



# The Lakes of Franklin Mills Association Handbook of Rules, Regulations & Information

## **WELCOME TO THE LAKES OF FRANKLIN MILLS ASSOCIATION!**

On behalf of the Association, we would like to welcome you to “The Lakes of Franklin Mills”. We hope you find the Lakes of Franklin Mills a very nice place to live. To accomplish this, we have established a set of Rules, Regulations and Information that pertain strictly to living at the Lakes of Franklin Mills in a homeowner association atmosphere. These are common sense Rules, Regulations and Information that take into consideration the health, safety, and comfort 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 that you refer to it when necessary. If something arises that may not be covered in the handbook, please do not hesitate to contact KareCondo, at P.O. Box 1714, Stow, OH 44224, or by telephone at (330) 688-4900.

Additional information is contained in the Lakes of Franklin Mills Declaration and Bylaws as recorded in **Volume 200504265** and the Single Family Homes of the Lakes of Franklin Mills Declaration and Bylaws as recorded in **Volume 200514664** of the Portage County Records. A copy of these Declarations and Bylaws and all current amendments may be obtained from the Portage County Recorder’s office or from KareCondo.

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 prevail.

Sincerely,

The Board of Directors  
The Lakes of Franklin Mills Association

## **CHANNELS OF COMMUNICATION**

The Board of Directors consists of five individuals who are Home Owners and are elected by their fellow Home Owners. Board members serve without compensation and are responsible for making the decisions affecting our Common Element. Decisions concerning the Common Element are made during the Board's regular meetings, typically held quarterly and monthly during the summer months.

In between the Board meetings, the Association relies on the Management Company to carry out the Board's decisions and handle all communications by and between the Home and Condo Owners, contractors and vendors. If you have questions or concerns about the maintenance of the Common Element, please direct the matter to the Management Company in writing or by telephone. 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 Association matters and will 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. Any maintenance performed by a vender on behalf of a Home Owner at the Home Owner's expense will not be reimbursed if that Home Owner did not contact the Management Company and utilize proper channels in order to have the maintenance issue remedied.

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## **INTRODUCTION**

The Lakes of Franklin Mills Association is comprised of 132 single family homes and 71 condominium cluster style buildings.

Located in the City of Kent, the Common Element is served by the Kent Police and Fire Departments and the Kent branch of the U.S. Postal Service.

Other than the condominium drives and Edgewater Circle, the streets within the Association are dedicated streets and therefore public and maintained by the City of Kent.

Each home and condo is individually metered for the local utilities and is the responsibility of the individual Home or Condo Owner. Sewer cost is also the responsibility of the individual Home or Condo Owner and will be billed individually based on water usage. Rubbish is picked up on Thursday.

As a private Association, we are governed by the recorded Declaration and Bylaws. We elect our Board of Directors, which is composed of five Home and/or Condo Owners, each serving a three year term. The Board manages Association affairs on behalf of all Home/Condo Owners. The Board of Directors meeting dates vary; please contact the Management Company to confirm dates and times. Meetings are normally held at the Management Company's office in Stow. If you wish to attend a Board meeting you must notify the Management Company in advance and arrangements will be made accordingly for your attendance.

The Annual Membership Meeting for the election of Board Members is held in the first quarter of each year at a location within Portage County. Date, time and location will be announced no-later-than 10 days prior to the meeting, but usually 30-60 days prior.

KareCondo, a professional association management firm, handles the day-to-day management of the Association. It is responsible for the billing and collection of maintenance fees, obtaining bids for services rendered to the Association, e.g., snowplowing and landscaping, and monitoring these services. It also acts in an advisory capacity to the Board of Directors. Any questions or inquiries must be directed to KareCondo at (330) 688-4900. KareCondo's 24/7 emergency number is 330-734-8303 and should only be utilized for true emergencies that threaten the Common Element.

KareCondo's website address: [www.karecondo.com](http://www.karecondo.com)

### **What is a Homeowners Association?**

It is **not** a Condominium Association.

The Home Owner actually owns their home and a plot of land surrounding the home and therefore is responsible for insuring the home and plot. The Condo Owners are part of a Condominium Association which governs the Condo Owners; please refer to The Lakes at Franklin Mills Condominium Owners Association Declaration and Bylaws for more information. The Lakes of Franklin Mills Association is considered a “Master Association” and has oversight over the Condo Association.

