

Granger Lakes Condominium Association #5

249 Granger Rd #91
Medina, Ohio 44256

Rules and Regulations Handbook

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Welcome

Welcome to Granger Lakes Condominium #5. We, the Association, hope you enjoy your unit. Our goal is to maintain this as a very special place to live. To help accomplish this, we have created this handbook highlighting various rules that apply to Granger Lakes Condominium #5.

Granger Lakes Condominium #5 consists of 20 units. As a private condominium property, we are governed by State Law, County & Township ordinance and our own Declaration and Bylaws. The Board of Directors consists of 3 individuals who are unit owners and are elected by their fellow unit owners. The Directors serve without compensation for their elected terms. Decisions concerning the property are made during the Board's meetings, generally held quarterly, or as needed. An annual meeting is held for all unit owners.

Since our association is so small, there is no management company to handle the day-to-day operations of the association. These tasks fall on the Board of Directors and officers. They collect all fees, pay all bills, negotiate contracts for the outside services (landscaping, snow removal, repairs etc..) and are responsible for follow up on needed property care.

This handbook is intended to supplement, not replace, the Declaration & Bylaws that define the rights and obligations of each unit owner and the Association. This handbook restates those requirements as common-sense rules and regulations that take into consideration the health, safety and comfort of all owners, residents and guests of our Association. We hope you will find the handbook useful and that you will cooperate by upholding the rules.

If you have a question that is not covered in the handbook, please do not hesitate to contact a member of the Board of Directors.

Utilities, Emergency Numbers and Newspapers

Cable	Spectrum	855-707-7328
Electricity	Ohio Edison	800-633-4766
Gas	Dominion East Ohio	800-362-7557
Telephone	Verizon	800-837-4966
Trash	C. Martin Trucking	330-725-5083

Emergency Service	Emergency	Non-Emergency
Medina County Sheriff	911	330-725-9147
Granger Fire & EMS	911	330-239-2111

Newspapers:

The Akron Beacon Journal, Cleveland Plain Dealer and Wall Street Journal are all delivered within the association at the unit owners' expense.

The Montrose Sun/Medina Sun, Trading Post and West Side Leader are all available free in the Association #4 mail room near the Tennis Courts.

Association Fees and Responsibilities

Fees

The monthly association fee is payable the 1st of the month and is considered late if not received by the 10th of the month. An administrative late charge of \$25.00 per month shall be incurred for any late payment and any unpaid balance.

Fees are to be sent to:

**Granger Lakes Condominium Association #5
249 Granger Rd Unit #91
Medina, Oh 44256**

Fees are subject to increase upon written notice.

No owner of a unit may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the Common Elements and Facilities or by the abandonment of his unit.

Unit Owners having any concerns with damages or suggestions for any of our contractors should immediately take them up with a Director, **not** the contractor.

Trash collection:

Trash is collected Thursday mornings – early. Please place your trash in solid containers or heavy trash bags, at the end of your drive, **no earlier than Wednesday evening.**

Unit owners are responsible for fees associated with the pickup of large items such as appliances, grills, and TV's, and must make prior arrangements with the trash pickup company for the removal of such items.

If one of the following holidays falls between Monday and Thursday of the week, our collection will be one day late.

Memorial Day	4 th of July	Labor Day
Thanksgiving	Christmas	New Year's Day

Snow Removal:

The association contracts with a snow removal company to plow the streets, driveways and walkways whenever there are two inches or more of snow on the ground. In the event of the forecast for heavy snow, your cooperation in parking off the street is appreciated.

Water & Sewer

Granger Lakes Condo Assoc #4 manages the water treatment plant with water supplied by two wells. Daily water testing is required and reported to the EPA. Annual Drinking Water Confidence Reports are supplied to unit owners. The cost of your water is included in your monthly fee.

Granger Lakes Condo Assoc #1 manages the sanitary sewage treatment plant that services all of the condo associations here at Granger Lake. It is very important that only toilet paper is flushed down toilets. Anything more dense can clog up the grinders and require expensive maintenance. No sanitary napkins, tampons, towels or other materials should ever be flushed down the toilets. The cost of your sewage treatment is covered in your monthly fee.

