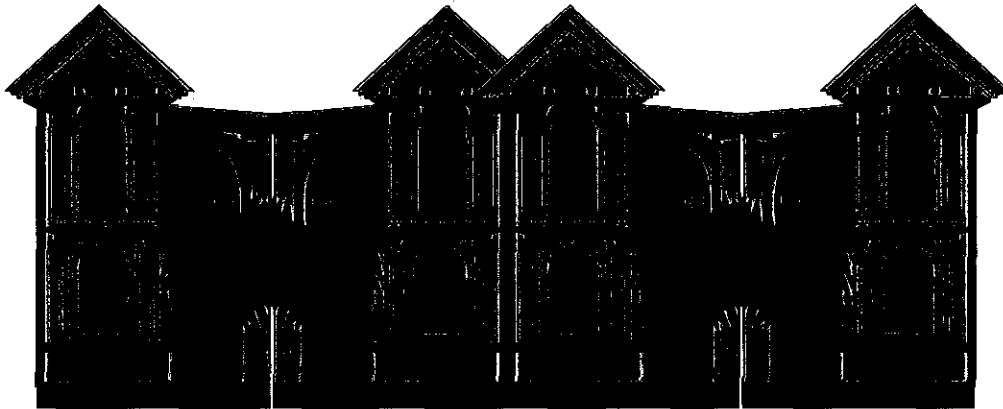


# **WRENS CROSS #1 TOWNHOUSE ASSOCIATION**



## **RULES AND INFORMATION**

Approved December 15, 2005 –Effective January 01, 2006

# WRENS CROSS #1 TOWNHOUSE ASSOCIATION, INC.

c/o KARE CONDOMINIUM MANAGEMENT COMPANY, INC.

P.O. BOX 1714 STOW, OH 44224

Akron 330-650-4318 Cleveland 330-656-3441 Fax 330-655-8957

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**WRENS CROSS #1 TOWNHOUSE ASSOC. INC.**  
**c/o Kare Condominium Management Company, Inc.**  
**P.O. Box 1714 Stow, OH 44224-0714**  
**Akron (330) 650-4318 Cleveland (330) 656-3441 Fax (330) 655-8957**

Dear Owners and Residents:

**Welcome to Wrens Cross #1 Townhouse Association's private, park-like atmosphere!**

These Rules and Regulations are offered to help residents become acquainted with their responsibilities as a Member of Wrens Cross Townhouse Association. These are common sense rules, consistent with our Declaration and Bylaws, which take into consideration the safety, comfort and property rights of all unit owners and residents. We trust you will find them reasonable and that you will cooperate by upholding and promulgating them,

The Board of Directors is given the authority to enforce these Rules and Regulations by the Declaration of Covenants, Restrictions, and Bylaws. Additional Rules and Regulations are also contained in the Wrens Cross # 1 Townhouse Association Declaration and Bylaws.

We ask that you familiarize yourself with this booklet, keep it handy and refer to it when necessary. If something arises that may not be covered in these Rules, please do not hesitate to contact the Board of Directors through the Managing Agent, Kare Condominium Management Company.

All correspondence to the Association should be directed to,

The Board of Directors  
Wrens Cross #1 Townhouse Association, Inc.  
c/o Kare Condominium Management.  
P.O. Box 1714  
Stow, OHIO 44224

Thank you!

Sincerely,

Your Board of Directors  
& Kare Condominium Management Company

## **MANAGEMENT**

Kare Condominium Management Company, 330-650-4318, professionally manages Wrens Cross #1 Townhouse Association.

Any complaints, questions or suggestions may be directed to the Management office. Any complaints about neighbors should be submitted in writing and signed. The Manager will answer questions and handle emergencies, and present suggestions and problems to the Board of Directors at their next meeting.

Residents are responsible for reporting problems in a timely manner, so that Management can have then taken care of in a timely manner.

Kare Condominium Management has a 24-hour phone number for emergencies.

## **MEETINGS OF MEMBERSHIP**

Meetings of the owners are held annually. All monthly business meetings are open. If you would like to attend a meeting, call the Management Company for the time and place.

## **COMMON AND LIMITED COMMON ELEMENTS**

Common Elements are those parts of the homeowners' property outside the confines of the individual units, such as parking spaces and grounds. Limited Common Elements are those Common Elements reserved for the exclusive use of a particular unit, such as patios and balconies.

