

Pine Mill Ridge Condominium Estates No. 4, Inc.



Handbook of Rules, Regulations & Information

Date enacted: May 27, 2015
Date effective: August 1, 2015
Date Revised: April 26, 2017

WELCOME TO PINE MILL RIDGE #4

On behalf of the Association, we welcome you to the Pine Mill Ridge Condominium Estates No. 4. We hope you find Pine Mill Ridge #4 a very nice place to live. To help accomplish this, we have established a Handbook of Rules, Regulations and Information that pertains strictly to living at Pine Mill Ridge #4 in a condominium atmosphere. These common sense Rules and Regulations take into consideration the health, safety and comfort of all of our residents. We hope you will find them reasonable and will cooperate by upholding them.

This handbook is intended to supplement, not replace, the Declaration and Bylaws; therefore, if there should be an inadvertent discrepancy between what is expressed in this handbook and the recorded documents, the Declaration and/or Bylaws shall govern. A copy of the Declaration and Bylaws and all current amendments may be obtained from the Summit County Fiscal Office Recording Department. You may also obtain these documents from KareCondo at no charge via email or for a modest copy/administrative fee for hardcopies.

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 contact the Management Company, KareCondo, at P.O. Box 1714, Stow, OH 44224, by telephone at (330) 688-4900 or via email to info@karecondo.com.

Sincerely,
The Board of Directors
Pine Mill Ridge Condominium Estates No. 4

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 bimonthly.

In between the regularly scheduled 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. 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.

Thank you for anticipated cooperation.

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ALL FORMS AND CONTRACTS MAY BE OBTAINED THROUGH MANAGEMENT

INTRODUCTION

Pine Mill Ridge Condominium Estates No. 4 is comprised of fifty-eight (58) Condominium Units within nine (9) Buildings on Meredith Lane. Situated in the City of Akron (formerly Northampton Township), the Condominium Property is served by Akron Services (Police and Fire Department), Woodridge Schools and the Cuyahoga Falls branch of the U.S. Postal Service.

The road within the Condominium Property, Meredith Lane, is dedicated and maintained by the City of Akron.

Common water, sewer and gas utilities are shared by the Units in each building for Buildings 1-6, and, therefore, these Unit Owners pay an equal portion of these utilities for their building (the applicable amount is billed to each Unit's account and is visible on the monthly maintenance assessment statement). Likewise, the Units in Building 9 share the common utilities for water and sewer (and gas for a common hot water heater), and the corresponding expenses are equally shared by these Unit Owners and billed to their accounts accordingly; individually-metered gas for the Units in Building 9 is paid by the individual owners. The Units in Buildings 7 and 8, on the other hand, are individually metered, and all utilities, including water, sewer and gas, are paid by the respective individual Unit Owners. Finally, the Association pays for all outside electric.

As a private Condominium Association, we are governed by the recorded Declaration and Bylaws. 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 fourth Wednesday of every other (odd-numbered) month at 6:00 p.m. (please check with Management for current location). These meetings are open to all Unit Owners to attend, and there is an open forum for the first fifteen (15) minutes before each meeting is called to order (allowing an individual Unit Owner to have the floor for up to five minutes). Owners must call the Management Company prior to any meeting for updates of any changes as meetings may be canceled, rescheduled or moved to a different location by the Board. Further, any Owner wishing to address the Board must submit a written request to the Management Company at least one week prior to the meeting, providing a detailed description of the topic(s) the Owner wishes to address.

The Annual Meeting for the election of Board Members is held in the first calendar quarter each year, typically the fourth Wednesday evening of March (provided it does not fall on a holiday).

KareCondo, a professional Condominium Property management firm, handles the day-to-day management operations of the Association, including the billing and collection of monthly maintenance fees, obtaining bids for services rendered to the Association (e.g., snowplowing and landscaping), monitoring these services and facilitating Unit Owners' concerns. 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) or the website (www.karecondo.com).

