

Villas at Oregon Trails Condominium Association

OWNER'S HANDBOOK of RULES & REGULATIONS



Effective Date – October 1, 2017

To All Unit Owners:

Welcome to Villas at Oregon Trails Condominium Association. The Board of Directors for the Association hopes you enjoy condominium living. Our charge as Board Members and as owners is to maintain Villas at Oregon Trails as a desirable place in which to live. To help accomplish this objective, Rules and Regulations were established at the start of the condominium development. This is the second revision since 2007. There have been many changes in State laws, which affects condominium living in general and necessitates this latest update.

These Rules and Regulations are meant to be common sense and based on consideration of the health, safety and comfort of all who live here. The Board hopes you find them beneficial. The Board is authorized to promulgate and enforce these rules by the Declaration and Bylaws, particularly Article III, Section 2 (q) of the Declaration and Article IV, Section 15 (f) of the Bylaws.

It's important to note some of the key financial issues and recent amendments to the bylaws:

- The Reserve Fund is “fully funded” per State law as of 2006
 - Being fully funded is an important milestone for maintaining the financial health of the association. State law mandates that every member/owner be involved and aware of the Reserve Fund status and that this information be made available to prospective buyers. Being fully funded helps maintain the property value of all the condominium units.
- 2003 Amendment - Occupancy Restriction
 - This amendment basically states that no person who is determined by law to be a sexual predator may reside or occupy a condominium unit.
- 2003 Amendment – Renting or Leasing
 - This amendment basically states that an owner shall not lease or rent out the condominium unit. The purpose of this amendment is to create a community of resident owners.
- Several other amendments were also enacted after the passing of Ohio House Bill 135 in July 2004 and should be included with each owner’s Declarations and Bylaws.

Please read this booklet carefully and use it as a reference whenever necessary. If anything arises that is not directly covered or you have questions please contact our management company noted in Appendix A. Additional information is also contained in the Declaration of Condominium Ownership and Bylaws as recorded in Summit County Records.

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.

Before moving into Villas at Oregon Trails you should have received a copy of the Rules and Regulations and the Declaration and Bylaws from the previous owner. If you do not have these documents they can be obtained for a small fee from the management company.

The Board of Directors

Villas at Oregon Trails Condominium Association (VOT), Stow, Ohio

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General Information:

Our Community:

The Condominium property is located on 4.8 acres in the City of Stow and is comprised of 28 Units contained in 7 buildings located on Villas Drive.

Definitions:

Common Elements are all portions of the Condominium Property exclusive of the individually owned condominium Units. These areas are owned 'in common' by all Unit Owners in the Association and reasonably maintained, according to the Declaration and Bylaws, by the Board of Directors.

Limited Common Elements are part of the Common Elements that are set aside for each Unit's exclusive use. These areas include the patio space, unit planting area and plantings and anything that services only that Unit. Each Unit Owner is responsible for the maintenance and upkeep of those areas. These areas are also referred to as "**Exclusive Use Areas**"

Stow Municipal Services:

Our Association is serviced by the Stow Police, Fire & Emergency Medical Services Department. Residents are responsible for reporting to the Stow Police any acts of vandalism, criminal activity or violation of any Stow Ordinance such as noise, etc.

Mailboxes – The mailboxes are owned and maintained by the US Postal Service. The Association does not have additional keys. Should you have concerns regarding the mailboxes please contact the Stow Postmaster. (See Appendix 'A')

Governance and Management:

As a private Condominium Association we are governed by Declaration and Bylaws and by the Rules and Regulations. We elect a Board of Directors, to manage the Association's business affairs for all Unit Owners. All Board Members are volunteers.

The Board of Directors, on behalf of the Association, has retained the services of a professional management company, hereafter referred to as the Association Property Manager, to handle day-to-day operations of VOT. See Appendix "A" for current Association Property Manager.

An Annual Membership Meeting is scheduled each March to review the previous year's business and to elect Board Members. It is a Unit Owner's right, by law, to elect Board Members to represent the Unit Owners and this should not be taken lightly. Remember, you are choosing someone to represent your interests in any association business decisions. You only have one vote per year, per unit, please use it wisely.

