

**PINE MILL RIDGE  
CONDOMINIUM  
ESTATE #1**

**HANDBOOK OF  
RULES &  
INFORMATION**

**Date Enacted: August 16, 2000**

**Date Effective: October 1, 2000**

**Date Revised: February 18, 2003**

Welcome to Pine Mill Ridge Condominium Estates #1. We, the Association, hope you enjoy your condominium unit. Our objective is to maintain Pine Mill Ridge Estates #1 as a very nice place to live. In order to accomplish this, we created this handbook to highlight certain rules that specifically pertain to living at Pine Mill Ridge Estates #1 in this condominium atmosphere and that are embodied in the Declaration of Condominium Ownership.

These are common sense rules and regulations that take into consideration the health, safety and comfort of all owners and residents at Pine Mill Ridge Estates #1. We hope you will find them reasonable and will cooperate by upholding them.

The Board has hired a management company, Carnation Realty, to handle the day-to-day operations of the property. The management company's job includes: handling accounts receivable and payable, soliciting bids, and overseeing the work performed by the various contractors hired by the Board.

We ask you to keep this booklet handy and to refer to it when necessary. If something arises that may not be covered in the booklet, please do not hesitate to contact the management company. Additional information is also contained in the Declaration of Condominium Ownership and Bylaws as recorded in the Summit County Records Volume 6571, Pages 489 et seq.

Before moving into Pine Mill Ridge Estates #1, you should have received a copy of the Declaration and Bylaws. If you do not have these documents, they can be obtained at cost from the County Recorder or from the management company.

Thank you,

The Board of Managers

Pine Mill Ridge Condominium Estates  
Phase I Homeowners Association, Inc.

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## I. INTRODUCTION

1. Pine Mill Ridge Estates #1 was built as a Condominium by David R Shepherd and Cheryl D Shepherd in 1981.
2. The property consists of Fifteen (15) condominium units at the following address location:  
515 Meredith Lane  
Cuyahoga Falls, Ohio 44223
3. Being located in the City of Cuyahoga Falls, the condominium property utilizes the Cuyahoga Falls Post Office, Police and Fire Departments.
4. As a private condominium association, we are governed by our own Declaration and Bylaws. We elect our own Board of Managers from our unit owner membership and we manage our association affairs on behalf of our fifteen unit owners. There are three Board members who serve, without compensation, for a one and two year terms.
5. Our Annual Meeting is held in March. Regular Board Meetings are held throughout the year and are open to all owners. If you are interested in attending a meeting, contact the Management Company for specific times, dates and places.
6. The Association retains the service of a professional management company to handle the day to day business operations of Pine Mill Ridge Estates #1.
7. As a condominium property, a master policy for insurance coverage is purchased by the Association. Each unit owner must obtain insurance at his/her own expense affording additional coverage upon the unit, personal property and for his/her personal liability.
8. One garage space is assigned to each condominium unit.
9. Parking is limited to the garage plus one space. If an additional space is needed for longer than one month, a spot can be rented from a unit owner for an amount that has been predetermined. Please contact the Management Company for further details.

## II. ENVIRONMENT OF COMMON AREAS

- A. COMMON AREAS: (Refer to the Declaration of Condominium Ownership, Section 6, Item A, Page 7-8.) Common property is owned by all the unit owners together. Examples include roof, front decking, etc. The repair and maintenance of all of the common property is done at the Association's expense.

### *CONDOMINIUM ASSOCIATION RESPONSIBILITIES*

The Association is responsible for the reasonable maintenance of the following:

1. Building exterior, foundation and roof
2. Parking areas and sidewalks
3. Landscaping
4. Snow removal from parking areas and sidewalks
5. Exterior post lamps and building light fixtures
6. Exterior exterminating services
7. Signs
8. Common area electric
9. Rubbish removal service
10. Common area cleaning
11. Master insurance

The common areas are for the use and enjoyment of all Pine Mill Ridge Estates #1 owners and/or tenants. Therefore, everyone is required to be considerate in his or her use of the areas.

