

# Hampton Woods Condominium



## Handbook of Rules, Regulations & Information

## WELCOME

Welcome to Hampton Woods Condominium. On behalf of the Association, we hope you will enjoy your home in this great community.

Our objective is to maintain Hampton Woods as an enjoyable, secure place to live. In order to accomplish this, we have established a set of Rules and Regulations that pertain specifically to living at Hampton Woods in a condominium atmosphere. These are common sense rules that take into consideration the health, safety and comfort of all residents. We hope you will find them reasonable and that you will cooperate by upholding them. The Association's Declaration of Condominium Ownership and Bylaws (as amended) give the Board of Directors the authority to promulgate and enforce these Rules and Regulations.

Please keep this rulebook handy and refer to it when necessary. A copy of the Handbook of Rules, Regulations & Information may be downloaded from our website at [www.hamptonwoodscondo.com](http://www.hamptonwoodscondo.com). We ask that you familiarize yourself with these rules. If something arises that may not be covered in this handbook, please do not hesitate to contact the Management Company for assistance.

Sincerely,

The Board of Directors  
Hampton Woods Condominium

## **CHANNELS OF COMMUNICATION**

The Board of Directors consists of seven (7) individual Unit Owners who are elected by their fellow Unit Owners. Board members serve without compensation and are responsible for making the decisions affecting our Condominium Property. Decisions concerning the Condominium Property are made during the Board's regular meetings, which are typically held monthly.

In between the monthly Board meetings, the Association relies on the Management Company to carry out the Board's decisions and handle all communications with Unit Owners, contractors and vendors. If you have questions or concerns about the maintenance of the Condominium Property, please direct the matter in writing to the Management Company. 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 directly to the Board concerning any problems that you may have with the Management Company. Again, all other communications must be directed through the Management Company to ensure that your concerns and questions are properly addressed and answered.

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## INTRODUCTION

Hampton Woods Condominium is situated on approximately 70 acres of beautifully landscaped grounds. There are 304 Condominium Units located in 47 buildings in addition to a pool with bathhouses, three tennis courts and a Clubhouse.

Hampton Woods is located in the City of Akron. The Condominium Property uses the services of the Akron Police and Fire Departments as well as the Fairlawn branch of the U.S. Postal Service.

Roads within the condominium property are private and are maintained by the Association with the exception of Hampton Ridge Drive, which is maintained by the City of Akron.

As a private condominium association, we are governed by our own Declaration and Bylaws. We elect our Board of Directors, which is comprised of seven Unit Owners, who serve without compensation, for a term of three (3) years with no term limitations. Following an election at the Annual Membership Meeting, the Board elects from among itself the following officers: President, Vice-President, Secretary, Treasurer and Members at Large. The Board manages Association business on behalf of all Unit Owners.

The Annual Membership Meeting of the Unit Owners for the election of Board members is held in July of each year in the Clubhouse. Regularly scheduled board meetings are held throughout the year. Unit Owners wishing to attend open board meetings are welcome.

Understandably, there can be confusion about how much freedom we have to make changes to our units. As a broad-brush statement, we cannot change, add or delete any exterior construction, paint/stain color, decoration or landscaping without prior written approval of the Board. If you have any questions or concerns, please call the Management Company for interpretation or assistance (see *Important Phone Numbers* on page 22 for contact info).

The Rules & Regulations covered in this handbook are in addition to those contained in the Declaration of Condominium Ownership and the Bylaws of Hampton Woods Condominium, recorded in Volume 6016, Page 494 *et. seq.* of the Summit County Records. Copies of the Declaration and Bylaws may be obtained from either the Summit County Recorder or the Management Company. There is a nominal fee for hardcopies, while PDF files may be obtained at no charge via email through the Management Company or online via the website for the Association ([www.hamptonwoodscondo.com](http://www.hamptonwoodscondo.com)) or the Summit County Fiscal Office (<http://fiscaloffice.summitoh.net>).

In the event of any difference between these rules and those in the Declaration and Bylaws, the Declaration and Bylaws will control. All governing documents are superseded by the laws of the City of Akron. Laws and governance are applied in the following manner:

1. Laws of the Federal Government
2. Laws of the State of Ohio
3. Laws of The City of Akron
4. Declaration and Bylaws
5. Rules and Regulations

The following terms are often used in this handbook:

- **Common Elements and Facilities** – All of the Condominium Property except the Units and the Limited Common Elements (see Paragraph 1(g) in the Declaration for specific definition).
- **Limited Common Elements** – Those parts of the Common Element reserved for the use of a certain Unit or Units to the exclusion of the other Units (see Paragraph 1(n) in the Declaration of Condominium Ownership for specific definition).

