

# The Cottages at Savannah Condominium Unit Owners' Association



## Handbook of Rules, Regulations & Information

Date enacted: February 9, 2016  
Date effective: April 1, 2016  
Date revised: July 10, 2018

## **WELCOME TO THE COTTAGES AT SAVANNAH**

On behalf of the Association, we welcome you to The Cottages at Savannah Condominium Unit Owners' Association. We hope you find it a very nice place to live. To help accomplish this, we have established a Handbook of Rules, Regulations and Information that pertains strictly to living at The Cottages at Savannah in a condominium atmosphere. These common sense Rules and Regulations take into consideration the health, safety and comfort of all of our residents. We hope you will find them reasonable and will cooperate by upholding them.

We ask that you keep this handbook handy and refer to it when necessary. If something arises that may not be covered in the handbook, please do not hesitate to contact the Management Company.

Additional information is contained in The Cottages at Savannah Declaration and Bylaws as recorded with Lorain County Records. A copy of the Declaration, Bylaws and all current amendments may be obtained from the Management Company at no charge via email or for a modest copy/administrative fee for hardcopies.

This handbook is intended to supplement, not replace, the Declaration and Bylaws – Therefore, if there should be an inadvertent discrepancy between what is expressed in this handbook and the recorded documents, the Declaration and/or Bylaws shall govern.

Sincerely,  
The Board of Directors  
The Cottages at Savannah Condominium Unit Owners' Association

## CHANNELS OF COMMUNICATION

The Board of Directors consists of three (3) individual Unit Owners elected by their fellow Unit Owners. Board members serve without compensation and are responsible for making the decisions affecting our Condominium Property. Decisions concerning the Condominium Property are made during the Board's regular meetings, which are typically held 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 Unit Owners, contractors and vendors. If you have questions or concerns about the maintenance of the Condominium Property, please direct the matter to the Management Company by phone or in writing (including by email). In case of an emergency such as a fire, you should contact the local fire/police departments (refer to *Important Phone Numbers* on page 17).

The Board requests and appreciates your cooperation in respecting that Board members are not employees and should not be contacted directly on Association related matters outside of Board meetings. Board members are not individually responsible for resolving Association matters and can only decide on issues brought to their attention by the Management Company. The *only* exception is that you should send a letter directly to the Board concerning problems that you may have with the Management Company. Again, all other communications must be directed through the Management Company to assure that your concerns and questions are properly addressed and answered. Any maintenance performed by a vendor on behalf of a Unit Owner at the Unit Owner's expense will *not* be reimbursed if that Unit Owner did not contact the Management Company and utilize proper channels in order to have the maintenance issue remedied. Thank you for your anticipated cooperation.

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**ALL FORMS MAY BE OBTAINED THROUGH THE MANAGEMENT COMPANY**

## INTRODUCTION

The Cottages at Savannah Condominium Unit Owners' Association is a senior housing community comprised of 130 Condominium Units on approximately 17 acres.

Located in the City of North Ridgeville, the Condominium Property is served by the North Ridgeville Police Department, the North Ridgeville Fire Department and the North Ridgeville branch of the U.S. Postal Service.

The streets within the Condominium Property are private and therefore maintained by the Association. The streets include Chapel Lane, Cottage Circle, Paradise Way and Savannah Drive.

All Units are individually metered, and therefore all utilities (e.g., water, sewer, gas and electric) are paid by the individual Unit Owners. Rubbish pickup is performed by the City every Monday. Please contact the individual utilities or the City if you have any questions or concerns regarding these services.

As a private Condominium Association, we are governed by the recorded Declaration and Bylaws. We elect our Board of Directors to manage Association affairs on behalf of all Unit Owners. The Board is composed of three (3) Unit Owners (a President, Vice President and Secretary-Treasurer), each serving a three-year term without compensation. The Annual Meeting for the election of Board Members is held the first Monday evening of May each year.

KareCondo, a professional Condominium Property management firm, handles the day-to-day management operations of the Association. KareCondo 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 via phone (330-688-4900), email (info@karecondo.com) or the website (www.karecondo.com). For true emergencies that threaten Condominium Property or persons, KareCondo's 24-hour emergency number is also (330) 688-4900.**

## **I. ENVIRONMENT OF COMMON ELEMENTS**

The Common Element consists of all parts of the Condominium Property except the individual Units. Maintenance and repair of the Common Elements is the responsibility of the Association.

