

Homeowners' Association
Villas of Hudson

Handbook of
Rules, Regulations and Information



Welcome to The Villas of Hudson, a homeowners' association community. We hope you enjoy your home and living in this community. The objective of the Villas of Hudson Homeowners' "Association" is to maintain The Villas of Hudson as a safe, pleasant, and desirable place to live. In order to accomplish this, the Board of Directors ("Board") has established this Handbook of Rules, Regulations, and Information ("Handbook").

These are a consolidated, general language version of the Association's Declaration and Bylaws. They are common sense rules and regulations, which take into consideration the health, safety, and comfort of all Owners and Occupants. We hope you will find them reasonable and will cooperate by observing them. The Board has not presumed to cover every possible situation. These rules cover those major areas where problems have historically occurred. The section dealing with architectural guidelines will be of particular importance. Preserving the uniform, clean, and attractive appearance of the Property is the goal shared by all, as it will maintain and enrich the value of our homes and our community.

For some, living at the Villas of Hudson may represent a first experience residing in a homeowners' association community. We request that you familiarize yourself with the Declarations, Bylaws, and this Handbook. We ask that you keep this Handbook handy and that you refer to it when necessary, or view it on the Association's website at KareCondo.com. If something arises that may not be covered in the Handbook, please do not hesitate to contact the Management Company. Please see the last page of this Handbook for contact information.

The Board is given the authority to promulgate and enforce the rules and regulations contained in this Handbook by Declaration Article II, Section 2.2(s).

Additional information is contained in the Declaration and Bylaws as recorded in **Volume OR2014, Page 786, et. seg** of the Summit County Records. A copy of the Declaration and Bylaws and all current amendments may be obtained from the Summit County Recorder's office or from KareCondo, the Management Company, for a copy charge.

This Handbook is intended to supplement, not replace, the Declaration and Bylaws as amended from time to time: therefore, if there should be an inadvertent discrepancy between what is expressed in this Handbook and the recorded documents, the Declaration and/or Bylaws will govern.

Sincerely,
The Board of Directors
Villas of Hudson Homeowners' Association

CHANNELS OF COMMUNICATION

The Board of Directors consists of five individuals who are Owners or spouses of Owners, and are elected by their fellow Owners. Board members serve without compensation and are responsible for making the decisions affecting our Association Property. Decisions concerning the Association Property are made during the Board's regular meetings, 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 Owners, contractors and vendors. If you have questions or concerns about the maintenance of the Association Property, please direct the matter to the Management Company, in writing. In case of an emergency, such as a fire, you should contact the fire/police/EMS 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 should 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 an Owner at the Owner's expense will not be reimbursed if that Owner did not contact the Management Company and utilize proper channels to notify Management prior to commencing work that the Association is responsible for, in order to have the maintenance issue remedied.

TABLE OF CONTENTS

INTRODUCTION	5
I. ENVIRONMENT OF COMMON ELEMENTS – definition	5
II. HOME – definition	5
A. GENERAL	5
B. CONTRACTORS	6
C. GARAGES AND PARKING	7
D. MOTOR VEHICLES	7
E. SIGNS	8
F. PETS	8
G. RUBBISH REMOVAL	9
III. MAINTENANCE AND REPAIR RESPONSIBILITIES	10
A. ASSOCIATION RESPONSIBILITIES	10
B. OWNER RESPONSIBILITIES	11
C. WINDOWS AND DOORS	11
IV. HOME RESTRICTIONS	12
A. GENERAL	12
B. Television Dish	13
C. FLAGS	13
D. GRILLING	14
E. PATIOS	14
F. ARCHITECTURAL REQUEST PROCEDURE	15
G. SALE OF A HOME	15
H. LEASING OF A HOME	16
I. OCCUPANCY RESTRICTIONS	17
J. MOVING	17
K. COLLECTION POLICY	17
L. COMPLAINT PROCEDURE	18
M. PUBLIC COMMENT POLICY	18
N. ENFORCEMENT PROCEDURES AND ASSESSMENTS FOR RULE VIOLATIONS	19
O. KEY BOX POLICY, AND APPROVAL REQUEST FORM	22
P. SATELLITE DISH GUIDELINES AND RULES	23
Q. IMPORTANT CONTACT INFORMATION	24

INTRODUCTION

Villas of Hudson Homeowners' Association is comprised of 64 Homes within 16 buildings located on Cutler Lane. Roadways within the Association Property are private and are maintained by the Association.

Located in the City of Hudson, the Association Property is served by the Hudson Police, Fire, and EMS Departments and the Hudson branch of the U.S. Postal Service. Water and sewer is the Owner's responsibility and will be billed to each individual Owner separately. Rubbish is picked up on Wednesday and your trash receptacles may be located at the end of the drives by Cutler Lane the evening before the day of pick-up.

