



# **THE NEWS BEACON**

## **SEPTEMBER 2023**

### **MYSTIC HARBOUR HOMEOWNERS ASSOCIATION, INC.**

#### **BOARD OF DIRECTORS**

<b>President</b>	<b>Vice President</b>	<b>Treasurer</b>	<b>Secretary</b>
Corey Rimel	Gina Pappalardo	Troy Butler	Denise Kuhar
<b>Member at Large</b>	<b>Member at Large</b>	<b>Member at Large</b>	
Rick Edwards	Lou McWilliams	Carole McClay	

#### **Events Committee**

**September 16<sup>th</sup>** - Board Meeting 10:00 am

**September 21<sup>st</sup>** - Mobile Library-Located at the black top parking lot

#### **Pool Committee**



Sending out a big thank you to President Corey Rimel and his wife Katie for doing an awesome job on the BBQ and end of the summer pool party.

We also cannot thank Carole McClay enough for the wonderful job that she has done over the years managing the pool and keeping the snack shack running. This year her daughter Becky assisted in keeping everything running so thank you to Becky as well.

Plus, a shout out to the lifeguards and all the volunteers who contributed to the pool this season.



**Association Phone Temporarily Out of Service** - There was a leak in the clubhouse and the phone line is temporarily non-functional. We will be having this checked out and repaired.



**Seeking Nominations** - If there is anyone interested in serving on the board of directors, there will be 4 seats up for election at the annual meeting. Please send an email to [mhhoa21811@gmail.com](mailto:mhhoa21811@gmail.com) with your information and a brief bio to be shared to the membership.

## *A Message from The President*

Wow, September is here, and the pool is in the process of being closed for the season. Of course, as I am sitting here writing this the forecast is for it to be 90° this afternoon. We had several requests to keep it open for 2 more weekends. Unfortunately, the cost and the availability for lifeguards did not allow for that this year. This is a new contract year, so this is something that we can investigate for the future along with some other ideas that were shared with us.

The result from the August 19<sup>th</sup> meeting regarding the acquisition of the pool property and formalizing the boat yard arrangements with a lease agreement was 190 yes and 31 no. Two ballots were received but were deemed invalid due to improper execution.

Since the meeting, I have been in contact with Mr. Burbage's assistant, and it is my understanding that both documents are in the process of being reviewed by Mr. Burbage. Once they are delivered to the board they will be given to our attorney for his review. After any questions or details are ironed out, we will take the next step of going to settlement. Once settlement has occurred then we will issue coupons for the approved assessment.

There have been rumors that the former Burbage Office building failed the inspection. There are several areas that need attention. What the inspection showed us is the areas of concern and where to focus initial efforts. These buildings were constructed in 1975-1976 timeframe which makes them at least 47 years old, so it is expected that there would be some issues. A couple of examples of items in the report were, the metal electrical panel cover was not flush with the wall, some electric wires need to be secured in the attic space, and of course the areas visible on the outside. These are the types of things that were shown. So, yes there is work to be done but the building has "Good Bones" and is in decent shape for its age.

It came to the attention of the board that there are some owners that have decided to ignore the Governing Documents and have been renting this summer on a weekly basis. This is a blatant violation. The board is going to be seeking legal advice from our attorney on how to proceed. We are looking into options of fines to possible legal action.

There are several homes whose lawn and landscaping need to be cleaned up. While summer may be winding down the fall is just around the corner, and we still need to keep up with the maintenance. Please look at your property and if it needs some work, please see to it before the board, must take any other action.

The Board will be working on the budget for the operations for next year. As well as reviewing the reserve study information we have received.

**This has been a very busy year for the board so far and we are looking forward to the future!**

## **Treasurer's Update**

**Reminder:** All dues payments should be mailed to the Bank of Ocean City PO Box 4100, Ocean City, and MD 21843 (address on payment coupons).

Alternatively, you may take your dues payment into the bank personally; they will provide you a receipt of payment. Please let the teller know that you are making a "lockbox" payment.

## **Boat Yard Committee**

There are several trailers, boats etc. in the Boatyard that have not been registered with the HOA. If you have one of these items, attached to this newsletter is the boatyard storage application required for 2023. This application **MUST be** submitted and approved for any boat, trailer, and recreational vehicle being stored in the yard. Every boatyard user will need to submit one form for each item placed in boatyard storage. Property Owner(s) will need to submit the application on behalf of their renter. Once your application has been approved, MHHOA will tag your approved vehicle. Any items in the storage yard without an approved application will be towed at the owner's expense. NO CARS OR TRUCKS WILL BE PERMITTED TO BE STORED AND WILL BE IMMEDIATELY TOWED.

