

The Meadows of Walden Condominium Association



Handbook of Rules & Information

WELCOME

Welcome to The Meadows of Walden Condominium Association. On behalf of the Association, we hope you will enjoy your home in this great community. Our objective is to maintain The Meadows of Walden as an enjoyable, secure place to live. In order to accomplish this, we established a set of rules and regulations which pertain strictly to living at The Meadows of Walden in a condominium atmosphere; these are common sense rules and regulations that take into consideration the health, safety and comfort of all residents. We hope you will find the rules reasonable and that you will cooperate by upholding them.

The Board of Directors is given the authority to promulgate and enforce the rules and regulations by the Declaration of Condominium Ownership and the By-Laws.

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

Sincerely,

The Board of Directors

The Meadows of Walden Condominium

TABLE OF CONTENTS

INTRODUCTION.....	4
GOVERNANCE.....	5
I. COMMON ELEMENTS.....	7
A. GENERAL.....	7
B. ASSOCIATION RESPONSIBILITIES.....	8
II. LIMITED COMMON ELEMENTS.....	8
A. GENERAL.....	8
III. INDIVIDUAL UNITS.....	9
A. GENERAL.....	9
B. FLAGS.....	9
C. UNIT OWNER RESPONSIBILITIES.....	9
IV. PARKING AND MOTOR VEHICLES.....	10
V. PETS.....	11
VI. SECURITY.....	11
VII. CONTRACTED SERVICES.....	12
A. RUBBISH REMOVAL.....	12
B. LANDSCAPE/SNOW REMOVAL SERVICE.....	12
C. EXTERMINATING SERVICE.....	12
VIII. BUILDING GUIDELINES (A through G).....	13
A. SATELLITE DISHES.....	14
B. HOT TUBS.....	14
C. BARBECUE/FIRE PITS.....	14
D. DETACHED BUILDINGS.....	14
E. DECORATIONS.....	14
F. MISCELLANEOUS.....	15
IX. SALES OR RENTAL OF UNITS.....	15
A. LEASING UNITS.....	15
B. SALE OF THE UNIT.....	15
X. MAINTENANCE FEES, LIEN PROCEDURES & COST OF COLLECTIONS.....	16
XI. COMPLAINT PROCEDURE.....	16
XII. ENFORCEMENT PROCEDURES AND PENALTIES.....	17
XIII. POLICIES AND PROCEDURES FOR COLLECTIONS.....	18
XIV. IMPORTANT PHONE NUMBERS.....	19
OWNER/OCCUPANT(S) INFORMATION FORM.....	20
WALDEN ARCHITECTURAL COMMITTEE APPLICATION FOR IMPROVEMENTS.....	21

INTRODUCTION

Welcome to Walden. Walden is a beautiful, unique community of 15 condominium associations, individually owned homes and a club comprised of restaurants, a golf course, tennis and swimming. The club is owned and operated by the Walden Company, Ltd. Membership in the club is by application and fee.

There is a governing body for each condominium association, and an overall association known as the Walden Association. All Unit Owners are required to be a member of both the Meadows Condominium Association and the Walden Association. In addition to the monthly maintenance fee collected by the Meadows Association, all Walden Owners also pay a fee to fund services provided by the Walden Association.

The Meadows of Walden is situated on approximately 11 acres and is comprised of 52 condominium units, located in 26 buildings. The Property is located in the City of Aurora and uses the services of the Aurora Police and Fire Departments and the Aurora branch of the U.S. Postal Service. Streets within The Property are private and are maintained by the Condominium Association.

GOVERNANCE

As a private Condominium Association, The Meadows of Walden is governed by its own Declaration and By-Laws and elects its Board of Directors (the Board), which is comprised of three Unit Owners who serve without compensation for a term of three years without term limitations. Following its election at the Annual Membership Meeting, the Board is organized by electing from among itself the following officers: President, Secretary and Treasurer. The Board manages Association affairs on behalf of all Unit Owners.

The Annual Membership Meeting of the Unit Owners for the election of Board members is held in December of each year. Board meetings are held as needed throughout the year (minimum of four required meetings). Unit Owners wishing to attend open Board meetings are welcome to do so.

In between the Board meetings, the Association relies on the Management Company, KareCondo, 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 **KareCondo** either in writing or by phone at **(330) 688-4900**. In case of an emergency (such as a fire, etc.), you should contact the fire/police department; all other types of afterhours, Association-related emergencies can be directed to **KareCondo's emergency line at (330) 688-4900** by following the prompts.

