

Marina Vista Condominium Council of Co-Owners, Inc.
RULES AND REGULATIONS
(Revised January 2019)

I. General:

- a. All owners, their tenants and guests must comply with all governing documents relating to Marina Vista Condominium (the "Condominium", including, but not limited to, the Condominium Declaration for Marina Vista Condominiums, Bylaws of Marina Vista Condominium and these Rules and Regulations ("Dedictory Instruments").
- b. These Rules and Regulations may be amended at any regular meeting of the Board of Administration ("Board") of the Marina Vista Condominium Council of Co-Owner, Inc. (the "Association") or at any special meeting called for that purpose. All rule amendments will take effect immediately unless provided otherwise.
- c. Owners are responsible for the conduct of anyone who resides in their condominium unit and for the conduct of guests, regardless of the length of their visit.

II. Fees and Collections:

- a. Owner accounts will be maintained by the agent ("the Agent") employed by the Board relating to each unit owned in the Condominium. Accounts will be charged the regular monthly assessment on the first of each month. In the event of a special assessment, the Agent will charge each account immediately. Owner accounts will also be charged any interest, fees or fines as they occur. All owner accounts are due and payable in full by the 1st day of each month.
- b. The agent must receive payment of the account balance **no later than the 10th day of each month**. If not received by the 10th day of the month, the Agent will impose a late penalty of \$25 and send the owner a letter, by certified mail, demanding payment of the total amount, with accrued interest, within 10 days.
- c. If the requested amount is not received by the 26th of the month, the Agent will proceed to take any and all measures allowed by law.
- d. The collection sequence described above may be changed by the Board considering specific circumstances and may include foreclosure of the property as permitted by the Dedictory Instruments.
- e. Violations of the Dedictory Instruments shall be subject to fines of \$100.00 for each violation if not cured within the later of, the time to request a hearing, or within ten days after having been provided notice of the result of a hearing the outcome of which was the determination that a violation did exist. Fines, when levied, will be posted to the owner's account immediately.
- f. Not later than the 30th day after the date of a violation notice, the unit owner may request a hearing before the Board to contest the fine or damage charge, during which time the fine will be suspended, unless the unit owner was given notice and a reasonable opportunity to cure a similar violation with the preceding 12 months.

- g. The Agent will impose interest on overdue amounts at the rate of 18% per annum from the date the account was charged.
- h. Collections are credited in the following priority: (1) against legal fees, (2) against accumulated interest, (3) against late fees and collections fees, and (4) to the oldest of the delinquent amounts being due. The Board may apply partial payments in another manner to avoid any statute of limitations.
- i. **The owner must provide mortgage holder information to the Agent within 30 days of purchase of their condominium unit or written request from the Board or Agent.** The Agent may communicate with mortgage holders regarding delinquent accounts at any time and may promptly notify mortgage holders if an account is not successfully collected within 60 days.

III. Owner Responsibilities Generally:

- a. Each property owner is responsible for the visual appearance of his own unit from the outside. Each unit should be kept in such a manner that it does not contribute “visual pollution” to the Condominium or its neighbors.
- b. Every owner must promptly perform all maintenance and repair work within their own unit, which, if omitted, would affect the common property or property of other owners. Owners are responsible for events that occur within their unit that causes damage to other property and will reimburse other owners or the Association for repairs. Owners are responsible for water damage to common elements and adjoining units which originates from their unit, including leaks or overflows of sinks, tubs, showers, shower pans, toilets, dishwashers and clothes washers. In case of continuous water overflow, residents should immediately turn off water in the unit and turn the shut-off valves, e.g., behind the toilet or under the sink, to the “off” position. Except in case of an emergency, Owners, their tenants or their guests, may not interfere with or interrupt the building’s water lines, including water lines to an individual Unit, without the prior knowledge and consent of the Association. Owners, their tenants or their guests requiring a water cut-off for remodeling must request **at least 48 hours** in advance through the Agent **to allow proper notification to other owners in the building.**
- c. Owners who expect to be away from their unit for a period of time should shut off water valves within their unit to prevent accidental damage to the unit or to adjacent units.
- d. Owners are responsible for damage caused by themselves or by events within their unit, to common areas or other units.
- e. Owners must not store flammable material susceptible to spontaneous combustion within their unit or in any common area.
- f. All Condominium units should be used and occupied for residential purposes only.
- g. All owners who do not reside in a unit owned by them, shall provide the Association or the Agent with their permanent address and home and work telephone numbers where they may be reached in an emergency. Any expenses incurred by the Association to locate an owner who fails to provide such information shall be assessed to that owner’s account. Unless otherwise provided by law, owners who fail to provide such information shall be deemed to have waived the right to receive notices at any