- a. No additions or alterations to the Common or Limited Common Elements may be made without prior written consent of the Board of Directors, including installation of enclosures, fences, decks, etc. Plans as to design and color, for uniformity and control, must be submitted in writing to the Board of Directors. Written permission must be given before an Owner can proceed.
- b. No articles of personal property, whatsoever, including but not limited to, lawn furniture, birdbaths, grills; toys, vehicles, motorcycles, etc. may be placed or stored in the Common Elements. Statues and artifacts may not be placed in the fronts of units or in planting beds.
- c. No laundry of any kind shall be hung or exposed on any part of the Common or Limited Common Elements.
- d. Damage to any Common or Limited Common Elements caused by a unit owner or his tenant, children, guest(s), pets, personal employees or contractors will be the responsibility of that owner. All costs of necessary repairs, or replacements, will be billed to that unit owner. This includes any oil; gasoline or fluid spills on driveways and parking areas.
- e. Any maintenance that needs performed on the Common Elements should be reported immediately to the Management Company.
- f. Each unit owner shall maintain, repair, or replace at his personal expense, all portions of his unit interior, and all Limited Common Elements and facilities designated for his use.

## **PATIOS AND DECKS**

### **THE BOARD OF DIRECTORS SETS THE FOLLOWING GUIDELINES AND LIMITATIONS:**

- a. No additions or alterations to the Common or Limited Common Elements may be made without the prior written consent of the Board. Plans as to the design, uniformity and control must be submitted to the Board, in writing, for written approval.
- b. The installation of any plastic covering on the exterior of windows and doors and air conditioners is not permitted. Any unit owner making such an installation will be notified by the Board to remove it. Failure to comply within three (3) days of notification will result in having the plastic removed by maintenance personnel. All costs related to such removal will be billed to the unit owner and placed on their account.

## **SHRUB BEDS, PATIO & LAWN AREAS**

- a. Planting vegetables or other plants that can be classified as a food source is prohibited in flowerbeds. These food plants can be planted in pots and maintained in the patio, or balcony areas, in the rear of the unit.
- b. Residents are encouraged to water the shrubs and grass in their Limited Common Elements.
- c. Bicycle riding must be restricted to the paved streets. Please do not ride on the grass areas. Habitual "shortcuts or pathways are not permitted.

## **PARKING AND VEHICLE RESTRICTIONS**

### **RESIDENT PARKING**

- a. Resident's primary parking space is inside their garage. Residents have one (1) additional space directly in front of their garage door.

### **VISITOR PARKING**

- a. Extra Parking spaces in the common areas are for guests. If residents are parking in the common area spaces, their vehicles must be driven daily. Non-residents may not leave their vehicles in the parking areas for storage purposes (i.e. while riding with someone else) unless parked in a resident's garage, or assigned space.
- b. In order to keep outdoor parking available for guests, all garages must be used as your primary parking space. Your driveway is your secondary space.
- c. Inoperable or unlicensed vehicles in driveways or Common Elements parking spaces are prohibited and will be towed.
- d. Residents and guests are prohibited from leaving vehicles in Common area spaces for longer than 24 hours without specific written permission from the Board and Management. Residents must properly notify and request permission through the Management office. In addition to all other remedies, vehicles in violation of a parking rule for 4 hours, may be towed at owner's expense.
- e. If special circumstances need extra consideration the Management office must be notified and permission to park for longer periods may be given.

#### NO PARKING AREAS

- a. All unlined and undesignated areas are ***no parking & tow away areas***. This includes, but is not limited to, fire lanes, in common lawn, or dirt areas and alongside grassy areas.
- b. All vehicles must be moved to designated spaces, or garages, immediately after loading or unloading.
- c. Parking in the designated Fire Lanes is prohibited. Violators will be warned and then towed from the property, at the owner's expense. Fire Lanes are all areas outside of designated parking spaces and unit driveways.

#### ON STREET PARKING

- a. Wrens Drive South is a private roadway and the property of Wrens Cross No. 1 Townhouse Association. There is to be no on street parking.

#### COMMERCIAL VEHICLES

- a. Vehicles that have signs or are equipped with racks or ladders and those that are loaded with construction material are prohibited being parked on the property by Residents and their guests. Contractors who are working for Owners on the property may not store, or leave vehicles, equipment, or supplies, past normal working hours.
- b. Trucks over three quarter (3/4) ton and those that have ***truck*** plates, are prohibited. If a resident owns such a vehicle, it must be parked in their garage or if a vehicle doesn't fit inside the garage, arrangements will have to be made to park it off the property.

#### SPEED LIMIT

- a. Please, observe the 5-MPH speed limit in the drives and the cul-de-sac and help keep everyone safe.

#### RECREATIONAL VEHICLES AND TRAILERS

- a. There shall be no parking, or storing, of, including but not limited to, trailers, house-trailers, mobile or motorized homes, campers, buses, boats, jet skis, trail bikes, motorcycles or any other recreational vehicles, in the parking lots or other places on the Common Elements, without the specific written consent of the Board.
- b. A period of twenty-four (24) hours may be granted for loading and unloading, if prior permission is requested of the Board.

