

The Village of Crystal Lakes Condominium Association



Handbook of Rules, Regulations & Information

WELCOME TO THE VILLAGE OF CRYSTAL LAKES

On behalf of the Association, we welcome you to The Village of Crystal Lakes Condominium Association. We hope you find The Village of Crystal Lakes a very nice place to live. To help accomplish this, we have established a Handbook of Rules, Regulations and Information that pertains strictly to living at The Village of Crystal Lakes in a condominium atmosphere. These common sense Rules and Regulations take into consideration the health, safety and comfort of all of our residents. We hope you will find them reasonable and will cooperate by upholding them.

This handbook is intended to supplement, not replace, the Declaration and Bylaws; therefore, if there should be an inadvertent discrepancy between what is expressed in this handbook and the recorded documents, the Declaration and/or Bylaws shall govern. A copy of the Declaration and Bylaws and all current amendments may be obtained from the Summit County Fiscal Office Recording Department. You may also obtain these documents from KareCondo at no charge via email or for a modest copy/administrative fee for hardcopies.

We ask that you keep this handbook handy and refer to it when necessary. If something arises that may not be covered in the handbook, please contact the Management Company, KareCondo, at P.O. Box 1714, Stow, OH 44224, by telephone at (330) 688-4900 or via email to info@karecondo.com.

Sincerely,
The Board of Directors
The Village of Crystal Lakes Condominium Association

CHANNELS OF COMMUNICATION

The Board of Directors consists of five (5) individual Unit Owners 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, which are typically held bi-monthly.

In between the regularly scheduled 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 the matter to the Management Company by phone or in writing. In case of an emergency (such as a fire), you should contact the local fire/police departments.

The Board requests and appreciates your cooperation in respecting that Board members are not employees and should not be contacted directly on Association related matters outside of Board meetings. Board members are not individually responsible for resolving Association matters and 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 concerning problems that you may have with the Management Company. Again, all other communications must be directed through the Management Company to ensure that your concerns and questions are properly addressed and answered.

Thank you for anticipated cooperation.

TABLE OF CONTENTS

INTRODUCTION.....	4
I. ENVIRONMENT OF COMMON ELEMENTS.....	5
A. GENERAL.....	5
B. SIGNS.....	5
C. MOTOR VEHICLES.....	6
D. GARAGES AND PARKING.....	6
E. LANDSCAPING.....	7
F. PONDS.....	8
II. ENVIRONMENT OF LIMITED COMMON ELEMENTS.....	8
A. GENERAL.....	8
B. WINDOWS, DOORS & ROOFS.....	8
C. PATIOS, PORCHES & DECKS.....	9
III. MAINTENANCE AND REPAIR RESPONSIBILITIES.....	9
A. ASSOCIATION RESPONSIBILITIES.....	9
B. UNIT OWNER RESPONSIBILITIES.....	9
C. OTHER.....	10
IV. UNIT RESTRICTIONS.....	10
A. GENERAL.....	10
B. FLAGS.....	12
C. PETS.....	12
D. RUBBISH REMOVAL.....	13
E. SEASONAL DECORATIONS.....	13
F. OCCUPANCY RESTRICTION.....	13
V. SELLING OR LEASING A UNIT.....	14
A. SALE OF A UNIT.....	14
B. LEASING OF A UNIT.....	14
VI. MAINTENANCE FEES AND COLLECTION POLICY.....	15
VII. VIOLATIONS OF THE RULES AND REGULATIONS.....	16
A. COMPLAINT PROCEDURE.....	16
B. ENFORCEMENT PROCEDURES AND ASSESSMENTS.....	16
IMPORTANT PHONE NUMBERS.....	18
PROPERTY MAP.....	19

ALL FORMS AND CONTRACTS MAY BE OBTAINED THROUGH MANAGEMENT

INTRODUCTION

The Village of Crystal Lakes Condominium Association is comprised of approximately one hundred and five (105) freestanding Condominium Units on Lake Pointe Drive in Bath. The Condominium Property is served by Bath Township (Police and Fire Department), Revere School Systems and the Akron U.S. Postal Services.

