



*Photograph by J. Jividen*

The Lakes at Franklin Mills  
Condominium Owners'  
Association, Inc. Handbook of  
Rules, Regulations &  
Information

July 2018

## WELCOME TO THE LAKES AT FRANKLIN MILLS CONDOMINIUM OWNERS' ASSOCIATION

On behalf of the Association, we would like to welcome you to The Lakes at Franklin Mills Condominium community. We hope you find The Lakes at Franklin Mills community a very nice place to live. To accomplish this, we have established a set of rules and regulations that pertain strictly to living at The Lakes at Franklin Mills Condominiums. These are common sense rules and regulations 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 of Rules, Regulations & Information ("Handbook") available 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 our professional property Management Company, KareCondo at P.O. Box 1714, Stow, OH 44224, or telephone: (330)688-4900.

Additional information is contained in The Lakes at Franklin Mills Condominium Declaration and Bylaws as recorded in *Instrument Number 200218268, et. seq.*, of the Portage County Records, <http://www.co.portage.oh.us/ISSG/DISWeb/file-details.aspx?id=1420736>. A copy of the Declaration and Bylaws and all current amendments may be obtained from the Portage County Recorder's Office or from KareCondo Management Company for a copy charge.

This Handbook is intended to supplement, not replace the Declaration and Bylaws, as may be amended from time to time; therefore, if there should be an inadvertent discrepancy between what is expressed in this Handbook and the recorded governing documents, the Declaration and/or Bylaws, as amended will govern.

Sincerely,

The Board of Directors

The Lakes at Franklin Mills Condominium Owners' Association, Inc.

## CHANNELS OF COMMUNICATION

The Board of Directors consists of five individuals who are Unit Owners or the spouses of Unit Owners and are 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, typically held monthly.

In between the regular Board meetings, the Association relies on the Management Company to carry out the Board's decisions and handle all communications by and between the Unit Owners, contractors and vendors. If you have questions or concerns about the maintenance of the Condominium Property, please direct them to the Management Company in writing. In case of an emergency, please contact the fire or police department.

Board members are not employees and should not be contacted directly on matters related to the Association outside of Board meetings. Board members are not individually responsible for resolving Association matters and can *only* decide on issues brought to their attention by the Management Company. The only exception is that you should send a letter directly to the Board members concerning problems that you may have with the Management Company. Again, all other communications must be directed through the Management Company to assure that your concerns and questions are properly addressed and answered. 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.

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## INTRODUCTION

The Lakes at Franklin Mills is a private Association comprised of 75 condominium units within 35 buildings located on Stonewater Drive, Admore Drive and Edgewater Circle.

Located in the City of Kent, the Condominium Property is served by the Kent Police and Fire Departments and the Kent branch of the U.S. Postal Service. Roads within the Condominium Property are dedicated and serviced by the City of Kent. Private drives and parking pads are maintained by the Association.

Water, sewer, storm water, recycling, cable, internet, and telephone are the Unit Owner's responsibility and will be billed to each individual Unit Owner separately. Rubbish is included in your monthly maintenance fee. Pick-up takes place on Thursdays (unless delayed one-day due to a holiday).

Our Association is governed by the recorded Declaration and Bylaws. An elected Board of Directors manages the Association's affairs on behalf of all Unit Owners. It is composed of five Unit Owners, each serving a staggered three-year term. Board meetings are usually held at the Management Company's office (currently KareCondo) on the fourth Thursday of each month. Meetings are open to all Unit Owners unless the Board decides to meet in executive session. It is recommended that Unit Owners call the Management Company prior to attending any Board meeting to verify that the date, time or place hasn't been changed. Unit Owners wishing to address the Board for a specific purpose must provide the Board with written notice of what they would like to discuss at least one week prior to the meeting to be placed on the meeting agenda.

Annual membership meetings are held in Portage County during the first calendar quarter of each year. Election of Board members takes place at the annual meeting. You will be provided with written notice of the date, time and place usually 30 to 60 days in advance.