#### VEHICLE STORAGE

- a. Inoperable or unlicensed vehicles are prohibited on the property, unless they are kept in the resident's garage, with the door closed.
- b. All vehicles not in garages must be used on a daily basis. A vehicle will be considered a "stored" vehicle if not moved within a 72-hour period.
- c. Owners going on vacation, or leaving their unit for an extended period, must notify the Board (Management) in writing if they wish to leave their vehicle parked in the Common Elements' space(s) during their departure.

#### **INOPERABLE VEHICLES AND REPAIRS**

- a. Inoperable vehicles must be kept in the owner's garage or removed from the property. Minor vehicle repairs are prohibited in the Common Elements parking spaces and may not be made inside the garages or in driveways except in an emergency. The repairs must not go on for longer than 24 hours.
- b. Major repairs, bodywork or painting is prohibited.
- c. All vehicles not properly licensed must be removed from the property.
- d. All vehicles in violation of these rules, in addition to all other remedies, may be towed from the property, at owners' expense.

#### **VEHICLES CAUSING DAMAGE TO TURF OR CONCRETE**

- a. All leaks from vehicles, onto the concrete of the Common Elements or in driveways, such as, but not limited to, oil, gas, and transmission fluid, must be cleaned by the resident, immediately. Failing to do so may initiate a maintenance charge to that owner to have the fluids and/or stains, removed.
- b. Such repairs must be made off the property, or within the garage, as outlined above.

#### **RIDING AND PLAYING IN PARKING LOTS AND GRASSY AREAS**

- a. Residents may not leave bicycles, toys and playthings in the parking lots or Common Elements.
- b. There is to be, NO RIDING of, but not limited to, bicycles, scooters, roller-blades, skateboards, toy cars such as Big Wheels or any other type of recreational and/or play items in the parking areas, drives, grassy areas or Association sidewalks.
- c. No running, playing or ball playing is allowed in these parking areas and grassy areas, even under supervision.

#### **USE OF POND AREA**

- a. The pond is a drainage system for all of this area of the City of Stow. It is not a recreational area for residents or guests. It is not a safe area for residents to be and should be enjoyed for the esthetic aspects only.
- b. Residents and guests are prohibited from littering, fishing or playing in or around the pond.

#### **NOISE & NUISANCE**

- a. If a resident is bothered by noise, or any other nuisance, he/she should assume responsibility for contacting the offending party. If the noise or nuisance does not stop, and is intolerable, an official complaint should be filed with the City of Stow Police Dept.
- b. Residents are responsible for controlling party noise and commotion. Partying in the Common Areas is prohibited.
- c. Noise should not distract or disturb others. Please be considerate of your neighbors.
- d. Please be considerate of your neighbors by keeping your radio, television and stereo volumes at a reasonable level, particularly after 11:00 PM, but also at any time during the day. The bass level carries through common walls and can be very annoying to neighbors.

## SECURITY

Security is one of the major concerns of all residents. Your cooperation is appreciated by:

- a. Reporting any suspicious activities, or persons, to the Stow Police Dept.
- b. Keep your garage doors closed
- c. Reporting any thefts, or break-ins, to the Stow Police, as well as the Board via Kare Condominium Management Company.

## PET RULES

Your pets are welcome at Wrens Cross. For the safety of your pet, the beauty of the Common Elements and the consideration of your neighbors, please follow these rules:

- a. If your pet eliminates in the Common or Limited Common Elements of Wrens Cross, pet waste must be picked up immediately and disposed of properly, in a manner that is consistent with the established sanitary practices,
- b. Pets must be on a leash, in hand, and in control of the owner at all times when outside your unit. This is also an Ordinance for the City of Stow, *Pets should be "walked" and not lied out.*
- c. Damage to the Common Areas caused by pets, or pet waste, will be the responsibility of the pet owner. Said damages will be repaired and the cost of such repair will be assessed to the offending pet owner.
- d. Any pet creating a nuisance, or unreasonable disturbance, may, in addition to all other remedies, be permanently removed from the property upon ten (10) days written notice from the Board of Directors.

## TRASH / RUBBISH

Trash is picked up weekly on WEDNESDAY. Have *your* trash to the curb before 6:00 AM and no earlier than 5:00 PM the night before pickup and all containers must be brought back inside by 10 p.m. the night of pickup;

- a. All rubbish is to be properly bagged securely in plastic garbage bags.
- b. If using trash cans, please make sure the lids are secured tightly.
- c. Newspapers, or cardboard, must be secured with twine, or string.
- d. Please, notify Kare Condo Mgmt. under the following conditions:
  - i. If you need to place your container(s) out prior to 5 p.m. the night before or leave the container(s) out after 10 p.m. the night of pickup.
  - ii. Before placing any large, bulk items out for trash pickup. The rubbish company may charge extra for removal of these items, and the additional charge is passed on to the owner.