Channels of Communication:

The Board of Directors consists of three (3) 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 scheduled meeting, generally held on the third Tuesday of even-numbered months. Unit Owners are encouraged to attend. It is policy of the current Board to reserve 15 minutes before the beginning of a regular meeting for an Owners Forum. This a time set aside for Unit Owners to bring information or general concerns to the Boards attention.

Meeting times and location occasionally change, so please call the Association Property Manager ahead of time, to confirm the meeting time and location.

Please remember to call the Association Property Manager with routine concerns or urgent issues and not wait until a Board Meeting.

In between the regular 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 Unit 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. In case of 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.

Restrictions on Leasing of Units:

A Unit may not be leased by a Unit Owner to others for business, speculative, investment, rental, or any other purpose. The purpose of this restriction is to create a community of resident owners.

This restriction does not apply to: A) Units that are occupied by the parent(s) or child(ren) of the Unit Owner; or, B) any Unit Owner leasing his Unit at the time of recording of this amendment with the County Recorder which was August 5, 2002, and who has registered his Unit as being leased with the Association within three (3) months of the recording of this amendment. These Unit Owners may continue to lease that Unit until the title of that Unit is transferred to a subsequent Unit Owner.

To meet a special situation and to avoid an undue hardship or practical difficulty, the Board may grant permission to a Unit Owner to lease his/her Unit to a specified lessee for a one-time period not less than **six** (6) consecutive months nor more than twenty-four (24) consecutive months. The one-time hardship exception of up to twenty-four (24) months may in no event be extended beyond the one twenty-four (24) month period.

In no event shall the Unit Owner lease a unit for transient purposes, which is defined to mean a lease for any period less than **six** (6) full, consecutive calendar months.

All exempted leases must be in writing. The lessee must abide by the terms of the Declaration, Bylaws, Rules and Regulations. The Board is appointed as Agent, with full power of attorney, to dispossess the lessee or otherwise act for the Unit Owner in case of default under the lease or for violation of the Declaration, Bylaws or the Rules and Regulations

Any reference in this document to "Tenants" "Lessee" or "Renters" refers only to those individuals in units within an exempted lease. Currently the Association only has one Unit that is being rented and is exempt under this Leasing Restriction Amendment.

Maintenance Responsibilities in General:

Responsibility for overall maintenance falls on both the Association and Unit Owners. In summary:

Association:

The Association is responsible for the reasonable maintenance for all structures and Common Element parking areas, drives and sidewalks. The Association carries a master insurance policy, including liability, on the buildings and their structural components and all Common Elements. Only the Board may submit claims against the master insurance policy.

Unit Owners:

Within their own Units, Unit Owners are responsible for interior maintenance as well as all doors and windows including the glass and screens in all doors and windows. Repair of any damage caused by Unit Owners, residents and guests is also the responsibility of the Unit Owner. This includes any damage to structures, Common Elements and Limited Common Elements. Unit Owners are also responsible for the maintenance of Exclusive Use Areas, such as planting areas and patios.

Unit Owners must obtain insurance coverage for their personal property and personal liability and any improvements to their Unit. Unit Owner's insurance should cover "studs in" for possible damage to drywall and sub-flooring in the event a Unit Owner's plumbing causes damage to those areas.

Unit Owners are encouraged to consult with their individual Insurance Agent professional.

Specific Rules and Regulations

I. Maintenance Items

Service Requests:

1. All requests for service or maintenance work provided by the Association must be submitted to the Association Property Manager. Poor workmanship by Association hired contractors, or any damage caused by them, should be reported to the Association Property Manager.
2. In matters where there is a dispute over whether the maintenance or repair work is the responsibility of the Unit Owner or the Association, the Board of Directors has the right to determine responsibility. The Unit Owner can appeal an unfavorable decision to the full Board of Directors; either in writing or by appearing at the next regularly scheduled Board Meeting. Any repairs due to damage caused by one occupant to another unit may be repaired by the Association and the cost of such repairs will be billed to the Unit Owner responsible for causing the damage. Billing will be done upon completion of the repairs.

General Repairs:

1. Unit Windows:

- Unit Owners are responsible for necessary window replacement, broken window glass, seals, springs in the window casements, screens, etc.
- All replacement or repairs must be in like kind and color. Any deviations must be approved, in writing, by the Board.

