

**EAST BATH
WOODS**

AT EAST BATH VILLAGE

**HANDBOOK
OF
RULES & INFORMATION**

Date Enacted: November 12, 2002

Date Effective: December 12, 2002

WELCOME!

Welcome to EAST BATH WOODS CONDOMINIUM ASSOCIATION. We hope you enjoy your condominium unit. Our objective is to maintain East Bath Woods as a very nice place to live. In order to accomplish this, we established a handbook of rules and information that pertains to living at East Bath Woods.

This handbook contains rules and regulations that take into consideration the health, safety, comfort and property rights of all residents. We trust you will find them reasonable and will cooperate by upholding them. Preserving the standards of quality and appearance of our condominium property is a goal to be shared by all.

We ask that you keep this handbook handy and that you 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 or your Board of Managers. Additional information is contained in the East Bath Woods Condominium Association's Declaration and Bylaws as recorded in the Volume OR562, page 325 et seq., of the Summit County Records. **THE DECLARATION AND BYLAWS AUTHORIZE THE BOARD OF MANAGERS TO ADOPT AND ENFORCE THESE RULES AND REGULATIONS.**

Unit owners should have received a copy of the Declaration and By-Laws from the seller. If you do not have these documents, a copy can be obtained from the Management Company for a copy charge. 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.

Thank you,
The Board of Mangers
East Bath Woods Condominium Association

TABLE OF CONTENTS

SECTION	PAGES
1. GENERAL INFORMATION	4-5
2. CHANNELS OF COMMUNICATION	6
3. ENVIRONMENT OF COMMON AND LIMITED COMMON AREAS	7-9
4. UNIT OWNER RESTRICTIONS	9-12
5. MAINTENANCE AND REPAIR RESPONSIBILITIES	12-13
6. LANDSCAPING AND LAWN DECORATIONS FRONT LAWN AREA – REAR LAWN AREAS	13-14
7. GARAGES	14-15
8. MOTOR VEHICLES	15
9. PARKING	15-16
10. PETS	16
11. RUBBISH REMOVAL	16
12. INSURANCE	17
13. SALE OF CONDOMINIUM UNIT	17
14. RENTAL OF YOUR CONDOMINIUM UNIT	18-19
15. CABLE TELEVISION & SATELLITE DISHES	19
16. UTILITIES	19
17. MAINTENANCE FEES, LIEN PROCEDURES & COST OF COLLECTION	19-20
18. COMPLAINT PROCEDURE	20
19. COMPLAINT FORM	21
20. ENFORCEMENT PROCEDURES AND ASSESSMENTS	22-23
21. GOOD NEIGHBOR POLICY	23
22. TELEPHONE NUMBERS	24
23. EAST BATH WOODS PROPERTY MAP	25

SECTION 1

GENERAL INFORMATION

1. East Bath Woods Condominium Association is comprised of thirty-four (34) condominium units.
2. The Condominium Association is located in the City of Cuyahoga Falls.
3. Any public and dedicated streets are maintained by the City of Cuyahoga Falls. Parking areas, driveways and cul-de-sacs are private and maintained by the Association.
4. As a private condominium property, we are governed by our own Declaration and Bylaws as controlled by the Ohio Condominium Act, Ohio Revised Code Sec. 5311. We elect our Board of Managers (3) from our unit owners and the Board manages the Association affairs on behalf of all owners. Board Members serve without compensation for a term of office of three consecutive years. There are no term limitations. The terms for Board Members are staggered so as to elect one new Board Member each year. If a vacancy occurs between terms, the Board is authorized to appoint a replacement to fill the unexpired term. This arrangement was established to provide the Association members with continuity of experience and service from one year to the next.
5. A meeting of the owners for the election of Board Members is held each year. Following its election at the annual meeting, the Board of Managers is organized by electing from among itself the following officers: President, Vice-President, and Secretary/Treasurer. Regularly scheduled Board meetings are held throughout the year. Unit owners wishing to attend a Board meeting should call the Management Company to obtain a date, time and meeting location.
6. The Board, on behalf of the Association, retains the services of a professional Management Company. Since its inception, a Management Company has been hired to handle the day-to-day operations of the condominium property. They are responsible for the billing and collection of monthly management fees, the Association's financial records, obtaining bids for services rendered to the Association, i.e., landscaping, refuse pickup, painting, repairs, etc. They are also responsible for monitoring the performance of these vendor services and act in an advisory capacity of the Board of Managers. Any questions or inquiries should be directed to the Management Company.
7. State laws govern all Associations. Specific to each condominium complex is a set of Declarations and Bylaws, which are written to conform to the underlying law(s), but some of those provisions may be amended by vote of the unit owners. Using the Declaration and Bylaws as a guide, the Board of Managers has the responsibility

and authority to establish a set of Rules and Regulations unique to the needs of its own Association.