Water, sewer, electric and gas utilities are individually metered and therefore the responsibility of each Unit Owner.

Our mission statement is “To maintain, preserve and protect, as well as enhance the property, consistent with good and judicious application of sound business practices.”

As a private Condominium Association, we are governed by the recorded Declaration and Bylaws. We elect our Board of Directors, which is composed of five Unit Owners, each serving a three-year term. The Board manages Association affairs on behalf of all Unit Owners. The Board of Directors normally meets on the second Wednesday of every other month at 9:00 a.m. (please check with Management for current location). Unit Owners must call the Management Company prior to any meeting for updates of any changes as meetings may be canceled, rescheduled or moved to a different location by the Board. Further, any Owner wishing to address the Board must submit a written request to the Management Company at least one week prior to the meeting, providing a detailed description of the topic(s) the Owner wishes to address.

Per the amended Bylaws, the Annual Membership Meeting for the election of Board Members is held in May each year. Unit Owners will be notified in advance of the specific location and time of the meeting.

KareCondo, a professional Condominium Property management firm, handles the day-to-day management operations of the Association, including the billing and collection of monthly maintenance fees, obtaining bids for services rendered to the Association (e.g., snow removal and lawn maintenance services), monitoring these services and facilitating Unit Owners’ concerns. It also acts in an advisory capacity to the Board of Directors. Any questions or inquiries must be directed to KareCondo via phone (330-688-4900), email (info@karecondo.com) or online through the website (www.karecondo.com).

I. ENVIRONMENT OF COMMON ELEMENTS

1. The Common Element consists of all parts of the Condominium Property except the Units (e.g., ponds, roadways, entrances, landscape, etc.). A specific description of the Common Element and a Unit can be found within the Association's Declaration.
2. Any item requiring prior written approval from the Board must be submitted to the Management Company with any pertinent information (e.g., drawings, plans, photos, etc.) to enable the Board to make an informed decision. The Board will review the information and respond to the request accordingly. No action should be taken by the Unit Owner until written approval is received.

A. GENERAL

1. Littering is prohibited.
2. The placement or storage of any items (e.g., bicycles, vehicles, furniture, toys, figurines, etc.) in the Common Elements is prohibited without prior written approval of the Board, unless allowed herein. Neither the Association nor the Association's contractors shall be responsible for any damage to personal property left in the Common Element.
3. Damage to the Common Elements shall be repaired or replaced by the Association at the expense of the responsible Unit Owner. Unit Owners are responsible for any damage caused by their tenants or guests.
4. Nothing shall be done or kept in any Unit or in the Common Element that will increase the rate, or cause to be cancelled, of the Association's insurance on the Common Element without the prior written consent of the Board.
5. Noise that constitutes a nuisance or disturbs other residents is prohibited. In the event of a disturbance, try speaking with your neighbor about the issue or contact the local authorities if necessary.
6. Feeding of geese or other wildlife is prohibited, except bird feeders are permissible.
7. Residents may not give work instructions to any contractor hired by the Association (e.g., landscapers, snowplow drivers, plumbers, etc.), and must immediately contact the Management Company with any work related issues.
8. Encroachments on the Common Element by a structure, including, but not limited to, patios, decks and sidewalks, are strictly prohibited and will not be approved by the Board of Directors.

B. SIGNS

1. Signs (or other advertising of any nature) are prohibited from being displayed on or from any part of the Unit or Condominium Property except for the following:
 - a. Security signs.
 - b. One (1) professional "For Sale" sign is permitted on the interior side of one (1) window of a Unit or garage.
 - c. Open house signage is permitted during the hours of the open house only and must be removed immediately following the scheduled open house.