2. Unit Exterior Front Door:

- Painting exterior of front doors is the responsibility of the Association.
- Replacement or any repair is responsibility of Unit Owner, including wood trim, jams, etc.

3. Unit Exterior Lighting Fixtures:

- Replacement or repair of the fixture is responsibility of the Unit Owner.
- Fixture available at Lowes. Portfolio Litshire Oil Brushed Bronze. Model AL0342SORB, Lowes Item 49234.
- Replacement of light bulbs is responsibility of the Unit Owner
 - 60-watt light bulbs are recommended

4. Unit Garage Doors:

- Painting exterior of garage doors is the responsibility of the Association.
- Replacement or any repair is responsibility of Unit Owner, including wood trim, jams, etc.
- Owners are responsible for all hardware, springs, rollers, tracks and openers.

5. Windows:

- Installation of replacement windows requires prior, written approval from the Board.
- Replacement windows must be uniform in appearance when viewed from the exterior of the Unit; this includes the same size, shape and number of grids.

6. Gutter Heating Cables:

- Gutter heating cables provided to all units to avoid ice damming in the winter.
- Unit Owners are responsible for plugging in the cables during the winter months.

7. Storm Doors:

- Installation of storm doors requires prior, written Board approval.
- Door frames must be bronze. (Association Property Manager has exact paint color on file)
- Glass must be clear and full view.
- Changeable summer screen is permitted.
- Frame not to exceed 3" wide.

II. Parking and Vehicle Restrictions

Parking and Parking Areas:

1. Unit Owners/Residents must use their garage as the primary parking space. If a resident has more than two vehicles they must be parked in the Unit's driveway space.
2. There shall be no parking or storing of vehicles on association property of the types listed below:
 - a) Any trailer
 - b) Snowmobile
 - c) Motor bus
 - d) Motor home
 - e) Mobile home
 - f) Recreational Vehicle
 - g) Truck camper
 - h) Three (3) or four (4) wheel off-the-road vehicle
 - i) Any van or truck too large to fit inside the Unit's garage with the door shut
 - j) Boat
 - k) Motorcycle
 - l) Motorbike or Motor Scooter
 - m) Any commercial vehicle (As defined below #4)
 - n) Unlicensed, expired-licensed, or disabled vehicles for a period greater than 24 hours.
3. Any of the above-listed vehicles that are excluded from the Common Elements and designated parking areas adjacent to the driveway of the Units may be kept in the garage of the Unit, providing they can be contained within the garage, and the garage door is able to be closed.
4. Commercial Vehicles, defined as any vehicles that display business names or advertising or are commercially equipped, i.e., racks or ladders or are loaded with construction material or equipment, snow plow blades or salt spreaders, are prohibited unless parked in the confines of a garage.
5. Inoperable Vehicles and Repairs:
 - a. Inoperable vehicles must be kept in the Unit's garage or removed from the property. Minor vehicle repairs are prohibited in the parking lots and should not be made inside of garages except in an emergency.
 - b. Major repairs, bodywork or painting is prohibited.
 - c. All vehicles not properly licensed must be removed from the property.

6. All vehicles in violation of these rules may, in addition to all other remedies, be towed from the property at the Unit Owners' expense.
7. Vehicles Causing Damage to Turf or Driveway:
 - a. Oil leaks, or fluid leaks, on the driveway or other area of Common or Limited Common Elements, must be cleaned up immediately by the resident.
 - b. Efforts must be made immediately to correct the mechanical problem of any vehicle leaking oil or any other surface staining fluids.
 - c. Such repairs must be made off the property or within a garage.
 - d. Unit Owners are responsible for the cost to clean oil, or fluid leak stains from the assigned parking areas, or Common Elements and drives. Any cost to the Association for this clean up will be charged to the Unit Owner.