As a private homeowners association, we are governed by the recorded Declaration and Bylaws. We elect our Board of Directors, which is composed of Home Owners, each serving staggered two year terms. The Board manages Association affairs on behalf of all Owners. The Board of Directors normally meets monthly. Monthly meetings are open to all Owners. Meetings may be cancelled or the meeting place changed by the Board. Owners must call prior to any meeting for updates of any changes. Owners wishing to address the Board for a specific purpose, as a courtesy, must provide a one week notice of said purpose to give the Board time to plan a more responsive and informative meeting.

The annual membership meeting for the election of Board members will be held during the month of May of each year, at an hour established by the Board of Directors. Written notice of the annual membership meeting will be provided at least five days prior to such meeting. However, notice is normally provided 30-60 days in advance.

- I. **ENVIRONMENT OF COMMON ELEMENTS:** Definition – All the Property within The Villas of Hudson, excluding the footprints of the Homes, as further defined in Declaration Article II, Section 2.2(f).

- II. **HOME:** Definition – A building or part of a building constructed on a Lot for purposes of providing separate and complete living, cooking, sleeping, bathing, and toilet facilities, as further described in Declaration Article II, Section 2.2(i).

A. **GENERAL**

- 1. Littering is prohibited on the common grounds.
- 2. The planting of annual flowers is permitted in the existing planting beds adjacent to a Home that may extend out up to three feet. The flowers must be consistent in height

and size to the surrounding plantings but must not exceed the height of the first floor window sill. All other plantings require prior written approval from the Board (see Architectural Request Procedure under Article IV, F).

3. Except as otherwise provided in the Declaration or this Handbook, 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, boots/shoes, vehicles excluding licensed automobiles parked in the driveway in accordance with Declaration Article VI, Section 6.3, furniture, clothes/laundry or clothesline, and water hoses when not in use. The following items are permitted to be temporarily placed in the Common Elements so long as such items are returned indoors or to the patio each night: lawn chairs, grills, patio tables, recreational items, and pet items.
4. Tents, camping related equipment, or any type of portable or temporary living quarters are prohibited in the Common Elements.
5. Damage to the Common Elements will be repaired or replaced by the Association at the expense of the responsible Owner. Owners will be held responsible for any damage caused by their Occupants, tenants, or guests. Owners will be notified by written notice of estimated cost for billing. Owners may request a Board hearing.
6. Recreational games within the Common Element must not use equipment like cleats, clubs, goals that damage the lawn. All recreational activities must end by dusk.
7. Noise emanating from the Common Elements that constitutes a nuisance or causes an unreasonable disturbance to other Occupants is prohibited. The local authorities must be contacted to remedy noise emanating from the interior of a Home that constitutes a nuisance or unreasonable disturbance.
8. Solicitation is prohibited on the Common Elements.
9. Skateboarding and rollerblading are prohibited within the Common Elements.
10. Feeding of wildlife is prohibited (Exception: Freestanding bird feeders, within the confines your patio area or attached planting beds adjacent to your Home. Bird feeders must not be permanently attached to any structure.
11. Lawn ornaments, decorations, statuary and plastic flowers are prohibited in the Common Element without prior, written approval from the Board.
12. Owners, Occupants, and guests of Owners and Occupants are prohibited from disposing hazardous materials within the Common Elements, i.e. storm sewers and drains, etc.

B. CONTRACTORS

Neither Owners nor Occupants are permitted to give work instructions to any Association service contractor, i.e. landscaper, snow removal, exterminator, etc. This requirement is not

intended to reduce or refuse service. It is simply an administrative procedure to assure that the contractor is performing the work in accordance with their contractual agreement. All service contractor requests must be submitted to the Management Company. Neither the Association nor the Association's service contractors will be held responsible for maintenance, repair, or replacement of an Owner's/Occupant's personal property in the Common Elements.

Any maintenance performed by a vendor on behalf of an Owner at the Owner's expense will not be reimbursed if that Owner did not contact the Management Company and utilize proper channels to notify Management prior to commencing work that the Association is responsible for, in order to have the maintenance issue remedied.

C. GARAGES AND PARKING

1. The garage must be used as the primary parking space for all Owners and Occupants and parking pads in front of garages should be used as secondary parking.
2. Guest parking is primarily for the use of guests of Owners and Occupants. Owners/Occupants may utilize the guest parking for their vehicles.
3. Parking is prohibited at all times in unpaved portions of the Property.
4. Overnight parking between 12:00 a.m. and 5:00 a.m. on roadways is discouraged between November 15th and April 15th of each year, to accommodate snow removal.

D. MOTOR VEHICLES

1. All vehicles on the Association Property must bear current license tags.
2. The following vehicles are prohibited from being parked, stored, kept, or maintained within The Property:
 - i. Trucks in excess of $\frac{3}{4}$ ton, unless temporarily parked in the Home's pad for purpose of loading or unloading for a period of time not to exceed 12 consecutive hours, making a delivery, or providing temporary services to a Home or the Common Elements.
 - ii. Vehicles licensed, painted, or signed for commercial purposes or any other vehicles with commercial apparatus (e.g. ladders or commercial equipment) unless making a delivery, providing temporary services to a Home or the Common elements, or enclosed within the owners garage.
 - iii. Trailers, boats, off road or recreational vehicles, except for the purposes of loading or unloading, these vehicles may be temporarily parked on the Home's driveway for a period of time not to exceed (12) consecutive hours.
 - iv. Junk vehicles, which are defined as any vehicle that the surface has 50% or more rust or is extensively damaged, such damaged including, but not being limited to,

Date Enacted: April 2017

Date Effective: July 2017

Page 7 of 24

any of the following: a broken window or windshield, or missing wheels, tires, motor, or transmission.