The Association is only responsible for the Common Element. The Common Element is defined as everything within the Association grounds excluding the homes, their plots, and the Condo Association. This means that the Association is responsible for everything outside of the home plots and the condo land, i.e. main center islands, entrances, retention ponds, etc.

Of the 132 single family homes there is a subset of 47 single family homes referred to as the “Lifestyle Homes.” The Lifestyle Homes were sold by the builder obligating the Association to provide and manage additional services for their lots. Lifestyle Home Owners pay an additional monthly maintenance fee which supports the cost of the additional services and is separately accounted for. The additional services being provided to the Lifestyle Homes are as follows:

1. The reasonable maintenance of the lawns, i.e. mowing and fertilization, and;
2. The reasonable maintenance of the planting beds from edge to edge in the front of the home, i.e. weeding, trimming, mulching (does not include the removal or replacement of plant material), and;
3. The removal of snow from the driveways, walkways and stoops once 2” of snow has accumulated (deicing is the responsibility of the Home Owner).

Please note that Condominium Owners are also subject to the governing documents of “The Lakes at Franklin Mills Condominium Association”. If there is a conflict between the following rules and the governing documents of “The Lakes at Franklin Mills Condominium Association”, whichever rule is more restrictive shall apply.

## **I. ENVIRONMENT OF THE COMMON ELEMENT**

### **A. GENERAL**

1. Littering is prohibited.
2. The placement or storage of items in the Common Element is prohibited without prior, written approval of the Board. Examples of prohibited items include, but are not limited to, bicycles, litter, boots/shoes, vehicles and furniture.
3. Tents, camping related equipment or any type of portable living quarters are prohibited within the Common Element.
4. Damage caused to the Common Element by a Home Owner shall be repaired or replaced by the Association at the expense of the responsible Home Owner. Home Owners will be held responsible for any damage caused by their tenants or guests.
5. Baseball, football, golf or any other sport games are prohibited within the Common Element.
6. Noise that constitutes a nuisance or causes a disturbance to other residents within the Common Element is prohibited.
7. Any types of private sales that draw traffic to the Common Element are prohibited.
8. Solicitation is prohibited within the Common Element.
9. Off road vehicles, bicycle riding, skateboarding and rollerblading are prohibited within the Common Element.
10. Feeding of wildlife is prohibited within the Common Element.
11. Plantings of any plant material considered to be a food source is prohibited.
12. Lawn ornaments and decorations, including statuary and plastic flowers, are prohibited within the Common Element without prior written approval from the Board of Directors.
13. Outdoor clothes drying are prohibited.

### **B. GARAGES AND PARKING**

1. All garage doors must be kept closed when not in use.
2. Storage of flammable or hazardous items within the Common Element is prohibited.
3. Parking is prohibited at all times in the following area(s):
  - a. Designated fire lanes;
  - b. In front of any mailbox kiosk or blocking any driveway/parking pad; and
  - c. Any place not specifically designated for parking.
  - d. Visitor parking spaces are for the guests of residents only.

### C. MOTOR VEHICLES

1. Vehicles not utilized on a regular basis should be stored in that resident's garage.
4. The following vehicles are prohibited from being parked, stored, kept, or maintained for more than 72 hours in a seven day period: boats, trailers, campers, motor homes and other recreational equipment.
5. Vehicles that are leaking fluid are prohibited from the Common Element. Home or Condo Owners are responsible for the immediate cleanup of any leaked fluids.
6. Bicycles may be parked only in a garage and are prohibited from being ridden on the Common Element except for ingress and egress purposes. Off-road vehicles are prohibited.

### D. SIGNS

1. Except as otherwise specifically provided below, signs are prohibited from being displayed on or from any part of the building, Home or Condo or Common Element unless prior written approval of the Board is obtained.
2. One professional "For Sale" is permitted not in excess of 8 square feet.
3. "Open House" signs may only be utilized during the actual hours of the open house. All other signs are prohibited and may be removed.
4. Political signs prior to elections as permitted by law which shall be removed within three (3) days after the election.
5. Security signs are allowed and must be located within 2 feet of the structure.