## USE OF UNIT & SALE OR RENTAL OF UNIT

- a. Property shall be used for single family residence purposes only.
- b. No industry, business, trade, occupation, or profession of any kind, commercial, religious, educational, or otherwise, that causes additional traffic or any type nuisance for any owner, shall be conducted, maintained or permitted on any part of Wrens Cross Townhouse No 1 property, or in any unit.
- c. A unit may use a portion of their unit for an office or studio (other than music studio) provided such activities do not involve services, which make it necessary for a customer, or client, to come to the owner's unit to transact business.



- d. Any unit owner who sells, or leases, his unit shall give the Board written notice, including filling out the required "Owners / Tenants Information Form" that will be provided by the Management Company.
- e. No unit can be rented for transient or hotel purposes or less than 60 days.
- f. A unit owner shall provide each tenant with a copy of the Association Rules & Regulations. Additional copies are available from the Management Company for a fee of \$5.00 each.
- g. A unit owner is strictly liable for any nuisance, or damage to the Common or Limited Common Elements, caused by his tenant, residents or guests for any violation of these Rules & Regulations.

#### SIGNS

- a. One "For Sale" or "For Rent" sign may be placed on the interior of a unit owner's window. No Real Estate signs may be displayed in the Common or Limited Common Elements in Wrens Cross, without specific written permission of the Board of Directors and the Management.
- b. No posters, signs or notices, other than notices from the Board or the Management Company, may be posted at the mailboxes, or anywhere in the Common or Limited Common Elements.

#### INSURANCE AND MAINTENANCE

- a. Wrens Cross insurance policy covers liability for the Common Elements and such items as lights, the pond meter house, signs and any item belonging to the Association. All unit owners must have **Homeowners'** insurance on their unit. You must insure your unit exactly as you would a single-family home, ***you do not live in a Condominium.*** Please contact your insurance professional for further information.
- b. The monthly operating assessment fee is paid a by all Owners and provides for Maintenance of the Common Elements and the outside of the buildings. This includes the lawn care, snow removal, repair and replacement of common property, etc.
- c. A portion of the maintenance fees goes toward the Reserve Fund for future Capital repairs and replacements, such as roofs and roadways.

#### SATELLITE DISHES & TELEVISION ANTENNAS

A satellite dish / umbrella may not be installed by individual Owners, anywhere in Wrens Cross, nor are additional rooftop antennas, of any kind, permitted. **Advanced Home Theater & TV at 1-877-800-4388** is the approved supplier for satellite dish service and Owners may request the printed guidelines from Management. There is to be only one or two satellite dishes on the roof of any one building. Dishes may not be installed individually or attached to the buildings or fences by residents.

#### CABLE

Cable service is available through **Time-Warner Cable at 330-630-7919**, if desired. Please contact the Management Company to receive specific guidelines for cable installation; they have a guideline sheet that you can present to your cable installer for proper installation. Wires may NOT be run up the outside of the building unless hidden.

## COMMON SENSE SUGGESTIONS FOR ENJOYABLE ASSOCIATION LIVING

- a. Use of disturbing, noise-producing appliances, or tools (disposal, dishwasher, washer, dryer, leaf blower, power tools, hammer ...etc) should be avoided during the early morning (before 7:00 AM) or late evening hours (after 10:00 PM). Stereo, radio and television volumes should be kept at reasonable sound levels at all times. Please be considerate of your neighbors.
- b. Owners and residents are advised not to hang or place bird feeders anywhere within the confines of the patios or balconies. The birds that these feeders attract can be a nuisance to your neighbors. These feeders can also attract unwanted animals like raccoons, skunks, possums, chipmunks and squirrels for example. These animals can cause additional damages in the Common and Limited Common Areas.
- c. Do not flush materials such as; kitty litter, sanitary napkins, diapers, cooking grease etc, down the commodes or sink and floor drains. This could cause considerable sewer damage, cost and interruption of service, for possibly the entire building. This could cause you the cost of an extensive repair, plus upset your neighbors.
- d. All suggestions, requests for permits, reports of trouble or complaints which owners or residents wish to direct to the attention of the Board should be submitted in writing to the Management Company. Please do not disturb Board Members during their personal time, they are unpaid volunteers and Owners just like you. The business of the Association is conducted at the designated monthly meeting. Thank you for your cooperation.