4. Vehicles that are leaking fluid are prohibited from the Common Elements. Owners are responsible for the immediate cleanup of any leaked fluids.
5. Only minor maintenance to motor vehicles, e.g. exterior/interior cleaning or changing tires is permitted within the Common Elements. Oil changes and other engine maintenance are prohibited within the Common Elements.

E. SIGNS

1. Except as otherwise specifically provided below, signs are prohibited from being displayed on or from any part of the building/Home that is visible from the exterior or the Common Elements unless prior, written approval of the Board is obtained.
2. One professional "For Sale" sign is permitted to be displayed on the interior side of one window of a Home. Owners are permitted to place one "Open House" signs at the street entrance, one "Open House" sign in front of the Home, and directional arrows at strategic points within the property only on the day when an Open House is being held. The signs are to be customary, professional signs not to exceed 2' wide x 3' high as installed above ground, including the frame or post. All signs and arrows must be immediately removed at the end of the Open House period. The once a week rule does not apply to real estate agents who are having an extra "Open House" to show the Home exclusively to other real estate agents. All other signs are prohibited without prior written approval from the Board and may be removed and stored at the Owner's expense if displayed without Board approval.
3. One security company sign, not exceeding two feet in height may be displayed in the front shrub bed adjacent to the Home.

F. PETS

1. "Prohibited Dogs," dog deemed to be "vicious," "exotic" animals (e.g. snakes, lions, pigs), all as further defined in Declaration Article VI, Section 6.6 as amended, are prohibited on the property.
2. A maximum of two domestic household pets may be maintained in any Home.
3. All pets must be kept on a hand-held leash, not longer than 6 feet, and under the control of the owner at all times when outside the Home within the Common Elements.[Hudson Ordinance 618.01}
4. Pets may not be tied, fenced or housed outside of a Home for any time period.
5. All pet owners are required to immediately and completely remove all feces dropped by their pet(s) and dispose of it in a proper sanitary manner.

6. Pet owners will be liable for any and all damages caused by their pet to any Common Elements, including, but not limited to, shrubs, bushes, trees, and grass.
7. Washing and/or grooming of pets within the Common Elements is prohibited.
8. The Board may terminate your right to maintain your pet at its full and complete discretion if the Board determines that maintenance of the pet constitutes a nuisance or creates a detrimental effect on the Association or other Owners. Examples of nuisance would be unruly behavior causing personal injury or property damage, continuously or incessantly noise for a period of ten minutes or intermittently for two hours any time of the day or night, pets who exhibit aggressive or other dangerous or potentially dangerous behavior, pets in the Common Area who are not under the complete physical control or a responsible human companion and on a hand-held leash of no more than six feet in length or in an animal carrier.

G. RUBBISH REMOVAL

WEDNESDAY IS REGULAR SCHEDULED PICK UP DAY. Holiday trash and recycling days are postponed to the next business day.

1. Charges for this service are part of your maintenance assessment and invoiced to the Association. Questions concerning this service should be directed to the Management Company.
2. All rubbish must be placed in securely tied plastic bags BEFORE disposing in a rubbish container(s). It is recommended that the rubbish container(s) be marked with your Home address.
3. Rubbish containers must be placed at the curb on the concrete driveway intersecting with Cutler Lane. Rubbish containers must be collectively staged to one side or the other as not To block ingress and egress.
4. Rubbish containers, recycling containers, or large item pickups may only be placed out at the end of the driveway the evening prior to the weekly scheduled rubbish pickup and containers must be stored back in the garage the same evening of the scheduled rubbish pickup.
5. Occupants must call the Management Company and notify them of large item pickups in advance, i.e. furniture, appliances, carpeting, etc. There may be an additional charge by the refuse company for large item pickups, which would be the responsibility of that Owner and be applied to their maintenance fee account accordingly.
6. Holiday trees should be placed on the lawn area next to where the rubbish containers are placed for weekly rubbish removal.

III. MAINTENANCE AND REPAIR RESPONSIBILITIES

The Declaration and Bylaws should be read by all Owners and Occupants. Together, they fully explain the operation, maintenance, finances, etc. of the Association. We have taken some of the following information from these governing documents to assist you in maintaining your individual homes.