The Board requests and appreciates your cooperation in respecting that Board members are not employees and should not be contacted directly on Association related matters outside of Board meetings. Board members are not individually responsible for resolving Association matters and can only decide on issues brought to their attention by the Management Company. The only exception is that you should send a letter directly to the Board 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. Specific information regarding changes or alterations to the Unit and Limited Common Elements can be found on Page 13 of the Handbook or in The Walden Architectural Standards at waldenofaurora.com.

The Declaration, By-Laws and this Rules Handbook define the standard of living Owners may expect. These documents are designed to protect the rights of each Owner. 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 with said neighbor. Communicating with one another can achieve quicker results in a friendlier fashion.

This Handbook of Rules and Information is in addition to the rules contained in The Meadows of Walden Condominium Declaration Volume 00969 of the records of Portage County, Ohio. Copies of the Declaration and By-Laws of The Meadows of Walden may be obtained free online or via email from the Management Company, or at a cost from either the Portage County Recorder or the Management Company (for a hardcopy).

In the event of any differences between these rules and those in the Declaration and By-Laws, those in the Declaration and By-Laws will stand. All governing documents are superseded by the laws of the City of Aurora. Laws and governing documents are applied in the following manner:

1. Laws of the Federal Government
2. Laws of the State of Ohio
3. Laws of the City of Aurora
4. Declaration and By-Laws
5. Rules and Regulations

I. ENVIRONMENT OF COMMON ELEMENTS

"Common Elements" are everything except the bounds within the individually owned condominium unit and are owned by all of the Unit Owners together. Examples include exterior of units, roofs, lawns, parking areas and roads. The repair and maintenance of the Common Elements is the responsibility of the Association except as otherwise explained in the Declaration, By-Laws and Rules and Information. The Common Elements are for the use and enjoyment of all The Meadows residents. Therefore, everyone is required to be considerate in his or her use of these areas.

A. General

1. Nothing shall be done or kept in any Unit or the Common Elements which will increase the rate of or cancellation of the Association's insurance.
2. Damage to the Common Elements caused by an Owner, Tenant, Guest or Occupant shall be repaired or replaced at the expense of the Owner.
3. Unit Owners or residents may not change, add or remove any plant material in the Common Elements without prior written consent of the Board.
4. Nothing may be stored in the Common Elements (e.g., basketball hoops, bicycles, etc.). Any items unattended in the Common Elements may be removed and stored at the Owner's expense. Neither the Association nor the Association's service contractor(s) will be held responsible for maintenance, repair or replacement of personal property left in Common Elements.
5. No clothes, sheets, blankets or laundry of any kind or other articles shall be hung in any part of the Common Element.
6. Noise that constitutes a nuisance or causes a disturbance to others within the Common Elements is prohibited.
7. Residents may not give work instructions to any service contractor (e.g., landscape and snowplow contractors). Each Unit Owner shall report to the Management Company the need for any repairs of the Common Elements which are the obligation of the Association to maintain.
8. Signs of any type are prohibited on any part of the Common Elements except:
 - a. Real estate "Open House" signs, professionally printed; to be removed no later than one hour after the close of the open house hours
 - b. For Sale or For Rent signs in the window of a Unit
 - c. One security sign not exceeding 1' by 1' in size.
9. Any types of private sales that draw traffic to the Common Elements are prohibited.
10. Professionally conducted estate sales require prior, written approval of the Board. The Walden Association has adopted a policy for such sales, which can be obtained online at www.waldenofaurora.com or from the Management Company.
11. Feeding of wildlife, particularly deer and geese, is discouraged by wildlife experts, as it attracts and encourages nuisance behavior by these animals.

12. Vehicle repairs shall be limited to the Owner's garage or in the driveway in front of the garage for no more than twenty-four hours. Absolutely no fluids may be drained on driveways or common areas.
13. The mailbox structure is furnished by the Association. Individual mailbox doors and locks are the responsibility of the individual Unit Owner at their own expense. In addition to your own mailbox, there are open mail slots for each Unit Owner, parcel post boxes, and a postal letter drop box. When you have a parcel, a numbered key will be put in your mailbox. That number will designate which box your parcel is in. After opening the parcel post box, please place the key in the letter drop box.
14. Solicitations of any kind are prohibited. Solicitors must be asked to leave the Common Elements immediately.