### **A. GENERAL** *(Revised July 10, 2018)*

1. Littering is prohibited.
2. The placement or storage of items (e.g., bicycles, vehicles, furniture, etc.) in the Common Elements is prohibited without prior, written approval of the Board.
3. Damage to the Common Elements shall be repaired or replaced by the Association at the expense of the responsible Unit Owner. Unit Owners are responsible for any damage caused by their tenants or guests.
4. Noise that constitutes a nuisance or disturbs other residents within the Common Element is prohibited.
5. The feeding of wildlife is prohibited, except for hummingbird feeders (see Section D, Item 2, on page 7).
6. Residents may not give work instructions to any contractor hired by the Association (e.g., landscapers, snowplow drivers, plumbers, etc.).
7. Residents are prohibited from planting any landscaping material in the Common Element without the prior written approval of the Board.
8. For safety reasons, no one is permitted in the retention basin.
9. Everyone should be considerate of their neighbors when using the Common Elements, such as walking between Units unnecessarily, which is prohibited.

### **B. MOTOR VEHICLES**

1. The speed limit is 15 miles per hour. Please drive with caution and observe all stop signs and traffic regulations.
2. Only minor maintenance to motor vehicles (e.g., interior cleaning and tire changes), is permitted within the confines of the Owner's garage space.
3. Vehicle repairs, including, but not limited to, engine maintenance (e.g., oil changes) are prohibited within the Common Element.
4. Vehicles that are leaking fluid are prohibited from the Condominium Property. Unit Owners are responsible for the immediate cleanup of any leaked fluids.
5. All vehicles on the Condominium Property must be operational and display current license tags. Any abandoned or disabled vehicle that is left unattended for a period exceeding 72 hours, or any prohibited vehicle regardless of time, may be towed and stored at the owner's expense in addition to all other remedies.
6. The following vehicles are prohibited from being parked, stored, kept or maintained within the Condominium Property unless garaged:
  - a. Trucks or vans in excess of 3/4 ton, buses and pickup trucks with cargo in the bed
  - b. Vehicles licensed, painted or signed for commercial use
  - c. Boats, snowmobiles, skimobiles and jet skis
  - d. Recreational vehicles, including campers and mobile homes, and all trailers
  - e. Motorcycles and bicycles
  - f. Vehicles with loud exhaust systems and/or sensitive alarms

### **C. GARAGES & PARKING**

1. All resident vehicles must be registered with the Management Company. Any vehicles on the premises for thirty (30) days or longer are considered resident vehicles.
2. The garage must be used as the primary parking space for all residents. The driveway in front of the garage must be used as a secondary parking space for all residents.
3. Residents are prohibited from parking in guest parking areas. Guest parking areas are reserved for the guests of The Cottages at Savannah Unit Owners/residents.
4. Except designated parking areas, parking vehicles on Common Elements is prohibited.
5. Overnight street parking is prohibited without prior, written approval of the Board.
6. Garage doors must be kept closed when not in use.
7. Storing flammable or hazardous items in a garage is strictly prohibited.
8. During the snow removal season, drives with parked vehicles may not be plowed.

## **II. ENVIRONMENT OF LIMITED COMMON ELEMENTS**

The Limited Common Element is a subsection of the Common Element referred to in the Declaration as "Exclusive Use Areas." Each Unit Owner is hereby granted an exclusive and irrevocable license to use and occupy the Exclusive Use Areas appurtenant to his/her Unit as designated in the Drawings. Notwithstanding the foregoing to the contrary, fences shall *not* be a part of any Exclusive Use Area. The Drawings indicate that the Exclusive Use Areas encompass a 3-foot radius around the Unit and any structure adjacent to the Unit (e.g., patio areas).

