

February 1, 2016

Dear Resident:

This brochure has been prepared to guide you as a Willows unit owner and to help make enjoyable the experience of condominium living. It consists of two parts. The first, prepared by the Willows, and about the specifics of living in the Willows. The second, prepared by Walden, and about Walden and condominium organizations in general.

To help keep this current, we have published the material so that updated pages can easily be inserted when issued. We will be issuing updated pages on a regular basis as changes occur. We hope that you will keep this brochure on a shelf and accessible, so that you can refer to it as the need arises.

WILLOWS OF WALDEN BOARD OF MANAGERS

Tom Nemeth, President

Jim Zenisek, Vice President/Treasurer

Stephanie Allen, Secretary

REVISED AND ADOPTED ON JANUARY 26, 2016

WELCOME TO THE WILLOWS

And now let us tell you about the Willows of Walden Association. We are more than pleased that you have chosen a home in the Willows. The purpose of this document is to provide the information that will help you enjoy it. The Association, through the Board of Managers, believes that the value of our property must be protected, and that we can do this best with superior maintenance, providing the details that make the premises attractive, and promoting an environment that makes The Willows a welcoming and congenial community in which to live.

The Willows of Walden Association was created in 1978 by the Walden Company, Ltd and is composed of twenty-nine(29) units.

The Board retains as Managing Agent, Associated Property Management, LLC to administer its operations. They arrange for maintenance, repairs, and other contract work, as well as keeping our records and sending out invoices. You may contact Associated Property Management at 330-722-3000 when you need any help on the above. Their commitment is to serve you, and to do so at the lowest possible cost consistent with preserving your long-term value. To control these costs, the Board allows them to initiate small repairs without soliciting bids, but for larger projects, they must go out for competitive quotations. When this happens, they will advise you of a potential delay, and we hope you will be considerate of this requirement.

The following is an outline of required conduct pursuant to the more elaborate and detailed Declaration of Condominium Ownership and Association By-Laws that each unit owner was provided upon purchase of the individual's unit. This document is not intended to alter or change the Declaration of Condominium Ownership and Association By-Laws.

1. Environment of Common Areas

Common areas are everything except the individually owned condominium unit and are owned by all the unit owners together (undivided interest). Examples include lawns and parking areas. The repair and maintenance of the common property is the responsibility of the Association except as otherwise explained in the Declaration of Condominium Ownership, By-Laws and Rules and Regulations.

- A. The common areas are for the use and enjoyment of all Willows Association residents; therefore, we require everyone to be considerate in the use of all common areas.
- B. The Association holds owners responsible for the actions of their family, guests and tenants.
- C. Littering is strictly prohibited.

- D. Residents shall not modify, paint, improve or otherwise alter the exterior of the units without prior application to, and written approval from the Board of Managers.
- E. Unit owners shall not cause or permit anything to be hung or displayed on the outside of windows, or placed on the outside walls of a building, and no sign, awning, canopy, shutter, radio and/or television antenna or article of any kind whatsoever shall be affixed or placed upon the exterior walls or roof or any part thereof, other than those originally provided by the Developer, without prior application to and approval from the Board, and where appropriate, the Walden Architectural Committee.
- F. Major Willow's additions or changes require prior Board approval. When in doubt contact the Managing Agent.
- G. Door, porch and lamppost decorations that are seasonal in nature shall be permitted during the seasonal period only, and may not be placed outside of limited common areas. Seasonal decorations must be removed promptly after the commonly accepted time period of the season end.
- H. Installation or replacement of doors, storm doors, windows, etc. must be submitted in writing to the Management Company and shall be subject to prior approval by the Willows Board of Managers and the Walden Architectural Committee where appropriate.
- I. Tents, camping-related equipment, campers, trailers, boats or any type of portable living quarters are prohibited.
- J. Any item needing repairs on the exterior of the unit or the common areas should be promptly reported to the Managing Agent.
- K. There shall be no parking or driving of any motor vehicles, including golf carts, bicycles or mopeds, on any of the lawn areas.

