

# The Muirwood Village Condominium Owners Association



## Handbook of Rules, Regulations & Information

## **WELCOME TO MUIRWOOD VILLAGE**

On behalf of the Association, we would like to welcome you to The Muirwood Village Condominium Owners Association. We hope you find Muirwood Village a very nice place to live. To help accomplish this, we have established a Handbook of Rules, Regulations and Information that pertain strictly to living at Muirwood Village in a condominium atmosphere. These common sense Rules and Regulations take into consideration the health, safety and comfort of our residents. We hope you will find them reasonable and will cooperate by upholding them.

We ask that you keep this handbook handy and refer to it when necessary. If something arises that may not be covered in the handbook, please do not hesitate to contact Management Company.

Additional information is contained in the Muirwood Village Declaration and By-Laws as recorded with Lorain County Records. A copy of the Declaration and By-Laws and all current amendments may be obtained from the Management Company at no charge via email or for a modest copy/administrative fee for hardcopies.

This handbook is intended to supplement, not replace, the Declaration and By-Laws; therefore, if there should be an inadvertent discrepancy between what is expressed in this handbook and the recorded documents, the Declaration and/or By-Laws shall govern.

Sincerely,  
The Board of Directors  
The Muirwood Village Condominium Owners Association

## CHANNELS OF COMMUNICATION

The Board of Directors consists of five (5) individual Unit Owners 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 by and between the Unit Owners, contractors and vendors. If you have questions or concerns about the maintenance of the Condominium Property, please direct the matter to the Management Company by phone or in writing. In case of an emergency (such as a fire), you should contact the local 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 problems that you may have with the Management Company by placing your correspondence in the clubhouse exercise room drop box. Again, all other communications must be directed through the Management Company to assure that your concerns and questions are properly addressed and answered. Any maintenance performed by a vendor on behalf of a Unit Owner at the Unit Owner's expense will *not* be reimbursed if that Unit Owner did not contact the Management Company and utilize proper channels in order to have the maintenance issue remedied.

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**ALL FORMS AND CONTRACTS CAN BE OBTAINED THROUGH MANAGEMENT**

## INTRODUCTION

The Muirwood Village Condominium Owners Association is comprised of 228 condominium Units within 50 Buildings, 1 clubhouse and 4 garage Buildings. The Condominium street addresses are numbered beginning with 35133 through 35389 Greenwich Avenue and 35411 through 35977 Westminister Avenue, North Ridgeville, OH 44039.

Located in the City of North Ridgeville, the Condominium Property is served by the North Ridgeville Police Department, the North Ridgeville Fire Department and the North Ridgeville branch of the U.S. Postal Service.

Roads within the Condominium Property are dedicated and are maintained by the City of North Ridgeville.

All Units are individually metered, and therefore all utilities (e.g., water, sewer, gas and electric) are paid by the individual Unit Owners. Rubbish pickup is performed by the City every Tuesday. Please contact individual utilities or the City if you have any issues.

As a private Condominium Association, we are governed by the recorded Declaration and By-Laws. We elect our Board of Directors, which is composed of five Unit Owners, each serving a two-year term. The Board manages Association affairs on behalf of all Unit Owners. The Board of Directors normally meets on the second Tuesday of each month at 10:00 a.m. Monthly meetings are open to all Unit Owners and are held in the Muirwood Center (the clubhouse). Unit Owners must call prior to any meeting for updates of any changes as meetings may be canceled, rescheduled or moved to a different location by the Board.

The Annual Meeting for the election of Board Members is held the first Wednesday evening of September each year at the Muirwood Center, provided it does not fall on a holiday (in which case the meeting would be on the following business day).

KareCondo, a professional Condominium Property management firm, handles the day-to-day management operations of the Association. KareCondo is responsible for the billing and collection of monthly maintenance fees, obtaining bids for services rendered to the Association (e.g., snowplowing and landscaping) and monitoring these services. It also acts in an advisory capacity to the Board of Directors. Any questions or inquiries must be directed to KareCondo via phone (330-688-4900), email ([info@karecondo.com](mailto:info@karecondo.com)) or the website ([www.karecondo.com](http://www.karecondo.com)). For *true* emergencies that threaten Condominium Property or persons, KareCondo's 24-hour emergency number is (330) 688-4900.

