

The Meadows of Walden Condominium Association

Owners Guide



Frequently Asked Questions, Rules, Guidelines, and Contact Information

Date Revised Jan 21, 2022

Date Originally Enacted: May 15, 2013

WELCOME TO THE MEADOWS

Welcome to The Meadows of Walden Condominium Association. On behalf of the Association, we hope you will enjoy living in this great community. Our objective is to maintain The Meadows of Walden as an enjoyable, secure place to live.

This booklet contains answers to frequently asked questions as well as established rules and guidelines from our Meadows Declarations of Condominium and By-Laws. They reflect our common ownership and the health, safety, and shared expectations of all.

We ask that you familiarize yourself with the information and refer to it when necessary. If you have a question that is not covered, please do not hesitate to contact the Meadows Management Company.

*Sincerely,
The Board of Directors
The Meadows of Walden Condominium Association*

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The following information within this Handbook of Rules and Information is redacted from 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 a hardcopy at a cost from either the Portage County Recorder or through the Management Company with a \$25.00 processing and mailing fee.

I. WHAT IS THE MEADOWS?

The Meadows of Walden was created in 1979, is situated on approximately 11 acres with 2 lakes and is comprised of 52 condominium units, located within 26 buildings.

- The Meadows 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.
- All Streets within The Meadows Association Property including Ridgeway Drive are private roads that are maintained by the Condominium Associations, not the City of Aurora.

II. WHO MANAGES THE MEADOWS?

The Meadows Association has hired the professional services of KareCondo Management Company to delegate the duty and responsibility of managing the day-to-day operations of the Meadows Association and Property.

CONTACTING THE MANAGEMENT COMPANY:

EMAIL

Property Manager:
Kalie Gardner

kgardner@karecondo.com

PHONE

(330) 688-4900
24 Hour Emergency

(330) 688-4900

IN WRITING

KareCondo
P.O. Box 1714
Stow, OH 44224

In case of an emergency (such as a fire, etc.): call 911

Do not report individual concerns regarding your unit to Board members, please contact KareCondo. Board members are not individually responsible for resolving Association matters and can only decide on issues brought to their attention by the Management Company nor can a Board member issue a work order or individually approve contracts for service.

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.

III. HOW IS THE MEADOWS GOVERNED?

The Meadows of Walden is a private Condominium Association and is run like a business. It is not a social committee.

The Meadows is governed by a (3) member (volunteer) Board of Directors, each serving a (3) year term without compensation.

Owners elect Board members at the Annual Membership Meeting held in November.

The Meadows Board Members request and appreciate your cooperation in respecting that Board members are not employees and should not be contacted directly on Association related matters outside of Board meetings.

IV. WHAT ARE COMMON ELEMENTS & LIMITED COMMON ELEMENTS?

Common Elements (CE) are everything outside the walls within the individually owned condominium unit, all property is owned collectively by all the Unit Owners together.

- Examples include exterior siding of units, roofs, chimneys, driveways, lawns, trees, landscaping, parking Elements 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.

Limited Common Elements (LCE) are 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 unobstructed access to the owner's garage, all patios, decks, 3-season porches, and landscape beds that are located adjacent to, in front of or behind each Unit. (See Individual Unit Plot Plan).
- The repair and maintenance are the responsibility of the Owner.

It is important to examine your individual Units plot plan to understand your LCE responsibilities.

V. **UNIT OWNER RESPONSIBILITY TO REPAIR/REPLACE/MAINTAIN**

The Unit Owner is responsible for the interior boundaries of the individually owned condominium unit:

1. Interior of Unit, including studs or otherwise referred to as (Studs In).
2. Everything within the inside surface of the perimeter walls, floors, and ceilings of a unit.
3. The plaster, plasterboard, concrete, and wooden subfloor that is contiguous to such surfaces.
4. All Attics, garages, enclosed screened or glass enclosed porches, patios, and decks.
5. All door replacements, painting of doors, sliding glass doors, door screens, storm doors, exterior & interior light fixtures, hardware, and light bulbs serving only that Unit.
6. Window replacement, skylight replacement, window sashes, window screens and porch screens. (ARC Form Needed).
7. All electrical fixtures indoor and outdoor, utility pipes, conduits and plumbing lines located within each Unit or Limited Common Elements designated for the exclusive use of such Unit.
8. All heating, cooling, and ventilation equipment, including the concrete pads for air conditioning compressor Units and HVAC ventilation exiting through the rooftop.
9. Utilities separately metered for the Unit and utility service line connections exclusive to the Unit.
10. Maintenance of any/all plantings installed by the Unit Owner. Any plants, trees, bushes, ivy growth in the LCE is to be at least six (6") inches from the fence or unit and not higher than the fence and gutters.
11. Screened porches or sliding glass door 3 season porches and their gutters. Deck staining, maintenance (must be same color as the Unit) and/or replacement as well as all fencing or tie walls within the Limited Common Element.
12. Exterior water faucets and electrical outlets serving that Unit.
13. Any Board approved structure constructed by the Unit Owner.
14. Garage door replacement, including mechanisms, tracks and springs, cables, locks, seals, and automatic door openers. (Garage door must be Flat Panel and painted same color as Unit).
15. Winterization of exterior and garage faucets serving that Unit.
16. Each resident must have his/her own condominium insurance coverage as defined by the Declaration. Individual Unit insurance coverage should coincide with the Association's insurance policy. You may contact the Management Company for the name and telephone number of the Association's insurance agent.
17. 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.

VI. MEADOWS ASSOCIATION RESPONSIBILITY TO REPAIR/REPLACE/MAINTAIN

The Meadows Association is responsible for the Exterior boundaries of the condominium building: Excluding any (*additions, enclosed porches, patios, balconies, and decks*).

1. Building roofs and chimneys. **Excludes** (*additions & enclosed screened porch roofs*)
 2. Siding and trim. **Excludes** (*additions & enclosed screened porches*)
 3. Gutters and downspouts. **Excludes** (*additions & enclosed screened porches*)
 4. Foundations. **Excludes** (*additions & enclosed screened porches*)
 5. Exterior painting/staining and caulking of Common Elements (includes buildings & fences). **Excludes LCE** (*additions, enclosed screened porches, balconies, and decks*).
 6. Roadways, driveways, turnarounds, and visitor parking pads
 7. Common Element landscaping, grass cutting, fertilization.
 8. Care and maintenance of trees and landscaping in the Common Elements.
 9. Exterior street and sign lighting and Common Element electric
 10. Common Elements exterminating service on exterior of Units ONLY.
 11. Street signs
 12. Master insurance policy
- If exterior work is required to be completed by necessity on an individual Unit consisting of areas that are the responsibility of **both** (CE) & (LCE) 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.

VII. WHAT ARE THE WALDEN COMMUNITY RESTRICTIONS?

1. Dogs, cats, and other household pets may be kept in Walden, subject to the ordinances of the City of Aurora requiring that they not be allowed to run at large and be in control of the Owner at all times when outside of the Unit. When walking dogs, owners are responsible for immediate cleanup and disposal of pet waste.
2. No animals or livestock are to be raised or bred.
3. Signs and advertising devices of any nature are prohibited in Walden, except for professional real estate "For Sale" signs. For Sale by Owner signs are Prohibited.
4. Nothing is to be hung from fences or units that is visible from the street or Common Elements without the prior consent of the Association and approved ARC form.
5. Unit Owners may plant and maintain flowers, shrubs, and small ornamental trees in the (LCE) associated with their Unit but must not touch the building or privacy fences

and may not be higher than the fence or touch the gutters or roof. Unit owner must maintain their (LCE) seasonally.

6. 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.
7. Patio & Porch lawn furniture is permitted only on the surface of a deck or within the bounds of a LCE patio area.

VIII. PROPERTY RESTRICTIONS & EXTERIOR UNIFORMITY GUIDELINES

In order to create exterior uniformity, preserve aesthetic integrity and establish common guidelines and standards for the buildings within the Association.