## I. ENVIRONMENT OF COMMON ELEMENTS

### A. GENERAL

1. The Common Elements are for the use and enjoyment of all Hampton Woods owners and/or residents (except those stipulated as Limited Common Elements). Therefore, everyone is required to be considerate in his or her use of these elements.
  - a) No one is allowed in any pond. For safety reasons, residents and guests under the age of 12 must be accompanied by an adult over the age of 17 when near any pond.
2. Riding bicycles or roller blades on grassed Common Elements, in breezeway Common Elements and on tennis courts is prohibited.
3. Littering is prohibited on Common or Limited Common Elements.
4. Unit Owners will be held responsible for any damage caused by Owners, their tenants or guests. Damage to the Common Elements shall be repaired or replaced by the Association at the expense of the responsible Unit Owner.
5. Unit Owners or residents may not change, add or remove any foliage or trees planted by the Association without prior written consent of the Board of Directors.
6. Nothing may be stored in the Common Elements. Any items unattended in the Common Elements may be removed and stored at the Owner's expense. Neither the Association nor the Association's service contractor(s) will be held responsible for maintenance, repair or replacement of personal property left in Common Elements.
7. Noise that constitutes a nuisance or causes a disturbance to others within the Common Element is prohibited.
8. Residents may not give work instructions to any service contractor (i.e. landscaper, snowplower, etc.). Each Unit Owner shall report to the Management the need for any repairs of the Common Elements that are the obligation of the Association to maintain.
9. Signs of any type are prohibited on any part of the Common Element except:
  - a) Real estate "Open House" signs may be displayed during the hours of the actual Open House but not prior to noon or later than 6:00 p.m. of that same day.
  - b) One security sign not exceeding 1' by 1' in size.
10. Any type of private sale that draws traffic to the Common Element is prohibited.
11. Feeding of wildlife is prohibited.
12. Professionally conducted estate sales require prior written approval of the Board.
13. Vehicle repairs are prohibited on the Common or Limited Common Elements.
14. Unit Owners are responsible for any fluid leaks and spills on the Common Element, which must be cleaned immediately by Unit Owners, tenants or guests.
15. Mailbox structures are furnished by the Association. Individual mailbox doors and locks are the responsibility of the individual Unit Owner at their own expense. If repairs or replacements are required, contact the Management Company.

## **B. LIMITED COMMON ELEMENTS**

1. Unit Owners are responsible for the maintenance, repair and replacement of their Limited Common Elements.
2. Nothing is to be hung from balconies or fences.
3. Planting flowers of an annual variety in the Limited Common Element is encouraged and must be maintained by the Unit Owner. Examples of approved plantings include mums and tulips. Planting or removal of perennials, trees, deciduous shrubs or expansion of flowerbed areas must have the prior written approval of the Board. Vegetable gardens are prohibited.
4. Clotheslines are prohibited.
5. Patio, porch or lawn furniture is permitted on the surface of a deck or within the bounds of the patio area only. Firewood may be kept in a garage or the patio/deck area where it is out of view.
6. In accordance with the Ohio Fire Code, charcoal burners, gas grills or any other types of open-flame devices are prohibited from being used within ten (10) feet of a multi-family building. The Ohio Fire Code also prohibits operation of such devices on balconies and decks. Violations of this Fire Code should be reported to the local Fire Department at the non-emergency phone number (330-375-2211).
7. Gas grills and propane tanks are prohibited on the balconies and cannot be stored in the garage or Condominium Unit per the Akron Fire Safety Codes.

## **C. SOLICITATIONS**

Solicitations of any kind are prohibited. Solicitors will be asked to leave the Common Element immediately. "No Solicitation" signs are posted at the entrances of the property, and violators should be reported to the local authorities.

## **II. UNIT RESTRICTIONS**

Additions, modifications or alterations of any nature to the exterior of the Unit (including the garage door) are prohibited, without the prior written approval of the Board of Directors.

### **A. FLAGS**

1. One standard sized flag (not to exceed 3' x 5') of the United States of America is permitted to be displayed within the Limited Common Element on a pole attached to only the wood trim.
2. The flag must be made of nylon, polyester or cotton.
3. The location of the flag must not interfere with the use of any walkways or obstruct the view of any driveways for motorists or pedestrians.
4. The installation of a freestanding flagpole in the ground is prohibited.
5. The flag must immediately be removed and/or replaced if it is worn, faded or tattered.
6. A flag left up after sundown must be lit. Prior Board approval is required before the installation of such lighting.

**B. GENERAL**

1. Requests for changes to the patio area must be submitted in writing, and such changes may not be initiated without prior written approval from the Board of Directors.
2. Fences must be stained/painted in the color established by the Association, both inside and out. Please contact Management for color specifications.
3. Broken windows, torn screens or damaged front doors must be repaired immediately by the Unit Owner at his/her own expense.
4. All garage doors must be kept closed, except during ingress, egress or while the Unit Owner/resident is present.
5. Operating a business from a Unit is prohibited.
6. Each Unit shall only be used as a residence for one single family. "Family" or "Single Family" shall refer to one natural person or two or more natural persons living together, each of whom are related to each other by blood, marriage, legal custody or adoption or not more than two persons who are not related to each other by blood or adoption who reside together as a single housekeeping unit along with their children, if any. "Family" is defined in this matter for the purpose of regulating occupancy of Units and is distinct from the term "immediate family."

**III. MAINTENANCE, REPAIR AND REPLACEMENT RESPONSIBILITIES**

Requests for maintenance, repair or replacement of the Common Element should be reported to Management or, in a true afterhours emergency, the 24/7 emergency line should be utilized. These items are defined in the Declaration of Condominium Ownership and/or Bylaws as amended. Other maintenance and repair items are the responsibility of the Unit Owner. Some of these items are printed below to assist you in your personal maintenance scheduling.

**A. UNIT OWNER RESPONSIBILITIES:**

1. All door replacements, painting/staining of doors, sliding glass doors, door screens, storm doors, light fixtures, hardware and light bulbs serving only that Unit.
2. Window replacement, window sashes, window screens, porch screens and skylights.
3. Interior of Unit (including the basement).
4. All electrical fixtures, utility pipes, conduits and plumbing lines located within each Unit or Limited Common Elements designated for the use of such Unit.
5. All heating, cooling and ventilation equipment, including the concrete pads for air conditioning compressor units.
6. Utilities separately metered for the Unit and utility service lines exclusive to the Unit.
7. Maintenance of any/all plantings installed by the Unit Owner and all landscaping in Limited Common Elements.
8. Patios and deck/balcony maintenance and replacement.
9. Exterior water faucets and electrical outlets serving the Unit.
10. Any Board approved structure constructed by the Unit Owner.