Lawn Care

The Association contracts for landscape service. This service includes mowing grass, trimming shrubs, removing weeds in front beds, edging, mulching beds in

the front of units, spring and fall cleanup, leaf removal and pruning as well as tree removal as determined appropriate by the board.

Unit owners may add, change or remove plantings within original and other existing landscape installations associated with their units with Board approval. Unit owners and occupants are responsible for the maintenance of any landscaping on the sides and rear of their units.

Unit owners must submit appropriately detailed plans to – and secure approval from – the board for any and all new landscape or exterior hardscape installations (decks, patios, walkways, fences, benches, railings and the like). The board, or a committee established by the board, shall determine if the installations are appropriate and aesthetically harmonious with the general appearance of the Condominium #5 community. The Board may establish penalties for noncompliance, including but not limited to requiring that inappropriate installations be removed.

If the board does not respond to a unit owner's plans within 60 days of receiving them, the unit owner, by default, may proceed with the installation.

Insurance:

The Association carries insurance on all buildings as they were sold originally. (Rule of Thumb: Owners must carry their own condominium owner's insurance on everything from the inside walls in; the association will carry insurance on the buildings from the inside walls out.) If your unit is damaged by an accident, in any way, contact a board member to determine whether the association insurance will apply.

Exterior Building Maintenance

The Association will contract for routine maintenance (painting, power washing, roof repair/replacement, repair of siding, etc.) as needed. Please contact a Board member for further information.

Recreational Facilities:

Granger Lake with dock and boating equipment, the club/party house, picnic grounds and tennis courts are available to all Owners.

New owners should obtain their individual membership card which can be used to open the owner's club house. Rental of the party house is available on a first-

come-first-serve basis to all unit owners. A deposit is required, and a rental rate is charged. Reservations may be made by calling Associated Property Management at 330-722-3000 or current Management Company.

Common Elements & Limited Common Elements

Common Elements:

Common Elements include all of the land and all improvements (streets etc.) not labeled Limited Common Elements and shall be used in common by all unit owners.

Limited Common Elements:

The Limited Common Element is the area around a unit consisting of the area 20 feet from the rear wall or the rear property line, whichever is closer, and five feet from each side of the building containing a unit, from the front wall out to the street abutting that unit, and includes the driveway and walkways from the driveway to the entrance of the unit. All such Limited Common Element is reserved for exclusive use of the owners and occupants of the unit.

Restrictions

Signs:

No sign of any kind shall be displayed to public view on the Condominium Association property except:

- (1) On Common Elements, signs regarding and regulating the use of the Common elements, provided by the Board.
- (2) On the interior side of a window of a unit, one professionally prepared sign advertising the Unit for Sale or Lease. (Declarations & Bylaws; Article: III; Section I)

Renting & Leasing:

No Unit or part of a unit shall be rented or used for transient or hotel purposes which is defined as (I) rental for any period less than one year; (II) rental under which occupants are provided customary hotel services such as; room service for food or beverages, maid service, the furnishing of laundry and linens, busboy service, and similar services; or (III) rental to roomers or boarders, that is, rental to one or more persons of a portion of a Unit only.

No lease may be for less than an entire Unit. Any lease agreement shall be in writing, shall provide that the tenant shall be subject in all respects to the provisions of the Association Declarations and Bylaws, and rules and regulations established and published by the Association Board and shall provide that the failure by the lessee to comply with the terms of the Condominium Organizational Documents and lawful rules and regulations shall be a default under the lease. (Declarations & Bylaws; Article III; Section I)

Pets:

Unit owners may keep no more than two four-legged pets per unit. Pets must be kept on a leash no more than 6 feet in length and maintained by a responsible person. Unit owners are responsible for cleaning up after their pet.

Any pet causing or creating a nuisance or disturbance shall be permanently removed from the Condominium property upon (3) three days written notice from the Association. (Declarations & Bylaws; Article III; Section a)

Vehicles:

No automobiles, inoperable vehicles, trucks, commercial vehicles, boats, recreational vehicles or trailers shall be parked on Common Elements. (Declarations & Bylaws; Article III; Section o)

Enforcement Policy

Effective September 1, 2018 a detailed Enforcement Policy and Procedure was put into place. The policy gives unit owners a procedure to follow when they want to report a rules infraction at Granger Lakes Condo Assoc #5. The policy and procedure are included in this handbook below.