1. Littering is prohibited.
2. Any and all damages to the common areas caused by an owner, tenant, or guest of an owner shall be repaired or replaced at the expense of the unit owner, who may then seek reimbursement from the tenant or guest.
3. Any and all items left unattended in the common areas may be removed by the Association and stored at the owner's expense.
4. Noise, which distracts or disturbs others is prohibited. Residents shall refrain from any activity that creates a nuisance.
5. Each unit owner shall report to the Management Company in writing or by telephone the need for any repairs of common areas of the condominium property that are the obligation of the Association to maintain.

6. Unit owners and tenants must not give work instructions to any service contractor (i.e., painter). This requirement is not intended to reduce or refuse service; it is simply an administrative procedure to insure that the contractor is performing the work in accordance with the contractual agreement. Any service contractor requests must be submitted in writing or by telephone to the Management Company.
7. Placing signs or other advertising devices of any nature on any portion of the condominium property or from any window is prohibited.
8. All recreational activities, including playing, are prohibited on the common stairways and decks.
9. Solicitation from profit or non-profit organizations is prohibited on Pine Mill Ridge Estates #1 property.

### III. LIMITED COMMON AREAS

(Refer to the Declaration of Condominium Ownership, Section 6, Item B, Page 8-9.)  
Certain parts of the Condominium property are for the exclusive use of each individually owned condominium unit. Examples include balconies, garages, etc.

These are designated common area because the Association HAS control over HOW they are to be maintained. Their complete designation is, however, "limited common area" because they are private to and serve only one condominium unit. Maintenance and repair become the expense of the individual condominium unit owner. For example, the private balcony associated with a particular condominium unit is for that owner's use only, and the cost to repair and maintain it is the owner's expense. However, the Association has the right to dictate what color the balcony railing is to be painted as the color affects the entire Association.

- A. Unit owners and/or tenants are responsible for the maintenance of their limited common areas.
  1. Garage, yard or patio/balcony sales are prohibited.
  2. Clotheslines are prohibited.
  3. Bird feeders are permitted as long as it does not disrupt the lower units.
  4. Firewood being used by a resident may be placed on the balcony.

5. Furniture, umbrellas, patio/porch furnishings or plants shall not obstruct or be detrimental to the enjoyment of a view for any other resident.
6. Sun screens or blinds are prohibited.
7. Balcony enclosures are prohibited.
8. Cooking and the use of barbecue grills are prohibited on balconies or deck type areas by City Ordinance.

CAUTION: Even the smallest amount of smoke blowing back into a unit from the balconies will activate smoke detectors. Outside cooking, on balconies, is prohibited by City Ordinance in a multi-unit building such as Pine Mill Ridge Estates #1.

9. There shall be no hanging, cleaning or beating garments, rugs or the like from windows, balconies, decks, hallways or stairways.
10. Balconies & the front entrances must not be used for storage of items. The planters are permitted. (Revised by the Board of Trustees 4/29/02)

#### IV. RESIDENTIAL UNITS

The boundaries of the individually owned condominium unit and everything within these boundaries built and installed for the exclusive use said unit is "home sweet home". It is the owner/resident's responsibility to maintain.

Individual unit owner responsibility is defined in the Pine Mill Ridge Estates #1 Declaration of Condominium Ownership. We have printed some of these items to assist you in your personal maintenance scheduling. Owners may delegate some of these responsibilities to their tenants.