C. MOTOR VEHICLES

1. The speed limit is 15 miles per hour. Please drive with caution (especially around corners) as pedestrians may be crossing the parking area.
2. All vehicles on the Condominium Property must display current license tags. Any abandoned or disabled vehicle that is left unattended for a period exceeding 72 hours, or any prohibited vehicle regardless of time, may be towed and stored at the owner's expense in addition to all other remedies.
3. Only minor maintenance to motor vehicles (e.g., car washing and tire changes), is permitted within your Common Element driveway.
4. Vehicle repairs, including, but not limited to, engine maintenance (e.g., oil changes) are prohibited anywhere within the Common Element.
5. Vehicles that are leaking fluid are prohibited from the Condominium Property. Unit Owners are responsible for the immediate cleanup of any leaked fluids.
6. The following vehicles are prohibited from being parked, stored, kept or maintained within the Condominium Property unless garaged:
 - a. Trucks or vans in excess of 3/4 ton capacity, buses and pickup trucks with cargo in the bed.
 - b. Vehicles licensed, painted or signed for commercial use.
 - c. Boats, snowmobiles, skimobiles and jet skis.
 - d. Recreational vehicles, including golf carts, campers and mobile homes.
 - e. Trailers.
 - f. Vehicles with loud exhaust systems and/or sensitive alarms.

D. GARAGES & PARKING

1. All resident vehicles must be registered with the Management Company. Any vehicles on the premises for thirty (30) days or longer are considered resident vehicles.
2. The garage must be used as the primary parking space for all residents and may not be used for storage. The parking space in the driveway directly in front of the garage shall be used for secondary parking.
3. Storing flammable or hazardous items in a garage is strictly prohibited.
4. All Common Element visitor parking spaces are reserved for guest parking only. These spaces are available to guests on a first-come, first-served basis.
5. Residents having a guest park in visitor parking in excess of seventy-two (72) hours must notify the Board in writing through the Management Company beforehand.
6. Street parking is prohibited except for temporary guest parking during social gatherings at an Owner's home.
7. The following are prohibited within the Common Element:
 - a. Parking anywhere other than in designated parking areas (e.g., on the lawn).
 - b. Parking in front of a garage without the respective Owner's permission.
 - c. Double-parking on the guest parking pad (one car behind another).
 - d. Parking that impedes access to mailboxes or guest pads.

8. Garage doors must be kept closed at all times except ingress, egress or while a resident of the Unit is present and must be kept in working order and good condition by the Unit Owner.
9. Only minor maintenance to motor vehicles (e.g., interior cleaning or changing a tire), is permitted in a garage. Oil changes and other engine maintenance are prohibited on the Condominium Property. Washing the exterior is permitted in the driveway.
10. If a vehicle is parked in the driveway during the snow removal season, the driveway may not be plowed.

E. LANDSCAPING

1. Any changes, removals or additions to any plantings, including shrubs, bushes and trees, are prohibited without prior Board written approval, unless allowed herein. (See Article I, Item 2 for the approval process.)
2. The Association is responsible for all lawn maintenance. Unit Owners are responsible for watering the lawn around their respective Unit that is labeled as their "Unit Lot" on the Association Drawings. If the lawn in a Unit Owner's Unit Lot dies due to lack of water, the applicable Unit Owner may be assessed for the lawn replacement expense.
3. Unit Owners are responsible for maintaining any plantings dedicated and marked as "Homeowner's Garden" added to the front, side and/or back of the Unit.
4. Sprinkler systems must have the prior written approval of the Board and must include a backflow prevention device. Installation and maintenance of sprinkler systems are the responsibility of the Unit Owner. The installation of an irrigation system is encouraged.
5. Any plant life replacement in kind may be performed without prior approval.
6. Annual flowers may be planted without prior approval. The Unit Owner is responsible for all maintenance or replacement of such plantings. Unkempt plantings may be removed at the Board's discretion.
7. Plantings may not obstruct or impede landscaping services or access to public utility equipment.
8. Lawn ornaments and decorations are prohibited in the Common Elements (e.g., statuary, bird feeders and plastic flowers or plants).
9. Vegetables may only be planted in containers on decks.
10. At this time, mulch is typically installed by the Association every other year. During years when the Association does not mulch, Unit Owners may do so at their own expense utilizing dark brown mulch.
11. Unit Owners are responsible to maintain and replace all landscaping, other than the lawn, located in the area designated as their Unit Lot on the Association Drawings. This responsibility includes maintaining and replacing trees, bushes, and shrubs, trimming overgrown vegetation, and removing dead vegetation. Removals, replacements, and additions to landscaping in the Unit Lot require prior Board approval in accordance with Section E rules.