Individual Unit Owner Responsibilities

Each unit owner shall provide routine maintenance and or replacement to his unit. This repair and maintenance responsibility shall include repair and maintenance of all windows, skylights, decks or patios, exterior railings installed by the owner, screens and doors, including the frames, sashes and jambs, and the hardware, and any planting areas within the Limited Common Elements other than plantings installed by the declarant.

(Declarations & Bylaws; Article IX; Section 2)

Each unit owner shall be responsible for the maintenance, and repair and replacement of all internal installations of such unit such as appliances, heating, plumbing, electrical and air conditioning fixtures or installations, and any portion of any other utility service facilities located within the unit boundaries.

Each unit owner shall not paint or otherwise decorate or change the appearance or any portion of the unit not within the walls of the unit, without the written consent of the Association Board of Directors.

Unit owners should promptly report to the Board any defect or need for repairs that are the responsibility of the Association.

Unit owners shall not make any alterations in the portions of the unit which is maintained by the Association or remove any portions or make any additions or changes in its appearance without first obtaining the written consent of the Board of Directors. A request to the board for any modifications or additions to a unit must be submitted in writing and include architectural drawings plus a letter of approval for said changes from all adjacent unit owners.

Each unit owner shall perform his responsibilities in such manner so as to not unreasonably disturb their neighbors.

Each unit owner agrees to maintain, repair and replace at his expense all portions of the Common Elements and facilities which may be damaged or destroyed by reason of his own or his occupant's act of neglect, or by act or neglect of any tenant, guest, invitee, or servant of the unit owner.

Unit owners may plant or replace shrubs, bushes and trees within the Limited Common Element with Board approval. (Rule of thumb: the Association maintains the front beds and the unit owner maintains the sides and back beds where they exist.) These plantings shall not detract from or significantly alter the general appearance of the area and shall be subject to review and approval of the board. The board may, in order to maintain or improve the appearance of the area, plant or replace shrubs, bushes and trees in the immediate area of a unit. Plantings used for the purpose of screening utility facilities shall be the responsibility of the association. Pruning, trimming and maintenance of said plantings except flowers,

and removal of trees due to storm damage or disease shall be the responsibility of the association. Flowers may be planted in existing beds without board approval.

GRANGER LAKE CONDO ASSOCIATION #5 ENFORCEMENT POLICY

- A. Notwithstanding anything contained in these Rules, the Board has the right to proceed, immediately or otherwise, with legal action for any violation of the Declaration, Bylaws, or Rules (“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, will be assessed to the account of the responsible owner.
- B. The owner is responsible for any violation of the Governing Documents by the owner, or the guests, or the occupants, including tenants, of the owner’s home.
- C. All costs stemming from any violation, including enforcement assessments, cleaning, repairs, or removal, will be charged to the responsible owner’s account.
- D. In addition to any other action and if applicable, in accordance with the procedure outlined below, the Board may: a) levy an enforcement assessment for damages and/or cleaning of the common elements or other property, or b) levy an enforcement assessment per occurrence or if the violation is continuous and ongoing in nature, levy an enforcement assessment per day, or c) levy an enforcement assessment for the approximate cost to physically remove the violation. For any violation of the Governing Documents that is continuous and uninterrupted for a period of more than 24 hours, each calendar day that the violation continues without interruption constitutes a new and separate violation.
- E. Prior to the imposition of an enforcement assessment for a violation, the following procedure will be followed:
 - 1. Written notice(s) will be served upon the alleged responsible owner specifying:
 - a. A description of the property damage or violation; and
 - b. The amount of the proposed charge (or, if unknown, a reasonable estimate of the proposed charge) or enforcement assessment; and
 - c. A statement that the owner has a right to, and the procedures to request a hearing before the Board to contest the proposed charge or enforcement assessment; and
 - d. If applicable, a reasonable date by which the owner must cure the violation to avoid the proposed charge or assessment.