III. Common Elements

1. Common Elements are everything but the individually owned condominium Units. These areas are owned 'in common' by all Unit Owners in the Association and reasonably maintained, according to the Declaration and Bylaws, by the Board of Directors.
2. Unit Owners are responsible for any and all damage to the Common Elements if caused by a resident, tenant or guest in that Unit. The damage may be repaired or replaced by the Association at the Unit Owners expense and billed to the Unit Owner.
3. Leaving bicycles, toys, playthings, or any other items on the driveways or parking areas is prohibited.
4. Any and all items left unattended in the Common Elements may be removed and stored by the Board of Directors at the Unit Owner's expense.
5. Neither the Association, nor the Association's service contractors will be held liable or responsible for maintenance, repair or replacement of a resident's personal property left unattended in the Common Elements.
6. Unit Owners/Residents and guests must refrain from any activity that creates a nuisance. Any noise that disturbs others is prohibited.

7. Unit Owners and residents must not give work instructions to any service contractor (e.g., landscaper or snow plow operator). The Association Property Manager is in charge of overseeing contractors. All problems or requests must be phoned or mailed to the Association Property Manager.
8. Each Unit Owner should report the need for repairs in the Common Element areas to the Association Property Manager. The report may be phoned in to the Association Property Manager's office and followed in writing.
9. Lawn ornaments and/or lawn furniture are prohibited in Common Elements or outside of patio area. Landscape service contractors will not accept the responsibility of moving the personal property of Unit Owners or residents facilitate grass cutting. Neither the Association nor the Association's service contractors will be responsible for maintenance, repair or replacement of resident's personal property left in Common Elements or outside of patio area.
10. Satellite Dish Installations

The Association has adopted a Satellite Dish Installation & Waiver Form Policy. Any Unit Owner contemplating the installation of a Satellite dish/antenna must first submit a signed Waiver Form including a drawing, or sketch, of the proposed location, height, and any screening materials to be used. A copy of the Satellite Dish Waiver Form and Rules and Regulations may be obtained from the Association Property Manager. **See Appendix B.**

11. Cable TV Installation

The Association has adopted Cable TV installation guidelines. Any Unit Owner contemplating the installation of cable TV services must first obtain a copy of these guidelines from the Association Property Manager. This one page set of guidelines can then be given to your cable TV installation contractor detailing the correct installation procedures. Unit Owner's are responsible to ensure their hired contractors have installed the cable in compliance with the Association guidelines. If coaxial cable is not installed in compliance with the rules, the Association may hire a contractor to remove the cable and bill the charges for said removal plus any additional repairs required, to the Unit Owner's account. **See Appendix C.**

IV. Landscaping and Decorating (Common Elements)

1. Except as specifically permitted in the Rules and Regulations stated herein, no Unit Owner or resident may make any alterations, additions, or other changes to the grounds of any Unit, or to the exterior walls of any Unit, without prior written approval of the Board of Directors. Alterations may be removed at the offending Unit Owner's expense.
2. Residents may plant flowers or decorative plants in the shrub bed adjacent to the Unit. Temporary planters are permitted in the Limited Common Elements; any planting in these areas should not grow on, or attach itself to the Unit.
3. Decorative greenery and plants DO NOT include fruits or vegetables or manmade decorative type items.
4. Any planting in the Common Elements is prohibited, without the prior, written approval from the Board.
5. New or additional planting of trees or shrubs is prohibited without prior, written Board approval. Existing trees or shrubs planted on the Common Elements by Unit Owners or residents, at their expense, which die, may be replaced with a similar tree or shrub at their expense, in the same area. However, a Unit Owner or resident contemplating such a replacement must first submit a request, in writing, to the Board for approval before proceeding.
6. Except for the existing patio fences, installing additional fencing is prohibited.
7. Base exterior color of the Units can be changed only by a majority vote of the Board. Unit Owners are prohibited from painting the exterior of a Unit.
8. Trim or decorative painting is prohibited on any exterior surface of any Unit.
9. No sign or flag may be displayed in windows, on doors, patios, or unit fence, etc. The American flag, not to exceed 3' X 5' in size, may be displayed as long as the mounting bracket is attached to the patio side of a fence post. Windsocks, banners and other decorations are prohibited.
10. The Association, through agreements made by the Board, is solely responsible for the upkeep of all Common Element lawns except as noted in items, 2, 3 and 4. Any additional lawn treatment, including fertilization, chemical weeding, top dressing, reseeding, edging, power edging, mowing, or Common shrubbery trimming, by Unit Owners, is prohibited without Board approval.