### **A. WINDOWS & DOORS**

1. A request for installation or replacement of a door, storm door and/or window(s) must be submitted in writing to the Management Company for Board approval. Any damage to the Common Element as a result of the new installation is the Unit Owner's responsibility to repair at his or her expense.
2. Replacement windows must appear aesthetically identical to the window(s) being replaced. Windows must have white frames with white mullions.
3. Storm doors must be all white in color, have clear glass and brass hardware. Screen inserts must be maintained in good repair (e.g., not torn or loose).
4. Front doors must be steel or wood and appear aesthetically identical to the existing door if replaced. Front doors must also be painted all one color, which is "Tarrytown Green #HC-134" by Benjamin Moore (Moorcraft SuperSpec semi-gloss, latex paint).
5. Garage doors must have the same characteristics and appearance of existing doors/panels (e.g., no windows and factory-painted white). The approved garage door brand is Wayne Dalton, door series 9600.
6. Use of plastic or other non-glass window or door liners is prohibited on the Unit exterior.
7. Exterior-facing window treatments must be white.
8. Broken windows, torn screens and damaged front doors must be repaired immediately by the Unit Owner at his or her expense.

## **B. PATIOS, PORCHES & DECKS**

1. Storing personal items and/or nontraditional patio furniture on patios, porches or decks is prohibited.
2. The altering of decks, patios or porches must have prior, written Board approval.
3. Standard-size mailboxes meeting USPS guidelines may be installed on porches for disability reasons provided the Owner submits a request to the post office and the mailbox is not affixed to the Unit/building.

## **C. SIGNS**

1. Except as otherwise specifically provided below, signs or other advertising of any nature are prohibited from being displayed on or from any part of the Building, Unit or Condominium Property without prior written approval of the Board.
2. Security system signs not exceeding a height of two feet (2') or the size requirement of one foot by one foot (1' x 1') are permitted in the mulch bed closest to the Unit.
3. One (1) professional "For Sale" sign not exceeding 18" x 24" is permitted on a Unit's interior window or storm door.
4. Only during the hours of the Open House, three (3) professional "Open House" signs are permitted as follows: One (1) in front of the Unit, one (1) at the end of the street of the address for sale and one (1) at the entrance to the development. The seller is responsible for informing realtors of sign restrictions.

## **D. LANDSCAPING**

1. Any removals, additions or alterations to plants, shrubs, bushes or trees are prohibited without the Board's prior written approval.
  - i. The only exception is that annual flowers may be planted in moderation in Limited Common Element mulch beds without approval. Annuals must be removed by November 15.
2. A limit of three (3) lawn ornaments (e.g., statues, birdbaths, hummingbird feeders, shepherd hooks and welcome or seasonal signs) will be permitted in the front mulch areas provided they do not hinder grass cutting. Welcome and seasonal signs shall not exceed 36 inches (36"), and shepherd hooks shall not exceed 72 inches (72") in height.
  - i. A limit of one (1) birdbath *or* hummingbird feeder is permitted and considered as one of the three lawn ornaments.
  - ii. A maximum of three (3) potted annual/perennial plants no larger than eighteen inches (18") in diameter may be placed in the mulch area. Vegetable plants are prohibited.
  - iii. Wind chimes are *not* permitted.
3. Owners must water their exclusive areas (lawns) as needed. Please understand that the Board has the authority to attach a hose to any Unit in order to water landscaping if it deems necessary.
4. Any mulch purchased by a Unit Owner must be the same mulch used throughout the Association (brown shredded hardwood mulch).

### **III. MAINTENANCE AND REPAIR RESPONSIBILITIES**

The Declaration of Condominium Ownership and the Bylaws of The Cottages at Savannah Condominium Unit Owners' Association should be read by all Unit Owners and residents. Together, they fully explain the operation and maintenance of your Association. The following information was taken from these documents to assist you in maintaining your individual Unit. However, additional information can be found in the aforementioned governing documents.

#### **A. ASSOCIATION RESPONSIBILITIES**

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

1. Building exterior, foundations, roofs, siding and trim
2. Gutters and downspouts
3. Roadways, driveways and walkways
4. Common Element landscaping (except watering) and snow removal
5. Common Element utilities
6. Association's master insurance policy
7. Exterior post lamps and light/coach fixtures
8. Common Element exterminating services
9. Signage (including street and address signs)

#### **B. UNIT OWNER RESPONSIBILITIES**

Unit Owners are responsible to report promptly to Management any need for repairs that are the responsibility of the Association. In addition, Unit Owners are also responsible for the reasonable maintenance, repair and/or replacement of the following items:

1. All space bounded by the interior surfaces of the perimeter walls, floors and ceilings, including the garage space (and all improvements within that space)
2. The Limited Common Elements designated for his/her use, if improvements were made
3. All doors (including frames, jams, door screens/glass and garage door mechanisms)
4. Garage door openers and any equipment used for opening and closing garage door(s)
5. All windows (including frames, sashes, screens, glass and skylights)
6. All plumbing, electric, heating, cooling and other utility or service lines, pipes, wires, ducts and conduits serving only the Unit (including external compressor unit/pad and outside electrical outlets)
7. Any damage to any part of the Condominium Property, including the Common Element and/or Units, caused by the Unit Owner, Occupant or guest
8. Mailbox keys (if the previous Unit Owner did not provide you with a mailbox key, please contact the local Post Office)
9. Changing light bulbs in outdoor light/coach fixtures
10. Homeowners insurance for improvements and personal effects

#### IV. UNIT RESTRICTIONS

Any changes, additions or improvements to the Common Element (i.e., alterations that are not within the walls of a Unit) are prohibited without prior, written approval of the Board.

##### A. GENERAL

1. Except as otherwise specifically provided below, unless prior, written approval of the Board is obtained, Unit Owners shall not cause or permit anything to be hung or displayed on, or visible from, the exterior of any Unit, and no sign, awning, canopy, shutter, radio/television antenna, satellite dish, air conditioning unit or other wiring shall be affixed to, placed upon or protruding through the exterior walls or roof.
  - i. Roll-up sun shades may be installed without prior Board approval provided they are white and are not affixed to the fascia.
2. Installation of any satellite dish/antenna on, attached to or extending into the Common Element is prohibited (including attachment to the exterior siding or roof as described above). Any Unit Owner contemplating installing a satellite dish/antenna *anywhere* other than within the parameters of the Limited Common Element of the Owner's mulch/rock bed (on a pole) must submit a written request that includes a drawing indicating the proposed location, height and screening materials to be used for the Board's approval. The dish may not exceed 48" in height or 36" in diameter.
3. Garage, yard, patio and estate/tag sales are strictly prohibited.
4. In accordance with the Ohio Fire Code, charcoal burners, gas grills or any other type of open-flame devices (including but not limited to fire pits, chimineas, etc.) are prohibited from being used within ten (10) feet of a multi-family building; nor shall any propane tank or combustible material be stored anywhere on the Property. The Ohio Fire Code also prohibits operation of such devices on balconies and decks. Violations of the Fire Code should be reported to the local Fire Department at the non-emergency phone number.
5. Nothing may be nailed to or hung from any tree on the Condominium Property.
6. Clotheslines are prohibited. No clothing, sheets, blankets, laundry or other articles (including towels, bathing suits, etc.) shall be exposed on any part of the Property.
7. Artificial flowers, sunflowers and vegetable/fruit plants are prohibited.
8. Skateboard riding and rollerblading are prohibited.
9. Recreational equipment, including, but not limited to, swing sets, swimming pools and tents, are also prohibited.
10. Repairs made to Units by contractors or residents may only be performed between the hours of 8:00 a.m. and 8:00 p.m. Monday through Saturday, except in the case of an emergency.
11. Unit Owners shall perform their responsibilities in such manner so as not to unreasonably disturb other persons residing within the building.

## **B. FLAGS**

1. One standard-sized flag (not to exceed 3' x 5') of the United States of America is permitted to be displayed within the Limited Common Element in accordance with proper flag etiquette and provided the flag is secured to a bracket on the garage or a wire holder (not exceeding 3' tall) in the mulch bed.
  - a. Proper US Flag Etiquette: Always hang or fly the flag with the union (stars) in the upper left corner. A flag on a flagstaff should be able to fly free in the breeze and should only be attached to the flagstaff or halyard on the left edge of the fabric. Flagstaffs or flagpoles should be long enough or tall enough that the flag does not touch the ground. Flags should be taken in at night unless they are illuminated.
2. The flag must be made of nylon, polyester or cotton.
3. The location of the flag must not interfere with the use of any walkways.
4. The installation of a freestanding flagpole by an Owner in the Common Element is prohibited.
5. The flag must immediately be removed and/or replaced if it is worn, faded or tattered.

