

## **WELCOME**

Welcome to the Sturgeon Point Condominiums. In order to ensure a pleasant environment for everyone, we have established a set of rules and regulations which pertain strictly to living at the Sturgeon Point Condominiums in the condominium atmosphere.

These are common sense rules and regulations which take into consideration the health, safety and comfort of all owners and guests who live at Sturgeon Point Condominiums.

If you are a guest at the Sturgeon Point Condominiums, be sure you realize that these rules and regulations are as binding on you as on the owners.

As you are all aware, condominium living, by its very nature, is close living. Everything each resident does may infringe on the life of each neighbor. Therefore, we urge each resident not only to follow these Rules and Regulations, but also to follow the Golden Rule which is to truly consider the privacy and lives of each neighbor just as you want them to respect your rights.

The Declaration, Bylaws, and Rules should be read by all unit owners and residents. Together, they fully explain the operation, maintenance, finances, etc. of our Association.

Thank you,

The Board of Managers  
Sturgeon Point Condominiums

## DEFINITIONS

Balconies/Porches: Lakeside deck accessible only from unit on second and third floors and lakeside concrete pad on ground floor units.

Common Areas: All other areas lakeside or street side not otherwise designated.

Common Decks: Lake front gazebo, pool area, and sundeck.

Guests: Social friends or relatives using the unit with the owner's permission.

Limited Common Areas: Street side ingress/egress porches.

Owner: Titleholder as reflected in the Ashtabula County Record of Deeds.

Renters: Occupiers of a unit, i.e. at least one week, but less than one year.

Tenants: Long-term renters, i.e. at least a one-year term of a unit.

STURGEON POINT HOMEOWNERS' ASSOCIATION  
Rules and Regulations

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DIRECTORY

Emergency Information

Police Department – Emergency	911 or	440-466-8196
Police – Non-emergency		440-466-8765
Fire Department	911 or	440-466-4408

Service Information

Ashtabula County Dept. Environmental Services	440-576-3722
(phone hours – 8:00 a.m. to 4:30 p.m.; walk-in hours – 8:00 a.m. to 4:00 p.m.)	
Emergency after hours: water – 440-257-6190	
sewer – 440-576-9046	

Dominion East Ohio	1-800-362-7557
Emergency: 1-877-542-2630	

The Illuminating Company (customer service) Emergency: 1-877-544-4847	1-888-544-4877
Village of Geneva on the Lake Administration	440-466-8197
Time Warner Cable	1-877-772-2253

# Rules and Regulations of Sturgeon Point Homeowners Association

## I. COMMON AREAS

A. General. All common areas are to be treated with care and with consideration for the other owners' and occupants' use of the common areas. No use of the common areas which would reasonably lead to their disfigurement, damage, or destruction is authorized. Only owners, tenants, guests, workmen and maintenance people are allowed in the common areas.

B. Noise. Excessively loud music, shouting or other noises are not allowed in/on the common areas. Particularly, noise levels should be reduced after 10 p.m.

C. Beach. The condominium beach is private. Only owners, tenants, guests, workmen, and maintenance people are allowed on the beach. The beach is to be kept clear of paper, plastic, metal, glass, animal waste and rubbish of any kind. Fishermen shall use caution when fishing from the beach while persons are swimming or sunbathing. No lifeguard will be provided. All persons swim at their own risk, and anyone who is not proficient in swimming must be supervised by someone who is. Climbing on Armour Stone is prohibited.

D. Gazebo. The gazebo is a common area and is subject to the provisions of paragraphs 1(A) and 1(B) above. The gazebo is to be kept clear of trash, animal waste and rubbish of any kind. The gazebo may be reserved by an owner or tenant for private parties or gatherings of no more than four (4) hours duration with a maximum of twelve (12) persons. Reservation lists shall be kept by the secretary of the Board of Directors/Managers on a first come, first served basis. Reservations may be made up to four (4) weeks in advance, and must be made at least one (1) week in advance. The persons(s) making the reservation shall be responsible for any damage resulting from such use,

and must return these areas to a neat and clean condition at the conclusion of the event. No event shall conclude later than 10 p.m.

E. Sidewalks. Sidewalks are to be kept clear of debris, animal or other waste. Toys or other obstructions are not allowed on the sidewalks.

F. Lawns. The condominium lawns are primarily decorative and should not be used excessively for ingress and egress or for play or sports activities that may impair their appearance. The lawns are to be kept clear of all debris, animal or other waste, rubbish, toys.