Condominium Association Responsibilities for Common Areas.

- A. Unit Roofs
- B. Siding and Trim
- C. Roof Drains and Downspouts
- D. Driveways and Parking Spaces
- E. Landscape Maintenance
- F. Critter Control Policy – The Willows will pay for one week's trapping service on skunks and raccoons per twelve months (rolling). After the one week's service, if the owner wishes to continue trapping, it will be at the owner's expense.

II. Limited Common Areas

Certain parts of the Condominium Association's property are designated in the "Amendment to Declaration of Condominium Ownership" for the specific use of the individual unit owner. See this document for a drawing of your individual property. Examples include patios, decks, air conditioning units, exterior unit doors, windows and plant material within this area.

These are designated common property because the Association has control over how they are to be maintained. Their complete designation is, however, "limited common property" because they are private to and serve only one condominium owner.

For example, the private patio 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 to the unit owner how repairs are to be made, what can be stored or placed upon the patio, etc.

Units will be stained by the Association on a planned program to maintain the structure. Should a unit owner desire to re-stain outside of this schedule they may do so at their expense. In doing so, units may be stained in approved colors only. All exterior staining must be done by a contractor hired by the Association.

III. Individual Unit

The individual unit as described on page 3, paragraph 6 is for the exclusive use of said unit. This is "home sweet home". This is the owner's responsibility to maintain.

- A. 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 Willows of Walden condominium units.
- B. Units shall not be occupied by more than one single family.

Unit Owner Responsibilities

- A. All doors and screen doors
- B. All window frames, window sashes, window screens.
- C. All skylights.
- D. All heating, cooling and ventilation equipment.
- E. Patios and decks.
- F. Porch roofs.
- G. Interior Walls, ceiling and floor of garage.
- H. All mechanical apparatus used for opening and closing of garage doors.
- I. Repair and/or replacement of appliances, fixtures, all equipment and interior walls and alterations thereto.
- J. The interior of the unit is the unit owner's responsibility and obligation to repair any and all damage, including damage to drywall, regardless of the source of damage. The content and personal property insurance to cover this and other types of occurrence, is the individual owner's obligation, since it can only be obtained by the unit owner. The Condominium Association assumes no responsibility for the unit owner's deductible portion of his or her insurance.
- K. Any additions or changes constructed by a unit owner.

- L. Repair and/or replacement of any limited common or common area item damaged by the unit owner, family or guest due to accident or neglect.
- M. Replacement of plant material within limited common area.
- N. Proper watering of visible limited common area lawns, trees and shrubbery.
- O. Repair and/or replacement or removal of inoperable ground lighting within Limited Common Area.

IV. Personal Property

- A. All personal property such as bicycles, toys, pools and like property must be stored inside units or garages.
- B. No items of personal property may be kept in common areas. Examples are: flowerpots, sculptures, reflectors and the items listed above.
- C. No clothing, sheets, blankets, laundry or any other article may be hung out or exposed on the property.
- D. Any and all items left on common areas may be removed by the Association.
- E. Newspapers must be taken in promptly and not left on common or limited common areas.

V. Storm Sewers

- A. No oil, solvent or any other volatile or flammable material may be poured or allowed to spill into storm sewers, driveways or common areas.

VI. Garages

- A. Garage doors must be kept in working order and closed when not in use.
- B. The garage must be used as the primary parking space.

VII. Rubbish Removal

- A. Rubbish, trash or other items to be disposed of must be placed in an appropriate container or sealed bag.
- B. Rubbish shall not be put out prior to 5:00 P.M. the evening before trash pickup is scheduled.
- C. All containers must be removed from the common area within twelve (12) hours of collection.

VIII. Parking and Motor Vehicles

- A. The speed limit on all roads in the Willows is 15 M. P.H.
- B. There shall be no parking or driving of any vehicle on any grass area.