B. Association Responsibilities

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

1. Building roofs
2. Siding and trim
3. Gutters and downspouts
4. Foundations
5. Roadways, driveways, sidewalks and parking Elements
6. Common Element landscaping, grass cutting, fertilization, and re-seeding of lawn Elements
7. Exterior painting/staining and caulking of Common Elements (e.g., buildings & fences).
8. Care and maintenance of Common Element trees
9. Exterior lighting and Common Element electric
10. Common Element exterminating service on exterior of Units
11. Street signs
12. Master insurance policy

II. LIMITED COMMON ELEMENTS

"Limited Common Elements" means those parts of the Common Elements reserved for the use of a certain Unit or Units to the exclusion of the other Units. Examples of Limited Common Elements include all patios and landscape beds that are located adjacent to, in front of or behind each Unit (see individual Unit plot plans identifying Limited Common Elements). The repair and maintenance are the responsibility of the Owner.

A. General

1. Nothing is to be hung from fences that is visible from the street or Common Elements.
2. Unit Owners may plant and maintain flowers and shrubs in the Limited Common Elements associated with their Unit.

3. No vegetable gardens are permitted. Unit Owners are permitted to plant vegetables in containers that may be placed on their patio. These should not be visible from the street.
4. Patio, porch or lawn furniture is permitted only on the surface of a deck or within the bounds of a patio area.

III. INDIVIDUAL UNIT

The boundaries of the individually owned condominium unit are (1) everything within the inside surface of the perimeter walls, floors, and ceilings of a unit, plus (2) the plaster or plasterboard or concrete or wooden floor that is contiguous to such surfaces. Also included are attic areas, garages and porches. The dimensions, layouts and descriptions of each unit are shown on the drawings attached to your copy of the Declaration.

A. General

1. Garages should be used as primary parking spaces and garage doors should be kept closed when not in use to assure security of the residences and maintain a neat appearance.
2. Operating a business from a Unit is prohibited.
3. Each Unit shall only be used as a single-family residence.
4. If work is required to be completed by necessity on an individual Unit consisting of areas that are the responsibility of both the Association *and* that Unit Owner, contractors will invoice each party accordingly. If the Unit Owner fails to pay his/her portion of the work directly to the contractor, the Association may pay on behalf of the Unit Owner and apply such costs to that Unit Owner's account.

B. Flags

U.S. Flags may be flown within the Limited Common Elements in keeping with proper flag etiquette. Always hang or fly the flag with the union (the stars) in the upper left corner. A flag on a flagstaff or flagpole should be able to fly free in the breeze and should only be attached to the flagstaff or halyard on the left edge of the fabric. Flagpoles should be long enough or tall enough that the flag does not touch the ground. Flags should be taken in at night unless they are illuminated.

C. Unit Owner Responsibilities

1. All door replacements, painting of doors, sliding glass doors, door screens, storm doors, light fixtures, hardware and light bulbs serving only that Unit.
2. Window replacement, window sashes, window screens and porch screens.
3. Interior of Unit.
4. All electrical fixtures, utility pipes, conduits and plumbing lines located within each Unit or Limited Common Elements designated for the exclusive use of such Unit.
5. All heating, cooling and ventilation equipment, including the concrete pads for air

- conditioning compressor Units and HVAC ventilation exiting through the rooftop.
6. Utilities separately metered for the Unit and utility service line connections exclusive to the Unit.
 7. Maintenance of any/all plantings installed by the Unit Owner.
 8. Patio and deck maintenance and/or replacement as well as all fencing or tie walls within the Limited Common Element.
 9. Exterior water faucets and electrical outlets serving that Unit.
 10. Any Board approved structure constructed by the Unit Owner.
 11. Garage door replacement, including mechanisms, tracks and springs, cables, locks, seals and automatic door openers.
 12. Winterization of exterior and garage faucets serving that Unit.
 13. Each resident must have his/her own condominium insurance coverage as defined by the Declaration. The Association carries insurance in accordance with the Declaration; Unit Owners are responsible for all personal contents and liability within their Units. Only the Board may file claims against the master insurance policy. Your individual insurance coverage should coincide with the Association's insurance policy; therefore, 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).