F. PONDS

1. The large pond/lake that borders the north side of the Association is governed by the Crystal Lake Recreational Association.
2. Ponds 1-7 located within the Association Property are for the enjoyment of all Unit Owners. No human or pet is permitted to enter the water at any time (e.g., swimming, boating, wading, etc.). Unit Owners are permitted to shore fish.

II. ENVIRONMENT OF LIMITED COMMON ELEMENTS

A. GENERAL

1. The Limited Common Elements are included in the Common Elements but are restricted to the sole use of the Owners of Units to which such areas are appurtenant (e.g., driveways, patios, decks, porches and sidewalks). These areas, specifically around the Unit, are designated as Common Elements because they are owned by all Unit Owners and the Association has control over how they are to be used and maintained, while the complete designation is Limited Common Element because they serve only one Unit. Except where otherwise provided, the Unit Owner is responsible for the maintenance, repair and replacement of the Limited Common Elements appurtenant to his or her Unit.
2. The Limited Common Elements shall be kept free and clear of garbage, rubbish, debris and other unsightly materials.
3. Storing items in the Limited Common Elements (e.g., furniture, appliances, tools, ladders, lumber, etc.) is prohibited. Patio furniture, however, is permitted only on the patio, porch and/or deck, provided it is kept in a neat and orderly manner.
4. Using clotheslines or hanging clothes in the Limited Common or Common Elements is prohibited.
5. All exterior modifications (e.g., siding, roofs, windows, doors, etc.) require prior written Board approval. (See Article I, Item 2 for the approval process.)

B. WINDOWS, DOORS & ROOFS

1. Any change to the appearance (e.g., style, color, etc.) of windows, doors and roofs requires the prior written approval of the Board. (See Article I, Item 2 for the approval process.)
2. Use of plastic or other non-glass window or door liners is prohibited on the Unit exterior.
3. Only curtains, draperies and vertical or horizontal louvers are permitted as window treatments. Bed sheets, newspapers and other non-window coverings are prohibited.
4. Broken windows, torn screens and damaged front doors must be repaired immediately by the Unit Owner at his or her expense.

C. PATIOS, PORCHES & DECKS

1. Storing personal items and nontraditional patio furniture on patios, porches and decks is prohibited. Patio furniture is permitted on patios, porches and decks provided they are kept in a neat and orderly manner.
2. Hanging items from deck railings is prohibited, except seasonal decorations are permitted provided their timely removal. (See Article IV, Section E, Item 1.)

III. MAINTENANCE AND REPAIR RESPONSIBILITIES

The Declaration of Condominium Ownership and the Bylaws for The Village of Crystal Lakes Condominium Association should be read by all Unit Owners and residents. Together, they fully explain the operation and maintenance of your Association. The following information was taken from these documents to assist you in maintaining your individual Unit. However, additional information can be found in the aforementioned governing documents.

A. ASSOCIATION RESPONSIBILITIES

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

1. Roadways.
2. Ponds.
3. Common Element landscaping, including Common Element gardens, mowing and fertilizing lawns, removing dead trees and shrubs and pruning trees and shrubs.
4. Common Element snow removal.
5. Common Element utilities.
6. Common Element lighting.
7. Common Element signage.
8. Association's master insurance policy (covers Common Element & Association liability).
9. Rubbish removal service.
10. Painting of all wood trim on Units.