11. Garage door replacement, including mechanisms, tracks, springs, cables, locks, seals and automatic door openers.
12. Winterization of exterior and garage faucets serving that Unit.
13. Each resident must have his or her own condominium insurance coverage as defined by the Declaration. The Association carries insurance in accordance with the Declaration. Unit Owners are responsible for all personal contents and liability within their Units. Only the Board may file claims against the master 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. Please contact the Management Company for the name and telephone number of the Association's insurance agent.

**B. ASSOCIATION RESPONSIBILITIES:**

The Association shall be responsible for the reasonable maintenance of the following:

1. Building roof
2. Vinyl, stucco, siding and trim
3. Gutters and downspouts
4. Exterior foundations
5. Roadways, driveways, sidewalks and parking Elements
6. Common Element landscaping, grass cutting, fertilization and re-seeding of lawn Elements, except those Elements designated as "Limited Common Element"
7. Exterior painting/staining and caulking of Common Elements
8. Care and maintenance of Common Element trees
9. Exterior lighting and Common Element electric
10. Maintenance and repair of "divider" fences
11. Common Element retaining walls
12. Common Element exterminating service on exterior of Units
13. Common Element insurance
14. Maintenance of all ponds
15. Rubbish removal service
16. Street signs
17. Care and maintenance of pool, pool restrooms, clubhouse and tennis courts
18. Basic cable service
19. Master Insurance Policy

These are only *some* of the items listed in your documents. You must read both the Bylaws of the Association and the Declaration of Condominium Ownership for specific details, since these documents prevail.

#### **IV. PARKING AND MOTOR VEHICLES**

The Declaration of Condominium Ownership and Bylaws should be read by all Unit Owners. Together, they fully explain the operation, maintenance and finances of your Association. We have taken the following rules and information from these documents to assist you in maintaining your individual Unit:

- A.** The speed limit is 25 MPH.
- B.** The garage must be used as the primary parking space for each Unit's vehicle(s). Secondary space is the driveway or pad in front of the Unit's garage. Carriage houses do NOT have secondary parking, and vehicles may not be parked in front of the garage door.
- C.** Parking of vehicles at vacant units is prohibited without prior written authorization from that Unit Owner.
- D.** All vehicles within the Common Element must bear current license tags. Any stored, abandoned or disabled vehicle that is left for a period of 72 hours or more may be towed at the vehicle owner's expense in addition to any other remedies.
- E.** Non-commercial vehicle parking is permitted on driveways (parking pads) and paved parking areas specifically designated for parking.
- F.** On-street parking is prohibited for the routine storage of vehicles or routine/repetitive overnight parking.
- G.** Unit Owner is not permitted to park in designated guest parking areas. Guest parking areas are reserved for the guests of Hampton Woods Unit Owners/residents.
- H.** Parking vehicles of any kind on the grass is prohibited.
- I.** The following vehicles are prohibited from being parked within the Common Element:
  - 1.** Vans or trucks in excess of 3/4 ton capacity
  - 2.** Buses
  - 3.** Boats or boat trailers
  - 4.** Campers or camper trailers
  - 5.** Mobile and/or motorized homes and van conversions
- J.** Vehicles that are licensed, signed, used, painted or otherwise identified for commercial purposes must be parked within the confines of a garage. Unless providing temporary service to a Unit or the Association.
- K.** Motorcycles, mopeds, snowmobiles, jet skis and bicycles must be parked within the confines of a garage.
- L.** Vehicles found in violation of the rules and regulations may be towed at the vehicle owner's expense, in addition to any other penalty assessments that may be imposed.
- M.** Storage of materials in a garage must not prevent the garage from being used as primary parking.
- N.** Vehicles may not obstruct pedestrian walkways.
- O.** Unit Owners requiring guest parking in excess of 72 hours should register the guest vehicle with Management.

## **V. PETS**

- A.** At all times, pets must be hand-leashed and in the owner's control when outside of a Unit.
- B.** No pet shall be tied, or housed, on the Common or Limited Common Element at any time. Pets may not be housed on balconies.
- C.** Pet owners are responsible for the immediate and complete removal of feces dropped by their pets. Pet feces must be disposed of in a proper container.
- D.** Pet owners will be held liable for any and all damages caused by their pets to any Common Element including, but not limited to, shrubs, bushes, trees and grass.
- E.** Except for dogs, cats and other household pets, no animals shall be raised, bred or kept in any Unit or in the Common or Limited Common Elements.
- F.** The Board of Directors of the Association has the right to require the owner of any pet to remove such pet from the Condominium Property upon three (3) days' written notice if the pet is creates a nuisance or causes an unreasonable disturbance. Nuisance may be defined as the pet owner's failure to clean up after the pet or keep the pet on a leash when outside. Unreasonable disturbance is defined, but not limited to excessive barking. Upon the pet owner's receipt of such notice, the owner shall promptly and permanently, and without recourse, remove such pet from the Unit and from the Condominium Property.

## **VI. SECURITY**

Security is one of the major concerns of all residents. Your cooperation is greatly appreciated in complying with the following rules:

- A.** Report any suspicious person(s) or unusual activities immediately to the Akron Police Department and then to Management.
- B.** Keep garage doors closed at all times when the garage is unattended.
- C.** Report any thefts to the Akron Police Department and then to Management.
- D.** Notify your neighbor(s) when you will be away for extended periods of time.