These are only some of the items listed in your documents. You must read both the By-Laws of the Association and the Declaration of Condominium Ownership for specifics since these documents prevail.

IV. PARKING AND MOTOR VEHICLES

- A. Speed limits are posted on most streets in Walden. Generally the speed limit is 15 mph on side streets within condominium associations, 20 mph on private streets such as Ridge Way, Ravines Drive and Deer Island Drive, and 25 mph on city streets such as Walden Drive.
- B. All residents must use their garage as their primary parking space.
- C. All vehicles within the Common Elements must bear current license tags. Any stored, abandoned or disabled vehicle that is left for a period of 24 hours or more may be towed at the vehicle owner's expense in addition to any other remedies.
- D. Non-resident vehicle parking is permitted on paved parking areas specifically designated for parking.
- E. Overnight on-street parking is prohibited.
- F. Parking vehicles of any kind on the grass is prohibited.
- G. The following vehicles are prohibited from being parked within the Common Elements:
 1. Vans or trucks in excess of 3/4 ton
 2. Buses

3. Boats or boat trailers
 4. Campers or camper trailers
 5. Mobile and/or motorized homes and van conversions
 6. Recreational vehicles
- H. Vehicles that are licensed, signed, used, painted or otherwise identified for commercial purposes must be parked within the confines of a garage unless providing temporary service to a Unit or the Association.
- I. **Trucks, motorcycles, mopeds, snowmobiles, jet skis, golf carts and bicycles** must be parked within the confines of a garage.
- J. Vehicles found in violation of the rules and regulations may be towed at the vehicle Owner's expense in addition to any other penalty assessments that may be imposed.

V. PETS

- A. All pets must be hand-leashed and in control of the Owner at all times when outside of the Unit.
- B. No pet shall be tied or housed on the Common or Limited Common Elements at any time. Likewise, pets may not be housed on patios.
- C. Pet Owners are responsible for the immediate and complete removal of feces dropped by their pets. Pet feces must be disposed of in a proper container.
- D. Pet Owners will be held liable for any and all damages caused by their pets to any Common Elements including, but not limited to, shrubs, bushes, trees and grass.
- E. Except for dogs, cats and other household pets, no animals shall be raised, bred or kept in any Unit or in the Common or Limited Common Elements.
- F. The Board of the Association has the right to require the owner of any pet to remove such pet from the Condominium Property upon three (3) days notice if the pet is causing or creating a nuisance or unreasonable disturbance. Nuisance may be defined as the pet owner's failure to clean up after the pet or keep the pet on a leash when outside. Unreasonable disturbance is defined as, but not limited to, excessive barking or being uncontrollable, etc. Upon the pet Owner's receipt of such notice, the Owner shall promptly and permanently, and without recourse, remove such pet from the Unit and from the Condominium Property.
- G. Dogs are required to be licensed by the time they are three months old. If a resident has a problem, the number to call is 330-297-6924 for the Portage County Dog Warden.
- H. No electric or any type of fences used for containment of a pet are permitted or allowed to be installed on the property.

VI. SECURITY

The Walden Association contracts for 24/7 security services, which are currently provided by the TYPHON Security Company. They provide continuous patrols of all

streets in Walden, and are available to provide emergency assistance to residents when needed. **Direct contact to the patrol officer by phone is 330-208-8690.**

It is recommended that residents who will be away for an extended period of time notify security and your neighbors. Security will monitor your unit/house, and on your request, may provide additional services (check doors, check for delivered parcels, etc).

VII. CONTRACTED SERVICES

A. Rubbish Removal

The City of Aurora contracts with a private hauler for rubbish collection. Individual Owners contract with the hauler (currently Rumpke) and pay for the type of service desired. Recyclables are collected by Portage County. Currently, both are collected in the MEADOWS on **Wednesday**. If *Monday is a holiday, collection will be on Thursday*. If an Owner opts for 'Super Service', anything placed at the curb will be collected.

Materials to be collected may be placed at the curb in the evening prior to collection. Rubbish containers should be removed within 12 hours of collection.

If you are disabled, and are unable to move your trash to the curb, call the City of Aurora Service Department at 330-995-9116 for information about having trash pickup at your garage door.

Except on the day of collection, rubbish, garage and other items to be disposed of must be stored in such a manner that is not visible from the street, other property or common areas.

