

The Shores

Welcome

Welcome to the Shores of Port Clinton Condominium (“SPC”). On behalf of the Association, we hope you enjoy your stay here. Our objective is to maintain SPC as a very nice place to live. To accomplish this, we have established a set of reasonable rules and regulations, which pertain strictly to living at SPC in a condominium atmosphere. These are common sense rules and regulations which take into consideration the health, safety, and comfort of all owners and tenants who occupy units at SPC. We hope you will find them reasonable and will cooperate by upholding them.

The Board is given the authority to promulgate and enforce these rules and regulations by the Declaration of Condominium Ownership and By-Laws, specifically By-Laws Article IV, Section 12(f). We ask that you keep this booklet handy and that you refer to it when necessary. If something arises that may not be covered in the booklet, please do not hesitate to contact the Management Company. Additional information, rules and regulations are also contained in the SPC Declaration and By-Laws as recorded in Volume 307, pages 889 et seq. of the Ottawa County Records. Copies may be obtained at cost, from the Management Company. By-Laws can also be found on the Shores website: **theshorespc.com**

This handbook is intended to supplement, not replace, the Declaration and By-Laws, therefore if there should be an inadvertent discrepancy between what is expressed in this handbook and the recorded documents, the Declaration and By-Laws will govern.

Thank you,

The Board of Directors

The Shores of Port Clinton Condominium Association

Handbook of Information and Rules and Regulations

Code of Conduct
Enacted & Effective
June 2024

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Definitions

What is a Condominium?

A condominium is a unique form of property ownership where the Unit Owner holds title to the living space which makes up a condominium Unit, and also holds an ownership interest, held in common with all unit owners, in the land, buildings, the green spaces, and other property designated as the Common Elements.

Common Elements

The SPC Common Elements include the sidewalks, driveways, swimming pool, and in most respects, the buildings themselves. The Common Elements are not owned “exclusively” by any Unit Owner, but are owned **in common** with all condominium Unit Owners.

Condominium Property

All of the Common Element property and Units within SPC.

Limited Common Elements

In most cases, front and rear areas of the buildings and balconies are Limited Common Elements. These portions of SPC are technically part of the “Common Elements” but are reserved for the exclusive use of the Unit Owners and/or Occupants of specific Unit or Units.

The Association

The Shores of Port Clinton Condominium Association is an Ohio not-for-profit corporation whose membership automatically includes all SPC Unit Owners. The Association legally exists for the purpose of administering, managing, and maintaining the Common Element property of SPC for the benefit and protection of all Unit Owners and Occupants.

Board of Directors

The authority to manage and operate the Condominium Property is vested in the Board of Directors (“Board”), who is Unit Owners or the spouses of Unit Owners. The individuals who serve on this Board are elected by the entire Association at the annual meeting held in the second quarter of each year. They serve without remuneration. Six Board members are elected to serve staggered three year terms.

Management Company

The Board, on behalf of the Association, retains the services of a professional management company to handle the day-to day operations of the Condominium Property. They are responsible for the billing and collection of quarterly maintenance fees, obtaining competitive bids for services rendered to the Association, i.e. snowplowing, landscaping, and monitoring these services. They also act in an advisory capacity to the Board.

Introduction

Respect the Rights of Others

Perhaps a majority of the problems that occur from time-to-time at SPC are caused by failing or refusing to respect the privacy and rights of other Unit Owners or Occupants. In the condominium style of living, it is absolutely crucial for all Unit Owners, Occupants, and their guests to use common sense and exhibit consideration so their actions do not impair other Unit Owner's or Occupant's rights to the quiet and peaceful occupancy of their Units.

General Conduct

All Unit Owners, Occupants, and their guests must at all times conduct themselves in a manner that shows consideration for all other Unit Owners and Occupants of SPC regarding noise, behavior, and conduct that disrupts, interferes with, or infringes upon the rights of others. No Unit Owner, Occupant, or guest may cause any action or behavior to occur at any time that would disrupt or interfere with the quiet and peaceful enjoyment by each Unit Owner or Occupant of any Unit in SPC.

