

Mariners Point Condominium Association  
6035 Lake Road West  
Ashtabula, OH 44004

# Rules and Regulations Policies and Procedures

## Revised June 27<sup>th</sup>, 2023

### Welcome

The Board of Managers of Mariners Point Condominium Association (MPCA) welcomes you to our community and hopes that you will become actively involved in our Association. The MPCA Board of Managers serves as your voice in overseeing the management of the Property. Our community Association lifestyle is successful because Owners have volunteered to take turns serving on the Board and have cooperated with each other. Collaboration, common sense, good planning and a spirit of doing what's best for the entire community prevails. Individual rights giving way to the best interests of the community is the foundation of a successful Association. This booklet contains the rules and regulations established for all respective unit Owners or Tenants. Please review this booklet carefully and keep it handy for future reference. Also, please read the ***MPCA Declaration of Condominium Ownership*** and the ***Bylaws of Mariners' Point Condominium Association***. These two documents, along with the enclosed Rules and Regulations, are the governing documents to which we must all adhere. They are available on our website [marinerspointcondos.org](http://marinerspointcondos.org).

The condominium Property is comprised of 97 units located in 5 buildings. The roadways are private and therefore are maintained by MPCA. The Association also maintains a master insurance policy in accordance with the requirements established by the ***MPCA Declaration***, and unit Owners and Tenants are responsible for obtaining insurance for personal effects and liability.

**As a private condominium Property, we elect and are governed by a Board of Managers. An Annual Meeting of the Owners takes place in July. The Board is required to meet four times a year, with these meetings usually occurring in March, June, September and December.**

**The Association updates Board meeting dates and times on the Mariners Point website. Unit Owners are always welcome to attend during open Board meetings.**

The Board of Managers employs a Property Manager to be responsible for the day-to-day operations of our Association. (Please see MPCA Phone List for contact information.) The Board relies upon the Property Manager to handle all communications by and between the Association's Owners, contractors and vendors. If you have questions or concerns about the maintenance of the Property, please direct your inquiries to the Property Manager.

The Board requests and appreciates your cooperation in respecting that **Board members are not employees and should not be contacted directly** on Association related matters outside of the Board meetings. **Board members are not individually responsible for resolving MPCA matters** and can only decide on issues brought to their attention by the Property Manager. The only exception is that Owners should send a letter directly to Board members concerning problems with the Property Manager. Again, all other communications must be directed through the Property Manager to assure that your concerns and questions are properly addressed in a professional and timely manner.

Mariners' Point offers beautiful lakeside living in a well-maintained, family-oriented community environment. Please do your part to ensure that Mariners' Point remains that way for many years to come.

Our website is [marinerspointcondos.org](http://marinerspointcondos.org)

Our email is [mpca@marinerspointcondos.org](mailto:mpca@marinerspointcondos.org)

## MPCA Definitions

### A. Unit

The Unit is defined as everything within these boundaries of the individually owned condominium unit built and installed for the exclusive use of said Unit. This is "home sweet home." It is the owner's responsibility to repair and maintain his/her Unit.

### B. Common Areas

The Common Areas consist of everything but the individually owned condominium Units. All the Unit Owners own these areas together. Examples include roofs, lawns, parking areas, wood walkways and stairs, flower beds and all other mulched area, sidewalks and foundations. The repair and maintenance of all Common Areas is done at MPCA's expense except as otherwise explained in the ***Rules and Regulations***.

### C. Limited Common Areas

Certain parts of the Common Areas are built and designed specifically for each individually owned condominium Unit. Examples include patios, balconies and concrete pads for placement of air conditioning equipment serving only one Unit. Other items include doors and windows. These are designated "Limited Common Areas" because, although they are owned by all Unit Owners together, they are private and serve only one Unit. Maintenance and repair are the responsibility of the individual condominium owner. For example, the maintenance of the private balcony of a Unit is the owner's responsibility and expense. However, MPCA has the right to dictate what color the deck railing is to be painted or stained.

D. Unit Owner (from the Declaration)

Any person who owns a Condominium Unit.

E. Occupant (from the Declaration)

Person or persons, natural or artificial, other than the Unit Owner in possession.

F. Guest:

Any person invited by a Unit Owner or Occupant to visit Mariners Point Condominiums.