- C. There shall be no overnight parking of any vehicles in excess of three-quarter (3/4) ton capacity or any vehicles licensed, painted, signed, or equipped for commercial purposes on the condominium property.
- D. Vehicle repairs shall be limited to the owner's garage or in front of the garage and shall not be under repair for more than twenty-four (24) hours without prior consent of the Board. Absolutely no fluids may be drained on driveway or common areas.
- E. The following vehicles are prohibited from the property: trailers, motor homes, camping trailers, house trailers, horse trailers, boat or boat trailers.
- F. Disabled, inoperable or abandoned vehicles may not be left on the property for more than forty-eight (48) hours. A vehicle may not be stored in the parking areas.
- G. Drive aprons must be kept clean of all debris, grease, oil, etc. at owner's expense.
- H. All residents must use the garage as their primary parking space.
- I. All vehicles on the property must bear current license tags.
- J. No vehicles, except for a visitor's vehicle, shall park in areas designated for visitor parking.
- K. Any vehicle found in violation of the Rules and Regulations may be towed and stored at the owner's expense, in addition to any other remedies of the Association.

IX. Pets

- A. No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any unit or in the common areas and facilities, except that dogs, cats or other household pets may be kept in the units, subject to the Rules, provided that they are not kept, bred or maintained for any commercial purpose. Any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the condominium property upon five (5) days written notice from the Board of Managers.
- B. All pets are to be leashed at all times when outside of the unit. Pets are not permitted to run free. They must be accompanied by their owner.
- C. Pet owners shall be held liable for any and all damages caused by their pets to any common property, including, but not limited to, shrubs, bushes, trees and grass.
- D. No pet shall be tied outside a condominium unit.
- E. Installation of retaining fences, visible or invisible, must have prior approval of the Board of Managers.
- F. Pet owners are responsible for cleanup after their pet.

X. Security at Walden

- A. Security is provided under contract with a private Security Agency.
- B. The primary purpose is protection of the safety and welfare of the residents and their properties. Security maintains a telephone answering service for residents requesting assistance. To call Security dial 330-562-1112. Your request can quickly be transmitted to the guard on patrol.

- C. All property owners in Walden pay dues to the Walden Association semi-annually. A portion of the Association budget covers security; hence all property owners pay an equal share.
- D. **However, for medical and all other emergencies, please DIAL 911.**

XI. Maintenance Fees, Assessments, Lien Procedures and Cost of Collection

- A. Maintenance assessments (condominium fees) and assessments are due on the twenty-fifth (25th) day of the month and are considered late if not received by the end of the month.
- B. An administrative late charge of twenty-five dollars (\$25.00) per month (cumulative) shall be charged for any late payment and any unpaid balance.
- C. All costs, including attorney fees, recording costs, title reports and/or court costs incurred by the Association in the collection of delinquent maintenance assessments, penalty assessments or special assessments shall be added to the amount owed by the delinquent owner.
- D. Maintenance fees, past due, may cause a lien and foreclosure to be filed against the owner of the condominium unit.
- E. If any owner fails to perform any act that he is required to perform by the Declaration of Condominium Ownership, the By-Laws, or the Rules and Regulations, the Association may, but shall not be obligated to, undertake such action to correct such violation, and shall charge and collect from said unit owner the entire cost and expense, including all attorney fees, of such corrective action incurred by the Association.
- F. Land contract sales still obligate the original owner as well as the equity owners.

XII. Complaint Procedure

Complaints against anyone violating the rules must be made to the Managing Agent in writing and contain the signature of the individual filing the complaint. The Board and/or Managing Agent 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.

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.

XIII. Enforcement Procedure and Assessment for Rule Violations

- A. If any unit owner or his tenant violates a rule in a manner which, by the determination of the Board, affects the rights of others or their property, immediate legal action may be initiated to effectuate corrective compliance of Association Rules and Regulations.