address other than the address of their unit. The Association shall not be liable for any loss, damage, injury or prejudice to the rights of said owner caused by any delays in receiving notice resulting therefrom. Every lease must be in writing and shall be subject to the provisions of the Dedicatory Instruments of the Association. Owners who lease their units must provide a signed copy of the original lease to the Agent along with a resident information sheet provided by the Agent. Prior to move-in, the owners shall be responsible for providing tenants with copies of the Dedicatory Instruments, including the Declaration, Bylaws and Rules and Regulations. Owners may request this information from the Agent.

- h. Not later than the 30th day after the date of acquiring an interest in a unit, the unit owner shall provide the Agent with: (1) the unit owner's mailing address, telephone number and driver's license number, if any; (2) the name and address of the holder of any lien against the unit, and any loan number; (3) the name and telephone number of any person occupying the unit other than the unit owner; and (4) the name, address and telephone number of any person managing the unit as agent of the unit owner. A unit owner shall notify the Agent not later than the 30th day after the date the owner has notice of a change in any of the above information required and shall provide the information on request by the Association from time to time.
- i. Owners or tenants are responsible for arranging telephone, electricity and premium bulk cable services. Units are separately meter for electricity. Water is provided by the Association and is included in the monthly assessment.

IV. Building Exteriors and Interiors:

- a. The common area is jointly held and available for the use of all owners. No part of the common area is for the exclusive use of any owner.
- b. No alterations to, or installations on, the common area are to be made without the written consent of the Board. Requests should be submitted to the Board in writing. Absence of a response from the Board does not constitute authority to proceed.
- c. Entry doors are considered limited common areas and their exterior surface will be maintained by the Association. As the original wooden doors deteriorate through normal wear and tear, they will be replaced with steel doors painted on the outside. Door hardware will be removed from the old door and installed on the new door, unless the owner provides new hardware at the time of installation. Doors that are damaged or abused may be replaced by the Association at cost to the owner, paid in advance.
- d. To assure neatness and to provide unobstructed access, no items (including plants) shall be placed in the common areas (e.g.: grounds, stairways, doorways, parking lot); such items may be confiscated and stored at the owner's expense for as long as 30 days, after which they may be disposed of without further notice. Doormats of reasonable size and color are permitted outside entry doors.
- e. Windows and sliding doors should be kept clean and in working order.
- f. Each unit shall utilize window coverings of a style and type designed for that purpose. Window coverings must be neutral in color; either beige or off-white and kept in good repair.
- g. Disposing of debris, such as cigarette butts, drink cans, etc. on the common grounds is not permitted.

- h. Holiday decorations may be displayed provided they are not intended to offend anyone, do not interfere with the passage through common areas, or make any sound and are not attached to the exterior of the building. Such decorations must be removed within 10 days of the holiday.
- i. Trash, garbage and any other waste material should be immediately carried to the garbage disposal area and should not be stored outside, even temporarily.
- j. No signs and billboards or advertising devices of any character should be erected, maintained or displayed on the property.
- k. Satellite dish installation is limited to patios and balconies in the limited common area. Satellite dishes may not overhang and may not be mounted on any part of the building. Owners are recommended to use tri-pod stands to mount dishes or utilize a cable TV provider.
- l. Patios, balconies and entryways are considered limited common areas and their exterior surface will be maintained by the Association. As the current material deteriorates through normal wear and tear, it will be replaced with material designed for outdoor use, in the color **brown/beige tweed**. Such coverings that are damaged or abused by **the unit owner or their tenants and guests** may be replaced by the Association at cost to the owner, paid in advance. **At no time is a unit owner and/or their tenants or guests permitted to install any additional or different products to the exterior surface.**
- m. Owners and/or tenants are responsible for damage to units beneath or adjacent to their own caused by overflow or leaking of drains or plumbing, which is the result of improper maintenance or use of fixtures by owners, tenants or guests.
- n. An owner, family member, guest, agent, employee, invitee, tenant or other authorized occupant or visitor of such owner, is responsible for damages to any portion of the common elements or limited common elements or any unit due to the act or neglect of said person. Such owner shall, upon notice and demand, reimburse the Association for amounts paid to repair such damage.
- o. Radios, television and audio equipment must only be played at levels which do not disturb neighbors or creates a nuisance. None of these devices may be used after 10:00 p.m. on the balconies.
- p. Because of possible damages to structural elements in the building, drilling of any kind into the ceiling or floor of any unit is prohibited without the prior **written** approval of the Board. If damage occurs, repairs will be billed to the owner. Owners must sign a waiver prior to drilling in floors or ceilings. There can be NO penetration into any demising walls.
- q. Repairs for any damage to walls or hallways caused a resident's move, will be charged to the owner.
- r. Owners must install operating smoke detectors outside every sleeping area and kitchen. Basic requirements are:
 - 1. Test smoke detectors monthly and replace batteries as required.
 - 2. Vacuum the vents in the detector at least once a year.