Channels of Communication

Board members serve without compensation and are responsible for making the decisions affecting the Condominium Property. Decisions concerning the Condominium Property are made during the Board's scheduled meetings. In between the Board meetings, the Association relies on the Management Company to carry out the Board's decisions and handle all communications by and between the Association's Unit Owners, contractors, and vendors. If you have questions or concerns about the maintenance of the Condominium Property, please direct the matter to the Management Company, in writing. In case of an emergency, such as a fire, you should contact the fire/police departments. 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 Board meetings. Board members are not individually responsible for resolving Association matters and can only decide on issues brought to their attention by the Management Company. The only exception is that you should send a letter or email directly to the Board members concerning problems that you may have with the Management Company. Again, all other communications must be directed through the Management Company to assure that your concerns and questions are properly addressed and answered.

A. General

1. Painting or changing the exterior appearance of the building, installing any exterior additions or alterations, or otherwise modifying the Common Elements is prohibited without prior, written approval of the Board. Refer to Declarations Article III, Section 2 (o). Any Unit Owner who is not current in any fee or assessment due to the Association is prohibited from making any exterior additions or modifications until such fees or assessments are paid in full
2. Unit Owners and Occupants are responsible for providing their Guest with a current copy of the rules and regulations for the Condominium Property.
3. Unit Owners are responsible for the conduct of their Occupants and Guests.

4. A maximum of one professionally produce Real Estate “For Sale” or “For Rent” sign may be displayed on the interior of the window of the Unit.
5. Any landscape modifications, including removing, pruning, nor otherwise altering the plantings, shrubbery, trees, or bushes is prohibited without written permission for the Board.
6. Noise or activity that creates a nuisance in the Units or Common Elements is prohibited. Quiet hours are between Midnight to 9:00 a.m. After hour violations involving rowdiness, drunkenness or excessive noise must be reported to the Police Department and a written complaint filed with the Management Company
7. Construction hours are from 8:00 a.m. to 8:00 p.m. Monday through Sunday, except in the case of an emergency repair.
8. Fish cleaning is not permitted on the Condominium Property.
9. Pouring, spilling, or otherwise disposing of any hazardous materials, including but not limited to, paints, cleaning solutions, flammable liquids, etc. in any drainage system, the trash containers, or dumpster on the Condominium Property is prohibited.
10. Feeding wild or stray animals that may from time to time be found on the Condominium Property is prohibited.
11. Violations of the rules may result in eviction of an Occupant/Renter from the Unit or in the case of Unit Owner, an enforcement Assessment will be levied against the Unit Owner by the Board as further described in Section O of this Handbook.
12. Fishing in the moat and shore fishing is prohibited.
13. Speed limit within the Condominium Property is 5 mph.
14. The use of skateboards, in-line skates, roller skates, rollerblades, tricycles, bicycles, scooters, minibikes and other similar modes of personal transportation are to be used in a safe and respectful manner on the Condominium Property. Use is limited to blacktop area-not to be used in carports or Common Elements.
15. Fireworks of any kind are not permitted on the Condominium Property. Fireworks would include, but not limited to sparklers, firecrackers, roman candles, smoke bombs, whistlers etc. Any violation should be immediately reported to the local authorities.
16. Occupancy is limited to the square footage of unit. (Ohio Law Table 1004.1)
17. Renters, Occupants, and Guests of Owners are not permitted to invite guests to pool, hot tub, picnic, or patio areas that exceed their unit capacity.

18. Owners wishing to schedule a special event or circumstance with more guests than the occupancy rule permits can gain approval in advance by submitting a request in advance of the event. Additional costs or support will be the responsibility of the requester.
19. Installation of any satellite dish/antenna on the Common Elements is prohibited without prior written approval by the Board. Any Owner or Occupant contemplating the installation of a satellite dish/antenna elsewhere on the Condominium Property, such as the balcony, must obtain and comply with the Association's Satellite Dish Rules and Regulations and must submit a notice and drawing to the Board indicating the proposed location, height, and screening materials to be used. A copy of the Satellite Dish Rules and Regulations and Notice form may be obtained from the Management Company.
20. Littering is prohibited. The Common Elements will be kept free and clear of garbage, rubbish, debris, and other unsightly material.
21. Any personal property or other individual items left in the Common Elements may be removed and stored at the Unit Owner's expense.
22. No operating drones on common or limited common areas.
23. Charging of electric vehicles using electrical outlets in common or limited common areas is prohibited.

