



VILLAGE OF
Crystal Lakes

Handbook of
Rules and Information

OUR MISSION STATEMENT

TO MAINTAIN, PRESERVE AND PROTECT AS WELL AS ENHANCE THE PROPERTY CONSISTENT WITH GOOD AND JUDICIOUS APPLICATION OF SOUND BUSINESS PRACTICES.

MAILING ADDRESS

THE VILLAGE OF CRYSTAL LAKES
C/O ASSOCIATED PROPERTY MANAGEMENT
789 W. LAFAYETTE ROAD
MEDINA, OH 44256

(330) 722-3000
(866) 575-0025
(330) 722-3396 FAX

WELCOME!

Welcome to The Village of Crystal Lakes Condominium! We hope you enjoy your home in this fine community. Our objective is to maintain The Village of Crystal Lakes as a very nice place to live. In order to accomplish this, a booklet of Rules and Information has been put together that pertains strictly to living in the condominium atmosphere of The Village of Crystal Lakes. The Board of Directors is given the authority to promulgate and enforce rules by the Declaration of Condominium Ownership and the Bylaws, specifically Declaration Article VII, section E.

These are common sense rules that take into consideration the health, safety and comfort of all residents at The Village of Crystal Lakes. We hope you will find them reasonable and will cooperate by upholding them.

Please keep this booklet handy and refer to it when necessary. This booklet is intended to supplement, not replace, the Declaration and Bylaws; therefore, if there should be an inadvertent discrepancy between what is expressed in this booklet and the recorded documents, the Declaration and/or Bylaws shall govern. Complete information, rules and regulations are contained in The Village of Crystal Lakes Condominium Association Declaration and Bylaws as recorded in Volume OR 006, Page 200 et seq., of Summit County Records. Copies may be obtained at a cost from the Management Company or from the Summit County Auditor's Office. If something arises that may not be covered in the booklet, please do not hesitate to contact the Management Company.

Thank you,

The Board of Directors
The Village of Crystal Lakes
Condominium Association

Enacted: August 22, 1994

Effective: October 1, 1994

Revised: May 3, 2013

INTRODUCTION

The Village of Crystal Lakes Condominium is comprised of 105 Units on Lake Pointe Drive in Akron, Ohio.

All roads within the Condominium Property are private and are maintained by the Association.

As a private condominium association, we are governed by our own Declaration and Bylaws. We elect our Board of Directors, which is comprised of five Unit Owners. The Board manages association affairs on behalf of all Unit Owners.

The Annual Meeting for the election of board members is held in or around May.

The Board, on behalf of the Association, retains the services of a professional management company, Associated Property Management, LLC, to handle the day-to-day operations of the Condominium Property. They are responsible for the billing and collection of monthly maintenance fees, obtaining bids for services rendered to the Association, i.e., snowplowing, landscaping, and monitoring these services. They also act in an advisory capacity to the Board of Directors.

Any questions should be directed to Associated Property Management at 330-722-3000 Monday through Friday. If you have any after hours emergency, please call 330-722-3000 and you will be directed to the after hour emergency line.

CHANNELS OF COMMUNICATION

The Board of Directors consists of five individuals who are unit owners and are elected by their fellow unit owners. Board members serve without compensation and are responsible for making the decisions affecting our property. Decisions concerning the property are made during the Board's meetings.

In between the board meetings, the Association relies on the Management Company to carry out the Board's decisions and handle all communications by and between the Association's owners, contractors and vendors. If you have questions or concerns about the maintenance of the property, please direct the matter to the Management Company, in writing. If you would like to attend a board meeting, call the Management Company for the schedule. 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 members 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.



TABLE OF CONTENTS

Page

I. Environment of Common Elements.	5
A. General.	5
B. Parking and Motor Vehicles.	5
C. Landscaping.	7
II. Condominium Association Responsibility.	8
III. Unit Owner Responsibility.	8
IV. Limited Common Elements.	9
A. General.	9
V. Unit Restrictions.	10
A. General.	10
B. Pets.	11
C. Seasonal Decorations.	11
D. Rubbish Removal.	11
E. Windows and Doors.	12
F. Garage, Moving or Estate Sales	12
VI. Sale or Lease of a Unit.	12
A. Sale of a Condominium Unit.	12
B. Leasing Prohibition.	13
VII. Complaint Procedure.	13
VIII. Enforcement Procedures and Assessments for Rule Violations.	13
IX. Collection Policy.	15
Addresses and Telephone Numbers.	17

I. Environment of Common Elements

Common Elements include everything but the individual Unit. Common Elements are owned by all Unit Owners together.