STRICTLY PROHIBITED PROPERTY STRUCTURES:

1. HOT TUBS -Exterior hot tubs/ whirlpools are prohibited.
2. BARBECUE PITS/FIRE PITS or other enclosed types of permanent grills are prohibited.
3. BASKETBALL HOOPS/TRAMPOLINES both permanent and portable are prohibited.
4. DETACHED BUILDINGS, Sheds, Dog Houses, or any other type of detached buildings are prohibited.
5. ELECTRIC CAR CHARGING STATIONS (on the EXTERIOR) are prohibited.
6. ELECTRIC DOG FENCES are prohibited.
7. AWNINGS & RETRACTABLE SUNSHADES are prohibited.
8. COMPOSTING & COMPOSTER UNITS are prohibited.
9. HOME BACK-UP ELECTRIC (OUTDOOR) GASOLINE GENERATORS are prohibited.

BUILDING & PROPERTY RESTRICTIONS:

ALL Unit Owner Exterior 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 the association's property, including, but not limited to, **landscaping, satellite dish systems, doors, storm doors, windows, security lighting, cameras, fencing, patios, decks, front door color changes, etc.** must be submitted using an ARC form.

The Walden ARC Form & Architectural Standards are available online at **waldenofaurora.com**

IX. PROCESS TO APPLY FOR EXTERIOR CHANGES

Under the provisions of the Master Warranty Deed, Declaration of Covenants and Restrictions by the Walden Association, all exterior changes must be approved by both the Meadows Association Board and the Walden Architectural Review Committee.

Specific Walden Architectural Standards are available on-line at www.waldenofaurora.com please see the Architectural Standards book online for guidance.

APPLICATION FOR APPROVAL PROCESS:

1. Complete the Walden Association Architectural Committee Application for Improvements (ARC Form). Forms are 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.
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. The Unit Owner is responsible for securing any necessary building permits.
7. Any damage which occurs as a result of the modification, addition or change to the exterior of a building or to any Common or Limited Common Elements is the responsibility of the Unit owner and must be repaired at their expense.
8. Any additions or modifications constructed by a Unit Owner must be maintained by the Unit Owner.

X. GARAGES, PARKING & VEHICLE TYPE RESTRICTIONS

- A. Garages are the primary parking spaces for the Unit.
- B. Garage doors should be kept closed when not in use to assure security of the residences, prevent vermin nesting and maintain a neat appearance.
- 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.
- D. Designated Visitor parking areas are not intended for everyday use by residents.
- 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 overnight in The Meadows or using the Limited or Common Parking Elements:
 - i Any Vehicles, Vans, or Trucks licensed, signed, used, painted, or otherwise identified for commercial purposes.
 - ii Buses
 - iii Boats or boat trailers
 - iv RV Campers or Camper trailers
 - v Mobile and/or motorized homes and van conversions
 - vi Recreational vehicles
- H. Trucks, Vans, motorcycles, mopeds, snowmobiles, jet skis, golf carts and bicycles must be parked within the confines of a garage.

XI. ESTATE SALES, FLAGS & DECORATIONS RESTRICTIONS

PERSONAL PROPERTY (ESTATE) SALES

Professionally conducted estate sales require prior, written approval by the Meadows Board. If an owner or spouse dies there is a procedure to conduct an Estate sale, which may be obtained from the property management company 30 days prior for approval by the condominium association.

FLAGS

No political banners or political flags are permitted.

DECORATIONS

1. Temporary seasonal Holiday decorations and lights are permitted and are to be removed within 2 weeks after the Holiday ends.
2. Any plaques, name signs, ornaments or hanging baskets of any sort that require being affixed to the exterior of the Unit- must get prior ARC form Approval from the Meadows Board.
3. All other 'yard art' or lawn ornaments must be restricted to the Limited Common Elements, placed inside courtyards and should not be visible from the street.

XII. SALE OF A UNIT

Operating a business from a Unit is prohibited. Units shall only be used as a single-family residence.

1. The Management Company (KareCondo) will coordinate the required paperwork with banks, realtors, appraisers, and escrow agents. A transfer fee, currently \$150.00, 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 new 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.

XIII. LEASING OR RENTAL OF UNITS IS PROHIBITED

To create a community of resident Unit Owners only, **NO Unit can be rented, let, or leased**, whether for monetary compensation or not, by a Unit Owner to others for business, speculative, investment or any other purpose.