### E. PETS (Item 2 amended on 3/13/2012)

1. Dogs, cats, and other common household pets are permitted to a maximum of four (4) total pets per Home or Condo.
2. All pets must be on a hand-held leash, not longer than 6 feet, and under the control of the owner at all times when ~~outside the Home or Condo~~ **within the Common Element.**
3. Pets shall not be tied, fenced, or housed outside of any Condo.
4. Pet owners are required to immediately remove all waste deposited by their pet and dispose of in a manner which is consistent with established sanitary practices.
5. Pet owners shall be liable for any and all damages caused by their pet to any Common Element including, but not limited to, shrubs, bushes, trees and grass.
6. Washing and/or grooming of pets in the Common Element is prohibited.
7. Any pet creating a nuisance or unreasonable disturbance on a continuous basis, as deemed by the Board, may be permanently removed upon ten (10) day written notice from the Board of Directors.

## **F. PONDS, LAKES & WATERWAYS**

1. No boats, canoes or other floating devices are permitted.
2. No docks of any kind are permitted.
3. No swimming or wading is permitted.

## **G. RUBBISH REMOVAL**

1. All rubbish must be placed in securely tied plastic bags and placed in waste containers with lids on tight.
2. All garbage or trash containers shall be kept inside. The containers may be placed outside on the day prior to scheduled trash pick-up and shall be returned inside after the trash is picked up on the same day as the trash pick-up.

## **II. MAINTENANCE AND REPAIR RESPONSIBILITIES**

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

### **A. ASSOCIATION RESPONSIBILITIES**

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

1. Common Element landscaping.
2. Common Element lighting.
3. Common Element master insurance policy.
4. Utilities separately metered for Common Element use.

### **B. HOME OWNER RESPONSIBILITIES**

1. The entire structure/home and plot and everything appurtenant to the structure/home and plot.
2. All utility service lines, pipes, wires, conduits, which exclusive service your Home.
3. Mailboxes (any change in the color or style of the mailbox must be approved by the Architectural Committee).
4. Each resident should acquire Homeowners Insurance coverage. The Association carries insurance in accordance with the Declaration. Only the Board may file claims against the master insurance policy. It is suggested that you or your insurance agent contact the Association's Insurance Agent. You may contact the management company for the name and telephone number of the Association's Insurance Agent, or see "Important Telephone Numbers" in the rear of this handbook.

### **III. HOME RESTRICTIONS**

#### **A. GENERAL**

1. A home may not be utilized as a place of business.
2. Door, porch, gate, fence or lamp post decorations that are seasonal in nature are permitted during that holiday period only and may not be installed more than three weeks prior to and must be removed no later than 15 days after the holiday.
3. Home Owners shall keep their landscape reasonably free of weeds, underbrush, refuse, trash, and unsightly objects, and shall keep the landscaping neat and trimmed and their lawn maintained to height not more than six (6) inches.
4. No satellite TV dishes, (except mini dish satellites of an area of four feet square or less), radio towers, antennas, overhead wires (except TV. Antennas attached to a structure and not extending further than four feet above the roof) are permitted.
5. No outdoor clothes drying are permitted.
6. No Owner shall cause or permit any noxious or offensive activity to be carried on within the Property, which may be or become an annoyance or nuisance to others.
7. No Improvement shall be used for any purpose other than that for which it was originally designed and approved by the Architectural Committee.
8. No facilities, including poles and wires for the transmission of electricity, cable TV, internet services, telephone messages and the like shall be placed or maintained above the surface of the ground;

#### **B. FLAGS**

1. One standard-sized flag (not to exceed 3' x 5') of the United States of America is permitted to be displayed on a pole attached to the wood trim of the garage only.
2. The flag must be made of nylon, polyester, or cotton.
3. The location of the flag must not interfere with the use of any walkways or obstruct the view of any driveways for motorists or pedestrians.
4. The installation of a free-standing flag pole in the ground is prohibited.
5. The flag must immediately be removed and/or replaced if it is worn, faded or tattered.
6. A flag left up after sundown must be lit. Prior Board approval is required before the installation of such lighting.