G. Bicycles. No bicycles, skateboards, rollerblades, or like recreational devices shall be ridden on the grass or walkways. Bicycles and other toys should not be left unattended and must not be left where they obstruct sidewalks and stairways. Please keep bicycles locked and attach the name, condominium number, and telephone number of owner to the bicycles.

H. Ice Removal. Do not use salt as it pits the concrete sidewalks and damages the paint and wood of the stairs. For ice protections use ice melt or melt-away.

I. Neglected Items. Items left in any of the common areas overnight or longer, except for bicycles parked under the stairways, will be removed and disposed of.

J. Children. Children play at their own risk in the common areas and must be supervised at all times by a responsible individual.

K. Laundry. Hanging of laundry (towels, rugs, clothing, etc.) in any of the common areas or in any of the limited common areas (i.e. decks and porches) or from balconies is prohibited.

L. Car Maintenance. Car maintenance is not permitted.

## **II. SWIMMING POOL RULES**

### **1. POOL RULES**

A. Lifeguards. There are no lifeguards on duty. All persons swim at their own risk. An experienced swimmer must accompany an inexperienced swimmer.

B. Hours. Regular swimming pool hours are from 8 a.m. to 10 p.m. for weekdays and 8 a.m. to 11 p.m. for weekends. All pool use is subject to closing for repairs, cleaning, emergencies, or Association-sponsored events.

C. Pool Capacity. Owners and their guests are asked to cooperate in limiting guests so that overcrowding does not occur. Any member of the Board of Managers has the immediate authority to limit the number of persons in the pool at any time.

D. Children. Children under 12 years of age must be accompanied by a responsible adult. Children in disposable diapers are not permitted in the pool. Plastic pants are required for children not potty trained. Plastic toys only are permitted in the pool areas. Rafts or flotation devices are permitted only during periods of slow use except for safety flotation devices for children. No Frisbees are permitted in the pool area.

E. Food and Beverages. No food or beverages in pool or within 3 feet of pool edge.

F. No glass items of any kind on the deck and concrete area.

G. Conduct. No running or horseplay is permitted. All persons coming from the beach area must wash off all sand before entering the pool area or any other common areas.

H. Swimming Attire. Proper swimming attire must be worn by everyone using the pool.

I. No Diving. No diving in the pool. Maximum pool depth is 54 inches and minimum pool depth is 42 inches.

J. Pool Tags. Numbered pool tags are to be used AT ALL TIMES by owners, guests, renters, and tenants when in the pool, or on the decks.

K. No Music at the Pool (use ear buds) (Other than board sanctioned functions.)

L. No Smoking on the concrete pool area

## **2. POOL VIOLATIONS**

Any party violating the above pool rules may be expelled from use of said facilities by any Board of Managers member for a minimum of three (3) days.

## **3. DRONES PROHIBITED**

The use of unmanned aircraft, i. e. drones, is not permitted on Sturgeon Point property, except for commercial purposes and only if preauthorized by the Board. Commercial purposes include a real estate agent using the drone to record pictures of our condos and the lake. The Board must give prior approval before a drone can be used for any purposes. Otherwise, no use of unmanned aircraft, i. e. drones, is permitted at Sturgeon Point.

## **III. PARKING REGULATIONS**

A. Limits. There are two (2) parking spaces available for each unit. All occupants are to be considerate of the needs of the unit owners. If an occupant's guests are occupying spaces to the exclusion of other unit occupants, it is the occupant's responsibility to get his guest's vehicles moved to another location.



B. Trailers, RV's, Trucks. A vehicle which takes up more than the two (2) parking spaces available to each unit is prohibited. If a car and trailer can be fit into two available spaces, such parking will be permitted, subject to the occupancy limits above. Trailers, boats, etc. shall not be left in the parking lot for more than two (2) weeks. Long-term storage of such vehicles on the premises is prohibited. Vehicles over 6,500 pounds or with more than two (2) axles are prohibited.

C. Miscellaneous. No parking on sidewalks or lawns is permitted. Motorcycle kickstands must be blocked with a piece of wood to prevent asphalt damage. No inoperable vehicle or vehicle without a valid license plate may be left in the lot for more than 72 hours. All occupants' vehicles must display a condominium parking permit on the windshield, during holiday weekends.

D. Speed Limit. The speed limit in the parking and access area is 10 m.p.h.

E. No Parking Areas. There shall be no parking or driving motor vehicles on any grass area.

F. Car washing on the premises is prohibited.

G. Mechanical repairs, oil changing and antifreeze changing are prohibited on the premises.

H. Vehicles parked or stored on blocks are prohibited.

I. No motor vehicles may be parked in the entrance ways.

J. Vehicles on the property may not cause excessive noise.

K. Any violations of the above parking regulations will result in the vehicle in question being tagged and/or towed at the vehicle owner's expense.