## **Architectural Committee**

*Remember you **MUST** submit an Architectural Request form when you desire to perform any work on your lot or the exterior of your home. As a homeowner you are also required to connect with Worcester County to obtain any necessary permits and/or to confirm whether you need a permit before moving forward with HOA approved work. Currently, there is a 2-3 week backlog at the county for permit approval. The Architectural Review Request form is also attached to this newsletter.* Applications submitted that do not provide ALL the necessary and complete detail will be declined. In general, homeowners should be familiar with, compliant with, and avoid any violations of the HOA "Declaration of Covenants, Conditions and Restrictions", including but not limited to Article VII (Architectural Control) and Article VIII (Rules and Regulations). Please include all required documentation so the Architectural Committee can consider your request and respond quickly. Please be aware that failure to obtain the necessary approvals from the board may result in additional action; up to and including legal action if required. In addition to an Architectural Request, your work may also require various county approvals. Failure to obtain the necessary written approval from the county require the installation/replacement be removed in addition to other penalties, from the county.



Hello,  
September!

## MYSTIC HARBOUR, BAY VISTA I and BAY VISTA II STORAGE AGREEMENT

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between Mystic Harbour Homeowners Association (MMHOA) and \_\_\_\_\_ for the calendar year of January 1, 2023 through December 31, 2023. ***\*\*This agreement will need to be submitted and approved each year for use of Storage Yard.***

Whereas, an Owner owns a boat and/or trailer OR other approved recreational vehicle ("Vehicle") to be stored (NO CARS OR TRUCKS ALLOWED), which is described as follows:

Vehicle Description, including year (NO CARS OR TRUCKS ALLOWED): \_\_\_\_\_

For Boat - Hull Identification # / Assigned Boat #: \_\_\_\_\_

Registration # (must be valid): \_\_\_\_\_

Tag # (must be valid): \_\_\_\_\_

Therefore, in consideration of the mutual covenants herein contained, the parties agree as follows:

For Mystic Harbour homeowners the cost per year is waived. For Bay Vista I and Bay Vista II homeowners, the cost per year is \$350 per approved "Vehicle" and is payable at execution of this contract to the Mystic Harbour Homeowners Association; and such fee is not prorated. All stored will be labeled by MMHOA with Owner's name, address and contact number. The boatyard combination will be provided at time of contract execution and must not be shared with others. State required tags and registrations must be valid throughout the term of this contract. Failure to adhere to these policies will cause loss of storage privileges.

The storage provided by this agreement shall be solely at the Owner's risk and Owner hereby releases MMHOA of all liability for any loss or damage to the "Vehicle" named above and any other property.

MMHOA reserves the right to move the "Vehicle" to any other storage space as MMHOA may find necessary to maintain the grounds.

This storage agreement shall terminate at the earlier of the expiration date stated within or when the Owner no longer resides in the community of Mystic Harbour, Bay Vista I or Bay Vista II. Either party may terminate this agreement by giving the other party ten (10) days written notice by certified mail. In the event the Owner terminates prior to the expiration of the storage period or in the event MMHOA terminates due to default of the Owner in the performance of the terms and conditions of this agreement, any storage fee paid by the Owner shall be retained by MMHOA and shall not be refunded or prorated. Upon termination of said agreement, Owner shall promptly remove "Vehicle".

***\*\*Property Owner(s) must submit and have an approved Storage Agreement for Renter's use of Storage Yard.***

Signature of Owner: \_\_\_\_\_

Printed Name of Owner: \_\_\_\_\_

Address of Owner: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

## APPLICATION FOR EXTERIOR ALTERATION (ARCHITECTURAL REQUEST)

### **WARNING: ADDITIONS OR ANY EXTERIOR CHANGES MADE BEFORE APPROVAL MAY RESULT IN FINANCIAL CONSEQUENCES**

1. NAME: \_\_\_\_\_

2. ADDRESS OF PROPOSED CHANGE: \_\_\_\_\_

3. LOT NUMBER: \_\_\_\_\_

4. CELL (HOME) NUMBER: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_

5. MAILING ADDRESS (if different from #2): \_\_\_\_\_

6. DESCRIPTION OF PROPOSED CHANGE – Provide a description of the proposed alteration, including the purpose or reason for the change, and the type, style and color of materials to be used. Describe the location on the lot, and provide any pertinent information such as sketches, drawings, photographs or product literature that may be required to evaluate the proposed change. If more space is needed, please attach a separate sheet.