### C. EXTERIOR MODIFICATIONS

1. Every proposed modification to the exterior of your home or plot, to include the replacement of windows or doors, must be submitted in writing with appropriate drawings to the Architectural Committee for written approval at least 30 days prior to the intended commencement of the project. No project may be initiated until written approval is received from the Committee.
2. Painting or changing the exterior appearance of the building, including doors and windows, is prohibited without the prior, written approval of the Board.
3. Installing any sign, awning, canopy, or shutter on the exterior of the building is prohibited without the prior, written approval of the Board.
4. Placing or installing any air-conditioner, ventilator or similar device through the exterior walls or roof of the building is prohibited without the prior, written approval of the Board.
5. Making any changes or alterations to any part of the Common Element is prohibited, except where otherwise provided, without the prior, written approval of the Board.
6. Installing any exterior additions or alterations to the Home is prohibited without the prior, written approval of the Board, i.e. wires or cabling, etc.
7. Below ground swimming pools are permitted within the Property except no pools are permitted on Subplots 58 through 66 due to the proximity to wetlands and the instability of the sites. All in ground pools must be directly behind the house (meaning that no part of the pool or any structure around or used in conjunction with the pool, including pumps, may extend beyond the outside corners of the back wall of the building) and the farthest point of the pool and any structure around the pool or used in conjunction with the pool, including pumps, walkways, patios, gazebos, and fences must not *be* more than twenty five (25) feet from the back wall of the house.
8. No above ground pools are permitted, except temporary children's pools no more than two (2) feet deep and eight (8) feet in diameter located directly behind the house (within an area not visible from anywhere in the front yard of the house) and no more than fifteen (15) feet from the back wall of the house.
9. Portable hot tubs and spas are permitted provided they are directly behind the house and not visible from anywhere in the front yard of the house and the farthest point of the tub, spa, and any enclosure is no more than fifteen (15) feet from the back wall of the house. The design of the tub, spa and any enclosure or screening (including plantings) is subject to the approval of the Architectural Committee and subject to the rules and regulations of the Association.
10. No unattached garages, sheds, or out building of any nature whatsoever is permitted on any Sub-lots which abut any body of water within the Property. On all other Sub-lots one story sheds are permitted provided they are the same or similar color as the house, no larger than ten (10) feet by twelve (12) feet, located directly behind the house (within an area not visible from anywhere in the front yard of the house), and are either attached to the back of the house or

the wall of the shed nearest the house is no more than two (2) feet from the back wall of the house.

#### **D. SALE OF A HOME OR CONDO**

1. Within fifteen (15) days of executing a purchase or sales agreement, the Home or Condo Owner, Title Company, or real estate agent must notify the Management Company and make arrangements for a maintenance fee update letter. At the same time as above, the Home or Condo Owner must provide the following:
  - a. Names of all residents;
  - b. Home and business mailing addresses;
  - c. Home and business telephone numbers;
  - d. Name, business address and telephone number of any person who manages the Home or Condo on behalf of the Home or Condo Owner;
  - e. Sales price; and
  - f. Mortgagee.
  - g. Any change in the information required in a-d 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 may be charged to the seller and paid out of escrow from proceeds due to the seller at the time of title transfer.
3. Only one 11"x14" professional "For Sale" sign is permitted in the window of the home or condo with the name of the real estate agency.
4. Only one professional "For Sale" sign is permitted in the Common Element ten feet (10') straight out in front of the entrance to the home or condo that is for sale.
5. "Open House" signs may only be utilized during the actual hours of the open house. All other signs are prohibited and may be removed.
6. All other signs are prohibited. Signs may not be attached outside the windows.
7. The seller is responsible for providing the following items to the buyer:
  - a. Copy of the Declaration and Bylaws, and any Amendments to same.
  - b. Copy of the Rules and Regulations.
  - c. Home or Condo access door key(s), mailbox, and garage door key(s).
  - d. Garage door opener.

#### **E. LEASING OF A HOME OR CONDO**

1. Leasing (renting) of a Home or Condo is not permitted.

## **F. MOVING**

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

## **G. COLLECTION POLICY**

1. All annual maintenance fee payments must be received by February 15th of each year.
2. After the 1st of March, a late fee of \$50.00 will be assessed and billed accordingly.
3. After the 1st of April, a Delinquency Letter will be sent by the Association's Collection Agent and the fee for service (\$75.00) will be applied to your account. Collection fees are subject to change.
4. After the 1st of June the Association's Collection Agent will place a lien on your home and the fee for service and filing of the lien (\$250.00) will be applied to your account. Collection fees and the cost for filing a lien are subject to change.
5. 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.
6. Any costs, 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 Home or Condo Owner.
7. If any Home or Condo 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 correct such violation and shall charge and collect from said Home or Condo Owner the entire cost and expense, including reasonable attorneys' fees, of such performing or correction 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.
8. If any Home or Condo Owner is delinquent in the payment of any fees for more than thirty (30) days, the Board may suspend the privileges of the Home or Condo Owner to vote and/or use any of the amenities.