L. Violations of the above regulations are enforced by the Association through any member of the Board of Managers. Residents' assistance in notifying the Association of violations is welcome. To do so, contact the Board with the necessary information below, follow up your call in writing, indicating their address, listing your name, the violation, the type and color of the car, along with its license number, date of the violation and the location. Anonymous complaints will not be responded to.

M. Handicapped parking spaces are available and marked. Please contact a board member if additional accommodations are needed.

#### **IV. PETS**

A. Limitations. Only one (1) pet per unit is permitted at Sturgeon Point Condominiums.

B. Conduct. Excepting service animals, all dogs on condominium grounds shall be kept on leashes. All animals shall be prohibited from lakeside common areas and unit decks from May 1<sup>st</sup> to October 1<sup>st</sup>. At all other times pets may be on lakeside decks *only* when occupied by owner.

C. Waste. Animal waste is the responsibility of the pet owner. All common areas shall be kept free of animal waste. Animals should use condominium property on the south side of Lake Road or the devil strip

between the street and sidewalk. Violators may be fined \$25 in addition to clean-up costs. Owners may be assessed the fines of his tenants or guests if fines are not promptly paid.

D. Chains. Pets may not be chained in the common areas.

E. Renters may have no pets.

F. Owners must control their pets so as to avoid barking, whining, or other offensive noise.

G. Service dogs/animals. The board will permit service dogs/animals if needed by an owner. The board requires a physician's/health care provider's written acknowledgement that the individual requires a service dog or animal. The acknowledgement does not need to indicate the health concern that requires a service dog or animal.

## V. SALES OF UNITS.

A. General. As is set forth in the bylaws, the Owners' Association has a "right of first refusal" whenever a unit owner offers a unit for resale. All owners who wish to sell their units should be mindful of the need to put the Association's right to do so into any sales agreement as a contingency, so as to avoid possible litigation. All sale agreements shall contain a copy of current bylaws, rules and regulations.

B. Waiver. The Board of Managers may waive the Association's right of first refusal in writing upon application of a selling owner. Such waiver is solely within the Board's discretion.

C. Signs. Realtor's signs or sales signs of any type are not permitted without the prior consent of the Board of Managers.

D. Fees. There is a \$200.00 fee for HOA transfer.

## **VI. UNIT OWNER'S RESPONSIBILITIES**

A. Delinquent Fees. Each monthly condominium fee not paid by the 10<sup>th</sup> of the month will incur a \$20 late charge. For each successive month in which the fee is not paid, the late fee shall increase by an additional \$20. If not paid within 30 days of the first due date, a lien for fees and late fees may be filed against the unit in question. All legal fees and costs shall be assessed against the owner and his unit as well. Delinquent assessment shall be cause for the Board of Managers to institute foreclosure proceedings.

B. Responsible Person. The unit owner(s) is responsible for his own conduct and for that of his guests or tenants. Any unit owner who violates, or whose guest or tenant violates, any of these Rules and Regulations, shall pay (1) all damages, costs of cleaning, or repairs involved in the violations, and (2) a fine of up to \$100 for a first violation in a 12-month period, and up to \$250 for a second violation in a 12-month period and up to \$500 for a third violation in a 12-month period.. Fines, if unpaid, will be filed as a lien against the unit, along with all legal fees and costs. Failure to pay fines shall be cause for the Board of Managers to commence foreclosure proceedings. If the same rule is violated more than once time in a 12-month period, the 2<sup>nd</sup> violation is a fine of \$500.00, the 3<sup>rd</sup> violation will be a fine of \$1,000.00. The Board also reserves the right to suspend an owner's or occupant's right to use the pool, deck, or gazebo for up to 12 months if a violation results in damage to these areas.

## **VII. RENTAL PROCEDURES.**

A. Definitions. For the purpose of all of the Rules and Regulations of the Association:

1. **owners** are those persons who are the record title holders of the units.

2. **occupants** are owners or tenants.
3. **tenants** are long-term renters (i.e. at least a one-year term) of a unit.
4. **Guests** are either social friends or relatives using the unit with the owner's permission or are short-term renters (i.e. one week to one year) of the unit. Short-term renters and their guests shall not exceed the occupying limit for the unit and use of the common areas.