B. Landscaping/Snow Removal Service

1. Landscaping services are contracted on a 3 year basis. The contracted services include, but are not limited to, the following:
 - a. Regular grass and lawn maintenance, including, but not limited to, cutting, weeding and fertilizing of Common Elements.
 - b. Care and maintenance of all Common Element trees, including pruning, fertilization and dead tree removal.
 - c. Care of Common Element shrub and shrub beds.
2. Snow will be removed from front walkways and driveways. Salt will be applied to critical areas.
3. Unit Owners or residents may not give work instructions to any landscaper or employee. If there is a need for additional work (such as the removal of a dead tree, for instance), the Unit Owner must call and report it to Management. Any expenses arising from additional work performed as the result of direct instructions from a resident to the landscaper without Board or Management

approval will be charged to that Unit Owner.

C. Exterminating Service

1. The Association has contracted with an exterminating service for the months of May through September. The contractor will treat the exterior Common and Limited Common Elements. If you are experiencing a pest control problem around the exterior of your Unit:
 - a. Call Management and report your problem.
 - b. Management will contact the exterminating service, report your problem and arrange for treatment.
2. Pest control service required by an Owner inside a Unit should be scheduled by the Unit Owner. The individual Unit Owner is responsible for payment of any interior service charges.

VIII. BUILDING GUIDELINES

In order to create exterior uniformity, preserve integrity and establish common guidelines and standards for improvement projects within the Association, all changes must be approved by both the Association Board and the Walden Architectural Committee. Specifically, any alteration that materially changes the exterior appearance of any existing structure, or commences any new use on any Lot, including, but not limited to, landscaping elements requires such approval. This includes, but is not limited to, satellite systems, doors, storm doors, windows, lighting, fencing, patios, decks, front door color, etc. The Walden Architectural Standards, available online at waldenofaurora.com, offer clear, concise and helpful guidelines. Replacements in kind, or repairs with like materials, do not require approval. If in doubt, contact the Management Company for assistance.

A. Application for Approval Process:

1. Complete The Walden Association Architectural Committee Application for Improvements, which is available online by visiting www.waldenofaurora.com or from the Management Company.
2. Submit the request to the Management Company for Board approval. All requests should be supported with sufficient detail and diagrams to be adequately reviewed.
3. If additional information is required, The Board will return the request within 14 days.
4. If approved by the Board, the Management Company will forward the application to the Walden Architectural Committee for review and approval.
5. The Unit Owner will receive written notice from the Board approving or denying the architectural modification request within thirty (30) days of the original request.

6. Additionally, the Unit Owner should review the Walden Architectural Standards (also available on-line at www.waldenofaurora.com) for guidance on process and standards.
 - a. Following written approval from the Board, it will be the Unit Owner's responsibility to secure necessary building permits, if any.
 - b. Once material for the approved construction of an exterior modification is placed on the Condominium Property, the work must begin and continue through completion in a reasonable timeframe and in a manner that will not appreciably detract from The Meadows of Walden appearance, inconvenience neighbors nor interfere with the Association service contractors.
 - c. Modifications or additions must be completed exactly as described in the request and final Board approved drawings.
 - d. Following completion of a modification, addition or change to the exterior of a building, the surrounding landscape/lawn Element, including shrubs, must be immediately restored to the original or better condition at the expense of the party responsible for the project.
 - e. Any damage which occurs as a result of a modification, addition or change to the exterior of a building or to any Common or Limited Common Elements is the responsibility of the party responsible for the project. Repairs must be done in a timely manner at the responsible party's expense and restored to the original or better condition.
 - f. All additions or modifications constructed by a Unit Owner must be maintained by the Unit Owner.

In addition to the general requirements of paragraphs A-G above, the following guidelines address specific improvement projects and/or exterior modifications:

B. Satellite Dishes and Antennas

1. Any Owner wishing to place a Satellite System on the house or unit must submit an application following the procedures outlined in the Application Process of Building Guidelines. A plan view of the residence showing street location and neighboring dwellings is necessary. Photographs would be helpful and are encouraged.
2. Installation on cedar shake roof surfaces is prohibited and voids the installer's warranty and may cause roof leaks.
3. The application will be judged on the location in reference to visibility by neighbors and to street traffic. If the antenna can only provide satisfactory reception if installed in a location open to public view, screening of some sort may be proposed.

C. Hot Tubs

Exterior hot tubs are prohibited.

