat between 55 and 60 degrees during the cold months so that the water pipes within your unit do not freeze while your unit is unattended.

N. COMPLAINT PROCEDURE

1. Minor complaints between unit owners should be handled owner to owner. Complaints of a more serious nature (safety, health, etc.) should be made to the Board of Directors in writing and must be signed by the unit owner filing the complaint. The anonymity of the complaining party will be respected.
2. The Board will, in most cases, contact the alleged violator following receipt of each written complaint. A reasonable effort will be made to correct the situation.
3. If efforts to effect compliance are unsuccessful, the unit owner may be subject to an assessment in accordance with the assessments provisions contained in the Declarations, Section C, Item 19 Cost of Enforcement.
4. Emergency situations should be reported immediately to the office during normal working hours (8 a.m. to 5 p.m., Monday through Friday). Contact Northcoast after hours at 419-656-2274.

O. MAINTENANCE FEES, LIEN PROCEDURES, COST OF COLLECTION

1. Maintenance fees, fines and assessments are due on the first (1st) day of the month and are considered late if not received by the first (1st) day of the month. (Effective September 1, 2012)
2. A late fee of \$20.00 per month of tardiness shall be charged on any late payment of monthly maintenance fees or assessments. A late fee of 2% of the outstanding charges or a minimum of \$5.00 per month of tardiness shall be charged on any late payment of water / sewer bills. A late fee of \$25.00 per month of tardiness shall be charged on any late payment of annual Marina maintenance fees. A fine of up to \$10.00 per day may be assessed by the Board for continued Rules violations for each day not corrected.
3. Any cost, including attorney fees, recording costs, title report, and/or court costs, incurred by the Association in the collection of delinquent maintenance fees, fines or assessments shall be added to the amount owed by the delinquent owner.
4. Past due maintenance fees and assessments will result in a lien being filed against the title of ownership of the condominium unit.
5. If any unit owner fails to perform any act that is required to be performed under the Declaration, Bylaws, or Rules and Regulations, the Association may, but shall not be obligated to, undertake to cure or correct such non-performance. Furthermore, the Association shall charge and collect from said owner the entire cost and expense, including reasonable attorney fees, court costs, and other associated collecting fees, incurred by the Association to correct or cure such lack of performance. Any such amount shall be deemed to be an additional assessment upon such unit owner and shall be due and payable on the first of the month following the notification by the Association of the obligation. The Association may obtain a lien for said amount in the same manner and to the same extent as if it were a lien for common expenses.

P. LEASES, LAND CONTRACTS and SALES (See Declarations, Item 20, page 30.)

1. **Unit Sale**

- a. As the Association has the right of first refusal on any unit being sold, it is the owner's responsibility to provide sales information to the Board as soon as possible.
- b. No less than fifteen (15) days prior to the sale of your unit, you or your Realtor must contact the Board Treasurer regarding outstanding fees and assessments to be collected at closing and to obtain a certificate of insurance for the buyer.
- c. It is the owner's responsibility to provide a copy of the Association Declarations, Bylaws, and Amendments, the Rules & Regulations, keys to the unit and the garage storage area, the garage door opener, etc. to the buyer at closing.

2. **Unit Lease**

- a. No less than fifteen (15) days prior to the proposed lease of your Unit a copy of the approved, executed lease which includes (a) the full name of the tenant, (b) the terms and conditions, and (c) specific reference to required compliance with the Association's Declarations and Bylaws and Rules and Regulations as a resident, should be submitted to the Board.
- b. Within thirty (30) days following occupancy information regarding (a) names of all occupants under the age of 21, and (b) pertinent telephone numbers should be submitted to the Board.
- c. It is the Owner's responsibility to provide a copy of the Rules & Regulations, all pertinent keys, etc. to the Lessee.

Q. SIGNS

1. **"For Sale" or "For Rent" signs (North side Multi-story buildings):** One (1) "For Sale" or "For Rent" sign no larger than 24" x 24" may be posted inside the unit window or door on the south side of the building (parking lot side). One (1) additional 24" x 24" "For Sale" or "For Rent" sign may be posted inside the unit window on the north side of the building (lake side). Yard signs or other exterior signs are prohibited.
2. **"For Sale" or "For Rent" signs (South side Townhomes):** A Townhome owner may place one (1) "For Sale" or "For Rent" sign no larger than 24" x 24" plus frame, directly in front of the unit for sale.
3. **"Open House" signs:** One (1) "Open House" sign may be placed on the perimeter of the premises only during the actual hours of the open house. The "Open House" sign shall be a maximum of 24" x 24" plus frame. The sign shall be placed at street level on the property perimeter (roadway) directly in front of the building housing the property for sale. Additional signage (no larger than 24" x 24") may be used during the actual hours of the open house to identify the specific location of the unit for sale. All signage related to the open house must be removed immediately following the completion of the open house.
4. The Board at its sole discretion will determine compliance.

R. SMOKING

1. Smoking is prohibited in all enclosed common areas (such as garages, office, stairwells, elevators, meeting room, etc.) in accordance with the Ohio Revised Code. Signs are posted in these areas.

2. Violations should be reported directly to Northcoast Property Management.

S. UNIT ACCESS POLICY

1. **Individual Unit Keys:** Owners are required to provide the Association with key(s) for unit entry. Keys should be provided for dead bolts and storm doors if used. If you change your locks, please don't forget to provide a copy of your new key(s) to the Association. All keys are retained in the Association office in a locked box, which can only be accessed by a Board member, the Resident Manager or the maintenance employee (if directed by a Board member or the Resident Manager). Our documents allow entry only when conditions exist that involve imminent risk of damage or harm to common elements, another unit, or to the health or safety of the occupants of that unit or another unit. In the absence of a key(s) in an emergency, neither the Association nor the Board shall be responsible for any damage incurred during emergency entry into a unit (running water, smoke and/or fire, etc.).
2. Board members, the Resident Manager and/or the maintenance employee will not use the Individual Unit keys to provide contractor access to individual units for the purpose of repairs, maintenance, utility work, deliveries, etc.
3. In the event of an emergency (such as a fire or broken pipe, etc.) a Board member, the Resident Manager or the maintenance employee (if directed by a Board member or the Resident Manager), will utilize the Individual Unit key to gain access to the unit.
4. Unit owners should schedule contractor work to be performed when they can be present, or make arrangements with a neighbor to provide the contractor access. Alternatively, the unit owner could mail or provide a unit key to the contractor to enable access.

These Rules & Regulations were unanimously approved by the Board of Directors at its (August 2012) meeting. Revised May 2017.