## **VII. CONTRACTED SERVICES**

### **A. RUBBISH REMOVAL**

- 1.** With the exception of any applicable charges for large items, rubbish removal is paid for by the Association. Please contact the Management Company to schedule a large-item pickup or if you are in doubt as far as what qualifies as a large item.
- 2.** Rubbish must be placed outside of the garage for pickup no earlier than 5:00 p.m. the day before and no later than 7:00 a.m. on the day of scheduled collection. Contact Management for the scheduled pickup day.
- 3.** The rubbish container must be returned to the interior of the Unit/garage before 9:00 p.m. on pickup day. Rubbish containers must be kept within the confines of the Unit/garage at all other times. If you cannot observe these time limits, please arrange with your neighbors in order to comply.

## **B. LANDSCAPING SERVICE**

1. Landscaping services are contracted on a yearly basis. The contracted services include, but are not limited to, the following:
  - a. Regular grass and lawn maintenance, including, but not limited to, cutting, weeding and fertilizing of Common Elements
  - b. Care and maintenance of all Common Element trees, including pruning, fertilization and dead tree removal
  - c. Care of Common Element shrub and shrub beds
2. Unit Owners or residents may not give work instructions to any landscaper or employee. If there is need for additional work, such as the removal of a dead tree, the Unit Owner must call Management and report the need for such work. Any expense arising from additional work performed as the result of direct instructions from a resident to the landscaper without Board or Management approval will be charged to that Unit Owner.

## **C. EXTERMINATING SERVICE**

1. The Association has contracted with an exterminating service for the months of April through September. The contractor will treat the exterior Common and Limited Common Elements. If you are experiencing a pest control problem around the exterior of your Unit, please contact the Management Company to have the exterior of your Unit serviced
2. Interior pest control service may be scheduled by a Unit Owner. The individual Unit Owner is responsible for payment of any interior service.

## **D. OTHER SERVICES**

1. Other services provided by the Association include, but are not limited to, the following:
  - a. Painting
  - b. Concrete repairs (e.g., sidewalks, walkways and roads) excluding Hampton Ridge Drive, which is maintained by the City of Akron
  - c. Building and maintenance repair
  - d. Gutter cleaning
2. As a Unit Owner, if you need service inside your Unit, you may arrange for such service directly with a vendor of your choice. Be sure the cost and extent of service are specified as neither the Association nor Management will assume any responsibility for said service, its quality or cost.
3. If work must be completed by necessity on an individual Unit consisting of areas that are the responsibility of both the Association AND that Unit Owner, contractor(s) will invoice each party respectively. The Association, at its discretion, may order any work to be performed. If the Unit Owner fails to pay their portion of the work directly to the contractor, the Association may pay on behalf of the Unit Owner and apply such costs to the Unit Owner's account.

## **VIII. SWIMMING POOL**

- A.** The pool is open daily from 9:00 a.m. to 9:00 p.m. from Memorial Day weekend through Labor Day weekend.
- B.** Use of pool area is to be by Unit Owners, residents and their guests only. Residents may bring no more than four (4) guests per unit at a time. **GUEST MUST BE ACCOMPANIED BY THE RESIDENT.** Residents and guests must use pool key to open gate. The gates (both front and rear) must be closed and locked securely when entering and leaving the pool area. Be certain that the gate is locked.
- C.** Attendees under the age of fourteen (14) must be accompanied and supervised by an attendee over the age of seventeen (17).
- D.** ALL SWIMMING IS STRICTLY AT THE SWIMMER'S OWN RISK.
- E.** The charge to replace a pool key is \$50.00.
- F.** Showering before swimming in the pool is mandatory. Showers are reserved for the use of pool attendees only.
- G.** Proper swim attire is required; cutoff shorts are prohibited. Incontinent attendees utilizing diapers must wear disposable swim pants (Huggies Little Swimmers or the adult equivalent). Parents/guardians of infants must utilize only the bathhouse restrooms for diaper changing.
- H.** Alcohol is prohibited in the pool area.
- I.** The cost of draining and sanitizing the pool due to the presence of fecal matter, or other hazardous waste, caused by a Unit Owner, resident or guest will be the responsibility of the Unit Owner.
- J.** Only non-alcoholic beverages in unbreakable plastic containers are permitted. Food, glass and metal containers are prohibited in pool element. The patio area just outside the east gate is for eating. Unit Owners and their guests are responsible for any broken glass containers or bottles in the pool Element. A broken glass bottle or container may require the pool to be drained, cleaned and refilled. Unit owner will be responsible for the expense.
- K.** Diving is prohibited.
- L.** Good behavior is important in and around a swimming pool. Horseplay is prohibited. Running, loud noises, and shouting are prohibited. Radios are permitted only when used with earplugs or earphones.
- M.** Chairs cannot be reserved/saved for others unless the person is within the pool element (in other words, you must be present to "claim" a chair). Removal of chairs, chaise lounges, umbrellas, or other Common Property from the pool area is prohibited.
- N.** Pets are prohibited in the pool area.
- O.** Towels must be used to protect chairs and lounges.
- P.** Trash must be placed in proper containers.
- Q.** Umbrellas must be lowered upon leaving the pool area.
- R.** Management or the Association assumes no responsibility for the safety of swimmers, damage to eyes, hair or clothing, or for articles left in the pool area.
- S.** Smoking within the pool area is prohibited (e.g., cigarettes, cigars, pipes, e-cigs and marijuana). Smoking is permitted in the grassy area where the benches/picnic tables are located.
- T.** Foul language that creates an undue nuisance is prohibited.