B. Payment of Assessments

1. Annual Assessments are bills quarterly on December 15, March 15, June 15, and September 15 with respective due Dates of January 2, April 1, July 1, and October 1.
2. The Fiscal Year for the Association is January 1st to December 31st.
3. Fiscal Quarters are: 1st Quarter-January 1st to March 31st, 2nd Quarter-April 1st to June 30th, 3rd Quarter- July 1st to September 30th, and 4th Quarter- October 1st to December 31st.

C. Collection Policy

1. All Assessments including maintenance fees are due on the first (1st) day of each quarter (January 1st, April 1st, July 1st, and October 1st) and are considered late if not received by the 10th of that month.
2. An administrative late charge of \$50.00 per quarter shall be incurred for any late payment and on any unpaid balance of the assessment. (Subject to increase upon further notice.)
3. Any payment made shall be applied in the following order:
 1. Interest and/or administrative late fees owed to the Association
 2. Collection costs, attorney's fees incurred by the Association
 3. Principal amounts owed on the account for common expenses and assessments.
4. Any past due assessments may cause a lien, a suit for money judgment, and/or foreclosure to be filed against the Unit/Lot. Once judgment is obtained, the Association may proceed to post judgment actions such as bank attachment and/or wage garnishment.
5. Any costs, including attorney's fees, recording costs, title reports and/or court costs, incurred by the Association in the collection of delinquent assessments shall be added to the amount owed by the delinquent Owner.

6. If any Owner (either by his or her conduct or by the conduct of any occupant) fails to perform any act that he/she is requested to perform by the Declaration, the Bylaws or the Rules and Regulations, the Association may, but shall not be obligated to, undertake such performance or cure such violation and shall charge and collect from said Owner the entire cost and expense, including reasonable attorney fees, of such performing or cure incurred by the Association. Any such amount shall be deemed to be an additional assessment and shall be due and payable immediately following notification of such charge and the Association may obtain a lien for said amount in the same manner and to the same extent as if it were a lien for common expenses.
7. If any Unit Owner is delinquent in the payment of any fees for more than thirty (30) days, the Board may suspend the voting privileges of the Unit Owner and/or right of the Occupants to use the recreational facilities.

D. Unit Modifications

1. Any Unit Owner or Occupant wishing to make any interior or exterior changes or alterations that affect or impact the structure of any building, Unit, garage, or grounds must submit a request for permission to make such change in writing to the Management Company.
2. Requests for permission to make changes or alterations described in Section D (1) must include a detailed description and applicable sketches. In addition, the Board has the right to request the submission of plans, specifications, and all other information relating to a proposed improvement that the Board deems necessary. Applications for permission to make such changes or alterations will not be completed until all requested documentation is provided.
3. After an application for changes described in Section D (1) is received, and all requested evidence is submitted and reviewed, the Board will make its findings and either approve or decline to approve any request. It is stressed that written approval from the Board must be granted prior to beginning a change that alters the structure of a building, Unit, garage, or portion of the grounds. If written Board approval is not obtained prior to commencing such work, Unit Owner will be required to remove the improvement and restore the Condominium Property to its pre-existing condition at the Unit Owner's expense.
4. If you are in doubt as to whether any improvements require prior written approval, you should contact the Management Company prior to signing any contracts, purchasing any materials, or starting any project.

E. Responsibility for Maintenance & Repairs

1. Association Responsibility
 - a. The Association is responsible for the reasonable maintenance, repair and replacement of the following:
 - i. Siding/stucco, foundation, and roof
 - ii. Parking lot and drives
 - iii. Master policy insurance
 - iv. Gutters and downspouts
 - v. Grass cutting, fertilizing, and reseeding of Common Element lawn areas
 - vi. Landscaping of Common Elements, including care and maintenance of trees and shrubs

- vii. Exterior exterminating services
- viii. Rubbish removal services (excluding large appliances, furniture, cabinets and the like, and construction debris)
- ix. Sprinkler system
- x. Exterior window and door trim
- xi. Painting of exterior Unit entrance doors

b. Each Unit Owner must promptly report to the Management Company any requirements for maintenance, repair, or replacement that would normally be the responsibility of the Association.

