

Beachwood Villas Condominium Owners Association Rules and Regulations For Owners, Residents and Guests (Revised July 5, 2023)

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.

WHO TO CALL:

Suspicious Person(s), Vandalism, Loud Noise/Parties – Erie County Sheriff's Department (419) 625-7951
Coast Guard Search and Rescue (419) 798-4444. If no answer call 800-253-7465

Ambulance, Fire, Police – for emergencies dial 911

Lawrence Management -- Phone: (440) 937-2800; Fax: (440) 937-2808; after hours emergencies (440) 320-8551

Definitions: For definitions used to apply to the terms used throughout this document - See Appendix III

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
12. Smoking is prohibited: on the decks & lanai's – including the area immediately outside the front door, inside the pool area, and on the cement deck outside the pool including the 2 picnic tables
13. Exercise Equipment/Community Room. The following rules apply to the use of the exercise equipment and the Community Room:

(a) The exercise equipment is to be utilized at the individual's own risk. Utilization by individuals under 18 years old is prohibited;

(b) Use of the exercise equipment is limited to thirty (30) minutes per item of equipment;

(c) All equipment shall be cleaned after each use;

(d) Any resident requesting the use of the room for a meeting or event must apply to the Board of Directors to reserve the room by contacting the Board via email at board@bvcoa.com. The request shall include the name, address and phone number of the resident who is responsible for the meeting or event; the purpose, date and time of the meeting or event; and, the number of persons who will be attending the meeting or event;

(e) Anyone using the Community Room shall leave it clean and in good condition and shall be responsible for any damage.

14. Shopping carts are for the personal use of our Residents and are for personal items such as luggage, light boxes, packages and the like. Shopping carts are not to be used for building materials, contractor materials, power tools, or other heavy items which could damage the shopping carts. Carts are stored in the garage level in the designated area and shall be returned there after use by residents or their guests. Carts are not allowed in or on lanais, decks, elevators, elevator lobbies, or other common areas after items are unloaded. In no event shall carts remain out overnight.

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. The following items may be stored within your assigned parking space from **May 1st – October 1st ONLY** and are not permitted any other time:

- Folding Chairs
- Rafts, tubes, noodles & beach toys gathered into one bag

- Golf clubs, fishing poles, a beach cart & a cooler

The following items are permitted in your garage space **all year around**:

- Kayaks, canoes, licensed jet skis on trailers or rollers & paddle boards
- Bicycles
- Board approved storage containers
- Non-motorized boat (on trailer) 10 ft.

All of the above are to be organized and stored neatly within your assigned parking space. The owner is to keep the parking space clean of sand, oil & grease

The following items are **not permitted at any time**:

- Boxes, containers, rags, beach towels
- Personal furniture
- Firewood, explosives, combustibles, propane tanks, gasoline (unless in a motor vehicle fuel tank)
- Anything hanging from the garage pipes, ceilings, or walls

Anything left in your space is at your own risk. **BVCOA is not responsible for any missing or stolen items.**

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.

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. Garage doors must not be tampered with in any way to prevent their opening or closure.

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.

10. No electric vehicles (EV's) may be charged at any time in the garages or on BVCOA property. Long term charging or the use of trickle chargers to charge conventional (non-EV) batteries on BVCOA property is prohibited. Conventional batteries may be charged only in emergency situations.

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. Owners that perform contractor work for other unit owners are not permitted to use the dumpsters for disposal of any material.
6. Trash, rubbish, empty containers, cardboard boxes, packaging materials, and other items suitable for disposal shall be disposed of as soon as possible by utilizing the trash chutes, or trash bins in the garage area, or other suitable means of disposal and shall not be left on the lanais, decks, elevators, elevator lobbies, or other common areas except as necessary to prepare them for disposal. In no event shall any of these materials be left out overnight. Building and remodeling materials shall not remain outside the Unit overnight. In addition, packages which are delivered to a Unit shall be brought inside as soon as practicable, and shall not remain outside the Unit overnight.

D. SWIMMING POOL

1. All residents must use their pool fob to enter.
2. The normal hours of pool operation are 9:00 am to 10:00 pm.
3. No glass containers are allowed inside the fenced pool area.
4. There are no life guards on duty and each and every person utilizing the swimming pool does so at their own risk. 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. Young children and infants of diaper age must be in swim diapers. Cut-off jeans or other improvised clothing for swimming may not be substituted 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. Music should generally be a level for your ears only except when agreed to by all others in the immediate area during a pool exercise session.
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. No smoking in the pool area.
14. 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 ½ 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 or other racket/paddle sports.
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. Boats are not allowed in this area.
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 other personal watercraft on Beachwood Villas' property is restricted to jet skis or other personal watercraft owned by Beachwood Villas' owners 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 boat 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 should be reported directly to the Sheriff's office (419) 625-7951.
7. Fires on the beach are strictly prohibited from Memorial Day until the marina closes without written permission from the Board of Directors.
8. Please do not put fish in garbage cans or throw into rocks. There is a shovel hanging by the steps if you are interested in digging a deep hole to bury the fish.

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 waste 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.
6. Pets are prohibited on the beach from Memorial Day through Labor Day.

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 using the work order on line or in writing.

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 users 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 renters as provided under the 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 schedule of repairs.

Association Responsibilities (See pg. 15, Section 12A of the Declaration)

- 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. 15-16, Section 12B of the Declaration)

- 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 Declaration's 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 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 complaint must contain the name, date, address, and telephone number of the individual 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 reasonable efforts to effect compliance are unsuccessful, the unit owner may be subject to an assessment. See Appendix I and II.