## IX. CLUBHOUSE RULES

- A. The fee to rent the Clubhouse is \$75.00. An additional \$100.00 deposit is due prior to rental and is refundable if all rules are observed. Please mail two (2) separate checks, one for \$100.<sup>00</sup> and one for \$75.<sup>00</sup>, payable to *Hampton Woods Condominium*, along with your completed Clubhouse Rental Agreement to the Management Company. The Clubhouse and restrooms will be ready for your use and must be left clean and ready for the next group. A vacuum, broom and mop are also available for your use. To rent the Clubhouse, you must be a Unit Owner and in attendance at the event. **Failure to clean properly or vacate on time will mean forfeiture of the deposit.**
1. All wastebaskets in the kitchen and restrooms must be emptied, and all trash bags (host supplies) tied securely and deposited in the 90-gallon tote outside the garage on the left.
  2. Oven and all counters must be wiped clean, kitchen sink cleaned and disposal run. Any spills in the refrigerator must be cleaned up, and the inside of the oven must be cleaned of spills and/or burned-on debris, etc. Kitchen floor must be mopped.
  3. Sofa & chairs are to be vacuumed using the attachments, and all furniture is to be returned to its original placement.
  4. Carpet must be vacuumed, including entryway rug and hallway into restrooms. Any stains on carpet must be cleaned immediately with carpet cleaner and sponge.
  5. All folding tables and chairs must be wiped off and put away in the closets.
  6. Clubhouse furniture is for use in Clubhouse only and is prohibited from being borrowed.
  7. Loudspeakers are prohibited outside the room. Loud music is prohibited after 11:00 p.m.
  8. All guests must be out by 11:00 p.m., and cleanup must be completed by 11:30 p.m.
  9. Please monitor the behavior of your guests. Be mindful of the residents who live near the Clubhouse – They should *not* be subjected to an unruly or noisy group.
  10. For persons under the age of 21, an adult (preferably a parent) must be present, and a signed consent form must be on file with the Management Company before the reservation will be confirmed.
  11. While renting and using the Clubhouse, it is NOT permissible to use the swimming pool, pool area and/or tennis courts. These amenities are for the use of ALL residents, and bringing a large group at one time limits usage for the rest of our residents.
  12. The Association, Board of Directors and Management will not be held liable for any actions or damages caused by a person leaving the Clubhouse under the influence of alcohol. **PLEASE DO NOT LET YOUR GUESTS DRINK AND DRIVE.** You will be asked to sign a waiver form with the rules listed above at time of rental.
- B. There are 6 card tables, 4 six-foot serving tables, 3 eight-foot serving tables, 50 chairs (33 wooden chairs & 17 metal chairs) and a 60-cup coffee percolator. All other items must be supplied by the host (glasses, serving dishes, linens, trash bags, etc.).
- C. The key to the Clubhouse is located inside the lockbox on the entrance door of the Clubhouse. The key may *only* be removed from the lockbox to lock and unlock the door. Please contact the Management Company prior to your event to obtain the lockbox code. When the event is over, all doors (including the sliding doors) must be locked behind you, and the key must be left inside the lockbox.

## **X. TENNIS COURTS**

- A.** The tennis courts are open daily from 7:00 a.m. until dusk.
- B.** All guests must be accompanied by a resident of Hampton Woods.
- C.** A signup board is posted at the entry to the Clubhouse. Reservations may be made up to two (2) days in advance for one hour of single play or two hours of double play. Only one court may be reserved at a time.
- D.** Proper clothing and tennis shoes must be worn at all times. All players must wear tops/shirts.
- E.** The acrylic surface is designed to withstand normal play. Keep it smooth by using the proper equipment, wearing only tennis shoes and taking care not to strike the surface with the rackets. Using roller skates, skateboards or bicycles on the tennis courts is strictly prohibited.
- F.** Use only tennis balls on the tennis courts.
- G.** Food is prohibited on the court. Non-alcoholic beverages are permitted if in plastic containers. Littering in, or around the courts is prohibited. Use proper containers for trash and cigarettes.
- H.** Close and lock the gate securely when leaving. Be certain that the gate is locked.
- I.** Misconduct may cause removal from the courts or suspension of privileges.
- J.** No pets are permitted inside the fenced area.

## **XI. BUILDING GUIDELINES**

### **A. GENERAL GUIDELINES**

In order to create exterior uniformity, preserve integrity and establish common guidelines and standards for improvement projects within the Association, the following rules apply to all requests for exterior modifications, except where specifically noted.

- 1.** Requests for any type of modification, installation or addition must be requested in writing. Written approval must be obtained from the Board PRIOR to the initiation of any project.
- 2.** All requests must be in writing and supported with sufficient detail (including diagrams, photos, etc.) so the Board of Directors may adequately review each request for approval.
- 3.** Following written approval from the Board of Directors, it will be the Unit Owner's responsibility to secure necessary building permits if applicable.
- 4.** Once material for the construction of an approved exterior modification is placed on the Condominium Property, the work must begin and continue through completion in a reasonable timeframe and in a manner that will not appreciably detract from Hampton Woods' appearance, inconvenience neighbors or interfere with the Association's contractors.
- 5.** Modifications or additions must be completed exactly as described in the request and final Board approved drawings.
- 6.** Following completion of a modification, addition or change to the exterior of a building, the surrounding landscape/lawn Element, including shrubs, must be immediately restored to the original, or better, condition at the expense of the Unit Owner.
- 7.** Any damage resulting from a modification to the exterior of the building or to any Common or Limited Common Element is the responsibility of the Unit Owner. Repairs must be made immediately at the Unit Owner's expense to the satisfaction of the Board.
- 8.** All additions or modifications constructed by a Unit Owner must be maintained by the Unit Owner, and any subsequent purchaser of that Unit, in a first class condition that does not detract from the Hampton Woods appearance.
- 9.** It is the responsibility of the seller to disclose to a new Unit Owner any and all architectural modifications or improvements that are the responsibility of the Unit Owner to repair or maintain. If necessary, please contact the Management to review the architectural correspondence file.
- 10.** Review of architectural modification requests in compliance with Item 2 above, submitted by a Unit Owner, will be addressed in accordance with the following schedule:
  - a.** Written request to be submitted to the Board of Directors through Management;
  - b.** Board of Directors will return a request for any additional information required within fourteen (14) days;
  - c.** Unit Owner will receive written notice from the Board approving or denying the architectural modification request within sixty (60) days of the original request.
  - d.** Unit Owners must be current with all fees and assessments to request an exterior modification.