A. ASSOCIATION RESPONSIBILITIES

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

1. Exterior surfaces of the Home, i.e. -structural portions of the roof (including roof decking), siding, and painting (including the surface of the garage doors), power vents, ice cables,
2. Shutters, gutters and downspouts;
3. Roadways, driveways and parking areas (excluding patio slabs and front walkways),
4. All aspects of the Common Element landscaping;
5. To reasonably remove the accumulation of ice and snow (2" or more) from the road, drives and front door walkways;
6. Common Element exterminating;
7. Exterior post lights to include bulbs and exterior lighting fixtures attached to a Home (except for the replacement of the light bulbs);
8. Mail boxes and mailbox pedestals;
9. Street and address signs;
10. Common Element fencing, including patio fencing and gates (SEE PATIO PAGE 12);
11. Master insurance policy which includes casualty insurance as described in Declaration Article IX, Section 9.1(e), as amended;
12. All utility lines, pipes, lawn sprinkler systems, conduits, wires and cables located on the Common Elements outside a Home, except for those installed by an Owner or Occupant or as future provided below: and
13. Utilities not separately metered.

These are only some of the items listed in the Declaration. For more complete information please refer to the Declaration Article IX, Section 9.1 as amended.

B. OWNER RESPONSIBILITIES

Any maintenance performed by a vendor on behalf of an Owner at the Owner's expense will not be reimbursed if that Owner did not contact the Management Company and utilize proper channels to notify Management prior to commencing work that the Association is responsible for, in order to have the maintenance issue remedied

The Owner is responsible for the maintenance, repair, and replacement of the following items, as further outlined in Declarations Article IX, Section 9.2 as amended:

1. All structural walls and the foundation of the Home. Each Owner has equal shared responsibility of all shared walls separating one Home from another;
2. All windows (including skylights), screen and doors (excluding the painting of the garage door), including the frames, sashes and jambs, and hardware exclusive to the windows and doors;
3. All heating, cooling and ventilation equipment exclusive to the Home, to include the exterior pad for the A/C compressor unit.
4. To promptly replace light bulbs in any light fixture affixed to the exterior of their Home as required.
5. All utility service lines, pipes, (to include exterior water spigots), wires, and conduits exclusive to the Home and located within the Home or the lot;
6. Interior exterminating;
7. Patio slabs and front walkway adjacent to your Home (except for ice and snow removal as stated in Handbook Section III);
8. Any approved architectural requests made to the Common Elements and/or exterior modifications will be the sole responsibility of the Home Owner, current and future, to maintain, repair, and replace.
9. Each Unit Owner must have their own casualty and liability insurance coverage. Owners are responsible for insuring their Homes and(lot) in accordance with Declaration Article IX, Section 9.2(d), as amended, evidence of which must be provided to the Association annually. Only the Board may file claims against the master insurance policy obtained by the Association. Your individual insurance coverage should coincide with the Association's insurance policy. It is suggested that you or your insurance agent contact the Association's insurance agent. You can contact the Management Company for the name and telephone numbers of the Association's insurance agent. Note the insurance coverage requirements were amended in 2014.

C. WINDOWS AND DOORS (Owner Responsibility)

1. Replacement of exterior doors and windows is the responsibility of the Owner and the following architectural guidelines must be followed:

Date Enacted: April 2017

Date Effective: July 2017

Page 11 of 24

- a. The replacement door or window must aesthetically be identical in appearance, size pattern, quality and color to the door or window being replaced, the exterior of the window must be white and the style double hung with a grill.
 - b. The front entry door may have a Door Viewer (peephole). The front entry may also have a Video/Doorbell located as a replacement for the original doorbell.
 - c. Any modifications to a door or window must be submitted in writing to the Board of Directors via the Management Company for written Board approval. Modified replacements must not take place before written Board approval is received.
2. Use of plastic or other non-glass window or door liners is prohibited on the Home's exterior. Any interior installation of these products that become bubbled, worn, or discolored and is visible from the exterior must be replaced or removed immediately.
 3. Broken window panes or torn screens must be replaced by the Owner immediately at their expense.
 4. Permissible window treatments are defined as curtains, draperies, and vertical or horizontal louvers. Bed sheets, newspapers, or other non-window coverings inside of windows are prohibited. Window treatments must appear to be installed correctly and in good condition when viewed from the exterior of the Home.
 5. Installation of storm doors requires the written, prior approval of the Board.
 - a. Storm door frames must be white or the color of the front entrance door with a clear full single pane of glass.
 - b. Storm doors may contain a retractable screen with a clear pane of glass.
 6. Garage door replacement requires prior written approval from the Board.
 - a. Garage door replacement must be aesthetically identical to the door being replaced in appearance, size, color, pattern, material and quality.

IV. HOME RESTRICTIONS

A. GENERAL

1. Any alteration to the Common Elements or Home exterior are prohibited without the prior written approval of the Board, unless otherwise provided for in this Handbook or Declaration. Any request to alter the Common Elements or Home must be submitted to the Board, in writing, at least 30 calendar days before the intended project commencement date.
2. Garage sales are prohibited.
3. Professionally conducted Estate Sales are permitted with prior approval of the Management Company.
4. The placement of awnings, screens, wiring, air conditioners or other items is prohibited on the exterior, or to be visible from the exterior of any Home, without prior written approval of the Board.