## MPCA Rules and Regulations

### 1. General

1. Unit temperatures must be maintained higher than 60°F in the winter months to prevent pipes from bursting.
2. The water MUST be turned off in the water meter closet if the unit is going to be unoccupied 48 hours or more. Keys have been provided to the water meter rooms to make it possible for water to be shut off when Owners are not in residence.

### 2. Common Areas

1. The common areas are for the use and enjoyment of all Unit Owners or Occupants of MPCA. As a result, everyone is required to be considerate in his or her use of the area.
2. Littering is prohibited.
3. Any and all damages to the Common Areas caused by a Unit Owner or Occupant or guest of a Unit Owner or Occupant shall be repaired or replaced at the expense of the Unit Owner.
4. MPCA may remove and store at the Unit Owner's expense any and all items left unattended in the Common Areas.
5. Noise which disturbs others is prohibited.

6. Unit Owners or Occupants must refrain from all activity which creates a nuisance to other MPCA neighbors.
7. Each Unit Owner shall report to the Property Manager the need for any repairs of Common Areas. Electronic Forms are available on the MPCA web site.
8. Unit Owners or Occupants are not permitted to give work instructions to any service contractor. Comments or questions should be directed to the Property Manager.
9. No signs or other advertising of any nature shall be placed upon any portion of condominium Property.
10. Each Unit Owner or Occupant is responsible for the daily removal of mail, newspapers, etc. from the mail pick-up stalls.
11. All common walkways and hallways must be kept free of litter, bicycles, boot/shoes and all other articles. Any items which may pose an obstacle to free movement on sidewalks and walkways are prohibited.
12. Disposal of cigarette butts or any other litter on the ground is prohibited. Please dispose of cigarette butts in receptacles provided in the front and rear of the clubhouse.
13. Holiday decorating of exterior evergreen trees is permitted only with the prior written approval of the Board of Managers.
14. Bird feeders, except for small hummingbird feeders, are prohibited.
15. Salt is provided to the Owners each Fall to assist in the removal of ice around walks and entrance ways. It is the responsibility of the Unit Owner or Occupant to see that this is applied as required.
16. Outside bicycle racks are provided for the purpose of storing bicycles (owned only by a Unit Owner or Occupant) from May 1 to October 31 each year. Bicycle racks will be removed each year on November 1st, and any bicycles unclaimed by this date will be discarded or donated to a local charitable agency.
17. **During the June 23rd, 23 board meeting the Board voted an unanimously approved to \*restrict cameras use (both visual and audio) on \*Common Areas of buildings near entrance doorways. (This includes both wireless and or those requiring wires to operate) The approved locations for security cameras use are; located on the inside of units, and those directly located on entrance doors to enable seeing who's at the door. The reason for this new policy is meant to protect the privacy of our residents, owners, renters, and our visitors. If owners are found in violation of this policy, ref 4.0 Enforcement Procedures and Assessments of Rule Violations.**

### **3. Limited Common Areas**

1. Unit Owners are responsible for the maintenance of their limited Common Areas.
2. Unit Owners are permitted to place lawn ornament(s) on their own patio or balcony as long as the lawn ornament(s) do not diminish the visual appeal and value of MPCA Property. No lawn ornaments are permitted on common Property. The Rules Committee has the right to determine violations in this regard and the Unit Owner has the right to appeal the decision of the Rules Committee to the Board of Managers. The final determination of the Board of Managers is binding.
3. Garage, yard, patio or any other type of sales are prohibited.
4. Clotheslines are prohibited. Using a balcony or railing to hang towels, bathing suits, clothing or other items is also prohibited.
5. Landscaping renovations, improvements, removals, etc. must have the prior written approval of the Board of Managers.
6. Furniture, umbrellas, patio/porch furnishings or plant materials shall not obstruct the view of any other Unit Owner or Occupant.
7. Exterior sunscreens or blinds must be a solid color that matches or is aesthetically compatible with the exterior colors of the building.