KareCondo ([www.Karecondo.com](http://www.Karecondo.com)) is a professional condominium property management firm that has been retained by the Board to carry out our Association's day-to-day business and serve in an advisory capacity. KareCondo is responsible for billing and collection of monthly maintenance fees, obtaining bids from service contractors (e.g., for snowplowing and landscaping), monitoring the work of the service contractors that have been retained with Board approval, etc. All questions or concerns should be directed to KareCondo at (330) 688-4900 and not to individual Board members. If you have an emergency that threatens people or property, please call 911 immediately.

**I. COMMON ELEMENTS:** Definition-That portion of the Condominium Property owned by all Unit Owners in common, which is comprised of the entire portion of the Condominium Property that is not part of a Unit.

**A. GENERAL**

1. Littering is prohibited on the Common Elements.
2. Planting of annual flowers is permitted in existing beds adjacent to your Unit. The flowers in front of the Unit must be consistent in height and size and should not exceed the height of the first -floor window sill. All other plantings i.e. shrubs and trees, require prior written permission from the Board. (see Architectural Request Procedure under Handbook Article IV, Section C).
3. The placement of storage of items in the Common Elements is prohibited without prior written approval of the Board. Examples of prohibited items include, but are not limited to; bicycles, debris, boots/shoes, furniture, and water hoses when not in use, etc.
4. Tents, camping equipment, or any type of portable or temporary living quarters are prohibited on the Common Elements.
5. Damage to the Common Elements will be repaired or replaced by the Association at the expense of the responsible Unit Owner. Unit Owners will be held responsible for any damage to the Common Elements caused by their occupants or guests.
6. Baseball, football, golf or any other sport games are prohibited on the Common Elements.
7. Noise emanating from the Common Elements or Limited Common Elements that constitutes a nuisance or causes an unreasonable disturbance to other Occupants is prohibited. The local authorities should be contacted to remedy noise emanating from the interior of a Unit that constitutes a nuisance or unreasonable disturbance.
8. Any types of private sales that draw traffic to the Condominium Property are Prohibited, except for the annual garage sale held by Lakes of Franklin Mills Master Association.
9. Solicitation is prohibited within the Common Element.
10. Off road vehicles, skateboarding and rollerblading are prohibited on the Common Elements.
11. Feeding of wildlife is prohibited. (Exception: A maximum of two bird feeders per Unit at rear of the Unit, not attached to the Unit, are permitted).
12. A maximum of two garden ornaments are permitted within the existing front planting bed adjacent to your unit. In case of a dispute over an ornament, the Board has final discretion.

13. Unit Owners, occupants, and guests of Unit Owners are prohibited from disposing hazardous materials within the Common Element, i.e. storm sewers and drains, etc.
14. Swimming and boating in or around the retention ponds (lake areas) is prohibited.

## **B. CONTRACTORS**

Neither Unit Owners nor Occupants are permitted to give work instructions to any Association service contractor, i.e. landscaper, snow removal, exterminator, etc. This requirement is not intended to reduce or refuse service. It is simply an administrative procedure to assure that the contractor is performing the work in accordance with their contractual agreement. All service contractor requests must be submitted to the Management Company. Neither the Association nor the Association's service contractors will be held responsible for maintenance, repair or replacement of a Unit Owners/Occupant's personal property in the Common Elements.

## **C. GARAGES AND PARKING**

1. The garage must be used as the primary parking space for all Occupants and parking pads in front of garages must be used as secondary parking.
2. Guest parking is primarily for the use of visitors of Unit Owners and Occupants. Unit Owners may temporarily utilize the guest parking for their vehicles; however overnight parking is prohibited.
3. All garage doors must be kept closed when not in use.
4. Storage of flammable or hazardous items within the Common Elements is prohibited.
5. Parking is prohibited at all times in the following area(s):
  - a. Designated fire lanes;
  - b. Lawns and shrub beds;
  - c. Anywhere on Common Element drives, except for designated guest parking areas;
  - d. Any portion of the Common Elements not specifically designated for parking.
6. Overnight parking on public streets is discouraged.