- B. The entire cost of effectuating a legal remedy to impose rule compliance, including attorney fees, shall be added to the account of the violating owner.
- C. In accordance with the procedure outlined in Section E 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.
- D. In addition, all costs for extra cleaning and/or repairs stemming from a violation of the Rules and Regulations will be added to the assessment.
- E. Prior to the imposition of any assessment for a rule violation, the following procedure will be followed:
 - 1. Written demand to stop the violations will be served upon the alleged violator (and the unit owner should the violator be a tenant) specifying:
 - a. The alleged violation;
 - b. The action required to stop the alleged violation; and
 - c. A twenty-four (24) hour time period during which the alleged Violation may be stopped without the imposition of an assessment.
 - 2. 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 violator (and unit owner, should the violator be a tenant) written notice of a hearing to be held by the Board. This notice will contain the following:
 - a. The nature of the violation;
 - b. The time and place of hearing, including at least a ten (10) day notice;
 - c. A request for the violator (and the unit owner, should the violator be a tenant) to attend the hearing and supply a statement or evidence on his or her behalf; and
 - d. The intent of the Board to impose up to a fifty-dollar (\$50.00) assessment per violation occurrence.

XIV. Willows of Walden Association Lake Safety Policy

No swimming, wading, boating, fishing, ice skating or walking on ice is permitted on the pond/lake in the Willows of Walden Association. All children must be accompanied and supervised by an adult at ALL times when near the Pond/Lake. Each Willows Unit owner, renter, and resident is personally responsible for communicating and enforcing this safety policy with their family members and guests.

XV. Flags and Banners

- A. One standard-sized flag (not to exceed 3' x 5') of the United States of America, any branch of the U.S. Military or Blue Star flag is permitted to be displayed within the Limited Common Element on a pole attached to wood trim only. Please request detailed guidelines from the Management
- B. The flag must be made of nylon, polyester or cotton.
- C. The location of the flag must not interfere with the use of any walkways or obstruct the view of any driveways for motorists or pedestrians.
- D. The installation of a free-standing flag pole in the ground is prohibited.
- E. The flag must immediately be removed and/or replaced if it is worn, faded or tattered.
- F. A flag left up after sundown must be properly lit. Proper Board approval is required before the installation of such lighting.
- G. For proper display, raising, lowering, storage and uses of the flag, please visit www.USflag.org

XVI. Satellite Dishes

- A. Acceptable Satellite Dishes
 - 1. One direct broadcast satellite (DBS) and one multi-point distribution service (MDS) one meter (approximately 39") in diameter or less, on one antenna designed to receive television broadcast signals (hereinafter referred to in the entirety as "dish/es", per Unit, are permitted. Additional dishes may not be installed unless the Unit Owner establishes a specific need for such dishes reasonably acceptable to the Board. Dishes must be no larger or installed higher than is absolutely necessary for reception of an acceptable quality signal.
- B. Location of Installation
 - 1. All dishes must be installed entirely within the Unit Owner's Limited

Common Element rear deck or patio area. Any installations that partially or fully obstruct or interfere with the entry to or exit from a Unit are strictly prohibited for safety reasons, which precludes installation on any front porch or stoop area. Dishes must not attach to or encroach upon the Common Elements, which precludes any installation on any exterior door or window surface, or another Unit Owner's Limited Common Elements or Unit.