8. The Association and the Management Company do not have the responsibility for law enforcement at East Bath Woods. The responsibility for dealing with suspicious or criminal activity remains exclusively with the City of Cuyahoga Falls Police Department.

SECTION 2

CHANNELS OF COMMUNICATION

The Board of Managers consists of 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 monthly meeting, generally held on the 2nd or 3rd Tuesday of each month.

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 Association's owners, contractors and vendors. If you have questions or concerns about the maintenance of the property, please direct the matter to the Management Company, in writing. In case of an emergency, such as a fire, you should contact the fire/police departments.

The Board requests and appreciates your cooperation in respecting that Board members are not employees and should not be contacted directly on Association related matters outside of Board Meetings. Board members are not individually responsible for resolving Associations 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.

SECTION 3

ENVIRONMENT OF COMMON AND LIMITED COMMON AREAS

“Common Areas” are owned by all the unit the owners together and consist of the land, all foundations, slabs, structural elements and exterior surfaces of all buildings, all exterior utility lines and all shared interior utility lines, driveways and parking areas, trees, shrubs, landscaping and other common features.

“Limited Common Areas and Facilities” is that portion of the Common Areas and Facilities designated in the Declaration as reserved for use of a certain unit or units to the exclusion of the other units. Any changes in this area must have PRIOR WRITTEN BOARD OF MANAGERS APPROVAL.

1. The reasonable repair and maintenance of all of the Common Areas is done at the Association’s expense except as otherwise explained in the Handbook of Rules and Information, Declaration and Bylaws.
2. The Common Areas are for the use and enjoyment of all East Bath Woods unit owners and/or residents and may not be sub-divided.
3. Littering is prohibited.
4. Unit Owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his/her negligence or by any member of his/her family or his/her guest to Common & Limited Common Areas. The Association has the authority to arrange for repair to be made at the unit owner’s expense, if not done by the owner in a timely manner.
5. Please be considerate of your neighbors. Everyone has the right to the quiet enjoyment of his or her unit. Any noise that distracts or disturbs others is prohibited. (Example: loud music or TV, yelling or screaming or noisy animals causing a disturbance.)
6. Unit owners must report to the Management Company IN WRITING any repairs needed to the Common Areas that are the obligation of the Association to maintain.
7. Unit owners and tenants must not give work instructions to any Association service contractor. This requirement is not intended to reduce or refuse service but it is simply an administrative procedure to ensure that the contractor is performing the work in accordance with the contractual agreement. All service contractor requests must be submitted to the Management Company.
8. Neither the Association nor the Association’s service contractors will be held responsible for maintenance, repair or replacement of a resident’s personal property in Limited Common and Common Areas.