B. UNIT OWNER RESPONSIBILITIES

Unit Owners are responsible to report promptly to Management any need for repairs that are the responsibility of the Association. In addition, Unit Owners are also responsible for the reasonable maintenance, repair and/or replacement of the following items:

1. All portions of the Unit, including the roofs and exterior walls, siding and component parts (except the painting thereof).
2. All doors (including garage doors, mechanisms and openers), frames and screens.
3. Windows, frames and screens.
4. Gutters and downspouts.
5. Patios, decks, stoops and porches, if any, including any related structures, decorative door frames, overhangs and pillars.
6. All utilities and utility lines serving only the Unit (e.g., gas, water and electric).

7. All appliances heating, plumbing, electrical and air conditioning fixtures or installations serving only the Unit.
8. Any damage to the Common Elements caused by a Unit Owner, his/her tenant or guest (damage shall be repaired or replaced by the Association at the expense of the responsible Unit Owner).
9. Limited Common Element light bulbs in fixtures attached to the Unit.
10. Individual sprinkler systems.
11. Driveways and walkways.
12. Homeowner's insurance coverage.
13. Maintenance of any plantings dedicated and marked as "Homeowner's Garden" added to the front, side and/or back of the Unit.

C. OTHER

Any maintenance performed, which is the responsibility of the Association, 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.

IV. UNIT RESTRICTIONS

No part of the Common Element shall be used for any purpose other than housing and the related common purposes for which the Common Element was designed. Any changes, additions or improvements to the Common Element (i.e., alterations that are not within the walls of a Unit) are prohibited without the prior written approval of the Board.

A. GENERAL

1. Unless prior written approval of the Board is obtained, Unit Owners shall not cause or permit anything to be hung or displayed on, or visible from, the exterior of any Unit, and no sign, awning, canopy, shutter, radio/television antenna, satellite dish, air conditioning unit or other wiring shall be affixed to, placed upon or protruding through the exterior walls or roof.
2. Installation of any satellite dish/antenna in the Common Elements is prohibited. Any Owner contemplating the installation of a satellite dish/antenna elsewhere on the Property (ground) must obtain prior written Board approval and comply with the Association's Satellite Dish Guidelines. (See Article I, Item 2 for the approval process.)
 - a. The Unit Owner is responsible for any and all damage caused to the Common Elements and exterior of the Home in conjunction with the installation, maintenance, use, removal and operation of the dish. Any dish that is not properly maintained will be subject to removal by the Association, and all related costs will be the responsibility of the Unit Owner.
 - b. There must be minimal exposed wiring attached to the roof or siding of the Home.

- c. The dish must be removed upon the sale of the Unit, and all associated Common Elements (if any) and exterior surfaces must be restored to their original condition unless express written approval from the Board is obtained to the contrary.
 - d. If, for any reason, it would become necessary to remove the dish in order to facilitate an exterior repair designated as the responsibility of the Association, the cost to remove and reinstall the dish would be the Unit Owner's responsibility. An example includes, but is not limited to, re-roofing of the Unit or building.
 - e. If any of the foregoing rules or provisions are declared void, such rules or provisions will be deemed severed from these rules and provisions, which will otherwise remain in full force and effect.
3. Garage, yard, moving, tag and estate sales are strictly prohibited.
 4. Any changes, additions or improvements outside the bounds of the Unit, including any alterations to the appearance of the exterior of the Unit, are prohibited without the prior written approval of the Board. (See Article I, Item 2 for the approval process).
 5. Lawn ornaments, lighting and other ground enhancements may not be installed without the Board's prior written approval. (See Article I, Item 2 for the approval process.)
 6. The storage of flammable or hazardous items in any Unit or garage is prohibited (e.g., propane tanks, gas cans containing gas, etc.).
 7. No industry, business, trade, occupation or profession of any kind (commercial, religious, educational or otherwise) shall be conducted, maintained or permitted to operate from The Village of Crystal Lakes.
 - a. A Unit Owner may use a portion of his/her Unit for his/her office or studio provided that the activities therein shall not interfere with the quiet enjoyment or comfort of any resident.
 8. Firewood may not be stored in the Common Element or by the exterior of any structure. Firewood is *only* permitted to be stored in the following locations:
 - a. Inside the Unit Owner's garage, six inches (6") away from the garage wall.
 - b. On the Unit Owner's back deck or patio on a metal or aluminum stand (e.g., a round metal firewood rack) in order to avoid wood-to-wood contact.
 9. No items are permitted to be nailed to any tree on the Condominium Property.
 10. Clotheslines are prohibited. No clothing, sheets, blankets, laundry of any kind or other articles (towels, bathing suits, etc.) shall be hung or exposed on any part of the Common or Limited Common Elements.
 11. Unit address numbers may not be modified, nor may address or unit numbers be added to Units or garages without the Board's prior written approval. (See Article I, Item 2 for the approval process.)
 12. Repairs made to Units by contractors or residents may only be performed between the hours of 8:00 a.m. and 6:00 p.m. Monday through Friday, and Saturday between the hours of 8:00 a.m. and 12:00 p.m.