## **D. MOTOR VEHICLES**

1. The speed limit within the Common Element drives is 10 miles per hour.
2. All vehicles on the Condominium Property must bear current license tags. Any abandoned or disabled vehicle or trailer is prohibited on the Common Elements and, regardless of time, may be towed and stored at the owner's expense in addition to all other remedies available to the Association.
  - a. The following vehicles and trailers are prohibited from being parked, stored, kept, or maintained within the Common Elements unless within an enclosed garaged:
    - i. Vans and trucks in excess of  $\frac{3}{4}$  ton.
    - ii. Vehicles painted/signed for commercial purposes, and; all other types of commercial vehicles (e.g. any vehicle with commercial apparatus such as ladders or commercial equipment), unless providing temporary service to a Unit or the Common Elements.
    - iii. Trailers, bikes, boats, or recreational vehicles for longer than 72 consecutive hours.
3. Vehicles that are leaking fluid are prohibited from being parked, stored, kept, or maintained on the Common Element. Unit Owners are responsible for the immediate cleanup of any leaked fluids.
4. Motor vehicles found in violation of the rules and regulations may be towed immediately and stored at the owner's expense in addition to any other costs incurred.
5. Off-road vehicles are prohibited on the Common Elements.
6. Only minor maintenance to motor vehicles, e.g. interior cleaning, tire change, etc. are permitted within the Common Elements. Oil changes and other engine maintenance are prohibited within the Common Elements.

## **E. SIGNS**

1. Except as otherwise specifically provided below, signs are prohibited from being displayed on any part of the building, Unit, or Condominium Property unless prior written approval of the Board is obtained.
2. One professional "For Sale" sign is permitted to be displayed on the interior side of the window of a Unit. "Open House" signs are only permitted during the hours of the open house. All other signs are prohibited without Board approval and may be removed.
3. One professionally prepared security company sign, not exceeding two feet in height (frame and post included), and 10 inches by 10 inches wide, may be displayed in the existing front shrub bed.

## **F. PETS**

1. Only dogs, cats and other commonly recognized domestic household pets are permitted to a maximum of four pets total per Unit.
2. All pets must be on a hand-held leash, not longer than six feet, and under the control of the owner at all times when outside the Unit within the Common Elements and Limited Common elements.
3. Pets are not permitted to be tied, fenced, or housed outside of a Unit or unattended for any time period.
4. All pet owners are required to immediately and completely remove all feces or other waste dropped by their pet(s) and dispose of it in a proper sanitary manner.
5. Pet owners are liable for any and all damages caused by their pet(s) or the pet(s) of anyone residing in or visiting their Unit, to any Common Elements including, but not limited to shrubs, bushes, trees and grass.
6. The Association has the right to require the owner of any pet to remove such pet from the Condominium Property upon notice if the pet is causing or creating a nuisance or detrimental effect. Behavior that constitutes a nuisance or creates a detrimental effect includes, but is not limited to, the pet owner's repeated failure to clean up after the pet or keep the pet on a leash when outside, excessive barking, etc.

## **G. RUBBISH REMOVAL**

1. Charges for this service are included in your monthly maintenance fee.
2. All rubbish must be placed in securely tied plastic bags BEFORE disposing in a rubbish container.
3. Rubbish containers must be placed at the end of the drives.
4. Rubbish containers, recycling containers, or large item pickups may be placed at the end of the driveway no earlier than dusk the day prior to the weekly scheduled rubbish pickup. Containers must be stored back in the garage the same day of the scheduled rubbish pickup.
5. Occupants must call the Management Company and notify them of large item pickups in advance, i.e. furniture, appliances, carpeting, etc. There may be an additional charge by the refuse company for large item pickups, which would be applied to the Unit Owner's account.
6. Holiday trees must be placed on the tree lawn area next to the mail kiosk during the period of the Kent City pick-up.
7. Occupants are not permitted to dispose of any rubbish on the Common Elements or Limited Common Elements.

## **II. MAINTENANCE, REPAIR, and REPLACEMENT RESPONSIBILITIES**

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

### **A. ASSOCIATION RESPONSIBILITIES**

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

1. Structural walls, foundations, exterior roofing, siding, and gutters/downspouts;
2. Roadways, driveways and parking areas;
3. Common Element landscaping;
4. Reasonable snow and ice removal within the Common Elements;
5. Common Element exterminating;
6. Mail kiosks;
7. Common Element fencing;
8. Condo Owners Association insurance policy; and,
9. Utilities not separately metered to the units.