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7. REQUIRED EXHIBITS AND SUPPORTING DOCUMENTATION: The supporting exhibits or supporting documentation listed below must accompany this design review application, as applicable for the proposed change. An application submitted without all required submissions will be considered incomplete. In such case the Architectural review Committee's (ARC) sixty (60) day review period will not commence until all required submissions have been provided.

- A. SITE PLAN/PLAT – A county registered site plan of the property showing the location and dimension of the proposed improvement, including orientation with respect to the property line, unit and adjacent dwelling units must be provided for ALL applications. Site plans/plats must be to scale.
- B. ARCHITECTURAL DRAWINGS AND PLANS – Detailed architectural drawings or plans must be provided for proposed structures and major landscape improvements.
- C. PAINT OR STAIN COLORS – A sample of the color(s) to be used must be provided for all painting and staining, together with a list of existing colors on the house or deck, which will remain unchanged.
- D. FINISH MATERIAL – A description and/or sample of all finish material to be used for the exterior surface of the proposed improvements must be provided.
- E. PHOTOGRAPHS – The inclusion of photographs is appropriate to clarify type, model and style of additions such as storm doors, lighting fixtures, decorative objects, etc.
- F. OTHER EXHIBITS – Other exhibits may be required in order to permit adequate evaluation of the proposed change. Homeowners with questions are advised to seek guidance from the ARC prior to the submission of an application.

8. ESTIMATED STARTING DATE OF CONSTRUCTION: \_\_\_\_\_

9. ESTIMATED COMPLETION DATE: \_\_\_\_\_

10. Nothing contained herein shall be construed to represent that alteration to lots or buildings in accordance with these plans shall not violate any of the provisions of local building and Zoning Codes to which the above property is subject. Further, nothing contained herein shall be constructed as a waiver or modification of any said restrictions.

11. Where required, building permits shall be obtained prior to the start of any construction. Nothing contained herein shall be constructed as a waiver of said requirement.

12. Owner further understands and agrees that no work in this request will commence until written approval has been obtained from the ARC and any and all permits are obtained from the county. Additions or exterior changes made before approval may result in financial consequences.

13. Owner further understands and agrees that any exterior alterations undertaken before written approval is obtained is not permitted and that the Owner may be required to restore the property to its former condition at Owner's expense if such alterations are made and subsequently disapproved in whole or part. Further, Owner understands that any legal expense associated therewith may be the responsibility of the Owner.

14. Owner agrees to give the Board and/or the ARC express permission to enter on the Owner's property during normal business hours to inspect the proposed project, the project in process, and/or the completed project.

15. Owner understands that any approval is contingent upon the completion of alterations in a workmanlike manner and in accordance with the approved plan and specifications for said alterations.

16. Owner acknowledges that he/she is familiar with the design review requirements and procedures for Mystic Harbour Homeowners Association.

17. Owner understands that the authority to perform an alteration granted by this application will automatically expire if work is not commenced within 6 months following approval or other time frame authorized by the ARC and completed within 1 year, or other time frame authorized by the ARC. **Work is not considered complete until Owner calls the ARC for a final inspection and after final inspection a Certificate of Compliance has been issued.**

18. If applying for a deck, please attach top view and side view drawings with accompanying measurements.

19. All complete (see #7 above) design review applications received by the ARC will be acted upon 30 days. If notification is not received within 30 days, please contact the ARC.

20. The Homeowner(s) hereby agree that any and all liability caused by or arising from, this modification shall be assumed by the Homeowner(s). Homeowner(s) agree to release the Association, and Declarant from any and all liability.

21. Approval by the Association is for the outward appearance only and does not imply any engineering review of a structural nature has been completed. No structure may be permanently installed in any drainage or utility easements. Any construction pursuant to the provisions on this approval shall be subject to the continuing effect of the provisions of the Declaration, Bylaws, Rules and Regulations of the Association, the Architectural Review Committee, the Board of Directors, and/or their designee.

22. I have read and understand the above application and notes in their entirety and do hereby submit this application for review by the ARC at Mystic Harbour Homeowners Association.

\_\_\_\_\_  
OWNER'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
OWNER'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE RECEIVED

ACTION BY THE BOARD

☒ Approved as requested.

☒ Approved subject to the following conditions/modification: \_\_\_\_\_

☒ Disapproved for the following reason(s): \_\_\_\_\_

Notification to Owner on: \_\_\_\_\_  
DATE

\_\_\_\_\_  
Authorizing Signature