D. **Barbecue/Fire Pits**

Barbecue or fire pits or other enclosed types of **permanent** grills are prohibited.

E. **Detached Buildings**

Sheds or other type of detached buildings are prohibited.

F. **Decorations**

1. Temporary seasonal decorations are permitted and should be removed in a timely manner.
2. All other 'yard art' or lawn ornaments and must be restricted to the Limited Common Elements and should not be visible from the street.

G. **Miscellaneous**

Awnings, exterior shutters and window air conditioning units are not permitted.

IX. SALES OR RENTAL OF UNITS

A. **Leasing Units**

1. Leasing or sub-leasing of a Unit for transient or hotel purposes, as defined as periods less than six (6) months, is prohibited. Leases must be at least one (1) year in duration and a copy must be provided to the Management Company.
2. The Owner must provide the Management Company with the following information before a resident takes up residence:
 - a. Copy of lease;
 - b. Full name of Tenant(s);
 - c. Names of all occupants of the Unit;
 - d. Home and Business telephone number of Tenant(s).
3. The Owner is responsible for making the Tenant aware of the Rules.
4. The lease document must contain a clause making it subject to the Covenants and Restrictions in the Declaration, By-Laws, and Rules.
5. The Owner is responsible for Tenant violations of the Declarations, By-Laws and Rules and will be responsible for rule violation assessments.
6. The Owner is responsible for the Association monthly maintenance fee and any special assessments.
7. "FOR RENT" signs are prohibited except in a window of the Unit.

B. **Sale of the Unit**

1. The Management will coordinate the required paperwork with banks, realtors, appraisers and escrow agents. A transfer fee, currently \$150, will be charged to the seller and paid out of escrow from proceeds due to the seller at the time of title transfer.

2. The seller is responsible for providing the following information to the buyer:
 - a. Copies of the Declaration and By-Laws.
 - b. Copy of the rules and regulations.
 - c. Written notice of any and all architectural improvements or changes made by the seller or previous sellers which are the responsibility of the Unit Owner to repair and maintain.
3. Updated Owner/ Occupant information may be required. Please find said Form at the end of this Handbook.
4. "For Sale" signs are prohibited except in a window of the Unit.
5. Professionally conducted estate sales require prior, written approval of the Board.

X. MAINTENANCE FEES, LIEN PROCEDURES AND COST OF COLLECTIONS

- A. 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.
- B. An administrative late charge of twenty-five dollars (\$25.00) per month shall be incurred for any late payment and on any unpaid balance of the assessment (subject to increase upon further notice).
- C. Any costs, including attorney's 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 Unit Owner.
- D. Any payments made shall be applied in the following order:
 1. Interest and/or administrative late fees owed to the Association.
 2. Collection costs and/or attorney's fees incurred by the Association.
 3. Principal amounts owed on the account for common expenses and assessments.
- E. Any past due assessments may cause a lien and/or foreclosure to be filed against the Unit.
- F. 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 By-Laws 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 Unit Owner the entire cost and expense, including reasonable attorney's fees, of such performance 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.
- G. If any Unit Owner is delinquent in the payment of any fees for more than thirty (30) days, the Board may suspend the privileges of the Unit Owner to vote and/or use any of the amenities.

XI. COMPLAINT PROCEDURE

- A. 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.
- B. Reports of a violation should include the violator's name or Unit address (both, if available) and a detailed description of the alleged violation including the date, time and location, etc.
- C. The Board and/or the Managing Agent will correspond with the alleged responsible Unit Owner after receipt of each complaint, and a reasonable effort will be made to correct the alleged violation.
- D. If the reasonable efforts to effect compliance are unsuccessful, the Unit Owner will be subject to sanction in accordance with the assessment provisions contained in the following Section XII, "Enforcement Procedures and Assessments for Rule Violations."

XII. ENFORCEMENT PROCEDURES AND ASSESSMENTS FOR RULES VIOLATIONS

- A. The Unit Owner shall be responsible for any violation of the Declaration, By-Laws or Rules and Regulations by the Unit Owner, guest(s) or the residents, including tenants and employees, if any, of his or her Unit.
- B. 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 attorney's fees, shall be added to the account of the responsible Unit Owner.
- C. All costs for extra cleaning and/or repairs stemming from any violation will also be added to the account of the responsible Unit Owner.
- D. In addition to any other action and in accordance with the procedure outlined in Section E(4) 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.
- E. Prior to the imposition of an enforcement assessment for a violation, written notice, in the form of a certified letter, will be served upon the alleged responsible Unit Owner specifying the following:
 - 1. A reasonable date by which the Unit Owner must cure the violation to avoid the proposed charge or assessment.
 - 2. A description of the Condominium Property damage or violation.
 - 3. The amount of the proposed charge and/or enforcement assessment.