I. ENVIRONMENT OF COMMON ELEMENTS

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

A. GENERAL

1. Littering is prohibited.
2. The placement or storage of items (e.g., bicycles, vehicles, furniture, etc.) in the Common Elements is prohibited without prior, written approval of the Board.
3. Damage to the Common Elements shall be repaired or replaced by the Association at the expense of the responsible Unit Owner. Unit Owners are 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.
6. Residents may not give work instructions to any contractor hired by the Association (e.g., landscapers, snowplow drivers, plumbers, HVAC technicians, etc.).

B. SIGNS

1. Except as otherwise specifically provided below, signs (or other advertising of any nature) 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 professional "For Sale" sign is permitted on a Unit's interior window.

C. MOTOR VEHICLES

1. The speed limit is 15 miles per hour. Please drive with caution (especially around corners and up or down hills) as children may be crossing the parking area.
2. All vehicles on the Condominium Property must display 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. Only minor maintenance to motor vehicles (e.g., interior cleaning and tire changes), is permitted within the Common Element.
4. Vehicle repairs, including, but not limited to, engine maintenance (e.g., oil changes) are prohibited within the Common Element.
5. Vehicles that are leaking fluid are prohibited from the Condominium Property. Unit Owners are responsible for the immediate cleanup of any leaked fluids.
6. 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, buses and pickup trucks with cargo in the bed
 - b. Vehicles licensed, painted or signed for commercial use
 - c. Boats, snowmobiles, skimobiles and jet skis
 - d. Recreational vehicles, including campers and mobile homes
 - e. Trailers
 - f. Vehicles with loud exhaust systems and/or sensitive alarms

D. GARAGES & PARKING

1. All resident vehicles must be registered with the Management Company. Any vehicles on the premises for thirty (30) days or longer are considered resident vehicles.
2. The garage must be used as the primary parking space for all residents. The parking spaces in front of the garage are secondary, followed by the use of one (1) Common Element parking space, making it possible for a unit to have a maximum of three (3) vehicles on the premises.
 - a. The following Units are prohibited from parking in front of the garages to avoid impeding traffic flow and are therefore entitled to two (2) Common Element parking spaces: 584, 587, 588, 590, 592, 597, 598, 602, 615, 619, 621 and 623.
3. Vehicles parking in designated handicap spaces must display handicap identification. If a Unit requires a handicap space, the designated space will constitute the Unit's one Common Element space.
4. No Common Element spaces (other than handicap spaces) are reserved. These spaces are available to residents and guests on a first-come, first-served basis.
5. The following are prohibited within the Common Element:
 - a. Parking anywhere other than in designated parking areas (e.g., on the lawn)
 - b. Parking in front of a garage without the respective Owner's permission
 - c. Parallel parking next to any structure
 - d. Double-parking (one car behind another)
 - e. Parking that impedes access to mailboxes or walkways
 - f. Parking within ten (10) feet of a fire hydrant
6. Garage doors must be kept closed at all times except ingress, egress or while a resident of the Unit is present.
7. Only minor maintenance to motor vehicles (e.g., interior cleaning or changing a tire), is permitted in a garage. Oil changes and other engine maintenance are prohibited on the Condominium Property.
8. Storing flammable or hazardous items in a garage is strictly prohibited.

E. LANDSCAPING

1. Residents are prohibited from planting any landscaping material (plants, trees, etc.) in the Common Element.
2. Any changes or additions to shrubs, bushes or trees are prohibited without the Board's prior, written approval.
3. Only annual flowers may be planted without prior approval from the Board. The Unit Owner is responsible for all maintenance or replacement of such plantings. Unkempt plantings may be removed at the Board's discretion.
4. Plantings may not obstruct or impede landscaping services or access to public utility equipment.