## **C. SEASONAL DECORATIONS**

1. Decorations on the lawn area are prohibited.
2. Seasonal decorations may be displayed around front doors, garage doors, windows, railings and in front bushes/trees using appropriate clips. Wreaths around coach light fixtures are also permitted. Electrical lighting must be rated for outdoor use, and caution should be used.
3. Landscape lighting must be kept in the mulch beds or along the sidewalks and conform to the standard outdoor ground spike, lantern-type lighting. Lanterns shall not be more than eight inches (8") high, and light bulbs must be either white or blue.
4. Seasonal lights or decorations may not be put up more than thirty (30) days before and must be removed no later than three (3) weeks after the holiday.
5. The Association may remove and store decorations that are not displayed in accordance with the above rules, and the cost of storage and removal shall be assessed to the Unit Owner. Once the decorations are removed, the Unit Owner will be notified of the storage location, the procedure and costs of retrieval, and the amount of time the decorations will be retained before they are discarded.

**D. OCCUPANCY RESTRICTION** *(Declaration Section 12(n) as amended)*

1. No person who is adjudicated to be a sexual predator or habitual sex offender and is required to register with a designated registering agency may reside in or occupy any Unit for any length of time.
2. Units must be occupied by and used for single-family purposes only as private dwellings for owners, their families or lessees and for no other purpose.
3. At all times, at least eighty percent (80%) of the occupied Units shall be occupied by at least one person who is fifty-five (55) years of age or older.

**E. RUBBISH REMOVAL**

1. Rubbish must be placed outside at the curb for pickup no later than 6:00 a.m. the morning of collection but no earlier than 4:00 p.m. the previous day.
  - a. Recyclables should be bagged, tied and placed in proper (green) container in order to reduce broken glass on the streets. Cardboard boxes should be flattened, tied together (if more than one) and placed at the curb for pickup.
2. Rubbish containers must be returned to the interior of the garage by 8:00 p.m. on the day of scheduled collection. Containers must remain inside the garage at all other times than noted above. If you cannot observe these time limits, please make arrangements with your neighbor(s) in order to comply.
3. All rubbish must be placed in securely tied/fastened bags before disposing of in a rubbish container(s) with the lid properly secured. Rubbish must be deposited directly into the appropriate waste container(s) and may not be left outside (Unit doors, garages, patios, etc.) overnight or for any extended period of time.
4. Large-item pickups (for items such as mattresses, furniture, etc.) are scheduled for the first Monday of each month (or the following day if the first Monday is a holiday). Refrigerators, freezers & AC units will not be picked up unless tagged to show the Freon was removed.

**F. PETS** (*Declaration Section 12(e) as amended*)

1. One (1) domestic cat or one (1) dog (excluding vicious breeds as described below) is permitted, provided it weighs no more than 60 pounds at maturity. Caged birds and fish tanks are also permitted within a Unit.
2. Wild or exotic pets (e.g., rabbits, livestock, fowl, reptiles, etc.) and vicious dogs (Doberman, Rottweiler, Presa Canario, any dog commonly known as a pit bull or any mixed breeds of the foregoing) are expressly prohibited. Except for domestic animals (household pets), no animals shall be raised, bred, kept or maintained for any commercial purpose in any part of the Condominium Property for any length of time.
3. All pets must be on a handheld leash and under the owner's control at all times when outside the Unit.
  - a. The *only* exception is that pets may be tethered outside of the Owner's Unit, provided the pet owner is present at all times and the pet is tethered at a reasonable distance to ensure the pet's safety and neighboring Unit Owner's safety.
4. Common Element green spaces may be used for pet relief areas while at the same time respecting the privacy of your neighbors and the appearance of community Common Areas.
5. Pet owners are responsible for the immediate, complete cleanup of their pet's waste and the proper, sanitary disposal of pet waste.
6. Pet owners shall be liable for any damages caused by their pet to any Common Elements including, but not limited to, shrubs, bushes, trees and grass.
7. Any pet causing a nuisance or unreasonable disturbance may be permanently removed from the Condominium Property upon three (3) days written notice from the Board. Upon the pet owner's receipt of such notice, the owner shall promptly and permanently, without recourse, remove such pet from the Unit and from the Condominium Property. *Nuisance* may be defined as the pet owner's failure to clean up after the pet or keep the pet on a leash when outside. *Unreasonable disturbance* is defined, but not limited to, excessive barking.
8. Pets must be registered with the Management Company by completing a Pet Registration Form (please contact Management for a form).