4. In the event of an enforcement assessment hearing, or court hearing, copies of complaints and the complaining party identity will be made available to the alleged violator.

5. Emergency situations should be reported immediately to the office during normal working hours (8 a.m. to 5 p.m., Monday through Friday). Contact Lawrence Management—440-937-2800. In case of after hour emergencies, call 440-320-8551, leave a message your call will be returned.

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) of the month.

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 obliged to, undertake to cure or correct such nonperformance. Furthermore, the Association shall charge and collect from said owner the entire cost and expense, including reasonable attorney 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.

6. 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 amenities, or the ability to apply for architectural approval.

P. LEASES (See Declaration, Item 4.B.9 page 5), AND SALES (See Declaration, Item 19, page 32.)

1. Unit Sale a. It is the owner's responsibility to immediately notify the Association Manager and the Board of the pending sale of the unit. . 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 (1) notify the buyer where they can obtain a copy of the Association Declaration, Bylaws, and Amendments, and (2) to provide the Rules & Regulations, keys to the unit and the unit storage area, the garage door opener, the mailbox key and the pool fobs to the buyer at closing. **2. Unit Lease** a. No less than (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 the required compliance with the Association's Declaration and Bylaws and Rules and Regulations as a resident, should be submitted to the Board. b. Within thirty (30) days following the 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 and Regulations, all pertinent keys, etc. to the Lessee. d. Units may be rented for a minimum of 12 consecutive months. During the time of rental, owners are permitted to use the marina only and are not permitted to use any other BVCOA amenities. Renters can use all amenities except the marina.

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 up to 2 days before 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. Smoking is prohibited: on the decks & lanai's – including the area immediately outside the unit front door, the immediate area of the front entrance to the buildings, inside the pool area, and on the cement deck outside the pool including at the 2 picnic tables.

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, and deliveries.

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 and Regulations may be changed at any time by the BVCOA Board.

These Rules and Regulations were unanimously approved by the Board of Directors at its (July 5, 2023) meeting.

Revised May 2017

Revised July 2018

Revised April 2020

Revised September 2021

Revised September 2022

Revised July 2023 13

APPENDIX I

BVCOA ENFORCEMENT POLICY

1. Notwithstanding anything contained in these Rules, the Board has the right to proceed, immediately or otherwise, with legal action for any violation of the Declaration, Bylaws, or Rules ("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.

2. The owner is responsible for any violation of the Governing Documents by the owner, or the guests, or the occupants, including tenants, of the owner's home.

3. All costs stemming from any violation, including enforcement assessments, cleaning, repairs, or removal, will be charged to the responsible owner's account.

4. In addition to any other action and if applicable, in accordance with the procedure outlined below, the Board may:

a. Levy an enforcement assessment for damages and/or cleaning of the common elements or other property,

b. Levy an enforcement assessment per occurrence or if the violation is continuous and ongoing in nature, levy an enforcement assessment per day

c. Levy an enforcement assessment for the approximate cost to physically remove the violation.

For any violation of the Governing Documents that is continuous and uninterrupted for a period of more than 24 hours, each calendar day that the violation continues without interruption constitutes a new and separate violation.

— 5. Prior to the imposition of an enforcement assessment for a violation – see Appendix II, the following procedure will be followed: a. Written notice(s) will be served upon the alleged responsible owner specifying: i. A description of the property damage or violation; and

— ii. The amount of the proposed charge (or, if unknown, a reasonable estimate of the proposed charge) or enforcement assessment; and

— iii. A statement that the owner has a right to, and the procedures to request a hearing before the Board to contest the proposed charge or enforcement assessment; and

— iv. If applicable, a reasonable date by which the owner must cure the violation to avoid the proposed charge or assessment.

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- b. To request a hearing, the owner must mail or deliver a written “Request For Hearing” notice, which must be received by the Board not later than the tenth day after receiving the notice required by Item 5.a. above. i. 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 enforcement assessment will be immediately imposed; and
- ii. At the hearing, the Board and alleged responsible owner have the right to present any evidence. This hearing will be held in Executive Session and proof of hearing, evidence of written notice to the owner to abate action, and intent to impose an enforcement assessment will become a part of the hearing minutes. Within 30 calendar days of the hearing, the owner will be sent written notice of the Board’s decision.
- iii. In the event of an enforcement assessment hearing, or court hearing, copies of complaints and the complaining party identity will be made available to the alleged violator.
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- c. The Association may file a lien for any enforcement assessment that remains unpaid for more than 10 days.
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**APPENDIX II
VIOLATIONS AND
ASSESSMENT
POLICY Section**

	Topic	First Offense/Violation	Second Offense/Violation Up to	Third Offense/Violation Up to
A	Environment of Common Areas	Warning notice – 10 days to correct	\$200.00 fine	\$400.00 fine
B	Garage	Warning notice – 10 days to correct	\$200.00 fine	\$400.00 fine
C	Rubbish	Warning Notice	\$150.00 fine	\$200.00 fine
D	Swimming Pool	Warning Notice	\$150.00 fine	Loss of use of facilities for remainder of season
E	Tennis Court	Warning Notice	\$150.00 fine	Loss of use of facilities for remainder of season
F	Beach	Warning Notice	\$150.00 fine	Loss of use of facilities for remainder of season
H	Pets	Warning Notice	\$150.00 fine	\$300.00 fine
I	Soliciting	Warning Notice	\$150.00 fine	\$200.00 fine
J	Elevators	Warning notice	\$150.00 fine	\$300.00 fine
K	Marina	Warning Notice	\$150.00 fine	\$200.00 fine
M	Maintenance and Repairs	Warning Notice	\$150.00 fine	\$200.00 fine