Some examples: landscaping, ponds, roadways and entrances. Reasonable maintenance and repair of the Common Elements are the Association's responsibility.

A. General

1. Storing or placing anything in the Common Elements is prohibited. Examples include but are not limited to, bicycles, toys, figurines and inflatables.

2. Noise that causes a nuisance or creates a disturbance is prohibited. (In the event of a disturbance, try speaking to your neighbor about the problem. If this does not work, then call the police.)

3. Neither the Association nor its contractors will be held responsible for damage to personal property left outside during landscaping or snowplowing seasons (e.g. toys, lawn furniture)

4. Feeding of geese or other wildlife is prohibited.

5. The Board of Directors will not approve any encroachment on the Common Elements by a structure, including, but not limited to, patios, decks or sidewalks.

B. Parking and Motor Vehicles

Parking

1. Parking or driving of any vehicle on any lawn area is prohibited.

2. The garage space must be used as the primary parking space for the Unit's vehicles with the driveway as the secondary spot. "Driveway" means the parking area immediately in front of the Unit Owner's garage.

3. Garage doors must be kept closed at all times when not in use, and must be kept in working order and good condition by the Unit Owner.

4. Garages must not be used for storage. Residents must be able to park their vehicles in the garage.

5. If cars are left in the driveway during the snow removal season, the drive may not be plowed.

6. Street parking is prohibited except for temporary guest parking during parties or other social events at a resident's home.

7. Visitor parking must be in the Unit driveway area or in the designated visitor parking area. Residents may not park in the visitor area.

8. Residents planning to have a long-term guest parking in the guest parking area must advise the Board in writing.

9. A violation of the parking rules may, in addition to any other remedy, result in a vehicle being towed at the Owner's expense.

Motor Vehicles

1. The following vehicles are prohibited at The Village of Crystal Lakes (unless they are inside of a garage):

a. Vehicles in excess of three-quarter (3/4) ton capacity.

b. Buses.

c. Boats or boat trailers.

d. Campers or camper trailers.

e. Mobile and/or motorized homes.

f. Moving vans or U-Hauls, except when in use during move-ins and move-outs.

g. Snow mobiles or ski mobiles.

2. Residents' vehicles that are licensed, painted or signed for commercial purposes must be parked within the resident's garage with the door shut at all times.

3. Abandoned or disabled vehicles left for a period exceeding 72 hours, or any vehicles described in 1. above may, in addition to all other remedies, be removed from the property at the Owner's expense.

4. The repair or maintenance of any motor vehicle in the Common Elements is prohibited.

5. All vehicles on the property must be currently licensed and operable.

C. Landscaping

1. Unit Owners are responsible for the watering of the Common Element lawns around their Units. If the lawn around a Unit Owner's home dies due to lack of water, that Unit Owner may be billed for replacement of the lawn.

2. Sprinkler systems must have the prior, written approval of the Board and must include a backflow prevention device. Installation and maintenance of sprinkler systems are the responsibility of the Unit Owner. The installation of an irrigation system is encouraged.

3. Any changes, removals or additions to any plantings, including shrubs, bushes or trees are prohibited without the prior, written approval of the Board.

4. Lawn ornaments or decorations are prohibited in the Common Elements. Examples include statuary, bird feeders and plastic flowers or plants.

5. Due to overplanting of the community in its early stages, the Board has a policy in place which states that it will remove any dead trees, diseased trees or trees encroaching on homes. Replacement of these trees will only be done at the Unit Owner's expense, and prior, written approval of the Board is required. Trimming of trees will be done on a program established by the Board prioritizing areas each year. Other than scheduled trimming, only emergency tree work will be done throughout the year.

6. Since beds were custom-designed for the original Unit Owners, Unit Owners are responsible for the bed maintenance in these areas.

7. Vegetables may only be planted in containers on decks.

8. Currently, mulching is done by the Association every other year. During years when the Association does not mulch, Unit Owners may do so on their own using a dark brown mulch.

II. Condominium Association Responsibility

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

- a. Roadways.
- b. Ponds.
- c. Common Element insurance.
- d. Common Element snow removal.
- e. Common Element landscaping, including grass cutting, fertilization of lawns, Common Element gardens, removal of dead trees and shrubs, shaping and/or pruning of trees and shrubs.
- f. Painting of all wood trim on Units.
- g. Common Element utilities(serving all Unit Owners).
- h. Common Element lighting.