## **I. ENVIRONMENT OF COMMON ELEMENTS**

The Common Element consists of all parts of the Condominium Property except the individual Units.

### **A. GENERAL**

1. Littering is prohibited.
2. The placement or storage of items in the Common Elements is prohibited without prior, written approval of the Board. Examples of prohibited items include, but are not limited to, bicycles, vehicles, lawn ornaments and furniture.
3. Damage to the Common Elements shall be repaired or replaced by the Association at the expense of the responsible Unit Owner. Unit Owners will be held responsible for any damage caused by their tenants or guests.
4. Noise that constitutes a nuisance or disturbs other residents within the Common Element is prohibited.
5. Feeding of wildlife is prohibited.

### **B. GARAGES & PARKING**

1. Except designated parking areas, parking vehicles on Common Elements is prohibited.
2. The garage must be used as the primary parking space for all residents.
3. All garage doors should be kept closed when not in use.
4. Only minor maintenance to motor vehicles (e.g., interior cleaning or changing a tire), is permitted in a garage. Oil changes are prohibited on the Condominium Property.
5. Storage of flammable or hazardous items in a garage is prohibited.
6. During the snow removal season, drives with parked vehicles may not be plowed.

### **C. MOTOR VEHICLES**

1. The speed limit is 10 miles per hour.
2. All vehicles on the Condominium Property must bear current license tags. Any abandoned or disabled vehicle that is left unattended for a period exceeding 72 hours, or any prohibited vehicle regardless of time, may be towed and stored at the owner's expense in addition to all other remedies.
3. Vehicles that are leaking fluid are prohibited from the Condominium Property. Unit Owners are responsible for the immediate cleanup of any leaked fluids.
4. The following vehicles are prohibited from being parked, stored, kept or maintained within the Condominium Property unless garaged:
  - a. Trucks or vans in excess of 3/4 ton
  - b. Vehicles licensed, painted or signed for commercial purposes
  - c. Buses
  - d. Boats
  - e. Recreational vehicles, including campers and/or mobile homes
  - f. Trailers
  - g. Snowmobiles, skimobiles and/or jet skis

#### **D. SIGNS**

1. Except as otherwise specifically provided below, signs are prohibited from being displayed on or from any part of the Building, Unit or Condominium Property without prior written approval of the Board.
2. One "Open House" sign is permitted on Saturdays and Sundays between the hours of 12:00 p.m. and 6:00 p.m.

#### **E. MUIRWOOD CENTER**

1. Residents of Muirwood Village in good standing may reserve the Muirwood Center (the Clubhouse/Party Room) and must be in attendance throughout the entire event. Contracts, however, must be signed by a Unit Owner.
2. A \$50.00 usage fee and a \$150.00 security deposit are required via two separate checks made payable to The Muirwood Village Condominium Association. Only checks from the Unit Owner will be accepted.
3. The Party Room will be inspected before and after each event. The Muirwood Center must be cleaned, in order and vacated by midnight. Unit Owners are responsible for any damages or messes left behind.
4. The Party Room may be reserved for parties with a maximum of 67 guests inside the Muirwood Center at any time.
5. Guests may park in the Muirwood Center parking lot outside the Party Room or on the north side of Greenwich Avenue.
6. Use of the exercise room or swimming pool during your event is prohibited. Events must be confined to the Party Room only.
7. No loud music or noise that may be heard outside of the room is permissible.
8. Persons are prohibited from using the kitchen unless they have reserved the Party Center. Rental of Muirwood Center does *not* include use of the pool.
9. Persons wearing swim attire may only enter the Muirwood Center (or exercise room) to use the restrooms. Please be mindful that the floors are very slippery when wet; be courteous and dry off before entering the facility. Persons in diapers must wear waterproof/rubber pants. Soiled diapers must be taken home for disposal.