C. Installation of Satellite Dishes

1. All dishes must be installed as required first by these rules as well as compliance with local building and safety codes, in accordance with the manufacturer's instructions, and must not damage or impair the Common or Limited Common Elements.
2. Dishes must be screened and/or shielded from view from the outside community imitation rocks or patio furniture, and shrubbery may be acceptable shields as and from other Units to the maximum extent possible. Decorative covers, i.e. determined by the Association.
3. All installations must take aesthetic considerations into account. Dishes and all associated equipment and wiring must be painted to match the color of the adjacent building.
4. The installation of wiring must not impair the integrity of the building. There will be no penetrations of the Common Elements or Limited Common Elements for wiring unless it is necessary to receive acceptable quality signals. The following wiring alternatives must be used unless they would prevent acceptable or unreasonably increase the cost of installation: devices that permit transmission of telecommunication signals through (1) glass, (2) under windows or doors such as ribbon wiring, or (3) through existing wiring. If penetration of existing exterior surfaces is necessary for wiring, then the penetration must be sealed and waterproofed in accordance with applicable building codes and industry standards.
5. All contracted installers must maintain general liability insurance, including completed operations of at least \$1,000,000.00 and Workers' Compensation coverage.

D. Maintenance

1. Dish owners are exclusively responsible for all maintenance costs, including, but not limited to: costs to replace, repair, maintain, move (either on a temporary or permanent basis when necessary in conjunction with the Association's maintenance of those portions of the condominium property for which it is responsible), or remove dishes or any related materials, including screening materials, structures or other items associated with or appurtenant to the dish/es, for the repair of all damage to any property (including, but not limited to, all common

elements and limited common elements) caused by installation, maintenance (or lack thereof) or removal of the dish/es.

2. Unit Owners have 72 hours to remove or repair a dish if it becomes detached from its installation base. The Association may remove the dish at the Unit Owner's expense after 72 hours, or at any time, if it threatens the safety of persons or property.
3. Upon sale or other transfer of the Unit, dishes must be removed and the property restored to its original condition.

~ The Willows Landscape Modification Request ~

Name _____

Address _____ Phone Number _____

Email _____ Date Submitted ____/____/____

Description of Modification: (PLEASE READ REQUIREMENTS BELOW BEFORE COMPLETING MODIFICATION REQUEST FORM)

A Landscape Modification Request MUST be submitted and approval received before any work can be started.

Requirements

As unit owner, landscape modifications are only permitted within your limited common area.

Any landscape revisions made outside the limited common area can be reversed at the unit owner's expense.

Therefore, please provide with the request form a detailed description of the intended revisions including drawings, sketches, or photos outlining your plan with the request form.

These must contain accurate dimensions to ascertain that the revisions are well documented to be within the Limited Common area.

The plan must also include a description of the types of replacement materials to be used i.e. stone, RR ties, landscape timbers, etc.

A description of any new shrubs/trees/plants and their exact location number must be provided in the plan.

The following minimum requirements must be met when a landscape modification takes place:

Trees/shrubs hedges shall not interfere with sightlines for vehicular traffic,

Trees/shrubs/hedges must be maintained in a sightly and attractive manner,

New trees/shrubs or hedges, must be maintained by the owner,

All approved work must be completed as originally described on the request form within the same calendar year as the approved plan.

This request form with the supporting documentation is to be submitted to a member of the Landscape Committee to initiate the approval process.

The Landscape Committee and the Association Board will have a maximum of 30 days to review the application and the Landscape Committee will advise the Board to either:

- Approve the Request
- Deny the Request
- Hold the Request and ask that more information be provided
- The Board can approve the request and advise the unit owner as such, and the reason is in order to receive approval to proceed.

The Willows' Board can approve the request and advise the unit owner as such.

Or the Board can deny the request and must advise the unit owner of the reasons for the denial.

The Board can also make recommendations to the unit owner in order to receive approval to proceed.

If the Willows' Board of Managers determines the modification requires Walden Association Architectural Committee approval, it will advise the owner and it will fill out the required form with the information provided in the Willows Landscape Modification Request and forward it to the Walden Architectural Committee.

The decision of the Walden Association Architectural Committee will be communicated to the unit owner.