2. Only the Board may submit claims against the Association's insurance policy. Your individual insurance coverage should coincide with the Association's insurance policy. It is suggested that you or your insurance agent contact the Association's Insurance Agent. You can contact the Management Company for the name and telephone number of the Association's Insurance Agent.
3. Only the Board has the right to enter into contracts for the repair, replacement, and maintenance of the Common Elements, which but are not limited to, the exterior portions of the Unit or the structural elements of the buildings.

4. Unit Owner Responsibility

a. The Unit Owners are responsible for the replacement, repair and maintenance of the following

- i. Windows
- ii. Screens
- iii. Doors
- iv. Casings
- v. All frames, sashes, jambs, and hardware for Unit windows
- vi. Air conditioning and heating units
- vii. Winterization of the Unit (contact property manager if unsure of procedure)
- viii. Snow/ice removal on balcony
- ix. Interior maintenance and repair, but not limited to decorated surfaces, such as paint, varnish, lacquer, wallpaper, tile, and carpet, applied to walls floors, and ceilings
- x. All plumbing and utility service lines inside the Unit and serving only the Unit
- xi. Insurance on Unit improvements and personal property/liability.

b. When maintaining, replacing, or repairing the items described in Section 4, Unit Owners and Occupants must conform to the approved style, color, and/or model, determined by the Board.

c. These lists are provided only to assist you scheduling maintenance items. For a more complete listing, please consult the Declaration of Condominium Ownership. If you are uncertain about the responsibility for a certain item, please contact the Management Company.

F. Pets

1. Dogs, cats, and other commonly recognized household domestic pets are permitted to be kept in the Units, provided they are not kept, bred, or maintained for any commercial purposes. Unit Owners may have a maximum of two household pets per unit.
2. Owners are permitted to have pets, subject to the restrictions in Section F (1).
3. Renters and Guests are not permitted to have pets on the Condominium Property.
4. Pets must be direct to the designated "Pet Walk Area" to perform bodily functions. Pet owners are responsible for the immediate and complete cleanup of all pet droppings or waste, which must be discarded properly.
5. Pets must be kept on a handheld leash (maximum leash length of 6 ft.) or caged and accompanied by the owner at all times when being transported through the Common Elements.
6. Pet Owners must use discretion when ushering pets through picnic and beach areas on the Condominium Property.
7. Pets are not permitted on pool deck, in pool, pool pavilion and all other areas outside the perimeters defined in the above directive. Service dogs are prohibited in the swimming pool and hot tub.
8. Pets making or causing noises of sufficient volume, including excessive barking or other animal noises, whether indoors or outdoors, that disturbs other Unit Owners or Occupants is prohibited.

The Declaration gives the Board the right to declare any problem animal to be a nuisance or a danger to the community, and to seek permanent removal.

G. Unit Balcony

1. Hanging any items over the balcony railings is prohibited.
2. Do not nail, hang, screw, glue or otherwise fasten any item to the railing, rafters, walls, floor or any part of the Common Elements, including gutters. Hanging plants are permitted. The use of removable double sided tape products are permitted.
3. Use or storage of grills of any type on the Unit balcony is strictly prohibited.
4. Storage of any flammable gas or liquid on the Unit balcony for any period of time is prohibited.
5. Installation of permanent floor covering that will impede drainage or water runoff is prohibited. Permeable patio and boat rugs are permitted

6. Replacing, painting, erecting, or otherwise altering any portion of the balcony is not permitted without prior written permission from the Board.
7. Storage of any trash, construction material, or debris for a period of greater than 24 hours is prohibited unless otherwise permitted in writing by the Board.
8. Storage units are permitted as long as they are not fastened to any portion of the building structure or balcony.
9. Storing furniture or appliances is prohibited. Patio furnishings, planted material, and outdoor accessories are permitted as long as such items are kept in a neat and orderly manner and secured during times of high winds and during periods of nonuse.
10. Umbrellas are permitted on upper balconies only and must be secured during times of high winds and periods of nonuse.
11. Only the American flag may be displayed.