III. Unit Owner Responsibility

- a. All doors (including garage door and automatic garage door opening equipment), door frames, door screens and door glass.
- b. Roofs.
- c. Windows, frames and window screens.
- d. Patios, decks, stoops and porches, if any. This includes any related structures including decorative door frames, overhangs and pillars.
- e. All utilities and utility lines, including but not limited to, gas, water and electric, serving only your Unit.
- f. Maintenance and cleaning of gutters/downspouts.
- g. Siding and trim. (If owners re-side their homes, they are encouraged to cap the wood trim.)

- h. Damage to Common Elements caused by the Unit Owner, resident, or guest.
- i. Light bulbs in fixtures attached to the unit.
- j. Maintenance of individual sprinkler systems.
- k. Maintenance of any plantings dedicated and marked as "Homeowner's Garden" added to front, side and/or back of the home.
- l. Driveways and walkways.
- m. Homeowners' insurance coverage.

IV. Limited Common Elements

Certain parts of the Common Elements are built and designed specifically for each individually owned Unit.

Some examples include, but are not limited to: driveways and sidewalks for Units, patios, decks and porches, plumbing, heating, electrical and other fixtures inside or outside but serving only one Unit.

These areas, specifically around the home, are designated as Common Elements because they are owned by all Unit Owners, and the Association HAS CONTROL over how they are to be used and maintained. The complete designation is Limited Common Element because they serve only one Unit. Maintenance and repair are the Unit Owner's responsibility.

A. General

1. The Limited Common Elements shall be kept free and clear of garbage, rubbish, debris and other unsightly materials.

2. Storing furniture or appliances is prohibited. Patio furniture, however, is permitted only on the patio/porches/decks as long as they are kept in a neat and orderly manner.

3. Using clotheslines or hanging clothes in the Limited Common Elements or other Common Elements is prohibited.

4. Tools, ladders, lumber, etc., must be stored indoors and are prohibited in the Limited Common Elements or other Common Elements.

5. Except where otherwise provided, the Unit Owner is responsible for the maintenance, repair and replacement of the Limited Common Elements appurtenant to his or her Unit.

Unit Restrictions

The entire home structure is an individual Unit. This includes everything built and installed for the exclusive use of the Unit Owner. It is the Unit Owner's responsibility to repair and maintain.

ANY CHANGES, ADDITIONS OR IMPROVEMENTS not within the walls of a Unit or alterations of the appearance of the Unit exterior are prohibited without the prior **WRITTEN** approval of the Board **BEFORE** installation.

A. General

1. Garage, moving or estate sales are prohibited.
2. The storage of flammable or hazardous items in a Unit or garage is prohibited.
3. Security signs are permitted.
4. On the interior side of one window of a Unit or garage, one professionally printed "For Sale" sign may be displayed.
5. All signs, other than those indicated above, are prohibited without the prior, written approval of the Board.
6. Anyone desiring to install a satellite dish in their Limited Common Element must first receive and comply with the rules, a copy of which will be available upon request.
7. Units must be used as a residence for a single family.
8. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise shall be conducted, maintained or permitted to operate from The Village of Crystal Lakes.
 - a. A Unit Owner may use a portion of his/her Unit for his/her office or studio provided that the activities therein shall not interfere with the quiet enjoyment or comfort of any resident.

- b. Activities shall not involve the performance of any personal services by the resident.

B. Pets

1. All animals, rabbits, livestock, fish, fowl or poultry are prohibited except that dogs, cats or other household pets may be kept in the Units, subject to the rules, provided that they are not kept, bred or maintained for any commercial purpose.

2. Pets (dogs and cats) must be hand-leashed and under control at all times when outside of the Unit.

3. Pets are prohibited from being tied to or fenced in any portion of the Common Elements or Limited Common Elements.

4. Pet owners are responsible for the IMMEDIATE and complete clean up after their pet.

5. Unit Owners shall be held liable for damage caused by their pet or the pet of their guest to any shrubs, bushes, trees and grass.

6. Any pet causing a nuisance or unreasonable disturbance shall be permanently removed from the condominium property upon five (5) days written notice from the Board of Directors.

C. Seasonal Decorations

Seasonal lights or decorations may not be put up more than 30 days before and must be removed within two weeks after the holiday. Over the holidays, prohibition of items in the Common Elements includes decorative items and inflatables.

D. Rubbish Removal

1. Large items of rubbish (old furniture, mattresses, etc.) must be removed from the premises at the Unit Owner's expense. (Please call the rubbish service listed on the telephone number page.)

2. Rubbish, trash or other items to be disposed of must be placed in a container or sealed bag outside the garage door.

3. Rubbish shall not be placed out for pick up prior to 6:00 p.m. the evening before trash pick up is scheduled.

4. All rubbish and trash containers must be removed from the Common Elements within twelve (12) hours of rubbish collection.