## HOLIDAY DECORATIONS

Decorations are allowed inside doors, windows and planting beds adjacent to the garages and units. All seasonal or holiday decorations may not be installed prior to, two weeks before a holiday and must be removed within two weeks after the holiday.

## COLLECTION POLICY

- a. All assessments including maintenance fees are due on the first (1<sup>st</sup>) day of the month and are considered late if not postmarked by the fifteenth (15<sup>th</sup>) of the month.
- b. An administrative late charge of \$25.00 per month shall be incurred for late payments and on any unpaid balance. (Subject to change by the Board of Directors.)
- c. Any payments made shall be applied in the following order:
  1. Administrative late fees owed to the Association
  2. Collection costs, attorney's fees incurred by the Association
  3. Cost of Enforcement of the Association Rules & Documents
  4. Principal amounts owed on the account for common expenses & assessments.
- d. Any past due assessments may cause a lien & foreclosure to be filed against the owner.

- e. Any cost, including attorneys' fees, recording costs, title reports & or court costs incurred by the Association in the collection of delinquent assessments shall be added to the amount owed by the delinquent owner.
- f. If any owner (either by his or her conduct or by the conduct of any occupant) fails to perform any act that he/she is requested to perform by the Declaration, the Bylaws or the Rules & Regulations, the Association may, but shall not be obligated to, undertake such performance or cure such violation & 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 & shall be due and payable immediately following notification of such charge, & the Association may obtain a lien for said amount in the same manner & to the same extent as if it were a lien for common expenses.

#### **MAINTENANCE FEES, LIEN PROCEDURE, COSTS OF COLLECTION & RULE ENFORCEMENT**

- a. Payment of monthly maintenance fee, & other assessments, are due on the first (1<sup>st</sup>) of each month. Fees and assessments received after the fifteenth (15<sup>th</sup>) of the month are subject to an administrative late charge of \$25.00 per month, unless changed by the Board of Directors.
- b. Any cost, including attorney fees, recording costs, title reports and/or court costs incurred by the Association on the collections of delinquent maintenance fees, fines or assessments shall be added to the amount owed by the delinquent unit.
- c. Maintenance fees, past due, may cause a lien to be filed against the title of ownership of the condominium unit.
- d. Units having maintenance fees in arrears for two (2) months will be referred to our Association attorney for collection. Attorney fees will be added to the unit owner's account.
- e. If any unit owner fails to perform any act that is required to be performed by the Declaration, the Bylaws or the Rules of the Association may, but shall not be obligated to undertake such performance or cure such violations, and shall charge and collect from said unit owner the entire cost and expense, including reasonable attorney's fees, incurred by the Association. Any such amount shall be deemed an additional Enforcement Assessment. Following the notification of any such charge, the Owner shall be given ten days to request a hearing before the Board of Directors, to show just cause why they should not be charged such Enforcement Assessments. When no hearing is requested, said amount becomes due and payable, and the Association may obtain a lien for said amount in the same extent as if it were a lien for Common Expenses.
- f. All payments made on owner's accounts are first credited to administrative late charges, legal charges, to reimburse the Association for money spent on damages caused by an owner or resident or guests of same and last, the funds are applied to the principle monthly maintenance assessment.

## **OWNERS FORM – OWNER, AND/OR TENANT, INFORMATION**

- a. All owners must provide the Board of Directors, via the Management Company, current owners and/or tenants information. The Management Company will provide a form for the unit owner to fill out for this purpose. This information is necessary so that we may contact unit owners, or Tenants, in the event of an emergency. It is also necessary to identify residents living in the unit, along with owners and/or tenants, pets and vehicles. The information needed is listed below:
  - 1) Names of all occupants of the unit;
  - 2) Home and Business mailing addresses;
  - 3) Home and business telephone numbers;
  - 4) Name and business address and telephone number of any person who manages the Unit on behalf of the Owner;
  - 5) Sales price; and
  - 6) Mortgagee.
  - 7) Any change in information required in 1 through 4 must be provided to the Board or Managing Agent, within 30 days of the change.
  - 8) Vehicle Identification: Make, Model, Color & License No. of all vehicles of occupants.
  - 9) Pets: Number, type and color(s).
  - 10) An emergency number for access to the unit if the owner is unavailable.
- b. Owners should be aware that any damage caused by a leak (water leak, gas leak etc...) emanating from their unit would be the owners responsibility. Any damages done to surrounding units would also be said owners financial responsibility. This is why it is so important for the Board and Management to be able to contact owners and/or tenants, during an emergency, so that Management can gain access, if necessary, in order to facilitate repairs.