H. Carports and Parking Areas

1. All Unit Owners and Occupants must park only in their assigned carport.
2. All vehicles must display an up-to-date parking permit.
3. All vehicles on the Condominium Property must be in working order and maintain current license plates, and cannot extend into the common drive.
4. Personal watercraft are permitted to be stored in a Unit Owner or Occupant's assigned carport area only. All personal watercraft must be secured to a trailer that is properly licensed and registered.
5. Gas storage in the carport area is limited to one 5 gallon certified safety container per carport.
6. Only one vehicle may be stored in each carport.
7. The carport area must be kept uncluttered and clear of debris and trash. Bicycles, scooters, strollers, coolers, and other property must be stored neatly in the Unit Owner's or Occupant's assigned carport at all times.
8. The use of the carport for the purpose of construction renovations is permitted if confined to a carport. Construction materials, debris, and trash must be removed at the conclusion of each work day.
9. Unit Owners are permitted to exchange carport locations as long as the Board is notified in writing of the change. Carport assignments do not transfer with ownership of a Unit.

10. Parking boats, boat trailers, hauling trailers, motor homes, commercial vehicles, and box trucks is prohibited anywhere on the Condominium property. Acceptable watercraft is defined as jet skis or personal watercrafts as defined under State of Ohio watercraft laws.
11. Replacing, painting, modifying, or otherwise altering any portion of the carport, including the removal of decorative rocks, without written permission of the Board is prohibited.
12. Only approved storage bins are permitted in the carport area. An acceptable storage bin is a fiberglass dock box with the dimensions of 72" W x 26.5" D x 27" H. (See Dock Box Unlimited)
13. Mechanical repairs, including, but not limited to, changing of oil or antifreeze is prohibited in the carports, parking areas, and other Common Elements Property.
14. Any vehicle causing damage to the carport or parking lot surfaces will result in the damaged surface being repaired and billed back to the Unit Owner.

I. Stairways and Associated Walkways

1. Replacing, painting, modifying, or otherwise altering any portion of the stairway or associated walkways is prohibited.
2. One welcome mat placed immediately outside of a Unit entrance door is permitted.
3. Storage of any personal items under the stairway shaft is prohibited unless otherwise expressly designated, such as where bike racks are provided. Storage of kayaks under 8 feet and water recreational equipment is also permitted in this area. Storage of all personal property is at the Unit Owner or Occupant's sole risk.
4. Bike racks are to be used for the sole purpose of storing and securing bicycles.
5. The stairway deck must be kept clear of debris, trash, bicycles, strollers, coolers etc. at all times.
6. Construction materials, debris, and trash must be removed from the stairways and walkways at the conclusion of each day's work. Large items requiring individual trash pickup must be removed within 24 hours, unless prior written approval is obtained from the Board. Arrangements may be made to haul such large items from the Condominium Property by contacting the Management Company.

J. Grills/Picnic/Patio Areas

1. Small tents that cover individual picnic tables are permitted and must be erected and removed immediately prior to and immediately following picnic table.
2. Tents large enough to require center supports are not permitted on the Condominium Property without prior written permission of the Board.
3. Rubbish, trash, and other disposable items must be placed in an appropriate container to prevent scattering onto the Common Elements.
4. Placing coals in dumpsters or trash containers on the Condominium Property is prohibited.
5. Grills other than those provided by the Association may be used in designated picnic areas only. Operating a grill on Unit balconies, in carports, in stairways, on driveways, or any other area of the Condominium property is prohibited other than those designated as picnic areas. Open flame grills must be at least 10' of any building.
6. Burning wood, paper products, or trash in the grills is prohibited.
7. Personal fire pits are prohibited.
8. Turkey fryers and self-contained box cookers are prohibited on decks or near structures.
9. Glass objects are not permitted in the central fire pit/or designated picnic areas.
10. Sitting on the fire pit edges and cooking of any food items or burning of trash over the gas flames is prohibited.
11. Walking on the water feature rock wall is prohibited.

K. Pool and Hot Tub Area

1. The pool and hot tub hours, are 9:00 a.m. 10 p.m.. The pool may be closed at the discretion of the Board or Management Company due to inclement weather, mayflies, or any other health reason.
2. If weather becomes threatening, you must immediately leave the pool.
3. All Unit Owners, Occupants, and Guests that use the pool and hot tub, do so at their own risk.
4. It may become necessary during times of heavy usage to close the pool/or hot tub to allow the filter system to work properly.

