

Marina Vista Condominium

Rules and Regulations

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Rules and Regulations

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ARTICLE I – PARKING

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1. Each Unit Owner shall have two (2) assigned parking stalls.
2. Unit Owners must park vehicles within their designated parking stalls and occupy only one (1) lined space per vehicle.
3. Unit Owners shall not leave their vehicles idling in the garage.
4. No commercial vehicles are allowed to park in the parking garage.
5. No Unit Owner shall conduct major repairs or major restoration of any vehicle upon the property.
6. No hazardous or flammable materials, such as gasoline, shall be stored in the parking garage stalls or in the storage units.
7. Motorcycles are only allowed in the Unit Owner's designated parking spaces.
8. The speed limit within the parking garage is five (5) miles per hour.
9. There shall be no storage of boats, motors or trailers in the parking stalls (or other garage areas) without approval of the Marina Vista Condominium Association Board. "Storage" is defined as a period of time extending beyond two (2) weeks. (Adopted 8/3/14).
10. Electric Vehicle Charging Units, including, but not limited to, charging stations or outlets, shall be approved by the Board prior to installation and subject to the following conditions: (Adopted 6/16/22)
 - a. The installation may be permitted only for a Unit Owner holding legal title to the Unit.
 - b. The Unit Owner shall be responsible for all costs of installation and equipment, as well as future maintenance.
 - c. The Unit Owner shall have the charging station or outlet directly connected to the electrical system of their unit, and such work shall be completed by a licensed and bonded electrical contractor. Any cost of obtaining a permit or inspections, whether at installation or thereafter, shall be the responsibility of the Unit Owner.
 - d. The Unit Owner shall be responsible for all repairs or replacement of the charging station or outlet, and the Unit Owner shall have applicable liability insurance relating to the charging station or outlet in limits and terms approved by the Board.
 - e. The Unit Owner shall execute an indemnity agreement with the Board prior to installation of the charging station or outlet and shall notify the Board at least 48 hours prior to installation of the charging station or outlet.
 - f. Removal of any charging station or outlet may only occur upon 48 hours notice to the Board and on terms and conditions approved by the Board in its sole discretion.

ARTICLE II – NUISANCE AND PETS

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A. Nuisance defined and prohibited. (Adopted 5/20/21)

1. Any nuisance is prohibited, either within a Unit or on Condominium property.
2. Nuisance defined. A nuisance is a thing, act, occupation, condition, or use of the property, which continues for such length of time as to:
 - a. Substantially annoy, injure, or endanger the comfort, health, repose, or safety of the Unit Owners of the Condominium.
 - b. In any way renders the Unit Owners insecure in life, or in use, of the Condominium property.
 - c. Which greatly offends the public morals, or decency or
 - d. Which may unlawfully and substantially interfere with, obstruct, or tend to obstruct, or render dangerous for passage, any of the common areas within the Condominium.

B. Pets. (Revised and Adopted 5/20/21)

1. Dogs, cats, fish, birds and caged household pets may be kept in the Units, provided they are not kept, bred, or maintained for commercial purposes. The weight of cats and dogs shall not exceed sixty (60) pounds. Limit two (2) domestic animals per Unit.
2. No livestock, reptiles or poultry of any kind shall be raised, bred or kept in any Unit or within the Common Elements.
3. No Pit Bulls or Rottweilers are allowed, except as may be permitted by state or federal law.
4. All animals must be kept within an enclosure or on a leash being held by a person capable of controlling the animal. The enclosure must be so maintained that the animals cannot escape and shall be subject to the approval of the Board. No doghouses or similar pet structures shall be permitted.
5. Animals shall not be left unattended or confined in a patio area when a Unit Owner is not in the Unit. Excessive barking, or other noise, which disturbs other residents, shall be considered a nuisance as defined herein. Pets shall not at any time be left tied or chained on the patio or balcony of any Unit, or anywhere else in the common areas of the Condominium. Any pet that is left unattended on a regular basis may be considered a nuisance as defined in these Rules.
6. All pets shall be registered and inoculated as required by law.
7. Pets may not be walked in the landscaped areas of the Condominium property.
8. All pet owners shall immediately pick up their pet waste.
9. All pets are to be kept on a leash of 48 inches or less while on Condominium property, and when not in the Condominium Unit of the pet owner or keeper.

10. The use of chains, ropes, or stakes that screw into the ground for the purpose of securing a pet are not allowed on Condominium property.
11. Upon a determination by the Board that any pet is a nuisance as defined herein, the owner or keeper of the pet may be assessed a penalty under Article VIII Section 2 of these rules and/or the Board may require that the pet be removed and no longer be permitted on Condominium property.