3. Do not install smoke detectors in front of an air conditioner vent that could blow away the smoke before the detector can sound the alarm.
5. No alterations of any kind may be made to any common element or limited common element of the building without the written consent of the Board in accordance with the Dedicatory Instruments. No alterations of any kind may be made to a unit's structural elements, walls, electric circuitry, conduit, heating and ventilating systems, windows, doors, cable system or plumbing without prior written approval from the Board unless deemed an emergency by the Agent. All alterations must be scheduled with the Agent at least 7 days before work commences. Requests for alterations along with drawings of existing and proposed changes must be submitted to the Board **for review and approval** before any work is undertaken.

V. Patios and Balconies:

- a. Patios and balconies are "limited common areas", which means they are maintained by the Association but are for the exclusive use, within these Rules, of the owner.
- b. Patios and balconies are intended for the enjoyment of the outdoors while under shelter and residents are encouraged to place appropriate chairs and tables for their use while outside.
- c. These areas shall not be used for storage and should be maintained in an orderly manner.
- d. Roll blinds are not permitted on patios and balconies.
- e. Patios and balconies shall not be enclosed for any purpose or by any means.
- f. Barbecue grills may not be used within ten feet of any structure. No propane gas grills or open flame/open pit charcoal grills are permitted on balconies located on the second level **in accordance with the 2012 International fire code 308.1.4.**
- g. Ice chests and coolers may be placed on patios and balconies but only while in actual use.
- h. It is prohibited to hang garments, rugs, towels or any items from the windows of balconies of the buildings.
- i. Swimming items such as beach balls, tubes, etc. may be placed on patios and balconies until they are dry. Under no circumstances are bathing suits or towels to be placed outside.
- j. It is expressly prohibited to place objects of any kind on the railings of balconies, as this poses a significant safety hazard.

VI. Insurance:

- a. Owners are responsible for maintaining insurance which provides coverage for damages to the interior of their respective unit, liability coverage and loss assessment coverage in the event of a special assessment. Owners are generally expected to be responsible for damage originating in their unit, and, if damage extends beyond their unit, for that damage as well. All owners shall provide a copy of the required insurance coverages to the Agent each year upon the annual renewal date of said insurance.

VII. Pets:

- a. House pets are limited to those normally considered to be of a domestic nature and of a reasonable size and number.
- b. Occupants shall clean up after pets, assure that pets outside are on a leash and under direct control and that pets do not annoy or threaten anyone.
- c. Ducks may be fed in the water only and should never be fed on the grass.

VIII. Bulkhead and Marina Area:

- a. The docking of boats at the Condominium bulkhead is intended for temporary use of owners and their guests.
- b. Owners and their guests shall have overnight docking privileges only.
- c. In no case may a boat **and/or any water craft** be kept at the bulkhead on a fulltime basis. **Temporary mooring is allowed, specifically not to exceed a timeframe of 48 continuous hours.** Boats **and/or watercraft left** fulltime at the bulkhead will be towed away at owner's expense. **Mooring of commercial boats and/or water craft is strictly prohibited. Fines will be assessed accordingly.**
- d. Boat mooring positions are on a "first come" basis only and are not to be considered as "reserved" for the day or weekend. Leaving fenders/buoys unattended is prohibited and, if left, will be subject to removal.
- e. Swimming within the marina adjoining the Condominium tract of land is prohibited.

IX. Common Areas:

- a. Common Areas are jointly held and available for use of all owners. No part of the Common Area is for the exclusive use of any owner. Patios and balconies are "limited common areas" and **are** restricted to use by owners and their **tenants and** guests.
- b. An owner will reimburse other owners or the Association for any expenditure incurred by the owners, guests or renters in repairing, or replacing personal or common elements or facilities damaged through negligence.
- c. Structural alterations to the exterior of the unit cannot be made without approval in writing by the Association.