8. American/state flags, flags representing the military branches of the U.S. government, or other decorative or sports flags, non-offensive flags/windsocks may be displayed on doors, porch patios, balconies, or on the exterior of the buildings. Decorative flags may not include any sexual content, wording, initials, political slogans or messages, nor may they convey the name, logo, symbols or initials of any organization, religion, party or belief. Foreign flags are prohibited.
9. Balconies and patios must not be used for storage of items, rubbish, debris or materials which would cause an unsightly appearance. Storage closets or chests are also prohibited.
10. Hanging plants or other hanging decorations, including windchimes, from the balconies, exterior walls and railings are prohibited due to the danger they may pose in the event of severe winds. Potted plants, flowers and window boxes are permitted on patios and balconies inside railings.
11. Broken windows, torn screens or damaged front doors must be repaired immediately by the Unit Owner at his/her expense.
12. No outdoor fountains, with or without running water, are permitted on patios, decks, limited or common areas.
13. Unit Owners shall not modify the Limited Common Area of the Units without written permission from the Board of Managers. All requests must be submitted to the Architectural Review Committee for approval.
14. During the June 23rd, 23 board meeting the Board voted an unanimously approved to \*restrict cameras (both visual and audio) use on \*Limited Common decking. (This includes both wireless and or those requiring wires to operate)  
The approved locations for security cameras use are; located on the inside of units for security purposes, and those located directly on entrance doors to enable seeing who's at the door. The reason for this new policy is meant to protect the privacy of other residents, owners, renters, and visitors. If owners are found in violation of this policy, ref 4.0 Enforcement Procedures and Assessments of Rule Violations.

#### **4. Exterior Unit/Building**

1. Unit Owners shall not modify the exterior of the Units. Installation of wiring for electrical, telephones, television/radio systems, air conditioning, machines or the like on the exterior of the building, or any items which protrude through the walls, or the roofs of buildings are prohibited.
2. Exterior decorations are limited to the following:
  1. Non-permanent wreaths or other seasonal decorations on individual condo doors, balconies and/or patios;
  2. Christmas lights and decorations, which must be removed by the first Sunday after January 1.
3. The use of plastic or other non-glass window or door liners is prohibited on the exterior of any building, balcony, or patio area.
4. The use of blankets, sheets, etc. is prohibited, even as a temporary window covering.
5. Interior screens, blinds, or window treatments must be uniformly white or white-lined facing the window and must be in good condition. This is to ensure a uniform, neat presentation from the outside.
6. The posting of names or notices on buildings, stair ways, deck ways, etc., or in any Common or Limited Common Area is prohibited, except in places which may be provided by MPCA. Nothing is to be stuck, nailed, or pinned to the exterior walls by Unit Owner or Occupant in any building.
7. Window washing, inside and out, is the responsibility of the owner.

8. Unit Owner or Occupant is responsible for keeping the siding of their Units free of unsightly spider webs, bugs and debris, and for keeping the external appearance of their Units, including doors, lights and siding, neat and clean.
9. Nothing shall be done or kept in any of the Units or in Common Areas which will increase the rate of insurance of such area and facilities.
10. No immoral, improper, or unlawful use shall be made of MPCA Property under any circumstances. Valid laws, zoning ordinances and regulations of all governmental authorities having jurisdiction thereof shall be observed by all Unit Owners, Occupants and guests.
11. The storing of flammable or noxious materials is absolutely prohibited.
12. No industry, business trade, occupation or profession of any kind, including commercial, religious, educational or otherwise shall be conducted, maintained or permitted in any part of the MPCA Property except such limited professional or business use permitted by the prior, written approval of the Board of Managers.
13. Each condo unit must have an approved vinyl or vinyl-clad storm door that is white and maintains the existing uniform design and style. Door frames and fasteners must likewise be uniform with existing design and style. The only approved replacement storm door for all units is a 36" white triple hung door, with glass panels that operate independently behind a permanent insect screen to ventilate from top, bottom, or both. **Doors must be approved by the Architectural Review Committee.**
14. The approved paint for security doors is "gray frost D57-3" by Olympic. In the event you cannot purchase gray frost D57-3 by Olympic, Owners must seek approval for another paint color (to be chosen) by the Architectural Committee.
15. A/C Replacement. For units on the 1<sup>st</sup> and 2<sup>nd</sup> floor the maximum footprint of the unit is to be no more than 30H x 30D x 30W. For units on the 3<sup>rd</sup> floor the maximum footprint of the unit is to be no more than 36H x 36D x 36W. These dimensions will allow for the use of high efficiency units on the 3<sup>rd</sup> floor. Variations must be approved by the Architectural Review Committee.
16. For Decks the approved stain is BEHR Sealant 500 Natural Tone that can be purchased at Home Depot. In the event you cannot purchase Behr Sealant 500 Natural Tone, Owners must seek the approval of another stain color (to be chosen) by the Architectural Committee.