B. FLAGS

1. One standard-sized flag (not to exceed 3' x 5') of the United States of America is permitted to be displayed within the Limited Common Element in accordance with proper flag etiquette and provided the bracket is secured to wood trim only (not the siding) using galvanized screws.
 - a. Proper US Flag Etiquette: Always hang or fly the flag with the union (the stars) in the upper left corner. A flag on a flagstaff 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. Flagstaffs or 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.
2. The flag must be made of nylon, polyester or cotton.
3. The location of the flag must not interfere with the use of any walkways.
4. The installation of a freestanding flagpole by a Unit Owner in the ground or Common Elements is prohibited.
5. Worn, faded or tattered flags must be immediately removed. All other flags require prior written approve from the Board prior to installation. (See Article I, Item 2 for the approval process.)

C. PETS

1. Two (2) dogs (excluding vicious dogs as described below), cats, caged (including bird cages and fish tanks) or other household domestic pets not exceeding five (5) total pets per Unit are permitted.
2. Wild or exotic pets (e.g., livestock, fowl, reptiles, etc.) and vicious dogs are expressly prohibited. Except for domestic animals (household pets), no animals shall be raised, bred, kept or maintained for any commercial purpose in any part of the Condominium Property for any length of time.
 - a. A "vicious dog" is a dog that has either (1) caused injury, including death, to any person or (2) killed another domestic animal.
3. All pets must be on a handheld, tethered (non-electronic) leash and under the control of the owner at all times when outside the Unit.
4. Pets shall not be tied, fenced or housed outside of a Unit for any period of time.
5. Pet owners are responsible for the immediate, complete cleanup after their pet and the proper, sanitary disposal of pet waste.
6. Pet owners shall be liable for any damages caused by their pet to any Common Elements including, but not limited to, shrubs, bushes, trees and grass.
7. Any pet causing a nuisance or unreasonable disturbance may be permanently removed from the Condominium Property upon five (5) days written notice from the Board. Upon the pet owner's receipt of such notice, the owner shall promptly and

permanently, without recourse, remove such pet from the Unit and from the Condominium Property.

- a. *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.
 - b. *Unreasonable disturbance* may be defined as, but not limited to, excessive barking.
8. Invisible fences are prohibited.

D. RUBBISH REMOVAL

1. Rubbish must be placed outside the garage door for pickup no later than 7:00 a.m. the morning of collection, but no earlier than 6:00 p.m. the prior evening.
2. The current collection day is Thursday. When a holiday (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving or Christmas) falls on a weekday, service may be delayed one (1) day.
3. Rubbish containers must be returned to the interior of the garage by 9:00 p.m. on the day of scheduled collection. Containers must remain inside the garage at all other times than noted above. If you cannot observe these time limits, please make arrangements with your neighbor(s) in order to comply.
4. All rubbish must be placed in securely tied/fastened bags before disposing of in a rubbish container(s) with the lid properly secured. Rubbish must be deposited directly into the appropriate waste container(s) and may not be left outside (Unit doors, garages, decks, etc.) overnight or for any extended period of time other than the evening before the scheduled collection day.
5. Owners must call Management to schedule a pickup for large items (e.g., furniture, mattresses, etc.). If the refuse company should charge extra for disposal, the charge will be applied to the appropriate Unit Owner's account. Refrigerators, freezers (doors must be removed) and AC units will not be picked up unless tagged to show the Freon has been removed.