##### *A. UNIT OWNER RESPONSIBILITIES*

1. All doors, screen doors, and door locks
2. All windows and window screens
3. Mailbox
4. Pool key and tag
5. Electric, telephone or other utility service lines or pipes, wire and conduits located within the bounds of a unit and which serve only the unit
6. All heating, cooling and ventilation equipment
7. Balcony and/or patios

8. Garage space, garage door openers/transmitters and garage door lock
9. Exterior electrical outlet serving your individual unit
10. Appliances
11. Insurance for private homeowner coverage
12. Any additions or changes constructed by a unit owner
13. In case of damage to a resident's unit caused by the negligence of a resident above or adjacent to the unit, the offending unit owner may be held responsible for all damage repairs

Examples:

- a. The condensation pipe on an air conditioning unit was clogged with mineral deposits and algae. The condition must have existed for some time, causing the water to leak into the condominium unit below. Recommendation: If your air conditioning unit has not been serviced for some time, consider having a professional repairman make a service call.
- b. A resident started the dishwasher and left for work. The dishwasher drain clogged, causing the dishwasher to overflow and leak into the condominium unit below. Recommendation: Have all appliances checked and serviced periodically.
- c. The commode caused water to leak into the condominium unit below. The wax seal around the base of the commode had disintegrated and water leaked into the unit below, causing considerable damage to the ceiling. The wax seal cannot be seen as the base of the commode covers it. Recommendation: Be aware there is a potential problem. Realize as appliances and fixture age, preventive maintenance is necessary. Have your plumber make a service check.

Repairs, of the nature required to correct these three problems, were the individual unit owner's responsibility and expense. Depending on the circumstances the damages may or may not be covered by insurance. The owner of the unit where the commode was located, for example, was charged with the cost of all repairs.

## ***B. RESIDENTIAL UNIT REQUIREMENTS***

1. Units shall be occupied and used for single family purpose only as private dwellings for owners, their families, tenants and special guests, and for no other purpose.
2. Unit owners must provide the Management Company with keys necessary to enter the unit. Entry to units will be with owner's permission or only in the event of an emergency.
3. Nothing shall be done or kept in any unit hazardous to life, limb or property or which will increase the rate of insurance or would be in violation of any law.
4. All window washing of each condominium unit's private windows is the responsibility of the resident.
5. Storm doors, if installed, must be an approved door, which will not detract from the overall architectural style of the building. Written approval from the Board of Managers must be obtained prior to installation. Any approved door will have no decoration frame or fastener of any color other than brown. The glass must be clear and the style must be identical to the unit's sliding glass door.

**V.**  
**EXTERIOR BUILDING RESTRICTIONS**

1. All modifications to the exterior of the building or the grounds are prohibited without obtaining prior, written consent from the Board of Managers.
2. Installation of wiring for electrical, telephone, television, air conditioning, machines or the like on the exterior of the building, or which protrudes through the walls or the roof of the building is prohibited without obtaining prior written consent from the Board of Managers.
3. Attaching decorative items to the exterior of the building is prohibited without obtaining prior, written consent from the Board of Managers.
4. The use of plastic or other non-glass window or door liner is prohibited on the exterior of any unit.
5. Broken windows, torn screens or damaged unit doors must be repaired immediately by the unit owner, or tenant, at their expense.
6. Plants, pots, receptacles or other decorative articles, which could fall or be wind blown must not be placed or hung on any deck/balcony. Such articles can become dislodged causing damage to windows and to condominium units below.
7. Any changes in the color or décor of the doors are prohibited.
8. Installation of any satellite dish/antenna on the common area is prohibited. Any owner contemplating the installation of a satellite dish/antenna elsewhere on the condominium property must submit a drawing to the Board indicating the proposed location, height, and screening materials to be used.

**VI.**  
**TRASH REMOVAL**

1. Contact the Management Company on the schedule for trash removal.
2. All trash bags must be placed in the dumpster. Leaving trash outside the dumpster is prohibited.
3. Large items of rubbish (old furniture, mattresses, appliances, old carpeting and padding, etc.) must be removed from the premises at the owner's expense.

**VII.  
MAIL AREA**

1. If you are going to be away from the building and unable to pick up your mail for more than three days, you must make arrangements with the postal service to have your mail held from delivery.
2. The Association is not responsible for the loss of mail or any delivery.
3. Please use your unit number as part of your Pine Mill Ridge Estates #1 address.