## 5. Rubbish

1. Trash and garbage collection for the entire MPCA is on same day/s each week.
2. All rubbish must be placed in rigid dumpsters which have been provided.
3. Large items such as boxes, etc. which do not fit into the dumpster should be broken down for placement in the dumpster.
4. The contractor will not accept materials or boxes left outside the dumpster.
5. It is the responsibility of the Unit Owner or Occupant to arrange for proper disposal, at the owner's expense. Meaning, large items which will not fit into the dumpster and or hazardous materials and/or chemicals requiring special handling.
  - 5a. If any item prevents the trash dumpster lid from fully closing flat, it's too large. The item must be disposed of by other measures (at owner cost) versus overfilling or preventing lid from fully closing.
  - 5b. Old furniture, mattresses, appliances, Christmas trees, etc., will be removed from the premises for individual Unit Owners or Occupants but each owner or occupant must make prior arrangements with the rubbish contractor in advance, and the owner or occupant must pay any additional disposal fees. (This is the Unit Owner's or Occupant's responsibility).
  - 5c. If MPCA has to remove such items that are oversized, placed outside for collection, and or not picked up by the waste contractor, MPCA will bill or assess the Unit Owner whom disposed of item improperly.

6. Access to the dumpster must not be obstructed.

## **6. Mail/Newspapers**

1. If you are going to be away and unable to pick up your mail/newspaper, etc., please make arrangements with the Postal Service to hold such items until your return.
2. MPCA is not responsible for the loss of mail or other delivered items. In your absence, please make appropriate arrangements for picking up deliveries.

## **7. Keys.**

1. All keys shall be the responsibility of the individual Unit Owner.
2. The replacement of lost, misplaced, or duplicate keys, including FOBs are the responsibility of the individual Unit Owner.
3. Unit Owners should provide a method of access to the management company in the event of an emergency by providing them or a neighbor with keys to the Unit.

## **8. Motor Vehicles.**

1. All vehicles parked on the Common and Limited Common Areas must bear current license plates.
2. All vehicles (including bicycles) must observe all speed and traffic regulations. The speed limit is 5 miles per hour. All traffic signs must be obeyed.
3. Vehicles with loud exhaust systems are prohibited. Loud sound systems must be turned down when entering the Property.
4. The following vehicles are prohibited to be stored, kept or maintained at Mariners' Point for a period in excess of 48 hours:
  - Trucks (excluding pickup trucks and Sport Utility Vehicles for personal use)
  - Vehicles which are licensed, painted or signed for commercial purposes.
  - Boats and boat trailers
  - Jet skis and jet ski trailers
  - Campers or camper trailers
  - House or horse trailers
  - Disabled vehicles
  - Off-road vehicles and trailers (such as dirt bikes, ATV, etc.) Unit Owner or Occupants are permitted to park street legal motorcycles used for personal transportation on the Property.

## **9. Parking / Parking Areas**

1. Overnight parking, whether by Unit Owners or Occupants or guests, must be in designated parking areas.
2. There shall be no parking at any time in any areas which are designated as Fire Lanes, nor on any grass or lawn areas, or in any area not specifically designated for parking.
3. Oil leaks in driveways must be cleaned and repaired at once by the Unit Owner or Occupant
4. Automotive repairs are prohibited in the parking areas.
5. Only vehicles displaying an approved, state-issued disability parking tag may park in the parking spaces designated for Handicapped Parking.

6. No part of the vehicle is to extend beyond parking space over the grass or sidewalk.
7. Unit Owners or Occupants should park their primary vehicle in a parking space available next to the building. All other vehicles must be parked in parking spaces away from the building.
8. Extend storage of a vehicle by Unit Owners or Occupants, is prohibited. Extend storage is defined as leaving a vehicle in the parking area for more than 2 weeks while the Unit Owners or Occupants are not in residence. \*See approved snowbird parking policy below.
  - 8a. Approved Snowbird parking area from November 1<sup>st</sup> – April 30<sup>th</sup> is along the fence line across from building #4 by the MPCA shed.
  - 8b. Snowbird vehicle Owners must leave an ignition key or remote to enable moving vehicles in the event of an emergency. Keys will be retained in the clubhouse key box.
9. Wintertime parking policy; all Owners and Occupants from November 1st- March 31st must park vehicles closest to the buildings to allow the snow plowing company to first clear/plow along the fence lines.
  - 9a. Once the plowing company clears along the fence lines, all Owners or Occupants must \*immediately (and respectfully) relocate their vehicles along the fence line. This will allow the plowing company to clear parking spaces closest to the buildings prior to leaving site on the current day of initial plowing.
  - 9b. In the event Owners or Occupants fail to comply with the above wintertime parking policy or rule through failing to park vehicles in the appropriate location or they fail to move vehicles to enable snow plowing; the unit Owner(s) may be subject to additional assessment fees to cover any additional plowing fees MPCA may incur.  
e.g., In other words, if the plowing company must return later in the day or have to return the following day to complete plowing, any additional fees incurred to the association unit owners may be assessed for. (Unit owners are responsible for rental or occupant infractions).