2. To request a hearing, the owner must mail or deliver a written "Request For Hearing" notice, which must be received by the Board not later than the tenth day after receiving the notice required by Item 1 above.
 - a. If an owner timely requests a hearing, at least seven days prior to the hearing the Board will provide the owner with a written notice that includes the date, time, and location of the hearing. If the owner fails to make a timely request for a hearing, the right to that hearing is waived, and the enforcement assessment will be immediately imposed; and
 - b. At the hearing, the Board and alleged responsible owner have the right to present any evidence. This hearing will be held in Executive Session and proof of hearing, evidence of written notice to the owner to abate action, and intent to impose an enforcement assessment will become a part of the hearing minutes. Within 30 calendar days of the hearing, the owner will be sent written notice of the Board's decision.
 - c. In the event of an enforcement assessment hearing, or court hearing, copies of complaints and the complaining party identity will be made available to the alleged violator.
3. The Association may file a lien for any enforcement assessment that remains unpaid for more than 10 days.

GRANGER LAKE CONDO ASSOCIATION #5 WRITTEN COMPLAINT PROCEDURE

- A. Policy and procedure cannot replace courtesy and the need to communicate. Neighbors talking with each other in a non-threatening way can achieve quicker results. Our community spirit lies within each occupant.
- B. Complaints against anyone violating the rules must be submitted to the board/management company in writing and must contain the name, date, address, and telephone number of the individual filing the complaint.
- C. The board/management company will, in most instances, contact the alleged responsible owner after receipt of an initial complaint, and a reasonable effort will be made to gain the owner's agreement to cease the violation.
- D. If the reasonable efforts to gain compliance are unsuccessful, the owner may be subject to an enforcement assessment in accordance with the Enforcement Policy.
- E. In the event of an enforcement assessment hearing, or court hearing, copies of complaints and the complaining party identity will be made available to the alleged violator.

GRANGER LAKE CONDO ASSOCIATION #5 COMPLAINT FORM

THIS FORM MUST BE SIGNED

Nature of Complaint (animal, noise, Etc.): _____

Location: _____

Number of Occurrences: _____

Date(s) of Violation: _____

Time(s) of Violation: _____

Name of Offender (if known): _____

Details. Be Specific Please: _____

Was Any Attempt Made to Resolve This Problem (circle one): Yes No
If "Yes", What Were the Results? _____

Name (please print) _____ Signature Required _____

Your Address: _____

RECEIVED BY ASSOCIATION:
Date: _____ By: _____

Disposition: _____

In the event of an enforcement assessment hearing, or court hearing, copies of complaints and the complaining party identity will be made available to the alleged violator.

GRANGER LAKE CONDO ASSOCIATION #5 COLLECTION POLICY

1. All assessments are due on the 1st day of the month and are considered late if not received by the 10th day of the month (“the late date”).
2. After the late date, an administrative late charge of \$ 25.00 per month will be added for any late payment or on any balance of unpaid assessments. (Subject to increase upon further notice.)
3. The Association will apply any payments in the following order:
 - A. Interest owed to the Association;
 - B. Administrative late fees owed to the Association;
 - C. Collection costs, attorney’s fees and paralegal fees the owners association incurred in collecting the assessment; and, finally,
 - D. Oldest principal amounts the owner owes for common expenses or penalty assessments charged to the account.
4. Any unpaid assessment may result in collection action, including letters, liens, updated liens, suits for money judgment, and foreclosure. Once judgment is obtained, the Association may proceed with post-judgment action, including bank attachment and wage garnishment. Any costs the Association incurs in the collection of unpaid assessments, including non-sufficient bank fees, attorney’s fees, recording costs, title reports, and court costs, will be charged back to the account.
5. While a foreclosure case is pending, partial payments may not be accepted unless, through a formalized payment plan or receiver, approved by the Court.
6. If any owner (either by their conduct or by the conduct of any occupant) fails to perform any other act required by the Declaration, the Bylaws, or the Rules and Regulations, 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 an owner is more than 30 days past due in the payment of any assessment, the Association may suspend privileges including the right to vote, the use of the amenities, or the ability to apply for architectural approval.