## **V. SELLING OR LEASING A UNIT**

### **A. SELLING A UNIT**

1. One professional "For Sale" sign not exceeding 18" x 24" is permitted on a Unit's interior window or storm door. Only during the hours of the Open House, up to three professional "Open House" signs are permitted as follows: One in front of the Unit, one at the end of the street of the address for sale and one at the entrance to the development. The seller is responsible for informing realtors of sign restrictions.
2. Within fifteen (15) days of executing a purchase or sales agreement, the Unit Owner, title company or real estate agent must notify the Management Company and arrange for a maintenance fee update letter and certificate of insurance.
3. At the same time as above, the Owner must provide Management with the following:
  - a. Names and full contact information for all residents
  - b. Name and contact info of any person managing the Unit on behalf of the Owner
  - c. Sale price
  - d. Mortgagee
  - e. Any change in the information required in a-d above must be provided to the Board within thirty (30) days of the change.
2. The Management Company will coordinate the paperwork with banks, real estate agents, appraisers and escrow agents. A transfer fee for these services (currently \$150.00) will be charged to the seller and applied to his/her account.
3. The seller is responsible for providing the following items to the buyer:
  - a. Copy of the Declaration and Bylaws, including any Amendments to same
  - b. Copy of the Handbook of Rules, Regulations & Information
  - c. Unit access door key(s), mailbox and garage door key(s)
  - d. Garage door opener(s)

**B. LEASING A UNIT** (*Declaration Section 12(l) as amended*)

The following Rules are in accordance with the amendment to Section 12(l) of the Declaration, as recorded at the Lorain County Recorder's Office on October 3, 2004:

1. Except for grandfathered rental Units or hardship exceptions, Units must be occupied by the Unit Owner(s) or the parent(s) or child(ren) of the Unit Owner.
  - a. Any Unit Owner that was leasing his/her Unit prior to October 3, 2004 and registered his/her Unit as being leased with the Association within ninety (90) days of said date, shall be considered "grandfathered" and may continue leasing that Unit until the title to said Unit is transferred to a subsequent owner.
2. To meet a special situation and to avoid an undue hardship or practical difficulty, the Board shall 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 may in no event be extended beyond the one twenty-four (24) month period.
3. In no event shall any Unit be rented for transient purposes, which is defined as a rental for any period less than six (6) consecutive months, nor rented to any business or corporate entity for the purpose of corporate housing or similar type usage. Sub-leasing of any Unit is also prohibited.
4. Units must not be occupied by more than one (1) single family.
5. The Unit Owner must provide the Management Company with the following information before the tenant may take up residence:
  - a. A copy of the lease.
  - b. Full name(s) of tenant(s).
  - c. Current contact information for tenant(s).
6. The lease document must contain a clause making it subject to the covenants and restrictions in the Association's Declaration, Bylaws, and Rules and Regulations.
7. The Unit Owner is responsible for making the tenant aware of the Rules and Regulations.
8. The Unit Owner is responsible for any violations of the Declaration, Bylaws and/or Rules and Regulations by the tenant. The Unit Owner is therefore liable to the Association for the conduct of the tenant, any enforcement assessments and/or property damages.

## **VI. MAINTENANCE FEES & COLLECTION POLICY**

1. All assessments, including maintenance fees, are due on the first (1<sup>st</sup>) day of the month and are considered late if not received by the tenth (10<sup>th</sup>) of the month.
2. An administrative late charge of thirty-five dollars (\$35.00) per month shall be incurred for any late payment and on any unpaid balance (subject to increase upon further notice).
3. Any payments made shall be applied in the following order:
  - a. Interest and/or administrative late fees owed to the Association
  - b. Collection costs, attorneys' fees incurred by the Association
  - c. Principal amounts owed on the account for common expenses and assessments
4. Any past due assessments may cause a lien and foreclosure to be filed against the Unit.
5. Any costs, including attorney fees, recording costs, title reports and/or court costs incurred by the Association in the collection of delinquent assessments shall be added to the amount owed by the delinquent Owner.
6. If any Owner (either by his/her conduct or by the conduct of any Occupant) fails to perform any act that he/she is requested to perform by the Declaration, the Bylaws or the Rules and Regulations, the Association may, but shall not be obligated to, undertake such performance or cure such violation and shall charge and collect from said Owner the entire cost and expense, including reasonable attorney fees, of such performing or cure incurred by the Association. Any such amount shall be deemed to be an additional assessment and shall be due and payable immediately following notification of such charge, and the Association may obtain a lien for said amount in the same manner and to the same extent as if it were a lien for common expenses.
7. If any Owner is delinquent in the payment of any fees for more than thirty (30) days, the Board may suspend the privileges of the Owner to vote.