These are only some of the items listed in the Declaration and Bylaws. For a more complete overview of maintenance and insurance responsibilities; please refer to Declaration and Bylaws Articles IV, as amended and Article IX.

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

As further outlined in Declaration Article IV, as amended, Unit Owners are responsible for the maintenance, repair and replacement of the following items:

1. All decorated surfaces, i.e. interior and perimeter walls, floors and ceilings surfaces, etc.;
2. All drywall on all interior and perimeter walls of the Unit;
3. All attic areas (excluding structural components);
4. All windows (including skylights), screens and doors, including the frames, sashes, and jambs, and hardware exclusive to the Unit;
5. All heating, cooling, and ventilation equipment exclusive to the Unit, to include the exterior pad for the A/C compressor unit;
6. All utility service lines, pipes (to include exterior water spigots), wires, vents, and conduits exclusive to the Unit, whether located inside or outside the bounds of the Unit;
7. Interior exterminating;
8. The Limited Common Element(s), i.e. patios, decks, and porches exclusive to the Unit;

9. Any approved architectural modifications made to the Common Elements, Limited Common Elements, and/or exterior modification is the sole responsibility of the Unit Owner, current and future, to maintain, repair, and replace;
10. Mailbox locks, keys, doors and hinges; and,
11. Each Unit Owner must have their own Homeowners Insurance coverage. The Association carries insurance in accordance with Declaration Article IX; Unit Owners are responsible for all personal contents, wall coverings, and liability within their Units. Only the Board may file claims against the Condo Owners Association insurance policy. Your individual insurance coverage should coincide with the Association's insurance policy. It is suggested that you or your insurance agent contact the Association's insurance agent. You can contact the Management Company for the name and telephone numbers of the Association's insurance agent.

#### **C. WINDOWS AND DOORS (Unit Owner Responsibility)**

1. Replacement of perimeter doors and windows is the responsibility of the Unit Owner and the following architectural guidelines must be followed:
  - a. The replacement of a perimeter door or window must aesthetically be identical in appearance, size, pattern, quality, design, and color to the door or window being replaced;
  - b. Any proposed modifications to a door or window must be submitted in writing to the Board of Directors via the Management Company for prior written approval. Modified replacements are not permitted to take place before written Board approval is received.
  - c. Entrance doors (excluding storm doors) may only be painted with the following colors without prior, written Board approval:
    - I. Sherwin-Williams SW 7706 Extra White;
    - II. Sherwin-Williams SW 7623 Cascades;
    - III. Sherwin-Williams SW 7625 Mount Etna; and,
    - IV. Sherwin-Williams SW7595 Sommelier.
2. Use of plastic or other non-glass window or door liners is prohibited on the Unit exterior. Any interior installation of these products that become bubbled, worn or discolored that is visible from the Unit exterior must be replaced or removed immediately.
3. Broken window panes or torn screens must be replaced by the Unit Owner at their expense.

4. Only curtains/drapes with white or an off-white backing (facing the exterior), are permitted as window treatments. Window treatments are defined as curtains, draperies, and vertical or horizontal louvers. Bed sheets or newspapers or other non-window coverings inside of windows are prohibited. Window treatments must appear to be installed correctly and in good condition when viewed from the exterior of the Unit.

### **III. LIMITED COMMON ELEMENT**

#### **A. GRILLING**

1. In accordance with the Ohio Fire Code 308.3.1.1, open-flame cooking devices and liquefied-petroleum-gas-fueled cooking devices (propane tanks); charcoal burners, propane tanks, and other open-flame devices are not permitted to be operated on combustible balconies or within ten feet of combustible construction. Violations of this Fire Code should be reported to the local fire department at the non-emergency telephone Number of (330)676-7393.