Revised: January 7, 2019

Date Enacted: April 2017

Date Effective: July 2017

Page 12 of 24

5. To submit a request for an exterior modification, the Owner(s) must be current in all fees and assessments.
6. Planting flowers of an annual variety is encouraged and must be maintained by the Owner. Examples of approved plantings include: mums or tulips. Planting or removal of perennials, trees, deciduous shrubs or expansion of flower bed areas must have the prior written approval of the Board. Planting must be within three feet of the exterior wall of Home.
7. Door, porch, gate or fence decorations that are seasonal in nature are permitted during that holiday period only and may not be installed more than three weeks prior to and must be removed no later than 15 days after the holiday, weather permitting. Decorations must not cause damage or discoloration to the exterior surfaces of the Homes, fence or gate.
8. The operation of any aerial remote control device is prohibited on the Common Elements. Non-resident commercial operation may be permitted with prior Board approval.

B TELEVISION DISH; Owners are not permitted to install a satellite dish or antenna in the common elements without prior Board approval, which can include signing a waiver and release form. A dish may be installed on the owners roof.

The Board should be consulted to help the Owner determine the location of the dish/antenna. Cable service is available through Spectrum Cable if desired. Exterior cable installation is prohibited without prior, written approval from the Board or the Management Company.

C. FLAGS

1. A standard-sized flag (not to exceed 3' x 5') of the United States of America, POW/MIA, and/or State of Ohio flag is permitted to be mounted and displayed on the exterior WITH BOARD APPROVAL:
 - a. by a flag wall mount attached to a supporting stud; or
 - b. up to a maximum 20 foot flag pole in any mulch area adjacent to the installers section of the unit.
2. The flag must be made of nylon, polyester, or cotton.
3. The location of the flag must not interfere with the use of any walkways or obstruct the view of any driveways for motorists or pedestrians.
4. The flag must immediately be removed and/or replaced if it is worn, faded or tattered.
5. A flag left up after sundown must be lit. Prior, written Board approval is required before the installation of such lighting.

6. A sport or organizational flag/banner maybe displayed on the day of a game or event.
7. A Blue star banner, a gold star banner, and any other flag the Secretary of Defense designates as a service flag may be displayed in a window of the residence of a member of the immediate family of an individual who is serving in the armed forces of the United States.

D. GRILLING

1. In accordance with the Ohio Fire Code, open-flame cooking devices and liquefied-petroleum-gas-fueled cooking devices (propane tanks); Charcoal burners, and other open-flame devices must not be operated on combustible balconies or within (10) feet of combustible construction. Violations of the Ohio Fire Code should be reported to the local Fire Department at the nonemergency telephone number of (330) 342-1870.

E. PATIOS

1. Any modifications and/or additions to patios must be submitted in writing to the Board of Directors via the Management Company for written Board approval. Modifications and/or additions cannot take place before written Board approval is received.
2. The patio must not be used for storage of any item other than patio items such as patio furniture, grills, plant stands.
3. Patio fences that were installed as of May 2016 must comply with the following Board policy Adopted on April 25, 2016:
 1. All fences and gate replacements must be installed in the same configuration as originally installed by the developer with the following exceptions:
 - a. Gates or sections of fences that were removed or modified with the written approval of the Board, including prior Boards (that permission will be honored and (no replacement of those sections will be required); and
 - b. Should an Owner wish an exception to the above, he/she should apply to the Board immediately for that exception.
 2. The following exceptions will be considered by the Board:
 - a. Removal of one section of the fence (facing the woods), provided it does not expose a patio to open view from the roadway/drive way
 - b. Removal of a gate (from a Home with a gate); and
 - c. Addition of a gate at a Home that previously did not have a gate; in this case, the Owner must pay for a gate(as gates were an option at the time of construction and incurred an additional cost that added to the value of the Home and benefitted succeeding Owners).

3. As of May 2016 future requests to remove or install a gate or remove or install a section of fence will be at the cost of the Owner, not the Association.

F. ARCHITECTURAL REQUEST PROCEDURE

1. A Written architectural request to modify the Common Elements and/or exterior of the Home must include the following to allow the Board to make an informed decision:
 - a. Provide a detailed description of the request modification;
 - b. Provide a detailed rudimentary drawing of the modification, i.e. indicating dimensions, colors, type of material, etc.; and
 - c. Include any manufacturer brochures, pictures, etc. if available.
2. Work must not commence before written approval from the Board is received.

G. SALE OF A HOME

1. Within seven days of executing a purchase or sales agreement, the Owner, title company, or real estate agent must notify the Management Company and make arrangements for a maintenance fee update letter. At the same time as above, the Board encourages the Owner to share the following information with the Management company:
 - a. Names of all Occupants;
 - b. Home and business mailing addresses;
 - c. Home and business telephone numbers;
 - d. Name, business address and telephone number of any person who manages the Home on behalf of the Owner;
 - e. Sales price; and
 - f. Mortgagee.
 - g. Any change in the information in items a through d should be provided to the Management Company within thirty (30) days of the change.
2. The Management Company will coordinate the paperwork with banks, real estate agents, appraisers, and escrow agents. A transfer fee for these services may be charged to the
3. See page 7-8 section on Sign usage.