E. SEASONAL DECORATIONS

1. Seasonal decorations (lights, wreaths, flowerpots, etc.) may be displayed on the front door, patio, deck and/or porch. Electrical lighting must be treated for outdoor use.
2. Seasonal lights or decorations may not be put up more than thirty (30) days before and must be removed no later than two (2) weeks after the holiday, weather permitting. Over the holidays, prohibition of items in the Common Elements includes decorative items and inflatables.

F. OCCUPANCY RESTRICTION

Units must be occupied by and used for single-family purposes only as private dwellings for Unit Owners, their families or lessees and for no other purpose.

V. SELLING OR LEASING A UNIT

A. SALE OF A UNIT

1. Up to one (1) professionally printed "For Sale" sign may be displayed on the interior window of a Unit or garage. Open house signage is permitted during the hours of the open house, and must be removed immediately following the scheduled open house. No other signage is permitted.
2. Within fifteen (15) days of executing a purchase or sales agreement, the Unit Owner, Title Company or real estate agent must notify the Management Company and arrange for a maintenance fee update letter and certificate of insurance.
3. At the same time as above, the Owner must provide Management with the following:
 - a. Names and full contact information for all residents.
 - b. Name, business address and telephone number of any person that manages the Unit on behalf of the Unit Owner.
 - c. Sales price.
 - d. Mortgagee.
 - i. Any change in the information required in a-d above must be provided to the Board within thirty (30) days of the change.
4. The Management Company will coordinate the paperwork with banks, real estate agents, appraisers and escrow agents. A transfer fee for these services (currently \$150.00) will be charged to the seller and applied to his/her account.
5. The seller is responsible for providing the following items to the buyer:
 - a. Copy of the Declaration and Bylaws, including any Amendments to same.
 - b. Copy of the Handbook of Rules, Regulations & Information.
 - c. Unit access door key(s) and garage door key(s).
 - d. Garage door opener.

B. LEASING OF A UNIT

1. Units must not be occupied by more than one (1) single family. Except for grandfathered rental Units or hardship exceptions that received the prior written approval of the Board, Units must be occupied by the Unit Owner(s) or parent(s) or children of the Unit Owner. (See Article 1, Item 2 for the Approval Process.)
2. Any Owner that was leasing his/her Unit prior to July 14, 1997 and registered his/her Unit as being leased with the Association shall be considered "grandfathered" and may continue leasing that Unit until the title is transferred to a subsequent Owner.
3. In no event shall any Unit be rented for transient or hotel purposes, which includes a rental for any period less than twelve (12) months, nor rented for business, speculative, investment or other purposes.
4. To meet special situations and to avoid undue hardship or practical difficulties, upon receipt of the Owner's written request, the Board shall grant permission to an Owner to lease his/her Unit to a specified renter for a period not less than twelve (12) consecutive months nor more than twenty-four (24) consecutive months. In no event

may hardship exceptions be extended beyond the one-time, twenty-four-month period.

5. The Unit Owner must provide the Management Company with the following information before a tenant may take up residence:
 - a. A copy of the executed lease. The lease document must contain a clause making it subject to the covenants and restrictions in the Association's Declaration, Bylaws, and Rules and Regulations and must give the Board the right to dispossess or otherwise act for the Unit Owner in case of default under the lease or for violations of the Declaration, Bylaws and/or Rules and Regulations.
 - b. A completed Owner/Tenant Information Form (form may be obtained from the Management Company).
6. The Unit Owner is responsible for supplying a copy of the Rules and Regulations to the tenant prior to taking up residence.
7. The Unit Owner is responsible for any violations of the Declaration, Bylaws and/or Rules and Regulations by the tenant. The Unit Owner is therefore liable to the Association for the conduct of the tenant, any enforcement assessments and/or damages to the Property.
8. The Association may initiate eviction proceedings to evict a tenant. The Association shall give the Unit Owner at least ten (10) days written notice of the intended eviction action. The costs of any eviction action, including reasonable attorney's fees, shall be charged to the Unit Owner and shall be the subject of a special Assessment against the offending Unit and made a lien against that Unit.
9. "For Rent" signs are prohibited.