V. Patio Areas and Fences (Limited Common Elements)

1. Installing or replacing a patio is prohibited without prior, written Board approval. A written request, including a simple sketch of the proposed patio design, material used and color, must be submitted to the Board in order to initiate the approval process.
2. The approval process for patio installation can be handled quickly by the Board, if the Unit Owner's proposed patio design follows established Association guidelines.
3. Failure to obtain Association approval for a patio prior to construction, or installing a patio disapproved by the Board, may result in removal of the patio at the Unit Owner's expense, or in the Unit Owner incurring additional expense to modify or rebuild the patio to conform to Association guidelines.
4. Patio maintenance and repair is the responsibility of the Unit Owner. Failure to maintain the patio may result in the Board's repairing it at Unit Owner's expense.
5. Alterations or modifications to the Patio Fence are prohibited. Unit Owners or residents must paint the inside of the patio fence for maintenance purposes and must use approved paint colors. Association Property Manager has correct paint color on file.
6. Unit Owners are responsible for patio fence gates and hardware (latches & hinges) as these gates were originally installed as an optional improvement, ordered by the Unit Owner.
7. No objects may be placed or stored upon a patio except those items deemed appropriate and normally associated with patio use. All items in the patio area must be maintained and in reasonably good appearance. Patio furniture and temporary planters should be stored for winter.
8. Propane tanks i.e. attached to barbecue grills are prohibited from being stored inside the Unit or garage of any Unit. (Stow Ordinance 1511.06) When in use the grill must be more than 15ft. from the nearest overhang or any part of the Unit. Propane tanks are to be stored OUTSIDE the Unit on the patio.
9. Hanging baskets will be permitted around individual Units, however, they may not interfere with lawn mowing and the brackets or hangars may not be attached to the siding, soffits, gutters or any portion of the buildings. Sheppard's Hooks are suggested.
10. Permanently installed barbecue grills of any type are prohibited.
11. Holiday and seasonal decorations for doors and patios are permitted for each specific holiday or season, but must be removed within two (2) weeks of the designated holiday.

12. Hanging or placing non-holiday/seasonal decorations in the Common Elements is prohibited without prior, written approval from the Board.
13. Door and patio decorations, and temporary planters that are seasonal in nature, are permitted only during the appropriate season.
14. Use of Tiki Torches, Fire Pits and Chimineas prohibited on the patio or common areas.

VI. Other Rules

A. Signs

1. Signs are prohibited on the exterior of Units or anywhere else on the Common Elements.
2. See also Sect VII-B 'Sale of Units'
3. There shall be no other signs or decals or other items in window, planting beds or anywhere in the Condominium Property. One security sign no larger than 1 foot by 1 foot may be placed in the patio area.

B. Pets

1. Unit Owners and residents are permitted to have common pets. Wild animals or exotic pets are prohibited. No animals, rabbits, livestock fowl or reptiles of any kind shall be raised, bred or kept in any unit or on the Common or Limited Common Elements except for dogs, cats or other household pets provided they are not kept, bred or maintained for any commercial purpose.
2. When any pet is not within the confines of the interior of a Unit, it MUST be kept on a hand-held leash, under the owner's control and not permitted to roam the Common grounds or any area thereof. This includes cats and kittens. This association rule is based on a City of Stow ordinance and any pet running loose is subject to being picked up by the Stow Animal Warden.
3. Unit Owners and residents must prevent their pets from depositing feces in any of the Common Elements. When such instances do occur, it is the pet owner's responsibility to clean up the feces immediately and dispose of the waste in the Unit Owner's sealed trash receptacle. Animal feces carry lingering germs, and when left on the Common grounds present a hazard to public health and safety, especially to children who play on the grassy areas. Non-compliance in cleaning up after your pet may result in enforcement assessment penalties.

4. Unit Owners and residents are responsible for lawn repairs that are necessary due to their pets' destruction of the lawn, trees, or shrubs. This destruction can be caused by repeated urination in the same area.
5. No pet runs, stakes, fixed leashes or ties are permitted in the Common Elements.
6. Allowing a pet to cause unreasonable disturbance during night or daytime hours, or any commotion that results in prolonged annoyance to any neighboring Unit Owner or residents, constitutes a public nuisance. Complaints should be reported to the Stow Police Department.
7. Any pet causing or creating a nuisance or unreasonable disturbance shall be removed from the Condominium Property upon three-day written notice from the Board of Directors

C. Bird Feeders

1. Bird Feeders are allowed within the Patio area provided they are well maintained and the area is kept cleaned. Loose seed or feed may not be thrown on the ground.