X. Vehicles:

- a. A speed limit of 10 miles per hour is imposed on all driving areas of Marina Vista.
- b. No **oversized vehicles, commercial vehicles**, boats, boat trailers, trailers or travel trailers are permitted in the parking area. **Vendors' commercial vehicles are only allowed in the parking area during the course of performing their services while hired on behalf of Marina Vista Condominium Council of Co-Owners, Inc. and are not allowed to be parked overnight.**

- c. Campers, motor homes and recreation vehicles that occupy more than one regular space are not allowed in the parking area.
- d. Vehicles not parked properly or prohibited will be towed from the premises at the owner's expense. Vehicles shall be parked in a manner as to not impede safe access to sidewalks.
- e. No unlicensed motor vehicles are allowed on the property.
- f. Motor vehicles required to be registered and not currently registered will be towed at the owner's expense.
- g. Inoperable vehicles, or vehicles which are in obvious disrepair, including but not limited to, broken windows and/or significant body damage, will be removed from the parking area at owner's expense.
- h. Motorcycles and bicycles are not to be ridden on sidewalks or lawns. Such practice could result in personal injury or damage.
- i. Bicycles ~~(deleted the words "and motorcycles")~~ shall be parked at the bike racks and shall not be left on balconies, patios or in the parking lot. ~~(Deleted the sentence "They are to be pushed to the parking lot area prior to being started or ridden.")~~ Bicycles left in the bike racks must be in working condition (i.e., no flat tires, etc.). Bicycles which appear to be abandoned will be tagged for removal. If owners do not remove the bicycle once tagged, bicycle will be removed and discarded by the Association.
- j. ~~(This paragraph was added)~~ Motorcycles shall be parked in smaller parking spaces provided for their use and shall not be parked in larger spaces that accommodate standard size motor vehicles. Motorcycles are to be pushed to the entrance of the parking lot prior to being started or ridden. Excessive noise created by the motorcycle, and/or its owner, will not be permitted. Owners will be assessed a violation per offense if the excessive noise continues.
- k. The Association assumes no liability for personal items left in vehicles.

XI. Swimming Pool Area:

- a. The pool area has been provided for your outdoor enjoyment. Since lifeguards are not available, **your guests and children are swimming at their own risk.** Supervised swimming and diving activities are provided at the Yacht Club pool where lifeguards are on duty at certain hours.
- b. For your safety, glass containers are not allowed around the pool area.
- c. The outdoor pool furniture and equipment have been provided for the owners and should not be removed from the pool enclosure.
- d. When leaving the pool area, all floats, balls and towels should be returned to the owner's private area.
- e. Guests are permitted to use the pool only while accompanied by the owner or ~~tenant~~ **(the word "tenant" replaces the word "occupant")** of units.
- f. Bikes are not allowed in the pool area.

- g. Pool hours are from 9:00 a.m. to 10:00 p.m.
- h. An adult must accompany children under 14.
- i. Absolutely NO PETS are allowed in the pool area.
- j. Horseplay, running and excessive noise will not be tolerated in or near the pool. Children unable to comply with these Rules will be restricted from the pool area unless accompanied by a responsible adult.
- k. Cutoffs are prohibited. Proper swimming attire MUST BE worn in the pool enclosure.
- l. Pool area keys (pool gates and restroom) shall be changed from time to time and new keys shall be provided to owners; only owners current with dues at the time of distribution shall receive keys; keys will be withheld until dues are brought current.

XII. Miscellaneous:

- a. Skateboards are not to be used on the premises of Marina Vista.
- b. Owners, guests and renters should exercise extreme thoughtfulness with respect to the invasion of privacy of their neighbors.
- c. No noxious or offensive activity shall be carried on upon the property.
- d. Residents and their guests shall exercise care about making noises or using of musical instruments, radios, TVs and amplifies.
- e. The display or shooting of firearms, fireworks or firecrackers is expressly forbidden.

XIII. Addendum to the Rules and Regulations:

- a. This is an addendum to the Dedicatory Instruments and Rules and is effective upon adoption by the Board and recordation in the Montgomery County Real Property Records.

Marina Vista Condominium Council of Co-Owners, Inc.

By: _____

Name: _____

Title: _____