5. The current pick up day is Thursday. When a holiday year's Day, Labor Day, Memorial Day, 4th of July, Thanksgiving or Christmas) falls during the week of a scheduled pick up, service will be delayed one day.

E. Windows and Doors

1. Use of plastic and other non-glass window or door liners is prohibited on the exterior of the Unit.

2. Broken windows, torn screens or damaged front doors must be repaired immediately by the Unit Owner at his or her expense.

3. Any changes to the style or color of windows and doors require the prior, written approval of the Board.

4. Only curtains, draperies, vertical or horizontal louvers are permitted as window treatments. Bed sheets, newspapers, etc., are prohibited.

F. Garage, Moving or Estate Sales

1. Garage, moving or estate sales are prohibited.

VI. Sale or Lease of a Unit

A. Sale of a Condominium Unit

1. On the interior side of one window of a Unit or garage, professionally printed "For Sale" sign may be displayed.

2. After a sales agreement has been executed and at least thirty (30) days prior to transfer, you or your title company representative must call the Management Company to make arrangements for the maintenance fee update letter and certificate of insurance for the buyer. The name, address and telephone number of the buyer must be provided to the Management Company in addition to the sales price, closing date and mortgage clause and address.

3. The Management Company will coordinate this paperwork with banks, real estate agents, appraisers and escrow agents. A transfer fee for these services may be charged to the seller and paid out of escrow from proceeds due to the seller at the time of title transfer.

4. The seller is responsible for providing the following information to the buyer:

- a. Copy of the Declaration and Bylaws.
- b. Copy of the Handbook of Rules and Information.
- c. Unit access door key(s) and garage door key(s).
- d. Garage door opener.

B. Leasing Prohibition

1. Renting or leasing of a unit is prohibited. This restriction does not apply to units occupied by the parent(s) or child(ren) of the Unit Owner.

VII. Complaint Procedure

A. Complaints concerning the violation of the Rules and Regulations must be made to the MANAGEMENT COMPANY IN WRITING and must be signed by the individual filing the complaint.

B. 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.

C. 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 following Section VIII, Enforcement Procedure and Assessments for Rule Violations.

VIII. Enforcement Procedures and Assessments for Rule Violations

A. The Unit Owner shall be responsible for any violation of the Declaration, Bylaws or Rules by the Unit Owner, guest(s), or the occupants, including tenants, if any, of his or her Unit.

B. Notwithstanding anything contained in these Rules, 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 attorney fees, shall be added to the account of the responsible 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 Section 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 an Owner in violation.

E. Prior to the imposition of an enforcement assessment for a violation, the following procedure will be followed:

1. Written notice(s) will be served upon the alleged responsible Unit Owner specifying:

a. A reasonable date by which the Unit Owner must cure the violation to avoid the proposed charge or assessment; and

b. A description of the property damage or violation; and

c. The amount of the proposed charge and/or enforcement assessment; and

d. A statement that the Unit Owner has a right to, and procedures to request, a hearing before the Board to contest the proposed charge and/or enforcement assessment.

2. 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 not later than the tenth day after receiving the notice required by Item E.1 above.

a. If a Unit Owner timely requests a hearing, at least seven days prior to the hearing the Board shall provide the Owner with a written notice that includes the date, time and location of the hearing. If the 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

b. At the hearing, the Board and alleged responsible 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 Owner to abate action, and intent to impose an enforcement assessment shall become a part of the hearing minutes. The Owner will then receive notice of the Board's decision and any enforcement assessment imposed within thirty (30) days of the hearing.

3. The Association may file a lien for an enforcement assessment and/or damage charges which remains unpaid for more than ten (10) days.

IX. Collection Policy

1. All 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 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:

1. Interest and/or administrative late fees owed to the Association.
2. Collection costs, attorney's fees incurred by the Association.
3. 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 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 Owner.

6. If any 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 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.

ADDRESSES AND TELEPHONE NUMBERS

Associated Property Management
(Mon.-Thur. 8am to 5pm; Fri 8am to 4:30pm)

789 W. Lafayette Road
Medina, Ohio 44256330-722-3000
OR 1-866-575-0025

Associated Property Management (After Hours)
Emergency Only330-722-3000
OR 1-866-575-0025
Fax.....330-722-3396

Bath Police Dept.—Information.....330-666-3736

Bath Fire Dept.—Information.....330-666-3735

Police and Fire Emergencies.....911

Bath Township Offices.....330-666-4007

East Ohio Gas.....330-794-0790

Akron Water Dept.....330-375-2420

Ohio Edison.....1-800-633-4766

Time Warner Cable.....1-888-691-9100

Republic Waste Services.....1-800-247-3644