5. Glass or other breakable objects of any type are prohibited in the pool and hot tub areas. If glass is broken, the responsible party will be responsible for cleanup, damages, or personal injuries the glass may cause.
6. Bathing suits must be worn in the pool and hot tub at all times. Cutoffs, jeans, and shorts are not permitted.
7. All persons with bladder or bowel control problems are prohibited from using the pool and hot tub areas unless they are wearing appropriate protective garments (e.g. swim diapers).
8. Floatation devices are prohibited in the pool or hot tub (e.g. rafts, inner tubes, inflatable toys) except for inflatable arm floats, life vests, noodles, and infant floatation.
9. Noise or any activity that creates a nuisance (e.g. distracts or disturbs others), including but not limited to diving, running, pushing or roughhousing in or around the pool is prohibited.
10. Tossing balls or other objects around the pool area is prohibited.
11. Smoking is not permitted in the pool or hot tub fenced area.
12. Food consumption while in the pool or hot tub is prohibited.
13. Use of the pool, hot tub, shrubs, rocks, or any other Common Element area as substitute restroom facilities is prohibited
14. Persons under the age of 12 are not allowed in the pool or hot tub unless accompanied by a responsible adult capable of assistance in the event of injury or incapacity.
15. Do not remove common pool chairs from the area.
16. All persons must obey the Security Guard/Pool Attendant in matters dealing with conduct, safety, rules and regulations enforcement.
17. Use of battery operated radios, portable television sets, or other such devices must not cause a nuisance or disturbance to others. Use of earphone is encouraged.
18. Renter, Occupants and guests are not permitted to invite guests to pool and hot tub area that exceed unit capacity.
19. Any person, including Unit Owners, Occupants, and their guests that violates these rules will be dismissed from the pool or hot tub area. Any damages or cleanup charges will be assessed back to the unit owner.

L. Beach

1. Swim at your own risk.
2. All glass or other breakable objects are prohibited.
3. Umbrellas and chair cabanas are permitted.
4. Only beach chairs are permitted on the beach.
5. Taking beach chairs into the water is prohibited.
6. Open flames are prohibited on the beach.
7. Unit Owners, Occupants, and Guests must clean up their area including disposing of all rubbish, trash, and disposable items in the proper container.
8. Unit Owners, Occupants, and Guests must rinse their body completely using the shower provided before entering the pool or hot tub areas. Turn off the shower water completely when finish

M. Tennis/Basketball Court

1. Jumping, hanging, or sitting on the tennis net is prohibited.
2. Climbing on the tennis court fence is prohibited.
3. All trash, rubbish, and other disposable items must be disposed of in the container provided.
4. All glass objects and other breakable items are prohibited in the tennis and basketball court areas.

N. Windows and Doors

1. Window blinds or similar screens are not permitted on the exterior of windows or sliding doors.
2. Windows air conditioners are prohibited.
3. Unit Owners must maintain screens and windows in a secure fashion without tears, cracks, fogged, or broken glass. As outlined in Section D (3). Maintenance, repair, and placement of windows, screens, and doors is the responsibility of the Unit Owner. If the Board or Management Company determines that the maintenance, repair, replacement is reasonably necessary, the unit Owner must perform such maintenance, repair, or replacement in a timely manner.
4. Units may have interior drapes, curtains, or blinds. The use of blankets, sheets, etc. is prohibited as window coverings.

5. Door color is determined by the Board. Unit owners are prohibited from altering the paint color their doors. Only the approved exterior paint color can be used.
6. Door knockers and plaques are allowed, as long as they smaller in size and tasteful.
7. Holiday decorations and door wreaths are permitted on doors.
8. Changing of entry dead bolt lock or adding a door knob lock is prohibited.

O. Complaint Procedure

Policy and procedure cannot replace courtesy and the need to communicate with neighbors / Unit Owners. Neighbors talking with each other in a non-threatening way can achieve quicker results. Our community spirit lies within each Occupant.