4. The seller is responsible for providing the following items to the buyer:
 - a. Copy of the Declaration and Bylaws, and any amendments to same;
 - b. Copy of the Handbook;
 - c. Copy of all architectural modification approvals; and
 - d. Home access door key(s) and garage door key(s).

H. LEASING OF A HOME

The following reflects the amendment to Declaration Article VI, Section 6.18, entitled "Renting or Leasing," which was recorded on October 16, 2003,:

1. Renting or leasing is prohibited; unless you acquired ownership of your Home and were renting your Home at the time the amendment was recorded, and you had registered your Home as a rental with the Association within three months of the recording of the Amendment
2. Except for hardship exceptions, or registered rentals described above, Homes must only be occupied by the Owner(s), parent(s), or children of the Owner.
3. Leasing a Home for transient or hotel purposes, defined as periods of less than six consecutive months, or providing hotel, laundry and similar services, or roomers/borders, is prohibited. Sub-leasing is prohibited. Homes may not be used as an Airbnb.
4. To avoid an undue hardship or practical difficulty, Homes may be leased to a specified lessee for a one-time period of not-less-than six months and no-more-than (24) months consecutive months.
5. The Owner is encouraged to provide the Management Company with the following information before the tenant takes up residence
 - a. Copy of the lease;
 - b. Full name of tenants(s);
 - c. Names of all Occupants of the Home; and
 - d. Home and business telephone numbers of tenant(s).
6. The Owner is responsible for tenant violations of the Declaration, By-laws, and/or This Handbook. The Owner must continue to be responsible for maintenance fees, enforcement assessments, and all other damages and any recourse the Association may wish to take against a tenant who is in violation.

I. OCCUPANCY RESTRICTIONS

Sexual predator or habitual sex offender are not permitted to occupy a Home in the Villas of Hudson. (Amendment in the Declarations filed 5/2/2006-Article VI, Section 6.22)

J. MOVING

Move-ins and outs may only take place between the hours of 8:00 a.m. and 8:00 p.m.
Move-ins and outs may not unreasonably disturb or inconvenience the other Occupants.

K. COLLECTION POLICY (Enacted in June 2017)

1. The Management Company provides statements and envelopes to each Owner on a monthly basis. All checks should be made payable to the "Villas of Hudson Homeowners Association."
2. All assessments, charged against the Home are due on the first (1st) day of each month and are considered late if not received by the fifteenth (15th) of each month.
3. An administrative late charge of fifty dollars (\$50.00) per month will be assessed on any late payment or on any unpaid assessment (Subject to increase upon further notice).
4. Any payments on unpaid assessments will 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.
5. Any unpaid assessments may result in the Association filing a lien, a suit for money judgment, and foreclosure. Once judgment is obtained, the Association may proceed with post-judgment actions, including, but not limited to bank attachments and wage garnishments.
6. Any costs, the Association incurs in the collection of unpaid assessments including, but not limited to, attorneys' fees, recording cost, title reports, and court cost, will be charged against the Home.
7. If any Owner (either by their conduct or by the conduct of any Occupant) fails to perform any act that they are required to perform by the Declaration, Bylaws or the Handbook of Rules and Regulations, and information, the Association may, levy an enforcement assessment or undertake such performance or such violation, after giving proper notice and an opportunity to request a hearing. Any cost the Association incurs in taking such action will be charged against the Home
8. Any unpaid assessment more than 30 days due may result in the Association suspending privileges attributed to the Unit, including, but not limited to, the right to vote, the right

Date Enacted: April 2017

Date Effective: July 2017

Page 17 of 24

of Unit Owner(s) and Occupants(s) to use any amenities and the ability to apply for architectural approval.

L. COMPLAINT PROCEDURE

1. Complaints concerning any violations must be made to the Management Company in writing and must be signed by the individual filing the complaint. Violation reports via email are acceptable.
2. Reports of violation must include violator's name or Home address (both if available) and a detailed description of the alleged violation, i.e. date, time, location, etc.
3. The Board of Directors and/or the Management Company will, in most cases, contact the alleged responsible 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 Owner will be subject to an enforcement assessment in accordance with the assessment provisions contained in the Handbook Section N, Enforcement Procedures and Assessments for Rule Violations.
5. Copies of complaints and the identity of the complaining party will be made available to the alleged violator in the event of an enforcement assessment hearing.

M. PUBLIC COMMENT POLICY (Adopted November 4, 2013)

The Board encourages members to contact the Management Company concerning Association issues. In cases where the Board's involvement is required, the Management Company will bring the issue(s) before the monthly Board meeting. The Board believes this procedure is the best way to resolve issues and encourages members to follow this procedure where practical.