F. SWIMMING POOL

1. **There is no Lifeguard on duty at the pool. Swim at your own risk.**
2. The pool is open daily from 10:00 a.m. to 9:00 p.m. Memorial Day weekend through Labor Day weekend. The pool may be closed at the discretion of the Board of Directors or the Pool Manager due to inclement weather, on days when the temperature fails to reach 68 degrees Fahrenheit or for any safety or health reason.
3. The pool is for residents of The Crossings of Stone Creek Condominium Association, Pine Mill Ridge #4 Condo Association and their invited guests (maximum number of guests is three per Unit).
4. Adult residents must accompany and stay with their pool guests and are responsible for the actions and behavior of their guests.
5. Non-resident relatives of owners must be considered invited guests and not an extension of a resident's family.
6. Anyone under 14 years of age **MUST** be accompanied and supervised by an adult at all times in the pool area.
7. No one is permitted to enter the pool unless properly attired in a bathing suit. Cutoff shorts are not permitted. All persons with bladder or bowel control problems are prohibited from using the pool unless they are wearing appropriate protective garments.
8. Pets are prohibited in the pool area except for service animals.
9. Noise or any activity that creates a nuisance (e.g. distracts or disturbs others), including, but not limited to, running around the pool, diving, splashing or other horseplay is prohibited. Radios (and CDs, etc.) are permitted provided the volume is minimized so as not to interfere with the rights and enjoyment of others.
10. Conduct that constitutes a nuisance or a safety hazard in the pool area is not permitted. There is to be no running around the pool, diving, splashing or other horseplay. Use of rafts will be limited to accommodate swimmers.
11. Bottles and glass containers are prohibited in the pool and pool area. Coins, metal objects or stones are prohibited from being thrown into the pool.
12. Excessive use of alcohol will not be permitted.
13. Towels must be placed on chairs when oils and lotions are applied to skin. **Suntan oils, baby oils and products like Skin So Soft are prohibited** if you are going into the pool, as these products damage the pool mechanical systems.
14. A security alarm at the pool is turned on after hours. Anyone entering the pool area after posted hours is subject to arrest by local police.
15. Neither Management nor The Crossings of Stone Creek Condominium Association and Pine Mill Ridge Estates No. 4, Inc. are responsible for any injuries that may occur.
16. Contact The Crossings Grounds Manager, Tom Krampe, at (330) 923-0471 for pool cards or other pool-related information. Pool cards are not transferable.

II. ENVIRONMENT OF LIMITED COMMON ELEMENTS

Certain parts of the Common Element are built and designed specifically for each Unit. The Limited Common Element includes decks, patios, garages and the space in front of garages.

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. Storm doors must be dark brown to match the building trim. The Board preapproved Home Depot's Andersen "Bronze" and Lowes' Larson "Brown" aluminum storm doors.
3. Use of plastic or other non-glass window or door liners is prohibited on the Unit exterior.
4. Only curtains, drapes and vertical or horizontal louvers are permitted as window treatments. Bed sheets, newspapers or other non-window coverings are prohibited.
5. Broken windows, torn screens and damaged front doors must be repaired immediately by the Unit Owner at his or her expense.

B. BALCONIES, PATIOS & DECKS

1. Storing personal items and nontraditional/nonseasonal patio furniture on balconies, patios and/or decks is prohibited.
2. Hanging items from balcony or deck railings is prohibited, except seasonal decorations are permitted provided their timely removal (see Section E, Item 1, on page 12).

III. MAINTENANCE AND REPAIR RESPONSIBILITIES

The Declaration of Condominium Ownership and the Bylaws of Pine Mill Ridge Condominium Estates No. 4 Condominium Association 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 exterior, foundations, roofs, siding and trim
2. Gutters and downspouts
3. Roadways, driveways and parking areas
4. Common Element landscaping and snow removal
5. Common Element utilities
6. Association's master insurance policy
7. Swimming pool
8. Rubbish removal service
9. Exterior post lamps
10. Common Element exterminating services
11. Signage
12. Walkways and decks
13. Exterior painting of garage doors

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 the garage space (including all improvements within that space)
2. The Limited Common Elements designated for his/her use (including cleaning individual decks)
3. All doors (including frames, jams, door screens/glass and garage doors), excluding painting the exterior of the garage door.
4. Garage door openers and any equipment used for opening and closing garage door(s).
5. All windows (including frames, sashes, screens, glass and skylights)
6. All plumbing, electric, heating, cooling and other utility or service lines, pipes, wires, ducts and conduits serving only 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
8. Mailbox keys (if the previous Unit Owner did not provide you with a mailbox key, please contact the local Post Office)