9. Individual garage, yard or patio sales are prohibited.
10. Skateboard ramps are prohibited.
11. No clothing or any other household fabric shall be hung outside of any unit. Outside clotheslines are prohibited.
12. No furniture or appliances are to be placed in the Common Areas overnight.
13. Storage of items in the patio or deck area is prohibited, other than patio furniture, a grill, garden hose holder, potted flowers and plants, and lawn artifacts. The patio or deck area should be kept in a neat and orderly manner.
14. The outside storage of property in the Common and Limited Common Areas is prohibited.
15. Toys, bicycles and etc., may not be left in the Common or Limited Common Areas overnight.
16. The riding of bicycles or any other small type vehicle is not allowed in the lawn areas. Riding of these types of vehicles must be in the paved areas only. These types of vehicles should not be parked on sidewalks, walkways and driveways overnight.
17. Flags of the United States of America and other seasonal or sports pennants are permitted. Flags are limited to a standard of 3' by 5' maximum size. Approved location for a flag holder is on the inside wood jamb at the side of the garage or front door. **Call the Management Co. (330) 686-2010 for information on the available source for a special type of bracket made for this inside installation. Units with a solid post on a covered entryway or porch may place the flag holder there. **HOWEVER, INSTALLATION OF HOLDERS ON SIDING IS PROHIBITED.** Seasonal or sport pennants should be limited to a reasonable time after the event.
18. **NO CONSTRUCTION OR ALTERATIONS OF ANY KIND SHALL BEGIN UNTIL WRITTEN APPROVAL HAS BEEN GRANTED BY THE BOARD OF MANAGERS AND BUILDING PERMITS (IF REQUIRED) HAVE BEEN ISSUED.**
19. The Common Areas are insured and maintained by the Association and the Board of Managers and its contractors. It is against our Declaration, Bylaws and the Handbook of Rules and Information for any individuals to claim as their own or to convert to their own private use any parts of the Common Areas.
20. Bristol Lane and the asphalt part of Hunter Parkway are public streets. The snow removal is provided by the City of Cuyahoga Falls.

21. The Association provides the reasonable snow removal for sidewalks, cul-de-sacs and driveways. If your car is parked on the driveway during snowfall you must move the car before the snowplow contractor arrives if you want your driveway plowed. The contractor should begin snow removal after an accumulation of two (2) inches or more.
22. Permanent underground watering systems are prohibited.
23. During the landscape season, residents must water the lawn and the shrubbery adjacent to the unit and including gazebos and common areas. Watering must be done often enough, particularly during the hot dry summer months, to prevent browning, disease and dying of grass.
 - a. Since the shrubs are trimmed in the summer and late fall, the fall trim is when any severe trimming should be done so that next spring the new growth makes them fresh.

COMMENTS: This unit owner/resident cooperation requirement is designed to save money by preventing expensive landscape repairs and replacements.

SECTION 4

UNIT OWNER RESTRICTIONS

1. Units shall be occupied and used for single-family purpose only as private dwellings for owners, their families, tenants, and guests.
2. UNIT OWNERS SHALL NOT MODIFY IN ANY MANNER THE EXTERIOR OF THE UNITS, THE GARAGES, THE BUILDINGS OR THE GROUNDS WITHOUT OBTAINING PRIOR, WRITTEN CONSENT FROM THE BOARD OF MANAGERS.
3. Additional installation of wiring for electrical, telephone, television systems, gas grills or air conditioning on the exterior of the building or which protrudes through the walls or the roof of the building is prohibited.
4. The use of plastic or other non-glass window or door liners is prohibited on the exterior of any unit.
5. Blankets, sheets and etc., are prohibited as window coverings.

6. Broken windows, torn screens, damaged front doors and garage doors must be repaired immediately by the unit owner at his/her expense.

a. Window(s) replacement requires PRIOR, WRITTEN approval from the Board.

The Board has pre-approved the following windows for replacement:

Manufacturer:	Polaris Technologies Windows
Models:	DynaTech Vinyl Window Systems
Color:	Same as windows being replaced

- **CALL THE MANAGEMENT COMPANY FOR PROPER CONTACT**
- **CUYAHOGA FALLS REPLACEMENT WINDOW IS THE NAME OF THE COMPANY THE AGREEMENT IS WITH**
- **BROCHURES ARE AVAILABLE THROUGH THE MANAGEMENT COMPANY**

Any windows other than above require detailed drawings and window specifications for Board written approval prior to installation.

7. No changes may be made in the color of the exterior unit doors. However, the color white has been approved as an alternate color for the exterior unit doors (adopted by the Board 5/15/01). Paint list is as follows, all paints are Sherwin Williams latex exterior:

- a. Charcoal – Sherwin Williams SW2280
- b. Barn Red – Sherwin Williams SW2307
- c. Light Blue – Sherwin Williams SW2272
- d. White – Approved as an alternate color for the exterior unit doors.

If front door is being replaced, it can be changed to white, but cannot be changed to a different original color.

8. Window air conditioning units are prohibited.

9. No exterior reflectors, basketball hoops (or other recreational equipment), light posts or flagpoles shall be erected by any resident.

a. Satellite dishes/antennas must be screened and not attached to the roof or siding.