1. Complaints against any violating the rules and regulations must be submitted to the Management Company in writing and must contain the data, signature, Unit number and telephone number of the individual filing the complaint. The complainant will not be identified to the violator unless in the event of an enforcement assessment hearing.
2. The Management Company will in most cases contact the alleged responsible Unit owner / Occupant after receipt of each complaint and a reasonable effort will be made to gain the Unit Owner / Occupant to cease the violation.
3. If the reasonable effort to gain compliance are unsuccessful the Unit Owner / Occupant may be subject to an enforcement assessment in accordance with the Enforcement Procedure.
4. Copies of the complaints and the identity of the complaining party will be made available to the alleged violator in the event of an enforcement assessment hearing.
5. For violations requiring immediate response, please contact the security guard, the Management Company and /or the Port Clinton police.

P. Enforcement Procedure and Assessments

1. The Unit owner is responsible for any violation of the Declaration, By-Laws, or Handbook of Rules and Regulations by the Unit Owner, guests, or the occupants, including tenants, of their Unit.
2. Notwithstanding anything contained in this Handbook of Rules and Regulations, the Board has the right to proceed, immediately or otherwise, with legal action for any violation of the Association's governing documents, as the Board, in its sole discretion may determine.

3. The entire cost of effectuating a legal remedy to impose compliance, including court costs and attorneys' fees, shall be added to the account of the responsible Unit Owner.
4. All costs for extra cleaning or repairs to the Common Elements stemming from any violation also will be added to the responsible Unit Owner's account.
5. In addition to any other action and if applicable, in accordance with the procedure outlined in item 6 below, the Board may: (1) levy an assessment for actual damages, and/or (2) levy a reasonable enforcement assessment per occurrence, and/or (3) if the violation is continuous and of an ongoing nature, levy a reasonable enforcement assessment per day.
6. Prior to the imposition of an enforcement assessment for a violation, the following procedure will be followed:
 - a. Written notice(s) will be served upon the alleged responsible Unit Owner specifying:
 1. If applicable and in the absence of any emergency involving an imminent risk of damage or harm to Common Elements or other property or to the health or safety of any person. A reasonable date by which the Unit Owner must cure the violation to avoid the proposed charge or assessment; and
 2. a description of the property damage or violation; and
 3. the amount of the proposed charge (or, if unknown, a reasonable estimate of the proposed charge) and/or enforcement assessment; and
 4. a statement that the Unit owner has the right to, and the procedures to request a hearing before the Board to contest the proposed charge and/or enforcement assessment.
 - b. To request a hearing, the Unit owner must mail or deliver a written "Request For a Hearing" notice which must be received by the Board not later than the tenth day after receiving the notice required by 6-a.
7. If Unit owner requests a hearing, at least seven days prior to the hearing, the Board will provide the Unit Owner with a written notice that includes the date, time and location of the hearing. If the Unit owner fails to make a timely request for a hearing, the right of that hearing is waived, and the charges for damages and/or an enforcement assessment will be immediately imposed.
8. At the hearing, the Board and the alleged responsible Unit Owner will have the right to present any evidence.
 - a. The hearing will be held in Executive Session and proof of hearing, evidence of written notice to the Unit Owner to abate each action and intent to impose assessment will become a part of hearing minutes.

- b. The Unit owner will then receive notice of the Board's decision and charge for damages or enforcement assessment imposed within 30 calendar days of the hearing.
9. The Association may file a lien for an enforcement assessment and/or damage charges which remain unpaid for more than 10 days.

Q. Rentals

1. A copy of this handbook must be provided to all Occupants, including renters, by the Unit Owner.
2. The Unit Owner is responsible for the actions and violations of their renters and their guests. Any and all costs incurred by the Association by the actions of a renter or guest will be billed back to the owner as a special assessment.
3. Any owner or rental agency acting on behalf of the owner will complete the rental advisory notice and forward to the Management Company. Failure to do so will not provide tenants (access to the property ... or) the ability to park on the grounds or be permitted use of the facilities.
4. Occupancy is limited to the sleeping capacity of the Units. 1BR – 4 persons; 2BR – 6 persons; 3BR – 8 persons; (Ohio Law Table 1004.1 is 1 occupant per 200 sq. ft.)
5. Renter's are not allowed to have pets on the condominium property.
6. The Unit Owner is responsible for making the tenant aware of the rules

R. Sales

1. "For Sale" signs are prohibited in the Common Elements except during the period of an actual open house, when the Unit is open to the public for inspection.
 - a. The "For Sale" sign displayed must be placed in front of the condominium building of the Unit that is for sale and will be standard real estate sign.
 - b. The sign must be promptly removed from the Common Elements at the end of the open house.
2. At the same time, the Unit Owner must provide the following to the Management Company:
 - a. Names of all Occupants;
 - b. Home and business mailing addresses
 - c. Home and business telephone numbers
 - d. Name, business address and telephone number of any person who manages the Unit on behalf of the Unit Owner;
 - e. Sales price; and
 - f. Mortgagee
 - g. Any change in the information required in a-d must be provided to the Board within 30 days of the change.