## 10. Pets

1. From the **Declaration**: except for **one** domestic dog, cat, or other household pet, no animals such as rabbits, livestock, fowl, or reptiles shall be raised, bred or kept in any Unit, building or in the Common or Limited Common areas. Any pet causing or creating a nuisance, unreasonable disturbance, or a violation of the Rules and Regulations of MPCA shall be permanently removed by the owner from MPCA Property upon three (3) day(s) written notice from the Board of Managers.
2. Pet Owners shall be responsible for COMPLETE and IMMEDIATE clean-up after their pet. Pet waste should be placed in an appropriate waste receptacle.
3. All pets must be leashed and under control while outside.
4. A pet owner shall be liable for any and all damages caused by his/her pet to any common area Property, including but not limited to, shrubs, bushes, trees and grass.
5. Pets shall not be tied to any post lamps, trees, shrubs or fences.
6. Pets are not permitted to be leashed to or within the fenced pool area.
7. Dogs should be prevented from urinating on buildings, shrubs and trees.

## 11. Trade Persons

1. Unit Owners are responsible for the maintenance of the interior of their Units. Unit Owners must refrain from all construction prior to 9:00AM and after 9:00PM and on Holidays.



2. MPCA, its agents and employees are not responsible for any damage or theft that may occur in your condominium Unit by privately contracted work staff. Unit Owners must report theft or criminal damage to the local police department.
3. MPCA will provide, upon request of Unit Owners, references regarding trade persons for interior work and/or pest control and extermination needs. Please contact the Property Manager directly for current information.

## **12. Moving**

1. Moving hours for all Units shall be Monday through Saturday, 8:30 AM to 6:00 PM.
2. Moving in or out of any Unit(s) is discouraged on Sundays and holidays.
3. Holidays are defined as New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
4. The above rules apply to floor-to-floor and building-to-building moves as well as furniture and appliance deliveries.

## **13. Pool**

1. Pool privileges are for Mariners' Point Unit Owners or Occupants, and Unit Owner's or Occupant's guests ONLY – all others will be considered trespassers.
2. Access to the pool is through the use of a "POOL FOB", assigned to each Unit.
3. The only persons authorized to have "POOL FOB" access to the pool are Unit Owners or Occupants, and their immediate families. "Immediate families", as related to the Unit Owner or Occupant, is defined as parents, adult (over 18) children, siblings and their adult (over 18) children, in-laws, grandparents, adult (over 18) grandchildren.
4. The Unit Owner or Occupant is not permitted to give the "POOL FOB" to any guest, other than their immediate family.
5. **Only the Unit Owner or Occupant, not the immediate family, are allowed to have guests.**
6. Unit Owners or Occupants are solely responsible for any misuse of the pool or pool rules.
7. The pool is open for the season from Memorial Day through October 1<sup>st</sup>, weather permitting.
8. During the season, the pool area is open between 10:00 AM and 10:00 PM.
9. Lifeguards are not on duty.
10. At any time no more than 50 people and a **maximum of 6 people per unit**, will be permitted in the pool area. Admittance and usage will be on a first come, first served basis.
11. No glass or bottles are allowed within the pool area.
12. The pool area must be kept clean. Remove all personal items when leaving the area.
13. All children under the age of 15 years who do not know how to swim must be accompanied by an adult who does know how to swim.
14. Swim at your own risk.
15. Loud or disruptive behavior is not allowed. Please be considerate of others.
16. No diving or running.
17. **The pool gate must remain closed and locked at all times.**
18. No dogs or other pets are allowed within the pool area.
19. No smoking is allowed in the pool area; this includes "e" and "vape" cigarettes.
20. Pool inflatables **MUST** be **no larger** than 24 inches wide and 18 inches high; all rafts **MUST** be single person sized. All inflatables and rafts must be removed from the pool when not in use.
21. **Throwing of any objects in the pool area is prohibited.** The green space outside the pool area is available for activities involving projectiles.