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. 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 Unit or Building, and no sign, awning, canopy, shutter, radio/television antenna, satellite dish, air conditioning unit or other wiring shall be affixed to, placed upon or protruding through the exterior walls or roof.
 - a. The only exception is that residents may hang up to four (4) decorative items not exceeding 24" in diameter (size restriction does not apply to one wreath) in their Limited Common Element, excluding garages, using galvanized nails, hooks or screws.
2. 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 as described above). Any Unit Owner contemplating installing a satellite dish/antenna *anywhere* other than within the parameters of the Limited Common Element of the Owner's balcony (any 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 for the Board's approval.
3. Garage, yard, patio and tag sales are strictly prohibited.
4. Lawn ornaments, lighting and other ground enhancements may not be installed without the Board's prior, written approval.
5. The storage of flammable or hazardous items in any Unit or garage is prohibited.

6. Firewood may not be stored in the Common Elements or by the exterior of any structure. Firewood is *only* permitted to be stored in the following locations:
 - a. Inside the Unit Owner's garage, six inches (6") away from the garage wall
 - b. On the Unit Owner's *back* deck or patio on a metal or aluminum stand (e.g., a round metal firewood rack) in order to avoid wood-to-wood contact
7. 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.
8. Flowerboxes must be made of wood, painted the same color as the building and conforming to Board specifications; however, approval is required prior to installation.
9. Prior written approval of the Board is required before a birdfeeder(s) may be placed anywhere on the Property.
10. No items are permitted to be nailed to any tree on the Condominium Property.
11. Clotheslines are prohibited. No clothing, sheets, blankets, laundry of any kind and/or other articles (including towels, bathing suits, etc.) shall be hung or exposed on any part of the Common or Limited Common Elements.
12. Building address numbers may not be modified, nor may address or unit numbers be added to Units or garages.
13. Repairs made to Units by contractors or residents may only be performed between the hours of 8:00 a.m. and 7:00 p.m. Monday through Saturday, except in the case of an emergency.
14. Unit Owners shall perform their responsibilities in such manner so as not to unreasonably disturb other persons residing within the building.

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 in accordance with proper flag etiquette and provided the bracket is secured to wood trim only (not the siding) using galvanized screws.
 - 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 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. One (1) dog not exceeding 90 pounds or two (2) dogs with a maximum weight of 65 pounds each (excluding vicious breeds as described below), cats, domestic, caged (including bird cages and fish tanks) or other household domestic pets not exceeding five (5) total pets per Unit are permitted.
2. Wild or exotic pets (e.g., rabbits, livestock, fowl, reptiles, etc.) and vicious dogs (Doberman, Rottweiler, Presa Canario, any dog commonly known as a pit bull or any mixed breeds of the foregoing) are expressly prohibited. Except for domestic animals (household pets), no animals shall be raised, bred, kept or maintained for any commercial purpose in any part of the Condominium Property for any length of time.
 - a. A "vicious dog" is a dog that has either (1) caused injury, including death, to any person or (2) killed another dog.
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, complete cleanup after their pet and the proper, sanitary disposal of pet waste.
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 three (3) 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, adjacent to your garage, for pickup no later than 7:00 a.m. the morning of collection, 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. All rubbish must be placed in securely tied/fastened bags before disposing of in a rubbish container(s) with the lid properly secured. Rubbish must be deposited directly into the appropriate waste container(s) and may not be left outside (Unit doors, garages, decks, etc.) overnight or for any extended period of time.
4. Owners must call Management to schedule a pickup for large items (e.g., furniture, mattresses, etc.). If the refuse company should charge extra for disposal, the charge will be applied to the appropriate Unit Owner's account. Refrigerators, freezers and AC units will not be picked up unless tagged to show the Freon has been removed.

E. SEASONAL DECORATIONS

1. Seasonal decorations (lights, wreaths, flowerpots, etc.) may be displayed on the front door, patio, deck and/or balcony. 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

1. A person who is classified a Tier III or Tier II sexual offender/child-victim offender, or any future equivalent classification, and for whom the County Sheriff or other government entity must provide community notification of the sex offender's residence, is prohibited from residing in or occupying any Unit or remaining on the Condominium Property for any length of time.
2. Units must be occupied by and used for single-family purposes only as private dwellings for owners, their families or lessees and for no other purpose.