3. The Unit Owner is responsible for providing the following information to the purchaser:
 - a. Copy of the Declaration and By Laws; any Amendments; and
 - b. Copy of the Handbook of Information and Rules and Regulations
 - c. Copies of these documents can be obtained from the Management Company or SPC website
4. When a condominium Unit is offered for sale by a licensed real estate agent, the sales agent is required to call the on-site Property Manager to obtain a unique entry gate “showing code” that is to be used to allow gate access for showing purposes only. When the Unit is offered for sale by owner (FSBO or off-list), the “showing code” must be requested by the Unit owner.

Further, the following rules will apply:

1. All prospective buyers must be accompanied for the full duration of the showing and grounds tour by either the real estate sales agent or Unit owner. An exception to this rule is when access is provided to appraisers, surveyors and/or home inspectors.
2. All open houses will require a minimum of 24 hours’ notice to be provided to the on-site Property Manager.
3. The duration of any open house cannot exceed three hours.
4. In the event of an open house, the Unit owner or sales agent will be required to have a representative at the entry gate and use the unique showing code to allow prospects to enter the property.
5. Existing gate codes or lanyards for either the Unit owner or rentals cannot be used for showings.
6. Gate codes cannot be placed in an MLS or any online listing or allowed to be in the possession of an unauthorized party.
7. Showing Time or Centralized Showing Service (i.e. Showing Service) will be allowed to provide the gate showing code to buyers’ agents, appraisers, surveyors and/or home inspectors.
8. Gate showing codes will expire immediately upon sale of the Unit or the expiration/cancellation of the listing. If the Property Manager is not timely notified, online sources will be used to verify the sale or termination of the listing.
9. Sales agents and owners will be responsible for the actions of prospective buyers and their compliance with the Rules and Regulations of The Shores Condominiums.
10. Violations are prohibited and showing rules will be enforced.

**THE SHORES OF PORT CLINTON
CONTRACTOR REPAIR/RENOVATION FORM**

**All owners must complete and provide this form to management before each
Repair/Renovation.**

Forward to: mccordsmanagementservice@yahoo.com

1. Owner;

Name _____

Unit # _____ Phone# _____

2. Contractor;

Name: _____

Phone# _____ Cell# _____

Address: _____ City: _____ State: _____

License # _____ when applicable; Insurances: _____

3. Duration of work to be performed;

Arrival: _____ Departure: _____

4. Type or description of work to be performed;

5. Permits;

**6. Please submit all repairs/renovations and contractors for review by the management
company for review/approval before work begins.**

Date Submitted: ____/____/____

Date Approved: ____/____/____

Approved By: _____

**SUBMIT FOR APPROVAL TO:
MCCORD'S MANAGEMENT SERVICES
419-734-7007**

THE SHORES of PORT CLINTON

RENTER REGISTRATION FORM

All owners must complete and provide this form to management before each rental

Forward to: mccordsmanagementservices@yahoo.com

1. Owner;

Name _____

Unit# _____ Phone# _____

2. Renter/Occupant;

Name: _____

Phone# _____ Cell# _____

Number in Party: _____ (Must NOT exceed 4/1- bedroom unit, 6/2- bedroom unit, 8/3- bedroom unit)

3. Duration of Stay;

Arrival: _____

Departure _____

A copy of the handbook and rules must be provided to all Occupants, including renters, by the Unit Owner.

The Unit Owner is responsible for the actions and violations of their renters and their guests. Any and all costs incurred by the Association by the actions of a renter or guest will be billed back to the owner as a special assessment.

SUBMIT TO:

MCCORD'S MANAGEMENT SERVICES

419-734-7007