D. Wild Animals

1. Feeding of wild animals, other than birds noted above, is prohibited (e.g. cats, squirrels).
2. Loose feed or seed may not be placed on the ground as it attracts unwanted animals such as rodents, skunks, raccoons, possums, geese, stray cats etc.

E. Garage Sales

1. Garage Sales are prohibited.

F. Garages and Garage Doors

1. Garage door openers are installed by Unit Owners and are the responsibility of the Unit Owners.
2. The garage must be used as the primary parking space.
3. There is to be no storage of items in the garage that prohibits the parking of a vehicle inside.
4. Storing flammable or hazardous items in a garage is prohibited.
5. Garage doors should be kept closed when not in use.

G. Operation of a Business on the Property or in a Unit

1. There shall be no business operated out of a Unit, garage or any place on the Condominium Property, without the prior, written consent of the Board.
2. Any business that involves coming and going of clients, employees or deliveries, any noise, parking of equipment or vehicles, or that causes any kind of nuisance on the Condominium Property, or increased Association liabilities, is prohibited.

H. Rubbish Removal

1. Trash collection service is provided weekly to all Residents. Wednesday is trash collection day. Holidays falling on Mondays, Tuesdays, Wednesdays or Thursdays will delay collection by one day. Any other change in pickup day will be posted by the Association Property Manager or the sanitation company on the mailboxes or published in a newsletter.
2. Trash is to be placed at curbside either Wednesday evening or early Thursday morning. The trash collection company requests that trash should be placed at the curb no later than 6:00 AM the morning of pickup.
3. Trash for pickup must be put in standard trash containers with a secure lid or a tightly secured plastic trash bag. Special care should be taken to pre-wrap any food waste, or pet waste, before placing it in the trash container. Paper bags should never be used, except for recycling of newspapers. All other trash must be tied or taped to ensure such items will not be blown away and can easily be handled by the trash collectors.
4. If trash is scattered due to improper containment, it will not be picked up. Extra cost to the Association for any trash cleanup will be assessed to the appropriate Unit Owner.
5. It is necessary to contact the Association Property Manager to arrange for the pickup of large items such as appliances, furniture, or carpet. There is an additional charge to the Association for the pickup of bulk items and the Unit Owner is responsible for the additional charge(s). The removal charge for bulk items will be placed on the responsible Unit Owner's account; payment of billing for these bulk items is the responsibility of the Unit Owner.
6. Recycle containers provided to all Unit Owners from the Rubbish Company. Metal, glass and paper only. No Styrofoam. Unit must be placed by the curb with the opening facing the curb. Please allow 3 feet between containers.

I. Solicitation

Solicitation of any kind is prohibited without a license from the City of Stow, or prior written permission from the Board of Directors. Violators will be required to leave the Association Property, with Police assistance, if necessary. Posting of notices, flyers or pamphlets is also prohibited.

VII Administrative

A. Occupancy Notification

Unit Owners must notify the Manager of the names of occupants and identification information. An Owner / Tenant Information Form will be supplied by the Association Property Manager for this purpose. All pets and vehicle license plate numbers must be registered on these forms along with emergency phone numbers for the residents and Unit Owners. This information is confidential and is for Board and Management use only.

Please note: Providing this information is not optional. It is an Association rule and also a part of the Ohio Condominium Law (O.R.C. 5311)

B. Sale of Units

1. Unit Owners must notify the Association Property Manager when a Unit is listed for sale.
2. One professionally made "FOR SALE" sign is permitted inside one window of a Unit. No exterior signs are allowed. One professionally made "Open House" sign and a directional arrow may be put in the Common Elements only during the hours open, on a Saturday or Sunday only.
3. Within fifteen (15) days of executing a purchase or sales agreement, the Unit Owner or real estate agent must notify the Management Company to make arrangements for a maintenance fee update letter, disclosure statement and certificate of insurance for the buyer.
4. At the same time as above, the Unit Owner must provide the following: name, address and phone number of the buyer along with the sales price, and mortgagee.
5. The Association Property Manager will coordinate the 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. The current transfer fee is \$150.00 and is subject to change without notice.
6. The seller is responsible for providing the following information to the buyer: Copy of the VOT Declaration, Bylaws and any amendments. A copy of the VOT Handbook of Rules & Regulations. If the Owner does not have these Association documents, a copy can be mailed to them by the Association Property Manager for a small fee.