4. 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.
- F. To request a hearing, the Unit Owner must mail or deliver a written "Request for a Hearing" notice, which must be received by the Board no later than the tenth day after receiving the notice required by Item 5a above.
 1. If a Unit Owner timely requests a hearing, at least seven days prior to the hearing the Board shall provide the Unit Owner with a written notice that includes the date, time and location of the hearing. If the Unit Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the charge for damages and/or an enforcement assessment will be immediately imposed.
 2. At the hearing, the Board and alleged responsible Unit Owner will have the right to present any evidence. This hearing will be held in an Executive Session, and proof of the hearing, evidence and/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.
- G. The Association may file a lien for an enforcement assessment and/or damage charges that remain unpaid for more than ten (10) days.

XIII. POLICIES AND PROCEDURES FOR COLLECTIONS

- A. All assessments, including maintenance fees, are due on the first day of the month and are considered late if not paid by the 15th day of the month.
- B. The following actions will be taken for delinquent accounts:
 1. If an account is delinquent for 60 days, written notice will be hand-delivered, mailed **or** posted on the Unit Owner's front door.
 2. The Meadows of Walden reserves the right to use all means within the By-Laws and the law to collect the debt, which may include court action against the delinquent Unit Owner.
 3. If an account remains delinquent for 90 days, a letter will be sent the Association's Legal Counsel to file a lien against the Unit Owner's property. The Meadows of Walden Legal Counsel is fully authorized by the Board to file liens.
 4. If accounts remain delinquent for 150 days, the Board may initiate a foreclosure action. Foreclosure actions may be delayed due to litigation (if applicable).
- C. Unit Owners will be responsible for:
 1. All moneys due to the Association.
 2. A \$25.00 per month administrative late charge.
 3. All legal fees associated with the collection process.
 - a. Any payments made will be applied in the following order:
 - i. Interest and/or administrative late fees owed to the Association.
 - ii. Collection costs and/or attorney's fees incurred by the Association.
 4. Principle amounts owed on the account for common expenses and assessments.

XIV. IMPORTANT TELEPHONE NUMBERS

Emergency:

Police/Fire Emergency.....911
Portage County Sheriff.....(330) 296-5100
Police - Non Emergency.....(330) 562-8181
Fire/EMS – Non Emergency.....(330) 562-7171
Poison Control Center.....(216) 231-4455
Poison Control Center (National Number).....(800) 222-1222

Utilities:

Ohio Edison (Electric).....(800) 633-4766
Dominion (Gas).....(800) 362-7557
Division of Water - City of Aurora.....(330) 995-9109
Division of Sanitary Sewers – City of Aurora.....(330) 995-9109

KareCondo:

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

General:

Aurora Public Library.....(330) 562-6502
State Farm Insurance.....(440)-526-5613
Post Office (Aurora).....(330) 562-7505
City of Aurora.....(330) 995-9116

Services:

Typhon Security.....Dispatcher (330)-906-0303
Direct to Patrol (330)-208-8690
Rumpke Trash.....(800)-828-8171

THE MEADOWS OF WALDEN CONDOMINIUM ASSOCIATION OWNER/OCCUPANT(S) INFORMATION

The Ohio State Condominium Laws, Statute 531.09, (A)(2), states that, "Within thirty days after a Unit Owner obtains a condominium Ownership interest" that this information be provided to the Association, and 531.09, (A)(3,) states that, " Within thirty days after a change in any information that division (A)(2) of this section requires, a Unit Owner shall notify the association, through the Board of Directors, in writing of the change. When the Board of Directors requests, a Unit Owner shall verify or update the information."