In an effort to make an Owner's experience positive when speaking to the Board, the Board established a Public Comment Policy. A special time will be set aside on the agenda of the monthly Board meeting for receiving comments, suggestions, and questions from the Owners. All comments during the "Public Comment" period must follow the following procedures:

1. When possible, a Owner(s) will submit a request and any paper work to the Management Company by the 25th day of the month so the Owners may be recognized and any paperwork read in advance of the next monthly meeting by the Board.
2. Owner(s) who wish to seek or provide information at the monthly Board meeting should check in with the Board President before the meeting is called to order.
3. The Public Comment session will take place after the committee reports as called for in the agenda order.

Date Enacted: April 2017

Date Effective: July 2017

Page 18 of 24

4. A Public Comment period will not exceed 30 minutes at the monthly meetings. This time period does not apply to the annual meeting or special meetings called by the Board to discuss specific issues of concern to all Owners of the Villas of Hudson.
5. Each Owner to speak at the monthly meeting will have a maximum of three minutes to make his/her inquiry/comment.
6. One Owner will be recognized at a time. In the event a group of persons has a concern, in the interest of clarity and time, it would be in the group's interest to appoint one designed person to speak.
7. Speakers will be recognized by the President and begin by stating their name and address the first time they speak.
8. Statements are to be directed to the Board as a whole and not individuals. Public Comment is not intended to require the Board to provide any answers to the speaker at the current meeting. The Board should not be expected to react to any handouts provided for the first time during the Public Comment period.
9. Any action on issues brought up in the monthly Public Comment period will be at the discretion of the Board. The Board should not be expected to take an action on issues for which they have not had the opportunity to fully investigate and gather complete information. The Board cannot discuss items not on the agenda except in an emergency situation where it would not be practical to delay action.
10. Owners may request an item to be placed on the agenda of the next scheduled monthly meeting.
11. Owners will be courteous in their presentation to all in attendance.
12. Board members should listen and take notes but never debate a speaker/Owner.
13. In accordance with Ohio law, the Board is not required to discuss: matters that are closed session items including, but not limited to, communication with legal counsel or attorney work product pertaining to anticipated or pending litigation, information that pertains to property-related personnel matters or transactions current under negotiations, information that related to the enforcement of the Declaration, Bylaws, or the Handbook, items which are made confidential by law, or information contained in a contract or other agreement containing confidentiality clause.
14. All applause will be held until the end of the Public Comment period.
15. While neither Ohio law nor the Declaration and Bylaws require the Board to hold open meetings, this Board is working to be as transparent as possible with its Members.

Adopted November 4, 2013

N. ENFORCEMENT PROCEDURES AND ASSESSMENTS FOR RULE VIOLATIONS

1. The Owner is responsible for any violation of the Declaration, Bylaws, or the Handbook of Rules, Regulations, and Information, by the Owner, guest(s), or the Occupants, including tenants and employees, if any, of his or her Home.
2. Notwithstanding anything contained in this Handbook, the Board has the right to proceed, immediately or otherwise, with legal action for any violation of the Association's governing documents, as the Board, in its sole discretion may determine. The entire cost of effectuating a legal remedy to impose compliance, including court costs and attorneys' fees, will be added to the account of the responsible Owner.
3. All costs for extra cleaning and/or repairs to the Common Elements other property stemming from any violation also will be added to the responsible Owner's account.
4. In addition to any other action and in accordance with the procedure outlined in Section 5 below, the Board may a)levy an assessment actual damages and/or b) levy a reasonable enforcement assessment per occurrence, and/or c)if the violation continuous and ongoing in nature, levy a reasonable enforcement assessment per day.
5. Prior to the imposition of a charge for damages to the Common Elements or other property, or an enforcement assessment for a violation, the following procedure will be followed:
 - a. A 15 day written notice(s) will be served upon the alleged responsible Owner specifying:
 - i. If applicable and in the absence of any emergency involving imminent risk of damage to home or to the Common Elements or other property or to the health or safety of any person, a reasonable date by which the Owner must cure the violation to avoid the proposed charge or assessment;
 - ii. A description of the property damage or violation;
 - iii. The amount of the proposed charge (or, if unknown, a reasonable estimate of the proposed charge) and/or enforcement assessment; and
 - iv. A statement that the Owner has a right to, and the procedures to request, a hearing before the Board to contest the proposed charge and/or enforcement assessment.
6. To request a hearing, the 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 Section 5a above.
 - a. If an Owner timely requests a hearing, at least seven days prior to the hearing the Board will 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.

- 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 will become a part of the hearing minutes. The Owner will then receive notice of the Board's decision and any charge for damages or enforcement assessment imposed within (30) days of the hearing.
7. The Association may file a lien for an enforcement assessment and/or damage charges that remain unpaid for more than (10) days.