## **TENANTS INFO**

- a. The unit owner must provide the Board (via the Management Company) the following information thirty (30) days prior to the tenant moving in:
  - 1) Copy of Lease with full name(s) of tenants
  - 2) Paragraph in the Lease stating that tenant(s) will be made aware, and obey, the covenants of the Declarations & By-laws and Rules & Regulations of the Association. A copy of the Rules & Regulations will be given to the tenant(s) by the unit owner. Additional copies are available from management at a cost of \$ 5.00 billed to the owners account.
  - 3) Names of all occupants of the unit.
  - 4) Telephone numbers (both day & evening) of the tenant.
  - 5) Vehicle Identification: Make, Model, Color & License No. of all vehicles of occupants.
  - 6) Pets: Number, type and color(s).

**WRENS CROSS #1 TOWNHOUSE ASSOCIATION, INC.**

c/o Kare Condominium Management Company, Inc.

P.O. Box 1714 Stow, OH 44224-0714

Akron (330) 650-4318 Cleveland (330) 656-3441 Fax (330) 655-8957

DATE \_\_\_\_\_

OWNER(S) NAME(S) \_\_\_\_\_

UNIT ADDRESS \_\_\_\_\_

CITY, ZIP CODE \_\_\_\_\_ CELL PHONE \_\_\_\_\_

BILLING ADDRESS \_\_\_\_\_

**IF DIFFERENT THAN ABOVE UNIT ADDRESS**

OTHER OCCUPANTS IN UNIT: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ WORK PHONE: \_\_\_\_\_

PET(S) 1) Dog \_\_\_ Cat \_\_\_ Type (Breed) \_\_\_\_\_ Color(s) \_\_\_\_\_  
**Please check one examples - Collie, or Siamese**

2) Dog \_\_\_ Cat \_\_\_ Type (Breed) \_\_\_\_\_ Color(s) \_\_\_\_\_  
**Please check one examples - Collie, or Siamese**

VEHICLES: 1) Color, Make, & Model \_\_\_\_\_ License # \_\_\_\_\_

**Example: Red Honda Accord also list State if NOT in Ohio**

2) Color, Make, & Model \_\_\_\_\_ License # \_\_\_\_\_

**Example: Red Honda Accord also list State if NOT in Ohio**

EMERGENCY CONTACT NAME: \_\_\_\_\_

**Preferably someone that has a KEY to your unit - to contact for Emergency entry**

CONTACT PHONE # \_\_\_\_\_ RELATIONSHIP \_\_\_\_\_

**i.e. son - daughter - friend**

**THIS IS IN CASE WE HAVE TO GAIN ENTRY TO YOUR UNIT IN AN EMERGENCY**

**REMINDER - ASSIGNED PRIMARY PARKING IS INSIDE GARAGE**

**SECONDARY PARKING IS IN DRIVEWAY - VISITOR'S SPACES ARE FOR VISITORS**

\*\*\*\*\*

**RENTAL INFORMATION ( IF APPLICABLE ) \*\*\* PLEASE INCLUDE COPY OF LEASE \*\*\***

TENANTS NAME: \_\_\_\_\_

OCCUPANCY DATE: \_\_\_\_\_ LEASE EXPIRATION DATE: \_\_\_\_\_

RESIDENT HOME PHONE: \_\_\_\_\_ WORK PHONE # \_\_\_\_\_

OTHER OCCUPANTS IN UNIT: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ OTHER DAYTIME PHONE: \_\_\_\_\_

PET(S) 1) Dog \_\_\_ Cat \_\_\_ Type (Breed) \_\_\_\_\_ Color(s) \_\_\_\_\_

2) Dog \_\_\_ Cat \_\_\_ Type (Breed) \_\_\_\_\_ Color(s) \_\_\_\_\_

VEHICLES: 1) Color, Make, & Model \_\_\_\_\_ License # \_\_\_\_\_

2) Color, Make, & Model \_\_\_\_\_ License # \_\_\_\_\_

## **COMPLAINT PROCEDURES**

- A. Complaints against anyone violating the rules must be made to the Property Manager in writing and contain the signature, and address, of the individual filing the complaint. The Board and/or Property Manager will, in most instances, contact the alleged violator after receipt of each complaint, and a reasonable effort will be made to gain the violator's agreement to cease the violation. If the reasonable efforts to gain compliance are unsuccessful, the offending unit owner will be subject to a sanction in accordance with the penalty provisions contained hereunder.