VI. MAINTENANCE FEES AND COLLECTION POLICY

1. Assessments, including maintenance fees, are due on the first (1st) day of the month and are considered late if not received by the tenth (10th) of the month.
2. 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).
3. Any payments made shall be applied 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 incurred by the Association.
 - d. Principal amounts owed on the account for common expenses and assessments.
4. Any past due assessments may cause a lien and foreclosure to be filed against the Unit.
5. 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 Owner.

6. If any Owner (either by his/her conduct or by the conduct of any occupant) fails to perform any act that he/she is requested to perform by the Declaration, Bylaws or Rules and Regulations, the Association may, but shall not be obligated to, undertake such performance or cure such violation and shall charge and collect from said Owner the entire cost and expense, including reasonable attorney fees, of such performing or cure incurred by the Association. Any such amount shall be deemed to be an additional assessment and shall be due and payable immediately following notification of such charge, and the Association may obtain a lien for said amount in the same manner and to the same extent as if it were a lien for common expenses.
7. If any Owner is delinquent in the payment of any fees for more than thirty (30) days, the Board may suspend the privileges of the Owner to vote.

VII. VIOLATIONS OF THE RULES AND REGULATIONS

A. COMPLAINT PROCEDURE

1. Complaints concerning violations of the Rules must be made to Management in writing (emails are acceptable) and must be signed by the individual filing the complaint.
2. Reports of violation should include violator's name or unit address (both if available) and a detailed description of the alleged violation (e.g., date, time, location, etc.).
3. The Board of Directors and/or the Manager will, in most cases, contact the alleged responsible Unit Owner after receipt of each complaint and a reasonable effort will be made to correct the violation.
4. If the reasonable efforts to effect compliance are unsuccessful, the Unit Owner will be subject to sanction in accordance with the assessment provisions contained in the Enforcement Procedure below.

B. ENFORCEMENT PROCEDURES AND ASSESSMENTS

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 the occupants, including any tenants of his/her Unit.
2. All costs for extra cleaning and/or repairs stemming from any violation also will be added to the responsible Unit Owner's account.
3. In addition to any other action and in accordance with the procedure outlined below, the Board may:
 - a. Levy an assessment for actual damages,
 - b. Levy a reasonable enforcement assessment of up to, but not exceeding, \$50.00 per occurrence, or if the violation is of an ongoing nature, per day.
 - c. Prior to the imposition of an enforcement assessment for a violation, the following procedure will be followed:
 - d. Written notice(s) will be served upon the alleged responsible Owner specifying all

of the following items:

- 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.
 - 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.
- e. To request a hearing, the owner must mail or deliver a written "Request for a Hearing" notice, which must be received by the Board no later than the tenth (10th) day after receiving the notice required by Item 3d above.
- i. If a Unit Owner timely requests a hearing, at least seven (7) 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.
 - ii. At the hearing, the Board and 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.
- f. The Association may file a lien for an enforcement assessment and/or damage charges that remain unpaid for more than ten (10) days.

IMPORTANT TELEPHONE NUMBERS

Emergency:

Police/Fire Emergency.....	911
Police (Non-Emergency).....	(330) 666-3736
Fire/EMS (Non-Emergency).....	(330) 666-3738
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
Dominion East Ohio (Gas).....	(330) 794-0790
City of Akron Water Department.....	(330) 375-2554
City of Akron Environmental Services (Sewer).....	(330) 926-2415
Republic Waste.....	(800) 247-3644
Frontier Communications.....	(800) 921-8102
Time Warner Cable/Spectrum.....	(877) 772-2253

KareCondo:

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

General:

Bath Township.....	(330) 666-4007
Akron Public Library (Fairlawn-Bath Branch).....	(330) 666-4888
Post Office (Bath).....	(330) 666-1323