C. Maintenance Fees, Lien Procedures & Cost of Collections

1. All assessments including maintenance fees are due on the first (1st) day of the month and are considered late if not postmarked by the fifteenth (15th) of the month.
2. An administrative late charge of \$25.00 per month shall be incurred for any late payment and on any unpaid balance.
3. Any payments made shall be applied in the following order:
 - a. Administrative late fees owed to the Association
 - b. Penalty Assessment Fees owed to the Association
 - c. Collection costs, attorney's fees incurred by the Association
 - d. Principle 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 Owner.
5. Any cost, including attorneys' fees, recording costs, title reports and/or court costs incurred by the Association in the collection of delinquent assessments shall be added to the amount owed by the delinquent Unit Owner.
6. If any Unit Owner (either by his or her conduct or by the conduct of any occupant) fails to perform any act that he/she is requested to perform by the Declaration, the Bylaws or the Rules and Regulations, the Association may, but shall not be obligated to, undertake such performance or cure such violation and shall charge and collect from said Owner the entire cost and expense, including reasonable 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.

D. Complaint Procedures

1. Complaints against anyone violating the rules are to be made to the Association Property Manager, in writing and must contain the signature and address of the individual filing the complaint. The address or Unit location of the alleged violator must be noted. Anonymous complaints will not be accepted, nor will any action be taken.
2. Complaints regarding parking must include the make, model, color and license plate number of the offending vehicle, as well as, the time of day and the exact nature of the rule that is being violated. Complaints regarding pets should include the breed and color of the offending pet, as well as, the exact nature of the rule that is being violated.

3. The Association Property Manager will, in most instances, contact the alleged responsible Unit Owner after receipt of each complaint and a reasonable effort will be made to gain the Unit Owner's agreement to cease the violation. The person issuing the complaint will get a copy of any letter sent. The name of the resident filing the complaint will not be identified in the letter.
4. If reasonable efforts to gain compliance are unsuccessful, the Unit Owner will be subject to sanction in accordance with the penalty provisions contained hereunder.
5. Tenants may contact the Association Property Manager with maintenance requests, but the Association Property Manager does not handle Owner-Tenant issues.

F. Enforcement Procedure:

1. The Unit Owner shall be responsible for any violation of the Declaration, Bylaws or Rules by the Unit Owner, guests, or the occupants, including tenants, if any, of his/her Unit.
2. 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 Unit Owner.
3. All costs for extra cleaning and/or repairs stemming from any violation also will be added to the responsible Unit Owner's account.
4. In addition to any other action and in accordance with the procedure outlined in Section 5 below, actual damages and/or and enforcement assessment of up to but not exceeding \$50.00 per occurrence, or if the violation is of an ongoing nature, per day, MAY be levied by the Board against a Unit Owner in violation.
5. 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 Unit Owner specifying:
 - i. A reasonable date by which the Unit Owner must cure the violation to avoid the proposed charge or assessment; and
 - ii. A description of the property damage or violation; and
 - iii. The amount of the proposed charge and/or enforcement assessment; and
 - 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 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 5-a above.
 - i. If a Unit Owner timely requests a hearing, at least seven days prior to the hearing the Board shall provide the Unit Owner with a written notice that includes the date, time and location of the hearing. If the Unit Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the charge for damages and/or an enforcement assessment will be immediately imposed; and
 - 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 which remains unpaid for more than ten (10) days.