OWNER(S) NAME(S): _____

UNIT ADDRESS: _____

BILLING ADDRESS: _____
IF DIFFERENT THAN UNIT ADDRESS

HOME PHONE: _____ WORK PHONE: _____ CELL PHONE: _____

EMAIL: _____

OTHER OCCUPANT IN UNIT: _____ RELATIONSHIP: _____

OTHER OCCUPANT IN UNIT: _____ RELATIONSHIP: _____

OTHER OCCUPANT IN UNIT: _____ RELATIONSHIP: _____

The following information is required in order to more effectively protect your property and possessions and that of all of our Owners:

PET(S) 1) Dog: ___ Cat: ___ Type (Breed): _____ Color(s): _____

2) Dog: ___ Cat: ___ Type (Breed): _____ Color(s): _____

If none, check here

VEHICLE(S) 1) Color, Make & Model _____ License # _____

2) Color, Make & Model _____ License # _____

3) Color, Make & Model _____ License # _____

4) Color, Make & Model _____ License # _____

If none, check here

EMERGENCY CONTACT NAME: _____ PHONE: _____

Must be able to provide access to your Unit for Emergency entry

Please note that this form is to be completed in its entirety to prevent the Association from re-requesting the information. Providing partial or no information within the required 30 days of receipt may result in the Board taking any and all action within their means to elicit compliance of the request for information. Thank you in advance for your timely response.

THE WALDEN ASSOCIATION

PROCEDURE AND APPLICATION FORMS FOR APPROVAL OF IMPROVEMENTS TO UNITS

INFORMATION SHEET

What must be approved:

Any changes, additions or replacement work affecting the exterior appearance of any residential unit in Walden, and any site work, proposed for the grounds of any unit.

A. Procedure:

Submit required material (see below) to your Condominium Association or to this Committee. If a homeowner, using application forms attached. Fill in Part A. After Association approval or comments on Part B, Association will submit with the required descriptive material, to the Architectural Committee via email to ginaehrhart@yahoo.com.

What to Submit:

For proposed building construction:

Drawing submissions to be made on white paper, not to exceed 24"x36" in size.

Plans and Elevations shall be drawn at a scale not less than 1/4" = 1'0".

A plot plan, to scale, shall show proposed work with relationship to adjacent structure and Limited Common Area(or property line where applicable). Reproduction of your unit plot plan showing L.C.A. Can be obtained from your Association Board. Plan shall show grades, floor elevations, landscaping, and any other information pertinent to the desired improvements. Photos of the area to be improved and surrounding areas are recommended with application.

It is recommended that drawings be prepared by a Registered Architect and that his/her stamp be on the drawings.

Location and type of any exterior electrical fixture or mechanical device shall be shown.

NOTE: You may also require approval and/or permits from the City of Aurora. Please check with the building department.

For color changes or replacement of exterior components (doors, windows, railings, etc):
Submit color selection, brief specification of material, and/or manufacturer's literature clearly showing replacement component.

C: Completed Work

When approved work is complete, notify the Architectural Committee at ginaehrhart@yahoo.com. The Architectural Committee will then check the work.

NOTE: Applications submitted without all documentation required, as stated in Section B will be returned without action.

WALDEN ASSOCIATION ARCHITECTURAL COMMITTEE

APPLICATION FOR IMPROVEMENTS APPROVAL

NO. _____

PLEASE READ INFORMATION SHEET (ATIACHEO) BEFORE SUBMITTING.

SUBMITTED BY: _____ HOUSE CONDO
ADDRESS: _____ PHONE: _____
ASSOCIATION: _____ DATE RCD: _____
WORK DESCRIPTION: _____

PART A

PART B • TO BE COMPLETED BY THE CONDOMINIUM ASSOCIATION, UNLESS APPLICANT IS A HOMEOWNER.

ASSOCIATION
ACTION: _____

COMMENTS: _____

BY APPROVING THIS APPLICATION, THE BOARD OF THE _____ CONDOMINIUM
ASSOCIATION REPRESENTS THAT THIS PROJECT SATISFIES ANY APPLICABLE REQUIREMENTS OF
OHIO CONDOMINIUM LAW IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 5311 O.C.R.

SIGNED: _____

Association Officers Association Officers

DATE: _____

PART C • TO BE COMPLETED BY THE WALDEN ASSOCIATION ARCHITECTURAL COMMITTEE.

COMMITTEE
ACTION:

_____ APPROVED
 APPROVED AS NOTED
 NOT APPROVED

COMMENTS: _____

SIGNED: _____ DATE: _____

COMPLETION
INSPECTION:

_____ APPROVED
 NOT APPROVED

COMMENTS: _____

SIGNED: _____ DATE: _____