## **B. WOOD DECKS AND BALCONIES**

In addition to the general requirements noted in Section A, Items 1-10, above, the following guidelines address specific improvement projects and/or exterior modifications:

1. Decks and balconies must be constructed of composite or pressure-treated wood and painted or stained the Hampton Woods specified colors.
2. The dimensions of the deck, including any access steps, must not extend beyond the Limited Common Element associated with the rear of the Unit. With respect to end Units or Units near the property or tree line, consideration must be given for lawn maintenance access.
3. Drawings of the deck or balcony must show length, width and height, support structures and ground preparation. Support structures must be anchored in concrete. Footers must be at least thirty-six inches (36") deep.
4. Relationship of the deck or balcony to the air conditioner and any other utility fixtures must be clearly shown. A two-foot minimum clearance is required to allow access to the utility meters.
5. The deck or balcony must be insured under the Unit Owner's individual insurance policy.
6. City of Akron and/or Summit County building permits are required.

## **C. PATIOS**

1. Concrete patios must be poured and remain a natural color. Brick or flagstone patios are permitted, but only with the prior, written approval of the Board of Directors.
2. The dimensions of the patio shall not extend beyond the Limited Common Element associated with the rear of the Unit. With respect to end Units or Units near the property or tree line, consideration must be given for landscaper access.
3. Drawings of the patio must show length, width and slope. Slope must be sufficient to drain flow away from the building.
4. Relationship of the patio to the air conditioner and other utility fixtures must be clearly shown.
5. The patio must be insured under the Unit Owner's private homeowners insurance.

## **D. SATELLITE DISHES AND ANTENNAS**

Installation of any satellite dish/antenna on, attached to or extending into the Common Elements is prohibited. Any Owner contemplating installing a satellite dish/antenna *anywhere* other than within the parameters of the Limited Common Element of the Owner's balcony or fenced-in patio area (not extending into the airspace of the Common Element) must submit a written request that includes a drawing indicating the proposed location, height and screening materials to be used to the Management Company for Board approval.

## **E. HOT TUBS**

1. Hot tub installation on decks, porches, patios, etc. is permitted only with the prior, written approval of the Board of Directors. All hot tubs must have a lockable cover.
2. Hampton Woods is not responsible for any damage to the exterior of a Unit caused by a hot tub. Additionally, the Unit Owner will be liable for any and all repairs to his/her Unit (or any other Unit) for damage caused by a hot tub.

## **F. BARBECUE PITS**

In accordance with the Ohio Fire Code, charcoal burners, gas grills or any other type of open-flame devices (including but not limited to fire pits, chimineas, etc.) are prohibited from being used within ten (10) feet of a multi-family building; nor shall any propane tank or combustible material be stored anywhere on the Property. The Ohio Fire Code also prohibits operation of such devices on balconies and decks. Violations of the Fire Code should be reported to the local Fire Department at the non-emergency phone number.

## **G. FENCES**

1. Fences enclosing the Limited Common Element of the Unit must be of the same height, construction and style as existing fences.
2. Drawings submitted must include a sketch showing location, height and style.
3. Fences must be stained/painted with Hampton Woods **approved colors** both inside and outside. If pressure-treated wood is used, staining/painting must be completed within six (6) months of installation.

## **H. DETACHED BUILDINGS**

Sheds or other types of detached buildings are prohibited.

## **I. DOORS**

1. A request for the installation or replacement of a door (e.g., front door, storm door, rear sliding doors and/or garage door) must be submitted in writing to the Management Company for Board approval, unless the replacement door is aesthetically identical (i.e., "like in kind") to the current door.
2. French doors (as opposed to sliding doors) are permitted with the prior, written approval of the Board of Directors.
3. Storm/screen doors must be full-view and have no decoration, frame or fastener in any color other than brown. Glass must be clear and must not have grates/bars.
4. Maintenance and upkeep of doors is the Unit Owner's responsibility.

## **J. WINDOWS**

1. Replacement windows must be identical in appearance to the existing windows.
2. If the window is an addition, it must not interfere with the structural integrity of the building, and the drawings must indicate such.
3. Additions of windows must have prior written approval of the Board of Directors. Drawings must show size and type, frames must be brown and the manufacturer and installer names must be provided.
4. Window air conditioners are prohibited.

## **K. DECORATIVE ADDITIONS**

1. A door wreath and American flag with holder are permitted. The holder and attachments must be of such a material that will not rust or cause rust weeping marks.
2. Brass doorknockers are permitted.
3. All other decorative items or signs attached to the exterior of a Unit are prohibited.
4. Seasonal decorations (e.g., Christmas, Hanukah, Easter, Halloween) are permitted provided they are not affixed to the exterior of the Unit and are removed within 21 days after installation.

## **L. ADDITIONAL LANDSCAPING**

1. Excluding annual flowers, landscaping installed by a resident in the Common Element must have prior written Board approval and shall be considered a contribution to the Association.
2. Plants and flowers must be consistent in size and nature to existing plants and should present a pleasing appearance.
3. The variety of plant or flower selected by the resident must be of a species that will not encroach upon or cause damage to the Unit, Common Elements, Limited Common Elements, utilities or utility service lines.
4. Any additional tree installed by a resident is only permitted with prior written approval of the Board (type, size and location of tree must be submitted and approved prior to installation). A tree ring must be created and maintained by the resident around the base of the tree in order to prevent damage from landscaping equipment.
5. All additional landscaping installed by a resident is the responsibility of that resident and must be maintained in a manner that does not detract from appearance. The Board of Directors reserves the right to remove dead or unattended landscaping that detracts from the appearance of Hampton Woods. Residents, however, may not remove trees or bushes for any reason without prior, written Board approval. If a resident would like a tree removed or a bush trimmed, a request must be submitted in writing for Board approval.
6. Landscaping installed by a resident that is deemed inappropriate by the Board must be removed by the resident, or it may be removed by the Association at the resident's expense.