10. Low voltage lighting is permitted with prior written Board approval for the front and rear deck and flowerbeds.

11. Other structures such as storage sheds, swimming pools, hot tubs, animal shelters, wood decks cannot be part of the unit, patio awnings or gazebos are prohibited.

12. Defacing of Common or Limited Common Areas is prohibited. No changes are to be made to the outside of the units including buildings. This would include planting of trees,

bushes, building of decks, fences and attachments of any items to the building and alterations of foundation beds in the front and the side without PRIOR WRITTEN approval from the Board of Managers.

13. No business is to be conducted, in the Common Areas that in any way creates a nuisance or in any way disturbs the neighbors.
14. Oil, fluid leaks or spills on roadways, parking areas or driveways must be cleaned IMMEDIATELY by the resident. Efforts must be made immediately to correct the mechanical problem of any vehicle leaking oil or other surface staining fluids. ANY UNIT OWNER WHO FAILS TO CLEAN THE AREA, WITHIN 20 DAYS, WILL BE CHARGED BY THE ASSOCIATION FOR THE CLEANING OF THE SPILL.
15. Unit owners and residents must not pour or spill any oil, solvent or any other volatile or flammable material into the storm sewers or Common Areas. Ohio EPA and the City of Cuyahoga Falls prohibit such disposal and the responsible parties will be turned into the proper authorities.
16. All signs, political or advertising, are prohibited in the Common or Limited Common Areas, except as permitted in "Sale of Condominium Unit," Section 13.
17. Storm Doors:
 - a. The installation of a storm door must have PRIOR, WRITTEN Board approval.
 - b. Storm doors must be an approved door, which will not detract from the overall architectural style of East Bath Woods.
 - c. Storm door options are limited to the following: All screen/storm doors must be white and full view type doors (i.e. one solid screen or a two section door with screen). If in doubt, ask a Board member.
 - d. Maintenance and replacement of the storm/screen door is the unit owner's responsibility.
18. Fences:
 - a. Privacy Fence
 1. The installation of a fence must have PRIOR, WRITTEN approval from the Board of Managers.
 2. Style: board-on-board
 3. Fence must be constructed of wood only.

4. Requests submitted to the Board of Managers must show a sketch detailing location, height, materials being used and how constructed.
5. Fences cannot be attached to the building in any manner.
6. Prior to proceeding, the unit owner must investigate and obtain any necessary building permits from the City of Cuyahoga Falls and provide a copy to the Board.
7. Privacy fence constructed by a unit owner must be maintained and insured by the unit owner and/or any subsequent purchaser of the unit.
8. The height of the privacy fence must not exceed six (6) feet or be less than four (4) feet.
9. The unit owner must obtain and submit, to the Board, a written consent signed by the owners on each side of the proposed fence construction.
10. Privacy landscaping is an alternative, but also requires PRIOR WRITTEN Board approval.

SECTION 5

MAINTENANCE AND REPAIR RESPONSIBILITIES

Certain maintenance and repair are the direct responsibility of the unit owner. These items are defined in the Declaration and Bylaws. Other maintenance and repair functions are the responsibility of the Association. Some of these items are printed below to assist you in your personal maintenance scheduling.

A. Unit Owner Responsibilities:

- Insurance for private homeowner coverage and those portions of a Unit not covered by the Association's insurance.
- The decorated surfaces, including painting, lacquer, varnish, wallpaper, tile and any other finishing material applied to the perimeter walls, floors and ceilings.
- All windows, screens and doors including the frames, sashes and jambs.
- Skylights, if any.
- All fixtures located within the bounds of a Unit, installed in and for the exclusive use of said Unit.
- All control knobs, switches, thermostats and base plugs, floor plugs and connections affixed to or projecting from the walls, floors and ceilings (which serve either the Unit or the fixtures located therein together) with the space occupied.

- All heating, cooling and ventilation equipment, including the concrete pads for the air conditioning compressor unit.
- All decks, patios, fencing or walls maintenance and/or replacement.
- Exterior water faucets and electrical outlets serving the individual unit.
- Garage door replacement, including mechanisms, tracks, springs, cables, locks, seals and automatic door openers and painting.
- Painting of all exterior doors.
- Area enclosed by a privacy fence.
- Watering of the shrubs, planting beds and trees around the unit.
- Replacement of shrubs.