## **VII. VIOLATIONS OF THE RULES AND REGULATIONS**

### **A. COMPLAINT PROCEDURE**

1. Complaints concerning violations of the Rules must be made to Management in writing (emails are acceptable) and must be signed by the individual filing the complaint.
2. Reports of violation should include violator's name or unit address (both if available) and a detailed description of the alleged violation (e.g., date, time, location, etc.).
3. The Board of Directors and/or the Manager will, in most cases, contact the alleged responsible Unit Owner after receipt of each complaint and a reasonable effort will be made to correct the violation.
4. If the reasonable efforts to effect compliance are unsuccessful, the Unit Owner will be subject to sanction in accordance with the assessment provisions contained in the Enforcement Procedure below.

## **B. ENFORCEMENT PROCEDURE AND ASSESSMENTS**

1. The Unit Owner shall be responsible for any violation of the Declaration, Bylaws or Rules and Regulations by the Unit Owner, guest(s) or the Occupants, including any tenants, of his/her Unit.
2. All costs for extra cleaning and/or repairs stemming from any violation also will be added to the responsible Unit Owner's account.
3. In addition to any other action and in accordance with the procedure outlined below, the Board may:
  - a. Levy an assessment for actual damages,
  - b. Levy a reasonable enforcement assessment of up to, but not exceeding, \$50.00 per occurrence and/or
  - c. Levy a reasonable enforcement assessment per day if the violation is continuous and of an ongoing nature.
4. Prior to the imposition of an enforcement assessment for a violation, the following procedure will be followed:
  - a. Written notice(s) will be served upon the alleged responsible Owner specifying all of the following items:
    - i. A reasonable date by which the Unit Owner must cure the violation to avoid the proposed charge or assessment
    - ii. A description of the Condominium Property damage or violation
    - iii. The amount of the proposed charge and/or enforcement assessment
    - iv. A statement that the Unit Owner has the right and procedures to request a hearing before the Board to contest the proposed charge and/or enforcement assessment
  - b. To request a hearing, the owner must mail or deliver a written "Request for a Hearing" notice, which must be received by the Board no later than the tenth (10<sup>th</sup>) day after receiving the notice required by Item 4a above.
    - i. If a Unit Owner timely requests a hearing, at least seven (7) days prior to the hearing, the Board shall provide the Unit Owner with a written notice that includes the date, time and location of the hearing. If the Unit Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the charge for damages and/or an enforcement assessment will be immediately imposed.
    - ii. At the hearing, the Board and alleged responsible Unit Owner will have the right to present any evidence. This hearing will be held in Executive Session, and proof of hearing, evidence or written notice to the Unit Owner to abate action and intent to impose an enforcement assessment shall become a part of the hearing minutes. The Unit Owner will then receive notice of the Board's decision and any enforcement assessment imposed within thirty (30) days of the hearing.
  - c. The Association may file a lien for an enforcement assessment and/or damage charges that remain unpaid for more than ten (10) days.

## IMPORTANT TELEPHONE NUMBERS

### Emergency:

Police or Fire Emergency.....	911
Police (Non-Emergency).....	(440) 327-2191
Fire (Non-Emergency).....	(440) 327-5311
Lorain County Sheriff.....	(440) 329-3709
Poison Control Center.....	(800) 222-1222

### Utilities:

City Utilities Department.....	(440) 353-0841
Ohio Edison (Electric).....	(800) 633-4766
Columbia Gas of Ohio.....	(800) 344-4077
Republic Services (Trash).....	(440) 458-5191
Time Warner.....	(877) 722-2253
Ohio Utilities Protection Service (OUPS).....	(800) 362-2764
Windstream.....	(800) 843-9214