#### **F. EXERCISE ROOM**

1. Only residents of Muirwood Village may use the Exercise Room.
2. Dry clothes and tennis shoes must be worn at all times; persons wearing street shoes and/or bathing suits may not enter the Exercise Room.
3. Pets are prohibited in the Exercise Room at all times except service animals.
4. Persons under the age of 12 must be under adult supervision at all times.
5. The Board and Management reserve the right to revoke amenity privileges for anyone in violation of the rules.
6. The Exercise Room is available 24 hours a day (even though the door is always locked).
7. If a machine is not working properly, please notify Management immediately.
8. Please be considerate of others and wipe down exercise equipment after use.
9. It is advised that you consult your physician before beginning an exercise program.

## **G. SWIMMING POOL**

1. The pool is open daily from 10:00 a.m. to 9:00 p.m. Memorial Day weekend through Labor Day weekend. Only Owners/residents are permitted to use the pool from 10:00 a.m. until noon Monday through Friday. The pool may be closed at the discretion of the Board or Management due to inclement weather or for any safety or health reason.
2. A pool fob may be obtained by contacting the Management Company. The replacement cost per fob is \$50.00.
3. Individuals less than 15 years of age must be accompanied and supervised by an adult.
4. Guests must be accompanied by a resident at all times. Residents must register the number of guests and are responsible for the conduct of their guests at all times.
5. All pets are prohibited from the pool area at all times except service animals/pets.
6. Glass, alcoholic beverages and gum are prohibited in the pool area. Food and beverages may be enjoyed in the picnic area gazebo (east end of the pool) only. Food is prohibited in the pool deck area, Muirwood Center and exercise room. A broken glass bottle or container may require the pool to be drained, cleaned and refilled at the responsible resident's expense.
7. Persons are prohibited from using the kitchen unless they have reserved the Party Center. Rental of Muirwood Center does *not* include use of the pool.
8. Persons wearing swim attire may only enter the Muirwood Center (or exercise room) to use the restrooms. Please be mindful that the floors are very slippery when wet; be courteous and dry off before entering the facility. Persons in diapers must wear waterproof/rubber pants. Soiled diapers must be taken home for disposal.
9. Trash must be deposited in the provided trash containers.
10. Private pool parties are prohibited.
11. Smoking in the pool, pool area, patio or surrounding grounds is prohibited.
12. Use of the telephone is limited to pool emergencies only.
13. No conduct is permitted that constitutes a nuisance or a safety hazard in the pool area. Ball playing in the pool/pool area and tossing coins in the pool are prohibited.
14. Diving is prohibited.
15. Persons are prohibited to hang, sit, lie or jump off the pool rope or undo the rope.
16. All free-floating supports, rafts, inner tubes, etc., with the exception of Styrofoam Noodles, are prohibited in the pool unless approved by the American Red Cross for safety. Any person using body-attached water wings must be under adult supervision (within immediate proximity of such person) at all times.
17. The Association may suspend swimming privileges as deemed necessary. If your privileges are suspended, your guests are prohibited from using the pool/pool area.
18. Swimming is at your own risk. Neither Management nor the Association assumes any responsibility for the safety of swimmers, damage to hair, clothing or eyes or for articles left in the pool area.



## **H. LANDSCAPING**

1. Residents are prohibited from planting any landscaping material (plants, trees, etc.) in the Common Element.
2. Only residents of *Buildings 2, 3 and 4 on Westminister Avenue and Building 15 on Greenwich Avenue* are permitted to install plantings on the outside of their fences and parallel to the sidewalk, located within 2-3 feet of the patio fence. No other landscaping material (including, but not limited to, rocks, tiles, stones, rails, etc.) and plantings of trees, bushes, fruit or vegetables of any kind are prohibited in these areas. Residents on *Greenwich and Westminister Avenues* are permitted to plant flowers or small shrubs inside of their patio fence, inside of the sidewalk by the driveway and by the brick without prior approval from the Board. The Unit Owner is responsible for all maintenance or replacement of these landscaped areas.
3. Any changes or additions to shrubs, bushes or trees are prohibited without the Board's prior, written approval.
4. All decorations and/or furniture are prohibited in the Common Element.