## **ENFORCEMENT PROCEDURE**

- A. The unit owner of the unit shall be responsible for any violations of the Declarations, By-laws, or Rules caused by the owner or the occupants, including tenants if any of his/her unit.
  - B. Notwithstanding anything contained in these Rules, the Board shall have the right to proceed, immediately or otherwise, with legal action of any violation of the Association's governing documents, as the Board at its sole discretion may determine. The entire cost of effectuating a legal remedy to impose compliance, including court costs and attorney fees, shall be added to the account of the responsible owner.
  - C. All costs of extra cleaning and/or repairs stemming from any violation also will be added to the responsible owner's account.
  - D. In addition to other action and in accordance with the procedure outlined in Section E below, actual damages and/or an enforcement assessment of up to but not exceeding \$50.00 per occurrence or if violation is of an ongoing nature, per day, MAY be levied by the Board, against an owner in violation.
  - E. Prior to the imposition of any assessment for a rule violation, the following procedure will be followed:
    1. Written notice(s) will be served upon the responsible owner specifying:
      - a. A reasonable date by which the owner must cure the violation to avoid the proposed charge or assessment; and
      - b. A description of the property damage or violation; and
      - c. The amount of the proposed charge and/or enforcement assessment; and
      - d. A statement that the owner has the right to, and the procedures to request, a hearing before the Board to contest the proposed charge and/or enforcement assessment.
- A. To request a hearing, the owner must mail or deliver a written "Request Form Hearing" notice which must be received by the Board no later than the tenth day after receiving the notice required by item E-1 above.
    - a. If an owner timely requests a hearing, at least seven (7) days prior to the hearing, the board shall provide the owner with a written notice that includes the date, time, and location of the hearing. If the owner fails to make a timely request for a hearing, the right to a hearing is waved, and the charge for damages and/or an Enforcement Assessment will be immediately imposed: and
    - b. At the hearing, the Board and alleged responsible owner will have the right to present any evidence. This hearing will be held in Executive Session and proof of hearing, evidence or written notice to the owner to abate action, and intent to impose an enforcement assessment shall become a part of the hearing minutes. The owner will then receive notice of the Board's decision and any enforcement assessment imposed within thirty (30) days of the hearing. The Association may file a lien for an enforcement assessment and/or damage charges, which remain unpaid for more than ten (10) days.

## **SALE OR LEASE OF A UNIT**

1. Except as otherwise provided, signs are prohibited without prior, written Board approval.
2. Within fifteen (15) days of executing a purchase agreement, the Unit owner or their real estate agent must notify the Management Company to make arrangements for the maintenance fee update letter and certificate of insurance for the buyer.
3. At the same time as above, the Unit Owner must provide the following:
  - a. Name of all occupants;
  - b. Home and business mailing address;
  - c. Home and business telephone numbers;
  - d. Name, business address and telephone number of any person who manages the unit on behalf of the Owner;
  - e. Sale price; and
  - f. Mortgagee.
  - g. Any change in the information required in a. - d. must be provided to the Board within thirty days of the change.
4. The Management Company will coordinate the paperwork with banks, real estate agents 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 transfer.
5. The seller is responsible for providing the following information to the buyer:
  - a. Copy of Declaration and Bylaws, and any Amendments;
  - b. Copy of Rules and regulations;
  - c. Unit access door key(s), mailbox and garage door key(s).
  - d. Garage door opener.

## **Rental of a Unit**

1. Leasing or subleasing a Unit for transient or hotel purposes, as defined as periods of less than sixty(60) days, or providing hotel, laundry and similar services, or roomer/borders, is prohibited.
2. The Unit Owner must provide the Management Company with the following information before the tenant takes up residence:
  - a. Copy of Lease;
  - b. Full name of tenant(s);
  - c. Names of all occupants in unit;
  - d. Home and business telephone numbers of tenant(s).
3. The Unit Owner is responsible for making the tenant aware of the Rules.
4. The Unit Owner is responsible for tenant violations of the Declaration, Bylaws, or Rules. The Unit Owner shall be responsible for the rule violation Enforcement assessments and all other damages and or any recourse the Unit Owner may wish to take against a tenant who is in violation.
5. The lease document must contain a clause making it subject to the covenants and restrictions in the Declaration and Bylaws, and Rules.

## **LOCAL PHONE NUMBERS THAT MIGHT BE HELPFUL TO RESIDENTS**

### **EMERGENCY NUMBER FOR POLICE OR FIRE: 911**

Stow City Fire Department	330-688-7411
Stow City Police Department	330-689-5700
Stow City Division of Water	330-689-2889
Stow City Hall	330-689-2700
Stow Post Office	330-688-9288
Stow Library	330-688-3295

Fruth Sanitation (Till 3:30 PM)	330-688-2432
First Energy Company, Ohio Edison	1-800-633-4766
Dominion East Ohio Gas Company	1-800-362-7557
Ott Electric	330-677-9249

Hudson Heating	330-655-2933
Baker Towing	330-678-3737
Action Pest	216-321-0404
Olds Pest	330-375-1925