## 14. Clubhouse

1. Use of the Clubhouse is restricted to Unit Owners or Occupants and their guests. Guests **must** be accompanied by a Unit Owner or Occupant.
2. The Clubhouse will be locked when not in use; all Unit Owners will be given a FOB for access. Users are responsible for locking/securing all doors when leaving.
3. Exclusive use of the Clubhouse must be scheduled by Unit Owners or Occupants. Exclusive use will be for the entire day.
4. **Exclusive use requires the Unit Owner or Occupant to sign and return the CLUBHOUSE RENTAL AGREEMENT.**
5. Use the Calendar Scheduling Form on the Web Site to request a specific date. You may only schedule two (2) events at a time. These two events cannot be on consecutive days. Once one event is over you may schedule another.
6. If you use the Clubhouse, **YOU MUST CLEAN IT.** MPCA is NOT responsible for cleaning the Clubhouse after use by a Unit Owner or Occupant. Remove all trash, clean all counters and lavatories, vacuum and return all furniture to its original position.
7. The Clubhouse must be vacated by 11:00 PM nightly. No overnight stays are permitted.
8. No outdoor structures are allowed to be placed on Common Property in conjunction with parties at the clubhouse. This includes party tents and dining tents.
9. When not in use, the Clubhouse will be available on a casual basis.
10. No wet bathing suits or towels are permitted in the Clubhouse; however, the restrooms may be used by individuals using the pool **when Clubhouse is not in use.**
11. No smoking is allowed in the clubhouse; this includes "e" and "vape" cigarettes.
12. All other MPCA Rules and Regulations apply since this is a Common Area.

## 15. Grills

1. Use of charcoal or propane grills on wooden balconies is prohibited by local fire code regulations. Only **electric grills** are permitted on balconies.
2. Gas grills are provided for Unit Owners or Occupants use near the Clubhouse.
3. The use of the grill is for Unit Owners or Occupants and their guests only.
4. Use the grills safely and at your own discretion. MPCA assumes NO responsibility associated with any individual's use of the grills.
5. Please maintain a clean, orderly grill area. Clean up both the grill and the surrounding area after each use.
6. Follow the instructions provided at the Clubhouse for the proper use of grills.
7. The use of gas grills is permitted at ground level, as long as the grill is pulled out onto the grass away from the building. The grill should be a minimum of 15' (fifteen feet) from the building.
8. The use of all fires, including fire pits, chimineas, etc., is prohibited on all patios, decks, limited and common areas.

## 16. BEACH

1. BEACH PRIVILEGES ARE FOR UNIT OWNERS OR OCCUPANTS AND THEIR GUESTS ONLY. All others are trespassing.
2. NO lifeguard on duty. Swim at your own risk.
3. In case of emergency, DIAL 911. An emergency phone is located outside the Clubhouse near the grill area.
4. All children under age 15 must be accompanied by an adult.
5. DO NOT CLIMB on the breakwaters, wall or groin.

6. NO jet skis permitted in the area between breakwaters and beach.
7. NO glass bottles or containers.
8. Campfires are restricted to the beach area only. Do not burn any plastic. Please inspect your campfire the next day and clean the area of debris, if needed.
9. **DO NOT LITTER.** When you leave, remove all belongings and trash. If you bring it down to the beach, you must remove it when you leave.
10. Showers are provided for your convenience. Please shower or wash feet when leaving the beach so sand is not tracked onto the steps or into the pool.