Willows Landscape Committee action

Date

Willows Board of Managers action

Date

Copy distribution:

Original returned to unit owner at project's conclusion

Copy to the Landscape Committee file

May 7, 2015 rev 3

June 3, 2015 rev 4

June 8, 2015 rev 5

WELCOME TO WALDEN

We are pleased that you have made a move to Walden. We love our beautiful community and naturally have no doubt you will as well.

If this will be your first time in a condominium development, you will find it very different, if not somewhat puzzling, experience. In order to remove some of the “mystery” and cut down on the surprises, the Walden Association has prepared the following answers to the most frequently asked questions.

We hope that you will find this information useful. While most of the material is excerpted from the legal documents which a purchaser receives, this is intended as an overview only and not as a substitute for a careful and thorough review of those documents.

1. WHAT IS WALDEN?

Walden is a unique development composed of a number of individual territorial condominium associations (presently fourteen (15)).

There is a governing body over this group of associations known as the Walden Association. This organization ties the entire development of Walden together. It's officers and committees are composed of Walden residents (all Walden owners are automatically members of the Walden Association as well as their individual condominium association). It provides a security service* for the area. It maintains architectural control over the entire Walden development by exercising a right to approve all plans for construction and alterations. The Walden Association plays no direct part in the governing of each separate territorial association.

When you buy a unit in Walden you do not automatically become a golf, tennis, swimming or clubhouse member. A separate application for the membership in the Walden Golf and Tennis Club must be submitted.

2. WHAT IS A CONDOMINIUM ASSOCIATION?

The best way to explain this is by example – let's take "Fairington at Walden".

Fairington at Walden is a "condominium property" which was created in 1973 by its developer, Portage Homes, Inc. in accordance with applicable Ohio laws. It is composed of forty-three (43) "units" and "common areas and facilities" on approximately fourteen (14) acres. It is managed by a non-profit corporation called "The Fairington at Walden Condominium Association" ("Association") to which each "unit owner" within Fairington automatically belongs.

The other Associations in Walden are very similar, differing only in the number of units and total acreage. Each Association is run independently of all others.

3. HOW IS THE ASSOCIATION ORGANIZED?

Each unit owner is automatically a member and has an undivided interest in the Association according to his or her share in the common areas of the Association. There is an annual meeting at which time a Board of Managers is elected (or vacancies filled) by the owners. The Board is responsible for the management of all the common property owners of the Association.

4. HOW IS THE BOARD CONSTITUTED?

There are three to five members on the Board of Managers of most Associations, each of whom must be an owner and occupier of a unit or the spouse of such person. Each member serves a three-year term, with vacancies occurring on a staggered basis. From this Board, a slate of officers is drawn, who must then make the decisions on the condominium's operation. The officers of the Association, who serve a one-year term, are normally a President, a Secretary and a Treasurer. Some organizations have expanded this list.

5. WHAT ARE THE DECLARATION OF OWNERSHIP AND THE BY-LAWS?

Most states have enacted laws which deal specifically with Condominiums. Ohio's laws can be found in Chapter 5311 of the Ohio Revised Code. Chapter 5311 required that all Condominiums have a basic formation document called a Declaration of Condominium Ownership. It also states that this Declaration must contain some specific provisions such as: a full description of the units in the condominium, the percentage of interest of each of the units, a requirement that each unit owner shall be a member of an Association established to administer the complex, a procedure for amending or changing the Declaration, maintenance requirements, common expenses and assessments, restrictions as to the use and occupancy of the property, etc. The law also requires that a condominium have By-Laws to govern the actual operation of the unit owner's Association.

These two documents provide for the fundamental laws that pertain to your condominium. When you purchased your unit you agreed to abide by the contents of these documents.

6. WHAT IS A UNIT?

This is what a resident or "unit owner" owns as a freehold estate. (This and other key terms are defined in the Declaration of Condominium Ownership (Declaration)) and should be studied carefully. However, the basic concept is that you own the space beginning with the undecorated surface of the interior walls, floors, and ceilings. You also own the vestibules, balconies and garages, if any, which are adjacent to and part of your unit.