## **XII. SELLING OR LEASING UNITS**

### **A. SELLING A UNIT:**

1. Within five (5) business days after a Unit is sold, the seller or seller's realtor must call Management to obtain a maintenance fee report and certificate of insurance for the buyer.
2. Management will coordinate the required paperwork with banks, realtors, appraisers and escrow agents. A transfer fee will be charged to the seller and paid out of escrow from proceeds due to the seller at the time of title transfer.
3. The seller is responsible for providing the following information to the buyer:
  - a. Copy of the Declaration and Bylaws of Hampton Woods Condominium.
  - b. Copy of the Handbook of Rules, Regulations & Information.
  - c. Written notice of any architectural improvements or changes made by the seller or previous sellers that are the responsibility of the Unit Owner to repair and maintain.
  - d. Pool and mailbox keys.
4. Section 5311.09(A)(2) of the Ohio Revised Code states, "Within thirty days after a unit owner obtains a condominium ownership interest" that owner/occupant information be provided to the Association. Further, Section 5311.09(A)(3,) states that "Within thirty days after a change in any information that division (A)(2) of this section requires, a unit owner shall notify the association, through the board of directors, in writing of the change. When the board of directors requests, a unit owner shall verify or update the information." Please find an Owner/Occupant(s) Information Form at the end of this handbook, and be sure that you have a completed form on file.
5. Professionally conducted estate sales require prior, written approval of the Board.
6. "For Sale" signs are prohibited.

### **B. LEASING OF UNITS:**

The following Rules are in accordance with the amendment to Section 9(q) of the Declaration, as recorded at the Summit County Recorder's Office on September 9, 1999:

1. Except for grandfathered rental Units or hardship exceptions that have received the prior, written approval of the Board, Units must be occupied by the Unit Owner(s) or the parent(s) or child(ren) of the Unit Owner.
2. Any Unit Owner that was leasing his/her Unit prior to September 9, 1999 and registered his/her Unit as being leased with the Association shall be considered "grandfathered" and may continue leasing that Unit until the title is transferred to a subsequent Owner.
3. Unit Owners must submit a copy of the signed lease to Management for Board approval.
4. Units must be leased to a specified renter for a minimum of six (6) months but no longer than twenty-four (24) months. Thereafter, the Unit shall be owner-occupied. Hardship exceptions may in no event be extended beyond the one-time two (2) year period.
5. Unit Owners are responsible for the acts of their lessees and for all financial obligations to Hampton Woods (e.g., maintenance fees and assessments). If a lessee is required to pay these items as a part of the lease, please have the lessee pay the moneys directly to lessor.
6. Hampton Woods reserves the right to evict any lessee for non-compliance with Hampton Wood's governing documents.
7. Subleasing or assignment of leases is prohibited.
8. "For Rent" signs are prohibited.

### **XIII. MAINTENANCE FEES, LIEN PROCEDURES AND COST OF COLLECTION**

- A.** All assessments, including maintenance fees, are due on the first (1st) day of the month and are considered late if not postmarked by the fifteenth (15th) of the month.
- B.** An administrative late charge of fifteen dollars (\$15.00) per month shall be incurred for any late payment and on any unpaid balance of the assessment (subject to increase upon further notice).
- C.** Any payments made shall be applied in the following order:
  - 1.** Interest and/or administrative late fees owed to the Association.
  - 2.** Collection costs, attorneys' fees incurred by the Association.
  - 3.** Principal amounts owed on the account for common expenses and assessments.
- D.** Any past due assessments may cause a lien and foreclosure to be filed against the Unit.
- E.** Any costs, including attorneys' 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 Unit Owner.
- F.** If any Unit 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 attorneys' 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.
- G.** If any Unit Owner is delinquent in the payment of any fees for more than thirty (30) days, the Board may suspend the privileges of the Unit Owner to vote and/or use any of the amenities.

### **XIV. COMPLAINT PROCEDURE**

- A.** Complaints concerning any violations must be made to the Management Company in writing and must be signed by the individual filing the complaint. Violation reports via email are acceptable.
- B.** Reports of violation should include violator's name or unit address (both if available) and a detailed description of the alleged violation (e.g., date, time, location, etc.).
- C.** The Management Company will correspond with the alleged responsible Unit Owner after receipt of each complaint, and a reasonable effort will be made to correct the violation.
- D.** If the reasonable efforts to effect compliance are unsuccessful, the Unit Owner will be subject to sanction in accordance with the assessment provisions contained in Article XV, "Enforcement Procedures and Penalties" below.