## MPCA Policies and Procedures

### 1. **Policy on the Sale or Rental of Condominium Units**

1. All Unit Owners are required to notify MPCA of any change in Ownership. No Unit Owner may transfer his Unit or any interest therein without notifying MPCA.
2. A Unit Owner intending to sell his Unit, or any interest therein shall file notice with MPCA, in writing, of such intention, together with the name and address of the intended purchaser and other such information which may be reasonably required by MPCA.
3. The Condo Association Has First Right of Refusal on the sale of any unit.
4. "For Sale" signs are prohibited.
5. Rental or leasing of a condominium unit, see governing Declaration as of Oct. 31<sup>st</sup>, 2022:
  - A. MPCA regarding rental changes were voted upon, approved, and the Declaration was updated and recorded in county records on Oct 31<sup>st</sup>, 2022.
    1. As of Oct 31<sup>st</sup>, 2022, there were (7) units grandfathered until the unit(s) change Ownership. As these units are sold or title changes, these particular unit(s) would no longer be able to rent going forward per MPCA Declaration as documented and recorded in the county records on Oct 31<sup>st</sup>, 2022.
  - B. Units grandfathered on Oct 31<sup>st</sup>, 2022 are; unit #211- Paul Mikulin (Home Life Residential Services, LLC), #234 - Scott Anderson (Bula-Del, LLC), #311- David Masdea, #331- Randi Morris, #433- Martin Connell, #515- Steve Garasic, and unit #533- Samar Elsayegh
  - C. Grandfathered rental Units Occupants shall be subject to the same rules and regulations as if the occupant were the owner.
  - D. It is the responsibility of the Unit Owner to provide the grandfathered rental tenant with a copy of MPCA's Declaration, Bylaws and Rules and Regulations, and to inform the Tenants of their responsibility in adhering to the

rules. A copy of these documents can be found on-line at [www.marinerspointcondos.org](http://www.marinerspointcondos.org)

E. The grandfathered Unit Owners shall not be relieved in any way from his/her responsibilities as a Unit Owner.

## **2. Collection Policy**

1. Assessments, including maintenance fees, are due on the first (1st) day of every month. Unit Owners are encouraged to make payments by the 10<sup>th</sup> of each month.
2. An administrative late charge of \$40 per month will be applied on any account that is delinquent by more than 30 days. (Subject to increase upon further notice.)
3. Any payments made shall be applied in the following order:
  1. Administrative late fees owed to MPCA;
  2. Collection Costs and/or attorney's fees incurred by MPCA;
  3. Principal amounts owed on the account for common expenses and assessments.
4. A collection letter from MPCA attorney will be sent automatically to any Unit Owner whose account is two (2) months delinquent.
5. The MPCA attorney will automatically file a lien against any Unit Owner with an account three (3) months in arrears.
6. The MPCA's attorney will solicit authorization to file a foreclosure against any unit that is five (5) months delinquent. Once authorized by the Board, the foreclosure action may be dismissed only upon receipt of payment in full.
7. This procedure remains in effect until duly changed by the Board.
8. Any past due assessments may cause a lien and foreclosure to be filed against the Unit Owner.
9. Any costs, including attorney's fees, recording costs, title reports and/or court costs incurred by MPCA in the collection of delinquent maintenance fees or assessments shall be added to the amount owed by the Unit Owner.
10. If any Unit Owner (either by his or her conduct or by the conduct of the Occupant) fails to perform any act that he/she is requested to perform by the Declaration, the Bylaws or the Rules and Regulations, MPCA may, but shall not be obligated to, undertake such performance or cure such violation and shall charge and collect from said Unit Owner the entire cost and expense, including reasonable attorneys' fees, of such performing or cure incurred by MPCA. Any such amount shall be deemed to be an additional assessment upon such Unit Owner and shall be due and payable immediately following notification of such charge and MPCA 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.

## **3. Complaint Procedures**

1. Complaints against anyone violating the Declaration, Bylaws or Rules and Regulations must be made to the Board of Managers of MPCA in writing and must contain the signature of the individual filing the complaint.
2. Use of the Violation form found on the MPCA website is permitted in lieu of a written complaint.
3. The Board of Managers will contact the alleged violator after receipt of each complaint and a reasonable effort will be made to gain the violator's agreement to cease the violation.
4. If the reasonable efforts to gain compliance are unsuccessful, the Unit Owner will be subject to a sanction in accordance with the penalty provisions contained hereunder.