While you alone are normally allowed to use these defined areas, there will probably be some restrictions on how they are used. For example, you may be required to have white draperies visible in the windows or plantings on the patio may be restricted, etc. The defined areas for your particular condominium will be found in the aforementioned documents. All other exterior parts of the buildings and the land are owned in common with the members of the Association.

7. WHAT ARE THE "COMMON AREAS AND FACILITIES" AND WHO OWNS THEM?

The Common Areas and Facilities consist of the entire balance of the land and improvements in and individual condominium association (like Fairington).

Specifically included are the foundations, roofs, and main and supporting walls of the dwellings. In addition, it includes exterior parking spaces, sewer pipes, water mains, pavement, conduits, trees, lawns and gardens. Each unit owner owns an undivided interest in the Common Areas and Facilities equal to that unit's assigned percentage as shown on an exhibit to the Declaration.

There are also some areas in Walden that are not common to any Association but remain the property of Walden Co., Ltd., the original developer. These include the Barn, the Club House, the golf course, the tennis courts and their surrounding areas.

8. DOES THIS MEAN THAT I CANNOT EXCLUDE OTHERS FROM PARKING IN "MY DRIVEWAY OR USING "MY" PATIO?

No. There is one more important concept to be aware of – “Limited Common Areas and Facilities” which are shown on the map of your Association as “LCA”. While the LCA’s are part of the Common Areas and Facilities, they are restricted to the use of the owner of the unit to which they are appurtenant.

9. WHO IS RESPONSIBLE FOR MAINTENANCE?

In general, the Association is responsible for the repair, alteration and improvement of the Common Area and Facilities. This includes roofs and the painting or staining of exterior walls. However, the Association is not responsible for the LCA’s except for snow removal from drives and walkways. Further, you may not alter the exterior of your unit or the LCA’s without the Association’s as well as The Walden Architectural Committee’s approval. A specific form that must be used is available through your Association’s Board of Managers.

10. ARE THERE ANY RESTRICTIONS ON PETS?

Common household pets are permitted. However, when the pet is outside the unit it must be under the “control and discipline” of the owner. Please pay special attention to the article in the Declaration of Condominium covering the subject.

11. WILL I BE PROHIBITED FROM RENTING MY UNIT?

Yes, an amendment to the Declarations of the Willows of Walden was passed . This amendment prohibits the leasing of units in the Willows of Walden.

12. WHAT CAN YOU TELL ME ABOUT INSURANCE?

The Association carries insurance on all buildings, structures or other improvements against loss or damage by fire, lightening and “extended coverage” and vandalism and malicious mischief in an amount not less than replacement value. A unit owner should purchase insurance covering individual contents and personal liability. We advise you to consult with an insurance agent who has experience covering condominium situations. If your agent has any questions about the specifics of the Association coverage, you should contact a member of the Board of Managers who will see that the proper person provides the required information.

13. HOW DOES THE ASSOCIATION ACQUIRE THE FUNDS NEEDED TO FULFILL MAINTENANCE AND OTHER RESPONSIBILITIES?

The Board prepares an annual budget and it notifies each unit owner of the “estimated cost requirement”, including a reserve for contingencies. An assessment (some call it a maintenance fee) is made on each owner in accordance with that unit’s percentage of ownership in the Common Area and Facilities. Each owner is obligated to pay one-twelfth (1/12) of the assessment per month.

14. CAN FURTHER ASSESSMENTS BE MADE?

Yes, if necessary to meet expenses, but only after first exhausting reserves. However, no capital additions or improvements in excess of five hundred dollars (\$500.00) can be paid for out of the maintenance fund without the approval of the voting power of the unit owners.