## **II. ENVIRONMENT OF LIMITED COMMON ELEMENTS**

Certain parts of the Common Element are built and designed specifically for each individual Unit. The Limited Common Element includes the following:

### **A. WINDOWS AND DOORS**

1. A request for installation or replacement of a door, storm door and/or window(s) must be submitted in writing to the Management Company for Board approval.
2. Use of plastic or other non-glass window or door liners is prohibited on the Unit exterior.
3. Only curtains, drapes and vertical or horizontal louvers are permitted as window treatments. Bed sheets, newspapers or other non-window coverings are prohibited.
4. Broken windows and torn screens must be repaired immediately by the Unit Owner at his or her expense.

### **B. SKYLIGHTS/SOLAR TUBES**

The installation of skylights/solar tubes is permitted only under the following conditions:

1. The newly installed skylight or solar tube must be aesthetically consistent with other skylights and solar tubes that have been installed throughout the property.
2. All repairs and/or maintenance to skylights or solar tubes are the Owner's responsibility.
3. By having skylights or solar tubes installed, the Unit Owner acknowledges that any preparation cost and/or other associated fees are to be borne by the Unit Owner.
4. Any damage to the Common Element as a result of the installation of a skylight or solar tube will be repaired by the Association at the Unit Owner's expense.

### **C. PATIOS**

1. The patio area may not be used for storage; only items appropriate for patio use may be kept here.

#### **D. AWNINGS**

The installation of a remote, motorized awning is permitted only if the following conditions are met prior to installation:

1. Only a 13-foot SunSetter Motorized Awning with Remote Control operation in the color "Sand" may be installed.
2. The awning must be installed by an authorized dealer/installer, and all costs related to the installation or removal (including, but not limited to, any fees/damages, etc.) must be borne by the Unit Owner.
3. Any unauthorized awning installations will be removed at the Unit Owner's expense.

#### **E. SHEPHERD'S HOOKS**

1. Unit Owners may place one (1) shepherd's hook, black in color only, in the planting bed adjacent to their respective AC Unit.
2. Unit Owners may place two (2) shepherd's hooks, black in color only, in the planting bed between their walkway and Unit (i.e., the "L" bed).
3. Only potted planting material (flowers/plants) may be hung from shepherd's hooks.
4. Dead/dying planting material (referred to in Item 3 above) must be removed or replaced within a 48-hour period.

### **III. MAINTENANCE AND REPAIR RESPONSIBILITIES**

The Declaration of Condominium Ownership and the By-Laws of The Muirwood Village Condominium Unit Owners' Association, Inc. should be read by all Unit Owners and residents. Together, they fully explain the operation and maintenance of your Association. The following information was taken from these documents to assist you in maintaining your individual Unit. However, additional information can be found in the aforementioned governing documents.

#### **A. ASSOCIATION RESPONSIBILITIES**

The Association is responsible for the reasonable maintenance, repair and/or replacement of the following:

1. Building roofs and foundations
2. Siding and trim
3. Gutters and downspouts
4. Patio Fences
5. Common Element landscaping and snow removal
6. Parking areas and driveways
7. Common Element utilities
8. Association's master insurance policy
9. Muirwood Center and the swimming pool
10. Mail Huts

## **B. UNIT OWNER RESPONSIBILITIES**

Unit Owners are responsible to report promptly to Management any need for repairs that are the responsibility of the Association. In addition, Unit Owners are also responsible for the reasonable maintenance, repair and/or replacement of the following items:

1. All space bounded by the undecorated interior surfaces of the perimeter walls, floors and ceilings, including anything built and installed for the exclusive use of the Unit
2. All doors (including frames, jams, door screens/glass and garage doors/equipment)
3. All windows (including frames, sashes, screens and glass)
4. Patios
5. All heating and cooling equipment and ventilation pipes serving only the Unit.
6. All plumbing serving only the Unit and located within the bounds of the Unit
7. Any damage to any part of the Condominium Property, including the Common Element and/or Units, caused by the Unit Owner, Occupant or guest

## **IV. UNIT RESTRICTIONS**

Any changes, additions or improvements to the Common Element (i.e., alterations that are not within the walls of a Unit) are prohibited without prior, written approval of the Board.