#### **B. PATIOS AND DECKS**

1. Any modifications or additions to patios and decks must be submitted in writing to the Board of Directors via the Management Company for prior written approval Additional, under the Ohio Condominium Act, requests to enclose a deck or patio will also require 100% approval of the ownership. Modification and/or additions are prohibited from taking place before the necessary approval(s) is/are received. However, replacement/repair due to deterioration, with substantially similar materials does not require prior, written Board (or Unit Owner) approval. The following deck stains have been pre-approved by the Board:
  - a. Olympic Stain, Cedar 716, Naturaltone;
  - b. Olympic Stain, Weathered Barnboard 917 (semi-trans);
  - c. Sherwin Williams, Shagbark Brown SW3077 (non-trans); or
  - d. Sherwin Williams Flood Grey CWF-UV5.
2. Storage of nontraditional patio furniture and/or personal items on patios and decks is prohibited.
3. Patios and decks are Limited Common Elements.
4. Modifications or additions to patios and decks must meet requirements as outlined in the Declaration. Not all modifications or additions may be acceptable. If you are considering a change, contact the Management Company for details before any exterior changes are made.

## **IV. UNIT RESTRICTIONS**

### **A. GENERAL**

1. Each Unit must be used for residential purposes in accordance with the Master Declaration. All Units must be owner occupied. Rented or leasing is prohibited.
2. Storage of hazardous material/waste within the Unit is prohibited.
3. Alteration to the Common Elements, to include all exterior modifications, are prohibited without the prior, written approval of the Board unless otherwise provided for in this Handbook.
4. Garage sales are prohibited unless sponsored by the Association.
5. The placement of awnings, screens, wiring, air conditioners, or other items is prohibited on the Unit exterior, or to be visible from the exterior of any Unit, without prior, written approval of the Board.
6. To submit a request for an exterior modification, the Unit Owner(s) must be current in all fees and assessments. Only Unit Owners who are current in all fees and assessments may submit a request for an exterior modification for consideration.
7. Planting flowers of an annual variety within existing mulch beds adjacent to the Unit is encouraged so long as all plantings comply with Handbook Article I, Section A(2) and are maintained by the Unit Owner. Planting or removal of perennials, trees, deciduous shrubs, or expansion of existing flower bed areas must have the prior, written approval of the Board.
8. 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 one month prior to and must be removed no later than 15 days after the holiday, weather permitting. Decorations are not permitted to be affixed in such a way as to cause damage or discoloration to the exterior of the building or other Common Element components.
9. Every proposed modification to Common or Limited Common Elements must be submitted in writing, with appropriate drawings, to the Board of Directors for written approval at least 30 days prior to the intended commencement of the project. Please note, 100% approval from the Unit Owners is required to enclose (e.g. screen in) a patio or deck per ORC 5311.04 (G). Project are not permitted to be initiated until written approval is received by the Board (and if necessary, the ownership).
10. Satellite dishes and rooftop antennas may not be installed anywhere on the Common elements without first acquiring written permission from the Board. Cable service is available if desired. Exterior cable installations are not permitted without prior approval from the Board or the Management Company.
11. Professionally conducted estate sales are permitted with prior approval of the Board.

## **B. FLAGS**

1. One standard-sized flag (not to exceed 3' x 5') of the United States of America is permitted to be mounted and displayed. Please request guidelines from the Management Company.
2. The American Flag must be made of nylon, polyester or cotton.
3. The location of a free-standing flag pole in the ground is prohibited.
4. The location of the American Flag must not interfere with the use of any walkways or obstruct the view of any driveways for motorists, pedestrians, or neighbors.
5. The American Flag must immediately be removed and/or replaced if it is worn, faded, or tattered.

## **C. ARCHITECTURAL REQUEST PROCEDURE**

1. A written architectural request to modify the Common Element, Limited Common Element, and/or exterior modifications must include the following to allow the Board to make an informed decision:
  - a. A detailed description of the requested modification, i.e. indicating dimensions, colors, type of material, etc.;
  - b. A rudimentary drawing of the modification; and,
  - c. Include any manufacturer brochures, pictures, etc., if available.