B. Condominium Association Responsibilities:

The Association shall be responsible for the reasonable maintenance of the following:

- Common Area and specified building insurance.
- Building roof.
- Siding, trim, vents and shutters.
- Gutters and downspouts.
- Foundations.
- Roadways, driveways, parking areas, sidewalks.
- Common Area landscaping, grass cutting, fertilization, and re-seeding of lawn areas, except those areas enclosed by a privacy fence.
- All exterior utility lines and all shared interior utility lines.
- Common Area exterminating service.

NOTE: These lists are not meant to be all-inclusive, for more information, or if you have any questions, please contact the Management Company or refer to the Declaration and Bylaws for the community.

SECTION 6

LANDSCAPING AND LAWN DECORATIONS

FRONT LAWN AREA

1. To maintain a uniform appearance at East Bath Woods Condominiums, all common lawn areas will be mowed and fertilized by a professional landscaping contractor, with the exception of grass behind a fenced area. This area is the owners' responsibility. It is the responsibility of the unit owner to water plants, trees and lawns in their Limited Common Areas. Any unit owner who insists on extra personal lawn fertilization, must also fertilize all front adjoining grass areas so the total front area remains the same color of green.

2. Decorative items of a seasonal nature are permitted as follows:

- a. Flowerpots may be placed on stoops, porches, or in front foundation beds. No potted plantings may be placed on driveways. Shepherds hooks are permitted in the front foundation bed, or between drive landscape areas. All seasonal potted plants must be removed by October 31st.
- b. Those homes with small covered entryways or porches, are permitted **one** small bench or chair – neutral color, resin (plastic) wood, or metal – **and flower pots as detailed in 2a above**. These are to be removed by October 31st.
- c. Holiday decorations may be placed on the outside of doors or windows **HOWEVER**, the manner in which hung must be non-destructive and non-intrusive to exterior of the door, window or home siding. Holiday decorations must be removed within two weeks after the holidays.
- d. Holiday lights may be installed in plants, shrubs and trees, but **HOLIDAY LIGHTS MUST BE HUNG IN A NON-DESTRUCTIVE AND NON-INTRUSIVE MANNER TO THE EXTERIOR OF THE DOOR, WINDOW OR SIDING**. Holiday lights are permitted on gazebos, but must be removed within two weeks after the holiday.

3. The planting of annual flowers or bulbs in the existing foundation beds is permitted, but is the responsibility of the unit owners to maintain (i.e. weeding, watering, etc.) **NO MORE THAN THREE ARTIFACTS/LAWN DECORATIONS ARE PERMITTED IN FLOWERBEDS.**

4. The existing shrubs may be replaced by the owner, per the approved shrubbery list. The association will remove the old shrubbery, if needed.

REAR LAWN AREAS

1. The planting of flowers, flowering bushes, and vegetables is permissible within the rear portion of the Limited Common Areas along your foundation patio/deck, or back of the buildings but beds are not to exceed 36 inches in width.

THE COMMON AREAS MAY NOT BE CHANGED WITHOUT PRIOR WRITTEN APPROVAL.

SECTION 7

GARAGES

1. Garage doors must be closed when not in use.
2. Only minor maintenance to motor vehicles may be done in a garage. Body work, noisy repairs or repairs which result in fluids running onto the driveway are prohibited.

3. No flammable or hazardous items shall be stored in a garage.
4. The garage must be used as the primary parking spaces.
5. Owners are responsible for the maintenance, repair and/or replacement of their garage doors and their mechanisms, tracks, springs, cables, locks and automatic door openers.
6. Garage door replacement requires PRIOR, WRITTEN approval from the Board. (Steel Door, White, No Windows Permitted, Raised Panel)

SECTION 8

MOTOR VEHICLES

1. Parking of buses, mobile and/or motorized homes within East Bath Woods is prohibited.

NOTE: For the purpose of loading or unloading and in preparation for a trip a recreational vehicle may be parked on the unit's driveway space for a period of time not to exceed 24 hours.