### **A. GENERAL**

1. To submit a request for an exterior modification, the Unit Owner(s) must be current in all fees and assessments.
2. Unless prior, written approval of the Board is obtained, Unit Owners shall not cause or permit anything to be hung or displayed on or visible from the exterior of any Building, and no awning, canopy, shutter, radio or television antenna, satellite dish or air conditioning unit shall be affixed to or placed upon the exterior walls or roof.
3. Installation/replacement of any AC unit requires prior, written Board approval.
4. Installation of any satellite dish/antenna on, attached to or extending into the Common Element is prohibited (including attachment to the exterior siding or roof area as described above). Any Unit Owner contemplating installing a satellite dish/antenna elsewhere on the Condominium Property must submit a completed Notice and Waiver Form along with a drawing indicating the proposed location, height and screening materials to be used. The Notice and Waiver Form and the Satellite Dish Rules and Regulations may be obtained from the Management Company.
5. The storage of flammable or hazardous items in any Unit or garage is prohibited (including, but not limited to, propane tanks for gas grills).
6. 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. 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. Storage of grills/smokers/outside fireplaces, etc. on sidewalks or driveways is prohibited.

## **B. 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 (patio area) in accordance with proper flag etiquette and provided the bracket may be secured to wood trim only.
  - a. Proper US Flag Etiquette: Always hang or fly the flag with the union (the stars) in the upper left corner. A flag on a flagstaff or flagpole should be able to fly free in the breeze and should only be attached to the flagstaff or halyard on the left edge of the fabric. Flagstaffs or flagpoles should be long enough or tall enough that the flag does not touch the ground. Flags should be taken in at night unless they are illuminated.
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.
4. The installation of a freestanding flagpole by a Unit Owner in the ground or Common Elements is prohibited.
5. The flag must immediately be removed and/or replaced if it is worn, faded or tattered.

## **C. PETS**

1. Dogs and cats are permitted for a maximum of two (2) total pets per Unit (2 dogs, 2 cats, or 1 dog and 1 cat), together weighing no more than 40 pounds when full grown.
2. Wild or exotic pets (e.g., rabbits, livestock, fowl, reptiles, etc.) are expressly prohibited. Except for dogs and cats, no animals shall be raised, bred or kept in any Unit or in the Limited or Common Elements. Domestic animals (household pets) may not be kept for commercial purposes.
3. All pets must be on a handheld leash and under the control of the owner at all times when outside the Unit.
4. Pets shall not be tied, fenced or housed outside of a Unit for any period of time.
5. Pet owners are responsible for the immediate and complete cleanup after their pet. Pet waste must be disposed of in a proper container.
6. Pet owners shall be liable for any damages caused by their pet to any Common Elements including, but not limited to, shrubs, bushes, trees and grass.
7. Any pet causing a nuisance or unreasonable disturbance may be permanently removed from the Condominium Property upon seven (7) days written notice from the Board. Upon the pet owner's receipt of such notice, the owner shall promptly and permanently, without recourse, remove such pet from the Unit and from the Condominium Property. *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.

**D. RUBBISH REMOVAL**

1. Rubbish must be placed outside for pickup no later than 7:00 a.m. the morning of collection (currently Tuesdays) but no earlier than 5:00 p.m. the previous day.
2. Rubbish containers must be returned to the interior of the garage by 7:00 p.m. on the day of scheduled collection. Containers must remain inside the garage at all other times than noted above. If you cannot observe these time limits, please make arrangements with your neighbor(s) in order to comply.
3. Large items (e.g., old furniture, mattresses, etc.) must be removed from the Condominium Property at the Unit Owner's expense. Refrigerators, freezers and AC units will not be picked up unless tagged to show the Freon has been removed. Please call the waste removal vendor to schedule any large-item pickups.

**E. SEASONAL DECORATIONS**

1. Seasonal decorations, such as lights and wreaths, may be displayed on the front door and/or patio. Unit Owners are prohibited from climbing the sides of the buildings or place themselves in dangerous situations in the Common or Limited Common Elements. Any electrical lighting must be treated for outdoor use.
2. Seasonal lights or decorations may not be put up more than thirty (30) days before and must be removed no later than two (2) weeks after the holiday.