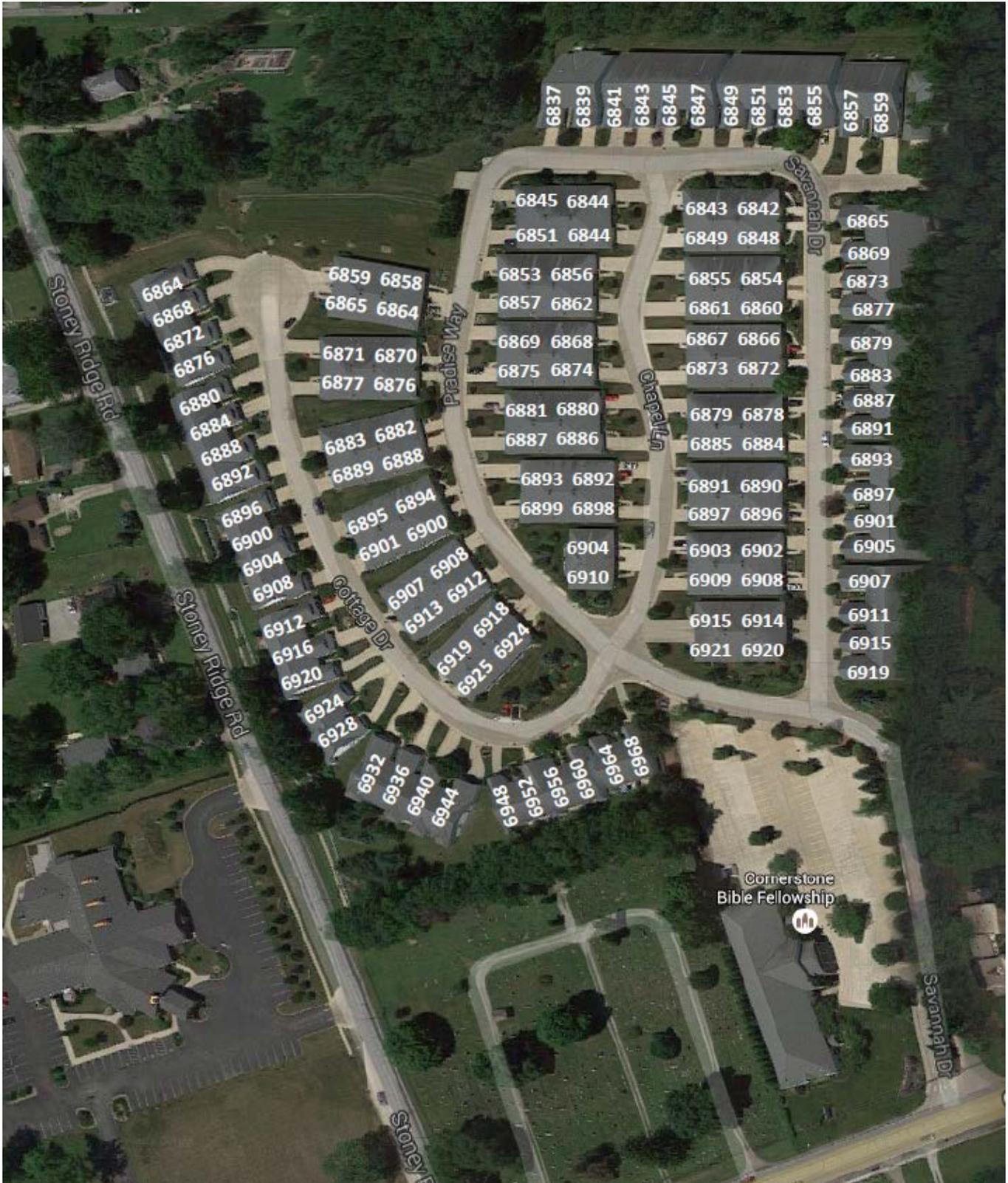
### KareCondo:

Customer Service.....	(330) 688-4900
Fax.....	(330) 688-4932
Emergency.....	(330) 688-4900
Email.....	info@karecondo.com
Website.....	www.karecondo.com

### General:

North Ridgeville Branch Library.....	(440) 327-8326
Alpha Property & Casualty (Insurance).....	(440) 835-8860
North Ridgeville Post Office.....	(440) 327-8806
City Hall.....	(440) 353-0819
French Creek Wastewater Treatment Plant.....	(440) 934-2008
North Ridgeville Senior Center.....	(440) 353-0828
Lorain County Auditor.....	(440) 329-5207

PROPERTY MAP  
UNIT ADDRESSES



PROPERTY MAP  
UNIT NUMBERS