APPENDIX A

Important Phone Numbers

NE Ohio Property Management 330-626-1600
Property MANAGER: Larry Cedar 330-626-1602 Fax
330-256-8995 *** After Hours Emergencies Only ***
Email: NEohioPM@gmail.com

Emergency: 911

Fire Dept. (Non emergency): 330-688-7411

Police Dept. (Non emergency): 330-688-8214

D. O. E. S. Environmental Services 330-926-2400
(Sewer lines)

City of Stow Water Dept. 330-689-2889

Stow City Hall: 330-688-8206

Stow Post Office: 330-688-9288

Ohio Edison (power outages...etc): 800-633-4766

Dominion Gas (gas leaks...etc): 877-542-2630

Time Warner Cable: 330-633-9203

APPENDIX B

VILLAS AT OREGON TRAILS CONDOMINIUM ASSOC. INC. C/o NE Ohio Property Management

Management Satellite Dish Installation Policy & Waiver Form

Installation of any satellite dish on, attached to, or extending into the Common Areas is prohibited. Attachment to the exterior siding of a Unit or any roof area is strictly prohibited. Any Unit Owner contemplating the installation of a satellite dish elsewhere on the condominium property must comply with the following guidelines: The Homeowner must notify the Board of the proposed installation, in writing, prior to any installation. The notification shall include a sketch showing the location of the proposed dish installation. No dish measuring greater than 1 meter in diameter shall be permitted. c. The Homeowner is responsible for any repairs to lawn areas, or planting beds, disturbed by the installation. The dish must be located within the Homeowners Limited Common Area. The dish must not be attached to any building or structure considered common property – including the siding or roof of a building. The dish may be mounted inside the Unit Owner’s patio, or privacy fence. A pole-mounted installation inside the patio fence is recommended. f. The Board reserves the right to require additional landscaping to be installed if the Board deems it necessary due to the location of the dish installation. The landscaping will need to be installed by the Homeowner installing the dish, and at the Homeowner's expense. The dish should be located in the least visible location from the street allowed by the broadcast signal. Rears and sides of units are preferred. All wires and cables must be neatly bound and must not run along the outside of the building for any distance. All cables must be buried underground in an orderly manner. The entry-point where the cables enter the perimeter wall must be sealed and waterproofed. Cables must be fished through the inside of the perimeter, or interior, walls, especially to the 2nd floor. All interior jack wiring must be done inside the unit. If the dish is not installed following these guidelines, the Association, in addition, to all other remedies, has the right to remove the dish at the Unit Owner's expense. I have read the Rules regarding the correct installation of a Satellite Dish. I agree to submit a written request, including a small sketch with the exact placement of the dish, to sign and return this waiver form and to be bound by the covenants of these Association rules:

SIGNATURE	PRINT NAME	ADDRESS	DATE
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Please mail a copy of this Waiver Form back to the Management Company with your written request & drawing. The Board has given the **Management authority to approve these requests, as long as the guidelines above are followed. You will not have to wait until the next Board Meeting; KareCondoProperty Management will call you, or send a written authorization to install your Satellite Dish. Thank you for your cooperation.**

APPENDIX C

VILLAS AT OREGON TRAILS CONDOMINIUM ASSOC. INC. C/o NE Ohio Property Management

CABLE TV INSTALLATION

Dear Unit Owner: Please give this letter to your cable installer. The Association has several guidelines regarding cable installation. The following are the correct guidelines:

- 1) Co-axial cable may not be visible on the outside of the unit.
- 2) A small hole can be drilled through the wall on the ground floor to access co-axial cable into the unit. Make the hole as unobtrusive as possible; try to hide the entry point behind a shrub, or plantings, if available. The hole should be approx. 24" up from the ground, just above the bottom plate.
- 3) Cable may not run on the outside of the siding, it cannot be hidden behind siding or downspouts.
- 4) If cable is to go to the 2nd floor, it must be fished INSIDE the walls. It absolutely cannot be run up the wall on the outside of the unit.
- 5) Upon completion of installation, all excess cable must be buried underground a minimum of four inches deep (4") (This is Code).
- 6) The cable junction box must be kept neat, closed and properly secured. No wires exposed. The unit owner is responsible to make sure the cable installer follows these guidelines. If the setup is incorrect or does not follow these guidelines, the Association can remove the cable and bill the charge for removal to the unit owner.

Please make sure your cable installer follows these guidelines. If you have any **questions, please call NE Ohio Property Management. (330) 626-1600, Thank you and enjoy your new cable.**