## **H. COMPLAINT PROCEDURE**

1. Complaints concerning any violations must be made to the Management Company in writing and must be signed by the individual filing the complaint. Violation reports via email are acceptable.
2. Reports of violation should include violator's name or Home or Condo address (both if available) and a detail description of the alleged violation, i.e. date, time, location, etc.
3. The Board of Directors and/or the Manager will, in most cases, contact the alleged responsible Home or Condo 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 Home or Condo Owner will be subject to sanction in accordance with the assessment provisions contained in the following Section I, Enforcement Procedures and Assessments for Rule Violations.

## **I. ENFORCEMENT PROCEDURES AND ASSESSMENTS FOR RULE VIOLATIONS**

1. The Home or Condo Owner shall be responsible for any violation of the Declaration, Bylaws or Rules and Regulations by the Home or Condo Owner, guest(s), or the residents, including tenants and employees, if any, of his or her Home or Condo.
2. Notwithstanding anything contained in these Rules and Regulations, the Board shall have the right to proceed, immediately or otherwise, with legal action for any violation of the Association's governing documents, as the Board, in its sole discretion may determine. The entire cost of effectuating a legal remedy to impose compliance, including court costs and attorneys' fees, shall be added to the account of the responsible Home or Condo Owner.
3. All costs for extra cleaning and/or repairs stemming from any violation also will be added to the responsible Home or Condo Owner's account.
4. In addition to any other action and in accordance with the procedure outlined in Section 5 below, actual damages and/or an enforcement assessment of up to, but not exceeding \$50.00 per occurrence, or if the violation is of an ongoing nature, per day, may be levied by the Board against a Home or Condo Owner in violation.
5. Prior to the imposition of an enforcement assessment for a violation, the following procedure will be followed:
  - a. Written notice(s) will be served upon the alleged responsible Home or Condo Owner specifying:
    - i. A reasonable date by which the Home or Condo Owner must cure the violation to avoid the proposed charge or assessment;
    - ii. A description of the Common Element damage or violation;
    - iii. The amount of the proposed charge and/or enforcement assessment;and

- iv. A statement that the Home or Condo Owner has a right to, and the procedures to request, a hearing before the Board to contest the proposed charge and/or enforcement assessment.
6. To request a hearing, the Home or Condo Owner must mail or deliver a written "Request for a Hearing" notice which must be received by the Board not later than the tenth day after receiving the notice required by Item 5a above.
- a. If a Home or Condo Owner timely requests a hearing, at least seven days prior to the hearing the Board shall provide the Home or Condo Owner with a written notice that includes the date, time and location of the hearing. If the Home or Condo Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the charge for damages and/or an enforcement assessment will be immediately imposed; and
  - b. At the hearing, the Board and alleged responsible Home or Condo 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 Home or Condo Owner to abate action, and intent to impose an enforcement assessment shall become a part of the hearing minutes. The Home or Condo Owner will then receive notice of the Board's decision and any enforcement assessment imposed within thirty (30) days of the hearing.
7. The Association may file a lien for an enforcement assessment and/or damage charges that remain unpaid for more than ten (10) days.

## IMPORTANT TELEPHONE NUMBERS

### Emergency:

Kent City Police/Fire Emergency..... 911  
Kent City Police - Non Emergency..... (330) 673-7732  
Kent City Fire - Non Emergency..... (330) 676-7393

### Utilities:

Kent City Division of Water .....(330)-678-8105  
Ohio Edison (Electric)..... (800) 633-4766  
Dominion East Ohio Gas Company..... (800) 362-7557

### Services:

Kent City Hall..... (330) 677-2390  
Kent Post Office..... (330) 673-3511  
Kent Library..... (330) 673-4414

### KareCondo:

Customer Service..... (330) 688-4900  
Fax..... (330) 688-4932  
Emergency..... (330) 734-8303