## **D. SALE OF A UNIT**

1. Within fifteen days of executing a purchase or sales agreement, the Unit 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 Unit Owner must provide the following:
  - a. Names of all Occupants;
  - 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 Unit on behalf of the Unit Owner;
  - e. Sales price;
  - f. Mortgage; and,
  - g. Any change in the information required in a-d must be provided to the Management Company within 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. One professional “For Sale” sign is permitted to be displayed on the interior side of the window of a Unit. “Open House” signs are only permitted during the hours of the open house. All other signs are prohibited without Board approval and may be removed.
4. 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 Handbook;
  - c. Copy of all architectural modification approvals;
  - d. Unit access door key(s), mailbox and garage door key(s).

#### **E. LEASING OF A UNIT**

Leasing (renting) of a Unit 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. Move-ins and outs may not unreasonably disturb or inconvenience the other Occupants.

#### **G. COLLECTION POLICY (Enacted in March 2008)**

1. All assessments are due on the 1<sup>st</sup> day of the month and are considered late if not received by the 15<sup>th</sup> day of the month.
2. An administrative late charge of \$20.00 per month will be added for any late payment and on any unpaid balance of unpaid assessments (subject to increase upon further notice).
3. Any payments made will be applied in the following order:
  - a. Interest owed to the Association;
  - b. Administrative late fees owed to the Association;
  - c. Collection costs, attorneys’ fees and paralegal fees incurred by the Association in collecting the assessment; and finally,
  - d. Oldest principal amounts owed on the account for common expenses, enforcement or other assessments, and any other individual assessments charged to the account.
4. Any past due assessments may result in the Association filing the lien, a suit for money judgement, and foreclosure. While a foreclosure case is pending, partial payments may not be accepted. Once judgement is obtained, the Association may proceed with post-judgement action, including bank attachment, and wage garnishment.
5. Any costs the Association incurs in the collection of unpaid assessments, including non-sufficient bank fees, attorneys’ fees, recording costs, title reports, and/or court costs will be charged to the account.

6. If any Unit Owner (either by his or her conduct or by the conduct of any Occupant) fails to perform any act that he/she is requested to perform by the Declaration, the Bylaws, or the Handbook of Rules, Regulations & Information, the Association after giving proper notice and an opportunity to request a hearing, may levy an enforcement assessment, undertake such performance, or cure such violation. Any costs the Association incurs in taking such action will be charged back to the account.
7. If any Unit Owner is delinquent in the payment of any assessment for more than 30 days, the Board may suspend the privileges of the Unit Owner to vote and/or use any of the amenities.

## **H. COMPLAINT PROCEDURE**

1. Complaints concerning any violation 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 the alleged violator's name or Unit address (both if available) and a detailed description of the alleged violation, i.e. date, time, location, etc.
3. The Board of Directors and/or the Management Company will, in most cases, contact the Unit Owner allegedly responsible after receipt of each complaint and 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 an enforcement assessment in accordance with the provisions contained in the following Handbook Article IV, Section I, Enforcement Procedures and Assessments for Rule Violations.
5. Copies of complaints and the identity of the complaining party will be made available to the alleged violator in the event of an enforcement assessment hearing.

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

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 contractors at the Unit.
2. Notwithstanding anything contained in these Rules and Regulations, the Board shall have the right to proceed 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 Unit Owner.

3. All costs for extra cleaning and/or repairs stemming from any violation also will be added to the responsible Unit Owner's account.
4. In addition to any other action and in accordance with the procedure outlined in Section 5 below, actual damages and/or 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 Unit Owner in violation.
5. Prior to the imposition of an enforcement assessment for a violation, the following procedure will be followed:
  - a. Written notice(s) will be served upon the alleged responsible owner specifying:
    - 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; and
    - iv. A statement that the Unit Owner has a right to, and the procedures to request a hearing before the Board to contest the proposed charge and/or enforcement assessment.
  - b. To request a hearing, the Unit Owner must mail or deliver a written "Request for a hearing" notice, to be received by the Board no later than the ten days after the notice required by Item 5 above.
    - i. If a Unit Owner requests a hearing, the Board shall provide the Unit Owner with a written notice that includes the date, time and location of the hearing at least seven days prior. If the Unit Owner fails to request a hearing within ten days after receiving a notice of violation, 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 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 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.
6. The Association may file a lien for an enforcement assessment and/or damage charges that remain unpaid for more than ten (10) days.