2. Trucks, trailers, boats, recreational vehicles and motorcycles are prohibited unless parked within the confines of a garage while on the condominium property. Guests, who are visiting a resident, may park in the community preferably in the driveway. However, the Management Company must be notified on how long an owner's guest will be staying.
3. Vehicles that are licensed, painted, signed or used for commercial purpose must be kept within the confines of a garage while on the condominium property.
4. Moving vans are permitted to be temporarily parked on the street provided that the flow of traffic is not obstructed.
5. Vehicle repairs are prohibited in the parking areas and on the unit's driveway.

SECTION 9

PARKING

1. Additional family vehicles must be parked on the units' driveway space in front of the garage door.
2. Unit owners are prohibited from using guest parking areas.
3. Parking on any lawn areas and sidewalks is prohibited.
4. Parking in cul-de-sac or turn around areas is prohibited.

5. When entertaining guests for a specific function, the resident must advise guests to park in a designated guest parking space. (Not to be used by unit owners)

SECTION 10

PETS

1. Raising, breeding or keeping animals in a unit or Common Areas for commercial purposes is prohibited.
2. Dogs, cats or other common household pets may be kept in a unit.
3. Owners must clean up after their pets immediately after waste is deposited.
4. Tying pets to anything in the Common or Limited Common Areas is prohibited. Stakes, poles or runs are prohibited from being placed in the Common or Limited Common Areas.
5. Pets must be on a hand-held leash when not inside a unit.
6. Pet owners shall be held liable for any and all damages caused by their pets to the Common or Limited Common Areas.

SECTION 11

RUBBISH REMOVAL

1. Rubbish removal service and recycling is provided by the City of Cuyahoga Falls.
2. Rubbish, trash or other items to be disposed must be placed in an appropriate container or sealed bag.
3. Rubbish and/or trash may be placed at the curb for pick-up on the evening (after 5 p.m.) prior to collection and on the day trash is collected. The rubbish containers must be returned to the garage and pick-up day.
4. Trash containers and recycling bins must be stored inside the garage.

SECTION 12

INSURANCE

1. A master policy for insurance coverage is purchased by the Association in accordance with the Declaration.
2. Each unit owner/resident must obtain insurance at his/her own expense, affording coverage, upon his/her unit, personal property and for his/her personal liability. We recommend having your personal insurance agent review the Declaration, Bylaws and the Handbook of Rules and Information. If your insurance agent has questions about the Association's master policy, contact the Association's insurance agent. You may also want to obtain a quote for your personal insurance needs from the Association's insurance agent. For the name of the Association's insurance agent, telephone the Management Company.
3. Loss claims against the master policy must be filed by the Board of Managers.

SECTION 13

SALE OF CONDOMINIUM UNIT

1. All unit owners must notify the Management Company, in writing, of any changes in occupancy within thirty (30) days of such change.
2. A professionally printed "For Sale" sign is permitted only in one window or the storm door. Homemade signs are prohibited.
3. One "Open House" sign is permitted in front lawn only at the time of the open house.
4. Sale of your condominium unit:
 - a. After your unit is sold, you or your real estate agent must call the Management Company to make arrangements for the maintenance fee update letter.
 - b. **THE SELLER IS RESPONSIBLE FOR PROVIDING THE FOLLOWING INFORMATION TO THE BUYER:**
 1. A copy of the Declaration, Bylaws & Homeowners' Manual;
 2. A copy of the Handbook of Rules and Information; and
 3. A written notice of all architectural changes and improvements constructed by seller or previous sellers that are the responsibility of the unit owner to repair and maintain.

SECTION 14

RENTAL OF YOUR CONDOMINIUM UNIT

1. No unit shall be leased by a unit owner to others for business, speculative, investment or any other purpose. The purpose of this restriction is to create a community of resident owners.
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** no 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.

AFTER THE 24-MONTH EXCEPTION, OWNERS MAY ONLY LEASE/RENT UNIT TO PARENTS OR CHILDREN OF THE UNIT OWNER.

3. In no event shall a unit be leased by the unit owner thereof for transient purposes, which is defined to mean a lease for any period less than six (6) full, consecutive calendar months.
4. "For Rent" signs are prohibited.
5. Units shall not be occupied by more than one (1) single family.
6. The condominium unit owner must provide the Management Company with the following information prior to tenant moving in:
 - a. A copy of the lease;
 - b. The full name of tenant and phone number; and
 - c. The names of all occupants of the unit.