ARTICLE III – GENERAL LIVING

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1. No excessive noise. (Example: If it can be heard outside of the Unit, it is excessive)
2. Nothing is to be stored on balconies, with the exception of a reasonable amount of patio furniture and/or an outdoor grill.
3. All cooking on outdoor grills is restricted to patios and balconies only, subject to all local and state fire codes and ordinances.
4. Power tools shall not be used between 9:00 p.m. and 9:00 a.m. the following day.
5. Maintenance of windows and screens are Unit Owner's responsibility.
6. Water conservation is encouraged.
7. No person may damage, destroy or remove any part of the Condominium Property without the written approval of the Board of Directors.
8. Children under sixteen (16) years of age are not permitted in the following areas: High voltage equipment areas, mechanical rooms, or construction sites.
9. A minimum of fifty-two (52) degrees Fahrenheit will be maintained in all Units during the cold weather months between November and May to prevent potential damage to common plumbing through freezing of pipes. Any damage will be repaired by the Association and paid by the Unit Owner.
10. In conjunction with Article 9.3 of the Declaration of Condominium, it is declared that no Units shall be occupied by any person who is not a spouse, lineal descendant, or ascendant of the Unit Owner(s). Any person who occupies a Unit who is not an owner, Owner's Spouse, or a lineal descendant or ascendant of the Unit Owner shall be deemed a tenant. Unit Owners may allow occupancy of their Units, but only in compliance with the following requirements (Adopted 5/24/15):
 - a. Unit owners may petition the Marina Vista Condominium Association Board to allow occupancy by a tenant;
 - b. The Board may approve such request based on economic conditions or other exigent circumstances; the approval or disapproval shall be in writing and state the reason for the Board's decision;
 - c. In the event the petition is approved by the Board, the Unit Owner and tenant shall comply with the following requirements:
 - i. Every agreement for tenant occupancy of a Unit (i.e. a lease) shall be in writing and shall be for a minimum period of twelve (12) months; further, tenant shall

- provide to the Board: A valid form of identification, credit data, background check information and any other information requested by the Board.
- ii. Before a tenant signs a lease, the Unit Owner shall provide the tenant with copies of the Declaration, as amended, the Bylaws, as amended, and the Rules and Regulations, as amended.
 - iii. Every lease shall contain a statement to the effect that the tenant acknowledges receiving copies of those documents and agrees to comply with the Act and those documents.
 - iv. Within five (5) business days after entering into or renewing a lease, the Unit Owner shall provide a copy of the lease to the Board.
 - v. Additional restrictions on Unit leases may be set forth in the Rules and Regulations. However, no such restriction shall limit the term of the lease. The percentage of Units subject to rental shall not exceed 20% of the total number of Units at Marina Vista.
11. Only a natural person, or persons, may be an owner of a Unit. A Unit may not be owned by a corporation, limited liability company, or limited liability partnership, or any other entity that is not a natural person, or persons. A Unit may be owned by a trust, which is wholly revocable by the Owner of a Unit, and for which the Owner of the Unit is the sole trustee. (Adopted 5/20/21)
12. No person shall hold or conduct rummage sales, garage sales, estate sales or similar type activities on the Condominium premises. Such proscription includes the interior of all the Units as well as the Common Elements. (Adopted 9/6/15)

ARTICLE IV - USE OF COMMON ELEMENTS

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1. No public lobby or hall of the building or parking garage shall be decorated or furnished by any Unit Owner or tenant in any manner without the prior written consent of the Board of Directors with the exception of the following:
- a. Each unit owner will be allowed a wreath on their exterior door and a mat on the floor in front of their door. Wreaths may not be affixed to the door with a nail or any device which might damage the wood.
 - b. Each unit owner will be allowed one item on the floor outside their door: The item must fit within the alcove area of the doorway, no more than 12" from the door frame. Owners are responsible for cleaning the area under and immediately surrounding any item placed on the floor. A display stand is allowed if it fits within the 12" approved area. The stand may display only one item. Any items that are placed beyond the approved area present an egress and trip hazard, and will not be allowed. MVCA will not be responsible for any items that are lost or damaged.
 - c. With the exception of artwork previously approved by the Board, no owner may hang anything on the walls outside their condo. If a unit owner with previous Board

approval for exterior art moves from the building, the new owner will not be permitted to keep or replace items on their exterior common wall without explicit Board approval. (Exceptions a - c of bullet point 1 adopted 1/20/22)

2. There shall be no obstruction of the Common Elements nor shall anything be stored in, on, under or above Common Elements (except in areas designated for such purpose) without the prior written consent of the Board except as hereinafter expressly provided. Common Elements shall not be obstructed, littered, defaced or misused in any manner.
3. Sports activities are not permitted anywhere within the Common Elements.