#### **4. Enforcement Procedures and Assessments of Rule Violations**

1. The Unit Owner shall be responsible for any violation of the Declaration, Bylaws or Rules and Regulations by the Unit Owner or Occupants or their guest.
2. A violation that, by the determination of the Board of Managers, affects the **rights or privacy of others**, or their Property may result in immediate legal action.
3. The entire cost of effectuating a legal remedy to impose compliance, including attorney's fees, shall be added to the account of the violating Unit Owner.
4. In accordance with the procedure outlined below, an assessment of up to, but not exceeding \$50.00 per occurrence, MAY be levied by the Board of Managers on any Unit Owner found in violation of the Declaration, Bylaws or Rules and Regulations. In the case of an Occupant who is in violation, the Unit Owner of the Unit in which the said Occupant resides will be held liable for the fine.
5. In addition, all costs for extra cleaning and/or repairs stemming from the violation of the Declaration, Bylaws or Rules and Regulations will be added to the assessment.
6. Prior to the imposition of an assessment for a violation, a written demand to stop the alleged violation will be delivered by mail (or email) to the Unit Owner and the alleged violator (if the alleged violator is an Occupant) specifying:
  - A. The alleged violation,
  - B. The action required to stop the violation,
  - C. A three-day period during which the violation may be stopped or rectified without the imposition of a violation assessment,
  - D. A statement that any further violation may result in the imposition of a violation assessment up to, but not exceeding \$50.00 per occurrence.
7. Within twelve (12) months of the demand, if the violation continues or if the same violation allegedly occurs again, the Board of Managers may determine if the MPCA Declaration or Bylaws or Rules and Regulations have been violated and thereafter determine if a violation assessment should be imposed.
8. The filing of a complaint by any Unit Owner or Occupant, or any officer or member of the Board or management, may initiate the process in which the Board determines if violations occurred and/or if violation assessments should be imposed.
9. The written complaint must contain a statement of the alleged violation which shall be set forth in ordinary and concise language and will reference the specific provision of the MPCA Declaration, Bylaws or Rules and Regulations which has been violated. The individual making the allegation must sign the written complaint.
10. Use of the Violation form found on the MPCA website is permitted in lieu of a written complaint.
11. Unless a written request for a hearing is delivered by mail to the Board President at the address of MPCA within ten (10) days after said notice of complaint has been received by the Unit Owner and the alleged violator (if the alleged violator is an Occupant), the Unit Owner will have thus waived their right to a hearing. The Board may thereafter determine if there has been a violation and determine if a violation assessment should be imposed WITHOUT A HEARING. The Board's determinations hereunder may be made at any regularly scheduled meeting and the results thereof reported in the minutes of such meeting.
12. If a written request for a hearing is duly made, the Board shall by mail deliver at least ten (10) days prior to the hearing a written Notice of Hearing to the Unit Owner and the alleged violator (if the alleged violator is an Occupant). The hearing shall be held no sooner than ten (10) days and no later than sixty (60) days after the Board President has received the request for a hearing. Notice of the hearing shall also be delivered by regular mail to the individual who has filed the written complaint.

13. The notice of hearing shall be substantially the following form, but may include other information: "You are hereby notified that a hearing will be held before the Board at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, at the hour of \_\_\_\_\_ upon the allegations made in the hearing. You will be given full opportunity to examine all complaints, and you may present any relevant evidence on your behalf."
14. The hearing shall be held in executive session and minutes taken. Proof of notice of the hearing shall be placed in the minutes of the hearing. Such proof shall be deemed satisfied whether or not the Unit Owner and/or alleged violator appear at the hearing.
15. Upon the affirmative vote of a majority of the Board, the Board shall have the right to impose a violation assessment against the Unit Owner in an amount not to exceed \$50.00 per occurrence of a violation. The Unit Owner and alleged violator (if the alleged violator is an Occupant) shall be notified by regular mail within ten (10) days of the Board's determinations and the amount of any violation assessment imposed.
16. The amount of any violation assessment imposed shall be due and payable by the tenth (10th) day of the month following the month in which the notice of the Board's determination was mailed.
17. During the June 23rd, 23 board meeting the Board voted an unanimously agreed to restrict cameras on both Limited Common decks and on Common Areas decking.

This includes both wireless and or those requiring wires that would have to run from inside of units to outside elements.

Approved locations for cameras are; located inside of units for security purposes, and on entrance doors to enable seeing who's at the door.

The reason for this new policy is meant to protect the privacy of other residents, owners, renters, or visitors and such.

## Directory for MPCA

(Current as of June 2021)

MPCA Clubhouse 440-964-3519

Fire 911

Police911

Sheriff's Office (non-Emergency) 440-576-9046

Spectrum Cable 877-772-2253

Windstream Telephone 800-843-9214

Ashtabula Water Sewer 440-576-3722

Dominion East Ohio Gas 800-362-7557

First Energy 800-589-3101

For trash removal 1-800-343-6047  
(Large items, special circumstances billed to owner)

Our website is [marinerspointcondos.org](http://marinerspointcondos.org)

Our email is [mpca@marinerspointcondos.org](mailto:mpca@marinerspointcondos.org)