Note: Providing the name of your tenant will enable the Management Company to acknowledge service requests, answer questions and etc. Help us make your tenant feel at home at East Bath Woods.

7. The owner is responsible for making the tenant aware of the Declaration, Bylaws and the Rules and Regulations of East Bath Woods.
8. The owner is responsible for all tenant violation(s) of the Declaration, Bylaws and the Rules and Regulations. The owner is responsible for penalty assessments and all other damages and any recourse the Board may wish to take against a tenant who is in violation.

9. The lease document must contain a clause making it subject to the covenants and restrictions in the East Bath Woods Declarations, Bylaws and the Handbook of Rules and Information.

SECTION 15

CABLE TELEVISION

1. Cable is available to East Bath Woods residents. This service is provided by Time Warner Cable. Their telephone number is: 330-633-9044
2. Cable television is a private agreement between the unit owner and/or resident and the cable company, at the resident's expense.
3. Arrangements for the installation and/or disconnection of service is a unit owner's and/or resident's responsibility.

SECTION 16

UTILITIES

Each East Bath Woods condominium resident is responsible for the payment of his/her individually metered utilities:

Water:	City of Cuyahoga Falls	#330-971-8130
Sewer:	City of Cuyahoga Falls	#330-971-8130
Electric:	City of Cuyahoga Falls	#330-971-8250
Gas:	East Ohio Gas	#330-794-0790
Telephone:	Ameritech	#800-660-1000

Note: Wiring for telephone and cable service must not be placed on the exterior of the building.

SECTION 17

MAINTENANCE FEES, LIEN PROCEDURES & COST OF COLLECTION

1. All assessments, including maintenance fees, are due on the first (1st) day of the month and are considered late if not received by the fifteenth (15th) of the month.
2. An administrative late charge of \$10.00 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:
 1. Administrative late fees owed to the Association

2. Collection costs, attorney's fees incurred by the Association
3. Principal amounts owed on the account for common expenses and assessments.
4. Any past due assessments may cause a lien and foreclosure to be filed against the 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 owner.
6. If any owner (either by his or her conduct or by the conduct of any occupant) fails to perform any act that he/she is requested to perform by the Declaration, the Bylaws or the Rules 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.

SECTION 18

COMPLAINT PROCEDURE

1. Complaints against anyone violating the rules are to be made to the Management Company **IN WRITING** and must contain the signature of the individual filing the complaint. The identity of the individual filing the complaint will not be revealed unless a hearing is held. However, the written complaint is a necessary record if further action is taken.
 - a. The complaint form on page 21 suggests the material to be included in the written complaint. Copies of this form are available from the Management Company (330-686-2010).
2. The Management Company will, in most instances, investigate the written complaint, contact the alleged violator in writing about the complaint and inform the violator to cease the violation.
3. If reasonable efforts to gain compliance are unsuccessful, the unit owner will be subject to a sanction in accordance with the penalty provisions contained hereunder.

EAST BATH WOODS CONDOMINIUM ASSOCIATION

COMPLAINT FORM

Nature of Complaint (i.e. Pet, Noise, etc.) _____

LOCATION: _____

NUMBER OF OCCURANCES: _____

DATE (S): _____

TIME (S): _____

NAME OF OFFENDER (IF KNOWN): _____

UNIT ADDRESS (IF KNOWN): _____

DETAILS – BE SPECIFIC, PLEASE: _____

HAVE YOU PERSONALLY MADE ANY ATTEMPT TO RESOLVE THIS PROBLEM:

_____ YES _____ NO

IF "YES", WHAT WERE THE RESULTS? _____

RECEIVED BY OFFICE:

DATE

YOUR SIGNATURE

MANAGER OR OTHER

YOUR UNIT #

DISPOSITION: _____

SECTION 20

ENFORCEMENT PROCEDURES AND ASSESSMENTS FOR RULE VIOLATIONS

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 of his/her unit.
2. A rule violation that, by the determination of the Board, affects the rights of others or their property will result in immediate legal action.
3. The entire cost of effectuating a legal remedy to impose rule compliance, including attorney fees, shall be added to the account of the violating unit owner.
4. In addition to any other action and in accordance with the procedure outlined in Section 6 below, a penalty assessment of \$50.00 per occurrence, or if the violation is of an outgoing nature, per day, MAY be levied by the Board on any unit owner found in violation of the Rules.
5. All costs for extra cleaning and/or repairs stemming from the violation of a rule will also be added to the responsible unit owner's account.
6. PRIOR to the imposition of a penalty assessment for a rule violation, the following procedures will be followed:
 - a. Written demand to stop the alleged violation will be served upon the alleged responsible unit owner specifying:
 1. The nature of the alleged violation;
 2. The action required to stop the alleged violation; and
 3. A twenty-four (24) hour time period during which the alleged violation be abated without the imposition of an assessment, if the alleged violation is a continuing one, or a statement that any further alleged violation of the same rule may result in the imposition of an assessment.
 - b. If the same rule is allegedly violated past the time period set above, or over a period not to exceed twelve (12) months, the Board will serve the alleged owner written notice of a hearing to be held by the Board. This notice will contain:
 1. The nature of the alleged violation;
 2. The time and place of the hearing, including at least a seven (7) day notice;
 3. A request for the alleged responsible unit owner to attend the hearing and supply a statement or evidence on his/her behalf, and
 4. The intent of the Board to impose up to a fifty-dollar (\$50.00) assessment per violation occurrence.

- c. At the hearing, the Board and the 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 assessment shall become part of the hearing minutes. The assessment will only be imposed by the unanimous vote of the members of the Board present at this hearing. The unit owner will then receive notice of the Board's decision and any penalty assessment imposed within ten (10) days of the hearing.

SECTION 21

GOOD NEIGHBOR POLICY

The East Bath Woods' Declaration, Bylaws and the Handbook of Rules and Information define the standard of living residents may expect from our condominium environment. These documents are designed to protect the rights of each resident. However, policy and procedure cannot replace courtesy and the need to communicate with each other. Before filing a complaint about a neighbor, take the time to have a personal discussion. Neighbors talking with each other, in a non-threatening way, can achieve quicker results in a friendlier fashion. Our community spirit lies within the hands of each resident.

East Bath Woods Condominium Association

Collection Policy

1. All assessments, including maintenance fees, are due on the first (1st) day of the month and are considered late if not received by the fifteenth (15th) of the month.
2. An administrative late charge of ten dollars (\$10) 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, attorney's 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/Lot.
5. Any costs, including attorneys' fees, recording costs, title reports and/or courts costs incurred by the Association in the collection of delinquent assessments shall be added to the amount owed by the delinquent Owner.
6. If any Owner (either by his or her conduct or by the conduct of any occupant) fails to perform any act that he/she is requested to perform by the Declaration, the Bylaws or the Rules 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 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.

Enacted at 3/20/07 Board Meeting

SECTION 22

TELEPHONE NUMBERS

A. MANAGEMENT COMPANY: Carnation Realty, Inc.

MAILING ADDRESS: P.O. Box 1436
Stow, Ohio 44224

PHYSICAL ADDRESS: 3653 Darrow Road Suite 8
Stow, Ohio 44224

TELEPHONE NUMBER: (330) 686-2010

FAX NUMBER: (330) 686-6550

EMAIL ADDRESS: condo@carnationrealty.com

OFFICE HOURS: Monday thru Friday 9:00am to 5:00pm
Saturday 9:00am to 1:00pm

- An answering machine will record your message and we will return your call at the start of the next business day.
- After Hours Emergency Only Telephone Number: (330) 688-4338
- Emergency shall be defined as a situation affecting the safety of a unit owner or threatening damage to the Common Area property.

B. EMERGENCY INFORMATION:

All Emergency Services -----911
City of Cuyahoga Falls – Police Dept (Non Emergency) –330-928-2181
City of Cuyahoga Falls – Fire Dept (Non Emergency) – 330-971-8400

C. SERVICE INFORMATION:

Time Warner Cable -----330-633-9044
East Ohio Gas-----330-794-0790
City of Cuyahoga Falls
Electric Dept. -----330-971-8250
Water Dept -----330-971-8130
Ameritech -----1-800-660-1000

KEEP THESE TELEPHONE NUMBERS CLOSE TO YOUR TELEPHONE