V. SELLING OR LEASING A UNIT

A. SALE OF A UNIT

1. One professional "For Sale" sign is permitted on a Unit's interior window. An "Open House" sign is permitted 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:
 - a. Names and full contact information for all residents
 - b. Name, business address and telephone number of any person that manages the Unit on behalf of the Unit Owner
 - c. Sales price
 - d. Mortgagee
 - e. 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 Bylaws, 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)
 - d. Garage door opener

B. LEASING OF A UNIT

The Association may initiate eviction proceedings to evict a tenant. The Association shall give the Unit Owner at least ten (10) days written notice of the intended eviction action. The costs of any eviction action, including reasonable attorney's fees, shall be charged to the Unit Owner and shall be the subject of a special Assessment against the offending Unit and made a lien against that Unit.

1. During such time or times as the leasing or rental of an additional Unit(s) results in fewer than fifty percent (50%) of the Units in the Condominium Property being Unit Owner-occupied, no leasehold interest or any other form of rental tenancy of any type, kind or description will be created by the Unit Owner(s) of any Unit.
 - a. No single Person may own more than fifty percent (50%) of the total number of Units.
2. Any Unit Owner wishing to lease his/her Unit must first contact the Management Company for approval in order to ensure compliance with the Federal Housing Administration Mortgage Requirements Amendment (cited above).
3. In no event shall any Unit be rented for transient purposes, which includes a rental for any period less than thirty (30) days, 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. Except for rental Units, Units must be occupied by the Unit Owner(s), parent(s), child(ren), grandparent(s), grandchild(ren) or sibling(s) of the Unit Owner.
5. The Unit Owner must provide the Management Company with the following information before a tenant may take up residence:
 - a. A copy of the executed lease
 - b. A completed Owner/Tenant Information Form (may be obtained from the Management Company)
6. The lease document must contain a clause making it subject to the covenants and restrictions in the Association's Declaration, Bylaws, and Rules and Regulations.
7. The Unit Owner is responsible for supplying a copy of the Rules and Regulations to the tenant prior to taking up residence.
8. The Unit Owner is responsible for any violations of the Declaration, Bylaws, 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 (1st) day of the month and are considered late if not received by the tenth (10th) of the month.
2. An administrative late charge of fifty dollars (\$50.00) 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 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 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. Pool privileges will be suspended for all residents and guests of Units more than 30 days in arrears until the Owner brings the account current of all funds owed to the Association.

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 below.

B. ENFORCEMENT PROCEDURES AND ASSESSMENTS

1. 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 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 (10th) 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).....	(330) 375-2552
Fire (Non-Emergency).....	(330) 375-2101
Summit County Sheriff.....	(330) 643-2181
Poison Control Center.....	(800) 222-1222

Utilities:

City Utilities Department.....	(330) 971-8250
Ohio Edison (Electric).....	(800) 633-4766
Power/Light Outage Reporting Line.....	(888) 544-4877
Dominion East Ohio (Gas).....	(800) 362-7557
Time Warner.....	(800) 892-4357
City of Akron Utilities (Water & Sewer).....	(330) 375-2554
Ohio Utilities Protection Service (OUPS).....	(800) 362-2764

KareCondo:

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

General:

Tom & Nancy Krampe (Pool Cards/Information).....	(330) 923-0471
Cuyahoga Falls Library.....	(330) 928-2117
State Farm Insurance.....	(440) 526-6745
Cuyahoga Falls Post Office.....	(330) 928-9137
BMV of Cuyahoga Falls.....	(330) 929-6469
Summit County Auditor.....	(888) 388-5613
Summit County Board of Elections.....	(330) 643-5200
Dog Licensing (Summit County Service Department).....	(330) 630-7226
PAWSibilities, Humane Society of Greater Akron.....	(330) 487-0333

G = Garage

← VALLEY ROAD →

PINE MILL RIDGE #4 CUYAHOGA FALLS, OHIO