**VIII.  
KEYS**

1. The pool pass and key and unit owner keys are the responsibility of the individual unit owner.
2. The replacement of lost, misplaced, etc. keys is the responsibility of the individual unit owner.

**IX.  
UTILITIES**

Each Pine Mill Ridge Estates #1 resident is responsible for the payment of his or her individually metered utilities such as electricity and telephone service.

ELECTRIC:	City of Cuyahoga Falls Electric Department	971-8250
TELEPHONE:	Ameritech	800-660-1000

Note: Water and Sewer: Pine Mill Ridge Estates #1 water and sewer charges are included in the monthly maintenance fees paid by all unit owners. Service is provided by well and septic systems.

Note: Rubbish Removal: Basic rubbish removal is paid through an Association contract agreement from maintenance fees paid by all unit owners. The service is provided by Capital Environmental Resource. However, removal of large items is an individual unit owner expenses.

**X.**  
**CABLE TELEVISION**

1. Cable television is available to Pine Mill Ridge Estates #1. This service is provided by Cablevision.

Cablevision

800-372-9520

2. To arrange for initial service, residents must call Cablevision to request installation.
3. When cable service is installed or disconnected, the resident must make appropriate scheduling arrangements with Cablevision.
4. Individual television or other reception antennas are not permitted to be placed on the roof or displayed on the building or on the condominium property.

**XI.**  
**GARAGES**

1. Each unit owner is assigned one garage and one external available parking space.
2. Vehicle washing is permitted only at the south end area of the main garage and at least 10 feet from the end of garage.
3. When inside the garage area, the volume of the vehicle's radio/stereo/sound system must be adjusted to a level that will not be heard by others.
4. Flammable or noxious materials must not be stored in any garage parking space.
5. Oil leaks and other surface staining fluids must be cleaned immediately by the vehicle owner at his/her expense. A prompt repair must be made to correct any mechanical problem and prevent a future occurrence.
6. A unit owner may, with prior written consent from the Board of Managers, lease/rent their external parking space to another Pine Mill Ridge Estates #1 owner or resident. Parking spaces CANNOT be leased/rented or used by non-residents.
7. Maintenance/repair or replacement of the garage door opener (transmitter) is the responsibility of the unit owner.

## **XII. MOTOR VEHICLE REQUIREMENTS**

1. All motor driven vehicles in use on Pine Mill Ridge Estates #1 property shall be properly licensed and driven by licensed drivers.
2. All vehicles parked in garage areas or in the parking lot must bear current license plates.
3. Vehicles with loud exhaust systems are prohibited.

## **XIII. PARKING**

1. There shall be no parking at any time in areas designated as fire lanes nor in any area not specifically designed for parking.
2. The following vehicles are prohibited from being stored, kept or parked at Pine Mill Ridge Estates #1:
  - A. Trucks, except two-axle trucks with not more than four tires
  - B. Buses
  - C. Boats or boat trailers
  - D. Campers or camper trailers
  - E. House or other trailers
  - F. Inoperable Vehicles

## **XIV. PETS**

1. Residents shall be permitted to keep pets only in accordance with the terms and conditions of these rules. Residents keeping domestic animals shall abide by municipal sanitary regulations and shall be responsible for any inconvenience caused by such animals.
2. Dogs, cats or other usual household pets shall not be kept, bred or maintained for any commercial purpose.
3. Any pet causing or creating a nuisance or disturbance or violating the rules and regulations shall be permanently removed from the condominium property upon three (3) days written notice from the Board of Managers of the Association.

4. Pets are prohibited to freely roam any portion of the condominium property outside of resident's unit, nor upon any common area unless carried or leashed and in the company of an individual able to fully control the pet.
5. All pets are to be leashed and under control at all times when outside the unit.
6. NO PET shall be tied, fenced or housed outside a condominium unit.
7. Pet owners are responsible for immediate and complete clean up after their pet.
8. Pet owners shall be held liable for any and all damages caused by their pets to any common property including but not limited to front decks and stairs or rear balconies.