15. WHAT HAPPENS IF AN OWNER FAILS TO PAY?

First of all, the Declaration establishes a lien on the unit in favor of the Association for all unpaid expenses chargeable to that unit. Also, the By-Laws provide that if an owner is in default of the monthly payment for assessments for thirty (30) days, the Board of Managers may bring suit to collect or to foreclose the lien. You should be aware that the Board of Managers pursues an aggressive policy with respect to the timely payment of assessments. If for any reason you encounter a financial problem impairing your payment obligations to the Association, you should contact the Treasurer as soon as possible. Further, you remain responsible for the payments due the Association as long as you are the owner and regardless of any rental, land contract or other agreement where your obligation is assumed by a third party. Many Associations have an additional charge for the late payment of assessments.

16. WHAT IF THE OWNER I AM BUYING FROM IS BEHIND IN PAYING THE ASSESSMENT?

A new owner is liable for all unpaid assessments and charges of the old owner. However, a new owner is entitled to a statement from the Board of Managers setting forth the amount owed and is not liable for any amount in excess of what is in the statement. We urge you to inquire about such obligations at the time you are negotiating your purchase. (Normally any amounts in arrears are deducted from the Seller during the property closing process.)

17. IF I PURCHASE IN AN ASSOCIATION, MUST I JOIN ANYTHING ELSE?

Yes, you will be required to be a member of the Walden Association as outlined in the introduction of the information.

Aside from the special semi-annual assessment for security, as mentioned previously, special assessments for capital improvements can be made if approved by two-thirds (2/3) vote.

18. I'VE DECIDED TO BUY AND I'VE MOVED IN, NOW WHAT?

One of the most important principles that you can recognize as a condominium owner is your responsibility to comply with the regulations that apply to your community. These "laws" consist of the Declaration of Condominium Ownership, the By-Laws and the rules adopted by the Board of Managers. Support your Board of Managers (your neighbors) in securing compliance by all owners. This will safeguard your financial investment.

And finally, we would like to welcome you and answer any questions you may still have. However, Association residents in particular, and Walden people, in general, respect your wishes. If you are a private person or family, and seek to be left alone we will honor that view. Frankly, though, we would much rather have you participate actively in Association meetings and social events. In this way we all benefit with a stronger sense of community and a more desirable place to live. For more specific details of your Association, contact an officer or your Board of Managers.

Again, welcome to Walden!

HELPFUL INFORMATION

Aurora Police Department	330-562-8181
Aurora Fire Department	330-562-7171
All Aurora Emergency Services (Fire & Police)	911
Walden Security Operations/Dispatch	330-562-1112

WALDEN

Clubhouse	330-562-7145
Barn Dining Room, after 5 pm	330-562-7136
Barn Dining Room, before 5 pm	330-562-8121
Country Inn	330-562-5508

MANAGEMENT COMPANY

Associated Property Management	330-722-3000
789 West Lafayette Road	(Fax) 330-722-3396
Medina, OH 44256	

Insurance Company

State Farm Insurance
Agent: Nicole Morganroth

UTILITY SERVICES

Aurora Water Department	330-995-9109
Dominion East Ohio Gas Company	330-361-2345
Ohio Edison	330-673-1661
Windstream Telephone Company	800-347-1991
Time Warner Cable	877-772-2253
Ideal Pest Control (Extermination)	330-562-8650
Rumpke Trash Removal Company	888-786-7531

LANDSCAPER/SNOWPLOW

Fitzgerald Landscaping (Brett)

***BEWARE!! SERVICES YOU REQUEST WILL BE YOUR RESPONSIBILITY AND INVOICED TO YOU!**



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WALDEN NEW RESIDENT INFORMATION SHEET

NAME: _____

LOCAL ADDRESS: _____

LOCAL PHONE #: _____

OUT OF TOWN ADDRESS: _____

OUT OF TOWN Phone #: _____

LOCATION OF HIDDEN KEYS: _____

VEHICLES DRIVEN, MAKE , MODEL, YEAR, COLOR:

NOTES:

Security • Police Services • Investigations • Training • Consulting

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