## **XV. ENFORCEMENT PROCEDURES AND PENALTIES**

- A.** The Unit Owner shall be responsible for any violation of the Declaration, Bylaws or Rules and Regulations by the Unit Owner, guest(s) or the residents, including tenants and employees, if any, of his or her Unit.
- B.** Notwithstanding anything contained in these Rules and Regulations, the Board shall have 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. 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.
- C.** All costs for extra cleaning and/or repairs stemming from any violation also will be added to the responsible Unit Owner's account.
- D.** In addition to any other action and in accordance with the procedure outlined in Item E below, actual damages and/or an enforcement assessment of up to, but not exceeding \$50.00 per occurrence, or if the violation is of an ongoing nature, per day, may be levied by the Board against a Unit Owner in violation.
- E.** Prior to the imposition of an enforcement assessment for a violation, written notice(s) will be served upon the alleged responsible Unit Owner specifying the following:
  - 1.** A description of the Condominium Property damage or violation.
  - 2.** A reasonable date by which the Unit Owner must cure the violation to avoid the proposed charge or assessment.
  - 3.** The amount of the proposed charge and/or enforcement assessment.
  - 4.** A statement that the Unit Owner has a right and procedures to request a hearing before the Board to contest the proposed charge and/or enforcement assessment.
- F.** 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 no later than the tenth day after receiving the notice required by Section E above.
  - 1.** If a Unit Owner timely requests a hearing, at least seven days prior to the hearing the Board shall 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 to that hearing is waived, and the charge for damages and/or an enforcement assessment will be immediately imposed; and
  - 2.** At the hearing, the Board and alleged responsible Unit Owner will have the right to present any evidence. This hearing will be held in Executive Session and notice of hearing, evidence or written notice to the Unit Owner to abate action, and intent to impose an enforcement assessment shall be provided to the alleged responsible Unit Owner. The Unit Owner will then receive notice of the Board's decision and any enforcement assessment imposed within thirty (30) days of the hearing.
- G.** The Association may file a lien for an enforcement assessment and/or damage charges that remain unpaid for more than ten (10) days.

## IMPORTANT TELEPHONE NUMBERS

### Emergency:

Emergency (Police/Fire/EMS).....	9-1-1
Police Department (non-emergency).....	(330) 375-2181
Fire Department (non-emergency).....	(330) 375-2101
Summit County Sheriff.....	(330) 643-2154
Poison Control Center.....	(800) 362-9922
AMR Ambulance (Akron/Canton).....	(330) 785-0970

### Utilities:

City of Akron Utilities (Water & Sewer).....	(330) 375-2554
City of Akron Water Distribution Division.....	(330) 375-2420
Summit County Sanitary Sewer Services.....	(330) 926-2400
Ohio Edison (Electric).....	(800) 633-4766
Power/Light Outage Reporting Line.....	(888) 544-4877
Dominion East Ohio (Gas).....	(800) 362-7557
Ohio Utilities Protection Service (OUPS).....	(800) 362-2764

### KareCondo:

Customer Service.....	(330) 688-4900
Afterhours Line.....	(330) 688-4900
Fax.....	(330) 688-4932

### General:

City of Akron Customer Service.....	3-1-1
State Farm Insurance.....	(330) 626-1010
Akron-Summit County Public Library.....	(330) 643-9000
Fairlawn-Bath Branch Library.....	(330) 666-4888
Fairlawn Post Office.....	(330) 864-6409
Summit County Board of Elections.....	(330) 643-5200
Akron Animal Warden.....	(330) 375-2311
Summit County Animal Control.....	(330) 643-2845
Chamber of Commerce.....	(330) 777-0032
Nature Realm.....	(330) 865-8065

# HAMPTON WOODS CONDOMINIUM ASSOCIATION, INC.

## OWNER/OCCUPANT INFORMATION

The Ohio State Condominium Laws, Statute 531.09, (A)(2), states, "Within thirty days after a unit owner obtains a condominium ownership interest" that this information be provided to the Association, and 531.09, (A)(3) states that, "Within thirty days after a change in any information that division (A)(2) of this section requires, a unit owner shall notify the association, through the board of directors, in writing of the change. When the board of directors requests, a unit owner shall verify or update the information."

OWNER(S) NAME(S): \_\_\_\_\_

UNIT ADDRESS: \_\_\_\_\_ Hampton Ridge Drive \_\_\_\_\_ EMAIL: \_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_  
(IF DIFFERENT THAN UNIT ADDRESS)

HOME PHONE: \_\_\_\_\_ CELL: \_\_\_\_\_ WORK: \_\_\_\_\_

OTHER OCCUPANT IN UNIT: \_\_\_\_\_ RELATIONSHIP: \_\_\_\_\_

OTHER OCCUPANT IN UNIT: \_\_\_\_\_ RELATIONSHIP: \_\_\_\_\_

OTHER OCCUPANT IN UNIT: \_\_\_\_\_ RELATIONSHIP: \_\_\_\_\_

**The following information, though not required by Ohio Revised Code, is needed in order to protect your property and possessions in the most effective manner:**

PET(S) 1) Dog: \_\_\_\_\_ Cat: \_\_\_\_\_ Type (Breed): \_\_\_\_\_ Color(s): \_\_\_\_\_

2) Dog: \_\_\_\_\_ Cat: \_\_\_\_\_ Type (Breed): \_\_\_\_\_ Color(s): \_\_\_\_\_

If none, check here.

VEHICLE 1) Make & Model \_\_\_\_\_ COLOR: \_\_\_\_\_ LICENSE # \_\_\_\_\_

2) Make & Model \_\_\_\_\_ COLOR: \_\_\_\_\_ LICENSE # \_\_\_\_\_

3) Make & Model \_\_\_\_\_ COLOR: \_\_\_\_\_ LICENSE # \_\_\_\_\_

4) Make & Model \_\_\_\_\_ COLOR: \_\_\_\_\_ LICENSE # \_\_\_\_\_

If none, check here.

EMERGENCY CONTACT NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_  
Must be able to provide access to your unit for emergency entry

*Please note that this form is to be completed in its entirety to prevent the Association from re-requesting the information. Providing partial, or no, information within the required 30 days of receipt may result in the Board taking any and all action within their means to elicit compliance of the request for information. Thank you in advance for your timely response.*