The above prohibition does not apply to:

- Units that are occupied by the parent(s) or child(ren) of the Unit Owner.
- Unit Owner Hardship clause- (1 time) Right to lease for no more than 24 consecutive months.
- Unit Owners currently leasing or renting as of July 16, 2021, subject to the Declarations, By-Laws, Rules all Assessments, and any payments due the Association. *This "grandfather clause" expires at the end of the lease period.*

Please consult The Meadows of Walden Declarations document ID #005973930021 for complete restrictions and conditions.

XIV. LATE FEE COLLECTIONS POLICY

All Special and Operating Maintenance assessments are due on the 1st day of the month and are considered late if not paid by the 15th day of the month. A \$25 late fee will be applied to the owners account.

The following actions will be taken for delinquent accounts:

1. If an account is delinquent for **60 days**, written notice will be mailed.
2. 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.
3. If an account remains delinquent for **150 days**, the Board will initiate a foreclosure action. Foreclosure actions may be delayed due to litigation (if applicable).

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. Unit Owners will be responsible for all legal and late fees associated with the collection process

XV. PROCEDURE FOR RULES VIOLATION ENFORCEMENT

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.

C. 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, an appropriate per day fee may be levied by the Board against a Unit Owner in violation.

D. Prior to the imposition of an enforcement assessment for a violation, written notice, in the form of An E-mail and 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.

IMPORTANT PHONE AND CONTACT NUMBERS

All medical emergencies and any fire or safety related issues call 911.

EMERGENCY:

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

WALDEN SECURITY: 24 HOURS

Securitas Security Services Dispatcher	(440) 887-6800
Direct to Patrol Car	(440) 313-6331

CLUB WALDEN:

Membership	(330) 995-3104
CLUB House	(330) 562-7145
PRO Shop (Golf)	(330) 995-3105
SPA Walden	(330) 562-5508

THE MEADOWS MANAGEMENT COMPANY: KARECONDO

Customer Service (9am-5pm)	(330) 688-4900
FAX	(330) 688-4932
Emergency (After Hours, Weekends) leave VM	(330) 688-4900

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

GENERAL:

Portage County Dog Warden	(330) 297-6924
City of Aurora	(330) 995-9116
Aurora Public Library	(330) 562-6502
Post Office (Aurora)	(330) 562-7505

SERVICES:

State Farm Insurance	(440) 526-5613
Ideal Window Washing	(330) 468-0468
Rumpke Trash & Recycle	(800) 828-8171

XVI. MISCELANEOUS:

Rubbish & Recycling Service is collected by RUMPKE in the Meadows on WEDNESDAYS.

Unit Owners are responsible for their own contract and payment of Rubbish & Recycling Services

- If Monday is a legal holiday, collection will be on Thursday.
- Materials to be collected may be placed at the curb **after 5pm on Tuesday** or the evening prior to collection and garbage containers are to be removed from the curb within 12 hours after collection.
- If you are out of town after collection, please make arrangements with a friend or neighbor to remove your containers from the curb.

If you are disabled or have difficulties 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 service at your garage door.

MEADOWS ASSOCIATION CONTRACTED SERVICES

Mowing and Landscape Maintenance

- Begins approximately April 15th and ends November 30th

Gutter Cleaning Service

- Gutters & Roofs will be cleaned of leaves and debris 3 times per year
- **Spring** April/May, **Summer** July/August, **Fall** September/October

Snow Removal Service

The roads in the Meadows & Ridgeway Dr are Private Drives and are maintained by the Associations contracted Vendor (Not the City of Aurora).

- Snow will be removed from the Private Drives, Driveways and Front Walkways only when snowfall accumulation is in excess of 2 inches.
- Salt will be applied to critical areas only.

Exterior Extermination Service

The Association has contracted with an exterminating service for EXTERIOR treatment only, during the months of May through September for Stinging Insects, Termites and Ants only.

- If you experience an **Exterior** pest control problem during May-September call the Management Company and report your problem.
- The Management Company will contact the exterminating service, report your problem, and arrange for exterior re-treatment.

Note:

Any **INTERIOR** pest control issues are the individual Unit Owners responsibility to address. The Unit Owner needs to contact, schedule and make payment to the Pest control service of their choice.