**F. OCCUPANCY RESTRICTION**

The following Rule is in accordance with the amendment to the Declaration (Article 3, Section B, Item 16) recorded at Lorain County Records on November 9, 2004:

1. No person who is adjudicated to be a sexual predator or habitual sex offender and is required to register with a designated registering agency may reside in or occupy any Unit for any length of time.

## V. SELLING OR LEASING A UNIT

### A. SALE OF A UNIT

1. "For Sale" signs are prohibited. An "Open House" sign is permitted, however, on Saturdays and Sundays between 12:00 p.m. and 6:00 p.m.
2. Within fifteen (15) days of executing a purchase or sales agreement, the Unit Owner, title company or real estate agent must notify the Management Company and arrange for a maintenance fee update letter and certificate of insurance.
3. At the same time as above, the Owner must provide Management with the following information:
  - a. Names of all residents.
  - b. Home and business mailing address.
  - c. Home and business telephone numbers.
  - d. Name, business address and telephone number of any person that manages the Unit on behalf of the Unit Owner.
  - e. Sales price.
  - f. Mortgagee.
  - g. Any change in the information required in a-d above must be provided to the Board within thirty (30) days of the change.
4. The Management Company will coordinate the paperwork with banks, real estate agents, appraisers and escrow agents. A transfer fee for these services (currently \$150.00) will be charged to the seller and applied to his/her account.
5. The seller is responsible for providing the following items to the buyer:
  - a. Copy of the Declaration and By-Laws, including any Amendments to same.
  - b. Copy of the Handbook of Rules, Regulations & Information.
  - c. Unit access door key(s), mailbox and garage door key(s) (your FOB that opens gate to the pool and exercise room will be deactivated when you sell your Unit; you may contact Management for instructions on how to receive your deposit refund).
  - d. Garage door opener.

## **B. LEASING OF A UNIT**

The following Rules are in accordance with the amendment to the Declaration (Article 3, Section B, Item 15) recorded at Lorain County Records on November 9, 2004:

1. Except for grandfathered rental Units or hardship exceptions, Units must be occupied by the Unit Owner(s), parent(s), child(ren), grandparent(s), grandchild(ren) or sibling(s) of the Unit Owner.
  - a. Any Unit Owner that was leasing his/her Unit prior to November 9, 2004 and registered his/her Unit as being leased with the Association within ninety (90) days of said date, shall be considered "grandfathered" and may continue leasing that Unit until the title to said Unit is transferred to a subsequent owner.
2. To meet a special situation and to avoid an undue hardship or practical difficulty, the Board shall grant permission to a Unit Owner to lease his/her Unit to a specified lessee for a one-time period not less than six (6) consecutive months nor more than twenty-four (24) consecutive months. The one-time hardship exception may in no event be extended beyond the one twenty-four (24) month period.
3. In no event shall any Unit be rented for transient purposes, which is defined as a rental for any period less than six (6) consecutive months, nor rented to any business or corporate entity for the purpose of corporate housing or similar type usage. Sub-leasing of any Unit is also prohibited.
4. Units must not be occupied by more than one (1) single family.
5. The Unit Owner must provide the Management Company with the following information before the tenant may take up residence:
  - a. A copy of the lease.
  - b. Full name(s) of tenant(s).
  - c. Current contact information for tenant(s).
6. The lease document must contain a clause making it subject to the covenants and restrictions in the Association's Declaration, By-Laws, and Rules and Regulations.
7. The Unit Owner is responsible for making the tenant aware of the Rules and Regulations.
8. The Unit Owner is responsible for any violations of the Declaration, By-Laws, and/or Rules and Regulations by the tenant. The Unit Owner is therefore liable to the Association for the conduct of the tenant, any enforcement assessments and/or damages to the property.