## **XV. EXTERMINATING SERVICE**

1. The Association provides exterminating service for the exterior of the condominium property. Unit owners need to contact the Management Company.
2. Unit owners are responsible for the interior exterminating service for their unit.

## **XVI. TRADE PERSONS**

1. Unit owners are responsible for the maintenance of the interior of their units.
2. The association, its agent and employees are not responsible for any damage or theft that may occur in your condominium unit by workmen. You must report theft to the City of Cuyahoga Falls Police Department.
3. The association, its agent and employees are not responsible for any theft or loss of packages, mail, etc., which are left outside or between a unit's door.

## **XVII. SALE OF CONDOMINIUM UNIT**

1. All unit owners are required to notify the Management Company in writing of any changes in occupancy within thirty (30) days of such change.
2. "For sale" signs are prohibited. "Open house" signs however, are during the hours of the open house.

3. Sale of your condominium unit:
  - A. After your unit is sold, you or your Realtor must call the Management Company for the maintenance fee update letter and certificate of insurance for the buyer.
  - B. The Management Company can provide requested paperwork if necessary for banks, realtors, appraisers and escrow agents.
  - C. The seller is responsible for providing the following information to the buyer:
    1. Copy of the Declaration and Bylaws
    2. Copy of the Handbook
    3. Written notice of any and all architectural changes and improvements constructed by seller or previous seller, which is the responsibility of the unit owner to repair and maintain.
    4. Unit keys, mailbox key, garage parking place assignment, and garage door opener/transmitter unit and pool key.
  - D. The seller must inform Realtors of the Association's policy on the following:
    1. "For sale" and "open house" sign rule.
    2. Location of garage parking space licensed to the condominium unit.
    3. Twenty-five (\$25.00) dollar transfer fee at closing made payable to the Management Company.

### XVIII. RENTAL OF YOUR CONDOMINIUM UNIT

1. "For rent" signs are prohibited.
2. No unit shall be rented or leased for periods of less than three (3) months.
3. Units shall not be occupied by more than one (1) single family.
4. The unit owner must provide the Management Company with the following information prior to tenant move in:
  - A. Copy of lease
  - B. Full name of tenant and telephone number
  - C. Names of all occupants of the unit
5. The unit owner is responsible for making the tenant aware of the Pine Mill Ridge Estates #1 Rules and Regulations.

6. The unit owner is responsible for tenant violations of the Declaration of Condominium Ownership or Rules and Regulations. The unit owner shall be responsible for assessments and all other damages and any recourse the owner may wish to take against a tenant who is in violation.
7. The lease document must contain a clause making it subject to the covenants and restrictions in Pine Mill Ridge Estates #1 Declaration and Bylaws and further subject to the Rules and Regulations of Pine Mill Ridge Estates #1.

Note: Providing the Management Company with the name and telephone number of your tenant enables them to include the name of the tenant properly into the association's files.

## **XIX. SECURITY**

1. Residents must report unusual or suspicious activity to the Police Department.
2. The Association and the Management Company do not have the responsibility for law enforcement at Pine Mill Ridge Estates #1. The responsibility for dealing with criminal activity remains exclusively with the Cuyahoga Falls Police Department.

## **XX. BUILDING SYSTEMS & MECHANICAL EQUIPMENT**

1. No one is to tamper with any mechanical equipment under any circumstances. Instead, call the Management Company and inform them of the problem.
2. The roof of the building is off limits to all except for service contractors.
3. All devices used in conjunction with utilities supplied to the property are to be handled by the Management Company.

**XXI.**  
**MAINTENANCE FEES, LIEN PROCEDURES & COST OF  
COLLECTION**

1. Maintenance fees and assessments are due on the first (1<sup>st</sup>) day of the month and are considered late if not received by the fifteenth (15<sup>th</sup>) of the month.
2. An administrative late charge of fifteen dollars (\$15.00) per month shall be incurred for any late payment and on any unpaid balance (subject to change).
3. Any cost, including attorney fees, recording costs, title reports and/or court cost incurred by the Association in the collection of delinquent maintenance fees or assessments shall be added to the amount owed by the delinquent owner.
4. Maintenance fees, past due, may cause a lien and foreclosure to be filed against the owner of the condominium unit.
5. If any unit owner fails to perform any act that he/she is requested to performed by the Declaration, the Bylaws or the 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 unit 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 upon such unit owner and shall be due and payable when the payment of the assessment next following notification of such charge becomes due and payable, 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.