ARTICLE V – MOVING

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1. Persons moving household furnishings and/or materials in or out of the building shall use the elevator. All such moves may be done only between the hours of 9:00 a.m. and 7:00 p.m. No Holiday move-ins or move-outs are permitted under any circumstance.
2. Furniture, bedding and other large items of personal property in excess of twenty (20) pounds shall be moved in and out of the building through the garage rather than the front door/lobby area. (Adopted 3/19/16)
3. Any damages to the building or premises occurring during a move shall be the responsibility of the owner of the unit involved in the move. Such costs may be assessed by the Board via an assessment against the Unit Owner in conformity with the provisions of Article 8 of the Declaration of Condominium. (Adopted 3/19/16)

ARTICLE VI – REPAIR, REPLACEMENT AND MAINTENANCE

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1. All Unit Owners are responsible for keeping their Units repaired and maintained in good order and condition. All repairs and maintenance to internal installations shall be made at the Unit Owner's expense. No structural changes or alterations shall be made in any Unit without the prior written consent of the Board of Directors and any mortgage holding a mortgage on said Unit. Maintenance, repairs and replacement of all Unit windows and exterior doors are the responsibility of the Unit Owner to the extent not covered by Association insurance.
2. No additions or alterations to the Common Elements are permitted without approval by the Board of Directors.
3. The approved door style is the only one to be used. Information can be obtained by contacting a member of the Board.
4. The approved replacement window and glass patio door style is the only one to be used.
5. Entrance ways and balconies shall be kept clean and newspapers are to be picked up regularly.

ARTICLE VII – EXTERIOR APPEARANCE

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1. No satellite dishes are allowed.
2. Window air conditioners are not allowed.
3. No blankets, sheets, clothes or laundry of any kind or other articles shall be hung out or exposed on any part of the Common Elements. The Common Elements should be kept free and clear of any litter, rubbish, debris, and other unsightly materials, which must be kept in receptacles provided for such purposes. No outdoor clothes lines may be erected.
4. The approved window treatments are the only style and color to be used. These must be kept in good repair. If they need replacement, contact a member of the Board for information.
5. No signs may be displayed anywhere on the premises of Marina Vista. This proscription shall include but not be limited to: The lawns, decks, windows and Common Elements of Marina Vista. The sole exception to this prohibition shall be “Open House” real estate signs which may be displayed on the day of an open house in conjunction with the sale of a Unit. (Adopted 6/1/12).
6. Retractable Awnings shall be approved by the Board prior to installation and subject to the following conditions: (Adopted 6/16/22)
 - a. An accurate color drawing of the awning and all plans and design materials shall be provided to the Board, prior to installation. Any awning shall be consistent with the design of the building in the sole discretion of the Board.
 - b. Installation of the awning shall be completed by a professional installer approved by the Board and shall be the sole responsibility of the Unit Owner.
 - c. The Unit Owner shall be solely responsible for insurance relating to the awning on terms and in limits approved by the Board.
 - d. The Unit Owner shall provide the Board with 48 hours notice prior to installation.
 - e. Unit Owners shall execute an indemnity agreement with the Board prior to installation.
 - f. Removal of any awnings may only occur upon 48 hours notice to the Board and on terms and conditions approved by the Board in its sole discretion.

ARTICLE VIII – PENALTIES (Adopted 9/6/15)

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1. Violation of Article 3, Section 10, of the Marina Vista Rules and Regulations which restricts the leasing of Units and among other things requires the Unit Owner to provide certain information to the Board shall be \$100.00 per occurrence. Each day of violation shall be considered a separate occurrence.

- a. The Unit Owner shall be notified of violation of such leasing provision, in writing; thereafter, the Unit Owner shall have ten (10) days to remedy any such violation. Failure of the Unit Owner to remedy the violation shall result in imposition of the penalty retroactive to the date of the violation.
- b. The Unit Owner shall be afforded the opportunity to meet with the Board to resolve the violation if written request is made within three (3) days of the Board's Notice of Violation.
- c. The foregoing penalties shall not limit the Board's ability to commence an eviction against the lessee of any Unit Owner not in compliance with Article 3, Section 10.
- 2. All other violations of the Marina Vista Rules and Regulations shall result in a penalty of up to \$50.00 per violation.
 - a. The Unit Owner shall be notified of violation in writing and shall have ten (10) days to remedy such violation.
 - b. The Unit Owner shall be afforded the opportunity to meet with the Board to resolve the violation if written request is made within three (3) days of the Board's Notice of Violation.

ARTICLE IX – INSURANCE (Adopted 2/16/23)

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- 1. It is the responsibility of each unit owner to read all condominium documents (Executive Summary, Declaration, Bylaws, and Rules & Regulations) along with the commercial insurance policy covering MVCA when deciding how to insure their unit. Each unit owner is authorized and encouraged to carry additional insurance, including casualty insurance for the full replacement value of the unit owner's interest in the unit, limited common elements, and personal property, together with liability insurance. It may be beneficial to unit owners to purchase insurance from the same company that insures the Association to best facilitate payment of claims in case a dispute arises between the MVCA Commercial claims adjustor and an owner's personal claims adjustor.