B. Term. Leases of less than seven (7) consecutive days' duration are not permitted. A person may rent a unit for less than seven (7) days, but only one rental per seven (7) day period is allowed.

C. Procedures. Only leases on the form or forms authorized by the Board of Managers are allowed. All renters must be given a copy of these Rules and Regulations by the unit owner. A copy of each lease must be given to the Board of Managers.

D. Occupancy Limits. No rental of a unit which results in an excessive number of persons occupying the unit overnight or longer is allowed. "Excessive" means in the case of one bedroom units, more than four (4) persons, excluding children under 12; and in the case of two bedroom units, more than six (6) persons, excluding children under 12; and in the case of three bedroom units more than eight (8) persons, excluding children under 12 years.

E. Responsibility. The owner of any unit is completely responsible and liable for any act or omission on the part of a tenant or guest.

F. Camping, RV's, etc. Owners, tenants and guest are not allowed to camp out on the grounds of or occupy a recreational vehicle on the grounds

of the condominiums. Owners, tenants and guests are to sleep in the unit, subject to the occupancy limits set forth above.

G. Rights to Use of Facilities. Owners who rent/lease their unit relinquish their own right to use all common areas including the pool, beach, deck and parking during the period the unit is leased.

H. Pets. Short-term renters may **not** keep pets in the unit. Exceptions for service dogs/animals.

## VIII. MISCELLANEOUS

A. Garbage. Garbage must be bagged and placed in the dumpsters. Garbage must not be left on porches, decks, or sidewalks. Large items of rubbish such as old furniture, mattresses, appliances, etc. must be removed from the premises at the owner's expense.

B. No Open Flame Grills permitted. This includes barbecue, gas, charcoal, hibachi or propane grills. Only electric type can be used. No outdoor fireplaces.

C. Balconies and Porches. No objects shall be affixed to or hung on the lakeside balconies or porches or their railings, including planters or flowerboxes. Railings are to be kept clear of any and all objects. Excepting the U.S. flag or military service flags.

D. Buildings and Building Exteriors. No object or decoration shall be affixed to, applied to, or painted on the exterior of any condominium building without authorization of the Board of Managers. Unit owners shall not paint the exterior of the doors or windows of their units.

E. Windows. Broken windows and sliders are the responsibility of the unit owner. Damaged windows and/or frames must be replaced with identical materials and must be installed in the same location and manner

as the originals. If identical materials are no longer manufactured or commercially available, prior permission of the board must be obtained before using substitute materials (non-identical).

F. Appliances, Plumbing, Electrical. Difficulties or problems with appliances, plumbing, or electrical systems in each unit are the responsibility of the owner. If your HVAC system requires a new supply line, you will need to get prior plan approval from the Board before puncturing any walls. All cost of any approved project is the responsibility of the owner.

G. Damage to Unit. Casualty or damage occurring within a unit to its contents is generally the responsibility of the owner. The Association's property insurance does not cover such losses. Please check your own insurance coverage so that there are no insurance lapses. In May of each year, a copy of the declarations page of the insurance policy of the owners of each unit shall be provided to the Board Secretary, naming Sturgeon Point Homeowners Association as an additional insured.

H. Christmas Trees. Due to the potential fire hazard, live Christmas trees are not permitted. Anyone found to have a live Christmas tree will be responsible for its immediate removal and assessed the cost of any additional hallway cleaning that may be required to remove tree needles and other such debris caused by bringing the tree into or removing the tree from the building.

I. Interior Fireplaces. Must be approved by the Board as safe and properly installed.

J. Complaints. In the absence of a violation of the Bylaws or of these Rules, disputes between owners should be resolved by those owners. The members of the Board of Managers are not policemen or judges and cannot arbitrate such disputes. Violations of the Bylaws or of these Rules, on the other hand, should be brought promptly to the attention of the Board of Managers or the Manager in writing and signed by the complainant.

K. Storage. Only bicycles or other wheeled items are permitted to be stored under the stairways. No other items are permitted to remain longer than overnight under the stairways. Any items left under the stairways overnight shall be removed and discarded by the Board, with no further notice to the owner or tenant. See also Rule I Section I.

L. Amendment. “Rules and Regulations concerning the use of the common elements and of individual units may be promulgated and amended from time to time by the board of managers with the approval of the majority of unit owners. Copies of all such Rules and Regulations shall be furnished by the board of managers to each unit owner prior to their effect date.” (Bylaws Article VI)

Sturgeon Point Condominiums  
Homeowners' Association  
Spring 2022