O. HIGH SECURITY RESIDENTIAL KEY BOX POLICY

The purchase and installation of key box is the decision and responsibility of the Owner. Key boxes are used to secure residential entrance keys to be used by fire, police, and medical emergency crews, for access to your Home in the event there is an emergency and you are not home or are unable to answer the door. They eliminate needless, costly forced entry damage and ensures immediate entry by emergency responders. Key boxes are reasonably secure, as the City only uses Knox Boxes that utilize a single key to open the box where the key for the individual Home is kept. A Knox Box key is locked in each emergency unit and in order to release the lock the unit must radio dispatch to release the lock and then tell dispatch when it is returned. This ensures more than one person is involved and the actions are recorded.

The currently acceptable key box is a Knox Box Residential 1650 unit with a lift off door. Owners may obtain order information and coordinate installation through the Hudson Fire Department.

The Hudson Fire Department will determine if the installation should be on the garage door jamb above the garage door key pad at a height of six feet above the ground or hang on the front entry door to the unit. The Knox Box is a very strong security device that **MUST** be mounted properly to ensure maximum security and ability to resist physical attack. Mount the Knox Box per in accordance with the manufacturer’s mounting instructions for Surface Model 1650 using four Grade 5 or Grade 8 lag screws to securely fasten the key box to the garage door jamb. Use an appropriate door hanger for the front entry door.

Owners remain responsible for any damage to the exterior of their Home caused by installation or removal of a security key box.

Installation of a security key box is a modification to the exterior of a building and as such must be approved by a motion of the Board of Directors. A signed copy of this policy indicating compliance with the terms of this policy and will suffice as an application for approval of the installation of a security key box.

As the Owner of _____Cutler Lane, Hudson, Ohio, I hereby apply for approval of the installation of a security key box.

Owner Signature _____ Date _____

PO Box 1714 • Stow, Ohio 44224 • Phone 330.688.4900 • Fax 330.688.4932

www.karecondo.com

Revised: January 7, 2019

Date Enacted: April 2017

Date Effective: July 2017

Page 22 of 24

P. SATELLITE DISH INSTALLATION GUIDELINES AND RULES

Installation of any satellite dish/antenna in the Common elements is prohibited. Any Owner contemplating the installation of a satellite dish/antenna elsewhere on the Property (ground) must obtain and comply with the Association's Satellite Dish Rules and Regulations and must submit a drawing to the Board of Directors indicating the proposed location, height, and screening materials to be used. A copy of the Satellite Dish Rules and Regulations may be obtained from the Management Company.

1. The Owner is responsible for any and all damage caused to the Common Elements and exterior of the Home in conjunction with the installation, maintenance, use, removal, and operation of the dish. Any dish that is not properly maintained will be subject to removal by the Association and all related costs will be the responsibility of the Owner.
2. There must be a minimum of exposed wiring attached to the roof or siding of the Home.
3. The dish must be removed upon the sale of the Owner's home and all associated Common Elements (if any) and exterior surfaces must be restored to their original condition unless express written approval from the Board is obtained to the contrary.
4. If, for any reason, it would become necessary to remove the dish in order to facilitate an exterior repair designated as the responsibility of the Association the cost to remove and to reinstall the dish would be the Owner's responsibility. An example is, including but not limited to, re-roofing of the Home or building.
5. If any of the foregoing rules or provisions is declared void, such rules or provision will be deemed severed from these rules and provisions, which will otherwise remain in full force and effect.

NOTE: The above guidelines are intended to be flexible to provide the Board with the ability to address any and all circumstances that may arise in connection with a request to install a satellite dish. All decisions by the Board will be documented and maintained in the Association's meeting minutes records, including any extenuating or unique factors involved in the decision making process. As with any Board promulgated rule, the Board reserves the right to add to, delete, modify or otherwise amend the above guidelines as it deems necessary for the health, safety, and comfort of all Occupants.

R. IMPORTANT CONTACT INFORMATION

KareCondo, a professional communication association Property management firm, handles the day-today management of the Association. It 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 at (330) 688-4900. KareCondo’s 24/7 emergency number is (330) 734-8303 and should only be utilized for true emergencies that threatens Association Property. If you have an emergency which threatens people, please call 911.

KareCondo:

Customer Service(330) 688-4900
Fax(330) 688-4932
Emergency (330) 734-8303
Kare Condo Websitewww.Karecondo.com

Emergency:

Police/Fire/EMS Emergency911
Police - Non Emergency(330) 342-1800
Fire – Non Emergency(330) 342-1870
EMS - Non Emergency.....(330) 342-1840
Hudson City Hall(330) 342-1700
Summit County Sheriff.....(330) 643-2181
Poison Control Center(216) 231-4455

Utilities:

City of Hudson Electric(330) 342-1710
Dominion East Ohio Gas(216) 361-2345
City of Hudson Water/Sewer(330) 342-1710
Windstream(800) 347-1991
City of Hudson Recycling(800) 342-1750
Spectrum Cable(877) 772-2253

General:

Akron Beacon Dealer(800) 777-2442
The Plain Dealer Circulation(800) 362-0727
Hudson Post Office(330) 650-6779

Villas of Hudson Homeowners’ Association Web Site:

www.karecondo.com/VOH126/Welcome