## **VI. MAINTENANCE FEES AND COLLECTION POLICY**

1. Assessments, including maintenance fees, are due on the first (1<sup>st</sup>) day of the month and are considered late if not received by the tenth (10<sup>th</sup>) of the month.
2. An administrative late charge of Twenty-Five Dollars (\$25.00) per month shall be incurred for any late payment and on any unpaid balance of the assessment (subject to increase upon further notice).
3. Any payments made shall be applied in the following order:
  - a. Interest and/or administrative late fees owed to the Association.
  - b. Collection costs, attorneys' fees incurred by the Association.
  - c. Principal amounts owed on the account for common expenses and assessments.
4. Any past due assessments may cause a lien and foreclosure to be filed against the Unit.
5. Any costs, including attorney 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 Owner.
6. If any Owner (either by his/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 By-Laws 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 attorney 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.
7. If any Owner is delinquent in the payment of any fees for more than thirty (30) days, the Board may suspend the privileges of the Owner to vote and/or use any of the amenities.

## **VII. VIOLATIONS OF THE RULES AND REGULATIONS**

### **A. COMPLAINT PROCEDURE**

1. Complaints concerning violations of the Rules must be made to Management in writing (emails are acceptable) and must be signed by the individual filing the complaint.
2. 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.).
3. The Board of Directors and/or the Manager will, in most cases, contact the alleged responsible Unit Owner after receipt of each complaint and a reasonable effort will be made to correct the violation.
4. 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 the Enforcement Procedure (see Article VIII below).



## **B. ENFORCEMENT PROCEDURES AND ASSESSMENTS**

1. The Unit Owner shall be responsible for any violation of the Declaration, By-Laws or Rules and Regulations by the Unit Owner, guest(s) or the Occupants, including any tenants of his/her Unit.
2. All costs for extra cleaning and/or repairs stemming from any violation also will be added to the responsible Unit Owner's account.
3. In addition to any other action and in accordance with the procedure outlined below, the Board may:
  - a. Levy an assessment for actual damages,
  - b. Levy a reasonable enforcement assessment of up to, but not exceeding \$50.00 per occurrence and/or
  - c. Levy a reasonable enforcement assessment per day if the violation is continuous and of an ongoing nature.
4. Prior to the imposition of an enforcement assessment for a violation, the following procedure will be followed:
  - a. Written notice(s) will be served upon the alleged responsible Owner specifying all of the following items:
    - i. A reasonable date by which the Unit Owner must cure the violation to avoid the proposed charge or assessment.
    - ii. A description of the Condominium Property damage or violation.
    - iii. The amount of the proposed charge and/or enforcement assessment.
    - iv. A statement that the Unit Owner has a right to, and the procedures to request, a hearing before the Board to contest the proposed charge and/or enforcement assessment.
  - b. To request a hearing, the owner must mail or deliver a written "Request for a Hearing" notice, which must be received by the Board no later than the tenth (10<sup>th</sup>) day after receiving the notice required by Item 4a above.
    - i. If a Unit Owner timely requests a hearing, at least seven (7) 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.
    - ii. 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 proof of hearing, evidence or written notice to the Unit Owner to abate action and intent to impose an enforcement assessment shall become a part of the hearing minutes. The Unit Owner will then receive notice of the Board's decision and any enforcement assessment imposed within thirty (30) days of the hearing.
  - c. 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:

Police or Fire Emergency.....	911
Police (Non-Emergency).....	(440) 327-2191
Fire (Non-Emergency).....	(440) 327-5311
Lorain County Sheriff.....	(440) 329-3709
Poison Control Center.....	(800) 222-1222

### Utilities:

City Utilities Department.....	(440) 353-0841
Ohio Edison (Electric).....	(800) 633-4766
Columbia Gas of Ohio.....	(800) 344-4077
Republic Services (Trash).....	(440) 458-5191
Time Warner.....	(877) 722-2253
Ohio Utilities Protection Service (OUPS).....	(800) 362-2764

### KareCondo:

Customer Service.....	(330) 688-4900
Fax.....	(330) 688-4932
Emergency.....	(330) 688-4900

### General:

North Ridgeville Branch Library.....	(440) 327-8326
State Farm Insurance.....	(440) 239-1016
North Ridgeville Post Office.....	(440) 327-8806
City Hall.....	(440) 353-0819
French Creek Wastewater Treatment Plant.....	(440) 934-2008
North Ridgeville Senior Center.....	(440) 353-0828
Lorain County Auditor.....	(440) 329-5207
Patton's Towing.....	(440) 353-9558
Larson Manufacturing (Storm Doors).....	(888) 483-3768