Cable	
Time Warner	330-633-9203

Satellite Dish Service Contract	
Advanced Home Theater ask for Ron Greg (Exclusive Contract to Install at Wrens Cross)	1-877-800-4388

Plumbing and Emergency Sewer Backup	
Americraft Plumbing (Also small maintenance)	330-487-0555

Sanitize and Save Your Carpeting	
Serv Pro Hudson	330-650-4486

General Maintenance and Contracting	
J & L Construction & Design	330-655-2432
R Guy & Sons Painting & Maintenance	330-678-7783

### **STATE FARM INSURANCE:**

Association's Liability, Property and Directors & Officers insurance.  
Agent: Dennis Rango, 1800-783-6745



# STOW CITY ORDINANCES

## Stow Fire Department

3800 Darrow Road  
Stow, OH 44224

### OPEN BURNING IN RESTRICTED AREAS

#### Ordinance #2000-150

#### Section 2

Chapter 1511, C.O.S.

#### 1511.06

#### **RESTRICTING USE OF BARBECUE GRILLS IN MULTI-FAMILY STRUCTURES**

- (a) No person being the owner or occupant of a unit in a residential structure having more than three units including but not limited to, apartments, condominiums, hotels, motels, boarding houses and similar shelters, shall use or permit use of a barbecue grill, hibachi, or any other device or appliance producing an open flame for the purpose of cooking on any balcony, porch, or rooftop, located above the grade level of any structure.
- (b) No person being the owner or occupant of any structure or unit described in subsection (a) hereof shall store or permit storage of propane tanks for barbecue grills in the interior areas within any unit of such structure.
- (c) Persons being the owner or occupants of a unit or structure defined in subsection (a) hereof may use an open flame cooking barbecue grill, hibachi, or any other device or appliance on open patio areas at grade level provided there shall be a minimum horizontal distance of fifteen feet from the nearest balcony or overhanging appendage or structure.
- (d) No person shall violate any provision of the section.
- (e) The imposition of a penalty for any violation of this section shall not excuse the violation or permit it to continue. All such persons shall be required to correct or remedy the violation.

#### Section 3

#### 1511.99

#### **PENALTY**

Whoever violates Section 1511.06 is guilty of a minor misdemeanor punishable by up to one hundred dollar fine (\$100.00) for the first offense. Each subsequent offense shall be a misdemeanor of the fourth degree and shall be fined not more than two hundred fifty dollars (\$250.00) or imprisoned not more than thirty days, or both.

# STOW CITY ORDINANCES

## 505.02 GENERAL OFFENSES CODE FOR PETS

### (b) Confinement of Dogs

- (1) No owner, keeper or harbinger of any female dog shall permit that dog to go beyond the premises of the owner or keeper at any time the dog is in heat, unless the dog is properly in leash. The owner or keeper of every dog shall at all times keep the dog either confined upon the premises of the owner or keeper, or under reasonable control of some person. Should a dog break away from the premises or control of the owner or keeper, the owner or keeper should notify the Police Department.
- (2) No owner, keeper or harbinger of any male dog shall permit that dog to go beyond the premises of the owner or keeper at any time, unless the dog is properly in leash. The owner or keeper of every dog shall at all times keep the dog either confined upon the premises of the owner or keeper, or under reasonable control of some person. Should a dog break away from the premises or control of the owner or keeper, the owner or keeper should notify the Police Department.  
(1979 Code 93.02)
- (3) Digging, urinating or defecating by any dog on public or private property in the City is hereby declared a nuisance. No owner, keeper or person having custody or charge of any dog shall permit such dog to commit such nuisance on any public or private property other than the lot and land where such owner, keeper or person having custody or charge of such dog resides, provided that the foregoing restriction shall not apply to private property onto which such owner, keeper or person having custody or charge of any dog has permission of the owner or resident to walk such dog. The owner, keeper or person having custody, charge or control of such dog shall immediately remove all feces deposited by the dog and dispose of the same in a sanitary manner.  
(Ord. 1986 - 309. Passed 11-6-86)

- (c) Whoever violates any provision of this section shall be guilty of a minor misdemeanor for a first offense and a misdemeanor of the fourth degree for each subsequent offense.

### 505.02 IMPOUNDING AND DISPOSITION

- (a) The Dog Warden shall patrol the City and, on view, shall impound any dog found running at large, except when the dog is lawfully engaged in hunting and accompanied by an owner or handler. Upon impounding a dog, the Dog Warden shall use all reasonable means to ascertain its owner and, having ascertained the owner, shall notify him that the dog has been impounded. Upon payment of any impounding fee, the owner may reclaim the dog.  
(1979 Code 93.03)