**XXII.**  
**COMPLAINT PROCEDURE**

1. Complaints against anyone violating the rules are to be made to the Management Company in writing and must contain the signature of the individual filing the complaint. The Board of Managers and/or the Management Company will, in most instances, contact the alleged violator after receipt of each complaint, and a reasonable effort will be made to gain the violator's agreement to cease the violation.
  - See Addendum
2. If the reasonable efforts to gain compliance are unsuccessful, the unit owner will be subject to a sanction in accordance with the penalty provisions contained hereunder.

**XXIII.**  
**ENFORCEMENT PROCEDURES & ASSESSMENTS FOR RULE VIOLATIONS**

1. The unit owner shall be responsible for any violation of the Declaration, Bylaws or Rules by the unit owner, guests, or the occupants, including tenants, of his/her unit.
2. A rule violation that, by determination of the Board, affects the rights or others or their property, may result in immediate legal action.
3. The entire cost of effectuating a legal remedy to impose rule compliance, including attorney fees, shall be added to the account of the violating unit owner.
4. In accordance with the procedure outlined in Item 6 below, an assessment of up to but not exceeding Fifty Dollars (\$50.00) per occurrence MAY be levied by the Board of Managers on any owner found in violation of the rules and regulations. In the case of a tenant who is in violation, the owner of the unit in which said tenant resides will be held liable for the rule violation assessment charge.
5. In addition, all costs for extra cleaning and/or repairs stemming from the violation of the rules and regulations will be added to the assessment.
6. Prior to the imposition of an assessment for a rule violation, the following procedure will be implemented:
  - A. Written demand to stop the violation will be served upon the alleged responsible unit owner and his/her owner specifying:
    1. The alleged violation;
    2. The action required to stop the alleged violation; and
    3. A 24-hour time period during which the alleged violation may be stopped without the imposition of an assessment.
  - B. If the same rule is violated past the time period set above or over a period not to exceed twelve (12) months the Board will serve the alleged responsible unit owner written notice of a hearing to be held by the Board. This notice will contain the following:
    1. The nature of the violation.
    2. The time and place of hearing including at least a ten- (10) day notice.
    3. A request for the alleged responsible unit owner to attend hearing and supply any statement of evidence on his or her behalf.
    4. The intent of the Board to impose a Fifty Dollar (\$50.00) assessment per violation occurrence.

- C. At the hearing the Board and the alleged violator(s) will have the right to present any evidence. This hearing will be held in Executive Session and proof of hearing, evidence of written notice to violator to abate action, and intent to impose assessment shall become a part of hearing minutes. The assessment will only be imposed by the majority vote of the members of the Board then present at this hearing. The unit owner will then receive notice of the Board's decision and any penalty assessments imposed within ten (10) days of the hearing.

#### XXIV. TELEPHONE NUMBERS

Carnation Realty, Inc.	686-2010
Monday – Friday 9:00 a.m. – 5:00 p.m.	
Saturday 9:00 a.m. – 1:00 p.m.	
After hours “Maintenance Emergency”	688-4338

#### EMERGENCY INFORMATION:

All Emergency Services	911
Cuyahoga Falls Police Dept.	928-2181
Cuyahoga Falls Fire Dept.	971-8400
Cuyahoga Falls Post Office	945-5807
Cuyahoga Falls City Hall	971-8000
Poison Control	800-872-5111

#### UTILITY SERVICES:

City of Cuyahoga Falls Electric Dept.	971-8250
Ameritech	800-660-1000
Cablevision	800-826-2983