## **J. RECORD REQUEST POLICY**

### **1. RECORDS AVAILABLE FOR INSPECTION**

- a. Unless otherwise prohibited by law or this policy, any owner may examine and copy (including receiving copies and other information by email) the books, records, and financials of the Association (the “Records”), for any reasonable and proper purpose, pursuant to the requirements, charges and standards set forth by this policy.
- b. An owner may not examine or copy any of the following records that concern, pertain to, or contain information about:
  - i. Information that pertains to personnel matters, including but not limited to salary/benefits information, performance reviews, applications, disciplinary action, and health matters;
  - ii. Communications with legal counsel or attorney work product pertaining to potential, threatened, or pending litigation or community property-related matters;
  - iii. Information that pertains to contracts or transactions currently under negotiation or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements;
  - iv. Information that relates to the enforcement of the Declaration, Bylaws, of rules against other owners or that would constitute an unwarranted invasion of privacy of any other owner; and,
  - v. Matters or issues the disclosures of which is prohibited by State of Federal law.

**2. ALL REQUESTS FOR RECORDS MUST BE IN WRITING.** An owner who wants to inspect, copy, or receive any Association Records must submit a written request to the Board or Property Manager. The request must specify the particular Record(s) desired, including pertinent time periods, and state whether the request is for inspection or copying. The request must be sufficiently detailed to allow the Association to retrieve the Record(s) requested.

**3. ONLY OWNERS OR AUTHORIZED REPRESENTATIVES MAY INSPECT.** Every Unit Owner has the right to inspect, copy, or receive Association Records in compliance with the rules and procedures contained in this policy. A Unit Owner may authorize, in writing, an attorney or other designated representative to conduct this inspection or request copies on the Unit Owner’s behalf.

#### **4. RULES OF CONDUCT AND PROCEDURE GOVERNING REQUEST TO INSPECT/COPY**

- a. All inspections will take place at the Association's office or at such other location as the Board Designates. No owner may remove original Records from the location where the inspection is taking place.
- b. The Association will make Records available for inspection within a reasonable time, but no more than 10 business days, after the Association receives the written inspection request. This time frame may be extended if the Records requested are so voluminous or otherwise in such condition as to render this time frame unreasonable. The Association will notify the Unit Owner (by telephone, in person, by email, or in writing) that the Records are available and specify the time, date, and place for the inspection.
- c. If the Unit Owner requests documents by regular or email, the Association will provide the requested Records within a reasonable time, but no more than 10 business days, after the Association actually receives the written inspection request. This time frame may be extended if the Records requested are so voluminous or otherwise in such condition as to render this time frame unreasonable.
- d. The alteration, in any manner, of any Association Record by a Unit Owner is prohibited.
- e. All people inspecting or requesting copies of Records must conduct themselves in a businesslike manner and cannot interfere with the operations of the Association's office or such location where the inspection/copying is taking place. The Association, through the Board or Property Manager, will assign one staff person or other Association representative to assist in the inspection. All requests for further assistance and copying during an inspection must be directed only to that one Association designated person.
- f. During an inspection, the Unit Owner may designate for copying Records by use of a tab, clip, or sticky note upon the page(s) desired.
- g. Unit Owners may not exercise their inspection or copying rights to harass any other Unit Owner or Occupant, Board member, Property Manager (or anyone at the Management Company), officer, director, or employee.

## **5. CHARGES FOR COPIES/INSPECTION**

Upon written request, the Association will provide draft (unapproved) or approved minutes of the Association at no charge. For records other than meeting minutes, the Unit Owner shall pay for copies and for the clerical time involved with the retrieval, copying, and re-filing of the Records. The fee for this service will be determined by the Property Manager and agreed to by the Unit Owner. It will be based on the number of copies and the amount of time involved satisfying the request (retrieval, copies, and then re-filing).

Please keep this Handbook of Rules and Regulations in your Condominium Unit. If the Condominium Unit should change hands, make sure the buyer receives this copy. Thank you for being a part of The Lakes at Franklin Mills Condominium Community and for keeping our property a great place to live.

## **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

*(After hours call same number and follow prompts)*

Fax (330) 688-4932