

# Edgebrook Condominium Unit Owners Association

*Handbook of Rules & Regulations  
and General Information*



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Revised: 12/21/2021 ♦ Revised: 06/08/2022

# Edgebrook Condominium Association

Unit Owners Handbook of Rules & Regulations and General Information

## Welcome to Edgebrook Condominium Association

On behalf of the Edgebrook Condominium Owners Association, welcome, and we hope that you enjoy your home in this great development. The Association's objective is to maintain the safety, beauty, and value of Edgebrook for all residents and their guests.

To accomplish this, the Association has established this Handbook of Rules & Regulations. Included also are details concerning general communication and reporting information.

Inherent in the community concept is the principle to promote the health, happiness, and peace of mind of the majority of the Unit Owners. Since we are living in close proximity and using facilities in common, each Unit Owner must surrender a degree of freedom of choice that would otherwise be enjoyed in a separate and privately owned property. In this concept, if a rule or regulation is reasonable, the Board can adopt it for the greater good of the community. The Board is given the legal authority and is assigned the responsibility to create, publish, and enforce our Rules & Regulations by way of our recorded Declaration and Bylaws.

This Handbook has been developed based on the Declaration and Bylaws. It is intended to supplement, not replace, our Declaration and Bylaws. If there should be a discrepancy between what is expressed in this Handbook and the recorded Declaration and Bylaws, then the Declaration and Bylaws shall govern.

We encourage you to refer to this Handbook and to make your guests aware of its contents. Should something arise that is not covered in this Handbook or if you have questions, you are invited to contact the Management Company.

Additional information is contained in the Declaration and Bylaws as recorded with Summit County. Copies should have been provided to you by your prior owner or real estate agent and can be obtained at a cost by contacting the Management Company.

Thank you,  
Board of Directors  
Edgebrook Condominium Unit Owners Association

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## 1. Introduction

As a private Condominium Property, The Edgebrook Condominium Association is registered with the State of Ohio as a non-profit corporation and is governed by the Declaration and Bylaws that are recorded with Summit County.

We elect our Board of Directors from among our Unit Owners, and the Board manages Association affairs on behalf of our Unit Owners. The five (5) Board members serve without compensation for a term of three (3) consecutive years, with terms staggered so as to elect one or two members each year, providing continuity, knowledge, and experience.

Following its election by the Unit Owners at the Annual Meeting in October, the Board of Directors elects officers from its members: President, Vice President, Secretary, and Treasurer. Unit Owners are invited and encouraged to attend Board Meetings, conducted on the second Wednesday monthly at 3:30 PM, contingent upon there being business, in the Great Room of the Club House, located in the apartment development on Wyndham Ridge Drive.

The Board, on behalf of the Association, employs a professional Management Company with a Property Manager to handle the day-to-day operations of our community. Page 17 lists contact information for our Management Company.

The Association is responsible for carrying property and liability insurance for the Common Elements.

## 2. Common Elements

Common Elements Definition: Common Elements include all but the individually owned Units. Common Elements are owned by all the Unit Owners. Examples include but are not limited to roofs, lawns, parking areas, sidewalks, streets, siding, and foundations. The repair and replacement of all Common Elements are done at the Association's expense except as otherwise explained in the Rules & Regulations of the Association. Certain maintenance and repairs are the responsibility of the Association. Other items are the responsibility of the individual Unit Owner. The question of who is responsible for what can be answered only through definition and understanding of the several different types of property classifications within a condominium association. You should be familiar with the Declaration and Bylaws and this Handbook.

### Rules, Regulations, and Responsibilities

1. Association reasonable maintenance, repair, and replacement responsibilities include but are not limited to the following: roofs, siding, gutters, downspouts, foundations, roadways, driveways, landscaping, Common Elements, reasonable snow removal, street signs, and exterior exterminating.
2. The Common Elements are for the use and enjoyment of all Unit Owners and residents. Everyone is required to be considerate in the use of such areas.
3. No item of personal property may be left in any Common Elements. Examples include but are not limited to lawn furniture and recreational equipment. The Association may remove any item left in a Common Element, and in addition to all other remedies, may ultimately dispose of the item at the Unit Owner's expense.
4. Damage to a Common Element caused by a Unit Owner, resident, or guest shall be repaired or replaced at the discretion of the Board and at the expense of the Unit Owner.

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5. Each Unit Owner shall report to the Management Company the need for any repair of the Common Elements that is the obligation of the Association to repair or replace.
6. Unit Owners and residents must not give work instructions to any service contractor (e.g., landscaper or snow plowing contractor). This requirement is not intended to reduce or refuse service; it is an administrative procedure to ensure that the contractor is performing the work in accordance with the contractual agreement. All Common Elements service contractor requests must be submitted in writing to the Management Company.
7. Occupancy Restriction. Any person who is labeled a sexual predator or habitual sex offender and has been notified by law enforcement and is required to register with the Ohio Sex Offenders Act or similar agency is prohibited from owning or living in our community for any period of time.

### 3. Limited Common Elements

Limited Common Elements Definition: Limited Common Elements are areas, other than the interior of a Unit, that are limited to the exclusive use by that Unit. Patios, decks, and driveways are examples of Limited Common Elements.

Limited Common Elements are granted an exclusive but revocable license for the Unit Owner to use and enjoy, but the maintenance of these exclusive use areas shall be the sole responsibility of the Unit Owner.

1. Unit Owners may not change, prune, add, or remove planted materials without written consent from the Board of Directors, except that seasonal or annual flowers may be planted in the existing shrub bed areas adjacent to the Unit.
2. Small lawn ornaments and hard edging, with prior Board written approval, may be displayed in the shrub beds immediately adjacent to the Unit. Neither the Association nor the Association's contractors will be held responsible for maintenance, repair, or replacement of such items. Examples include but are not limited to flower pots, sculptures, lighting, and decorative fencing. The size is limited to approximately two feet by two feet (2' x 2') for lawn ornaments, and the quantity is limited to three (3) ornaments in each of the Units' planted beds.
3. Any modification or addition to a Limited Common Element must be approved in advance by the Board of Directors. Examples may include but are not limited to clotheslines, fences, light posts, etc.
4. These are designated Common Elements because the Association has control over how they are to be maintained. Their complete designation is, however, "Limited Common Elements" because they are limited for the use of one Unit. Maintenance and repair for some specific Limited Common Elements become the responsibility and expense of the Unit Owner. For example, the garage door associated with a particular Unit is for that Unit Owner's use only, and the cost to maintain and repair it is the Unit Owner's expense. However, since the garage door can be seen by all, the Association has the right to dictate what color the garage door is to be painted.

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### 4. Unit

Unit Definition: Units consist of the space bounded by the interior, undecorated structural surfaces of the perimeter walls, floors, and ceilings of such Unit from the drywall inwards including the drywall and the garage space.

1. Each Unit shall be used for residential purposes. A Unit Owner may use a portion of their Unit as an office or studio provided that: such use is compatible with the residential character of the Condominium Property and does not result in the Unit becoming known principally as an office distinct from a residence.
2. Units shall be occupied and used for residential purpose only as private dwellings for Unit Owners, their families, tenants, and special guests, and for no other purpose. Conducting any commercial trade or business activity on the Condominium Property is prohibited, except as provided in Section 1 above.
3. Unit Owner maintenance, repair, and replacement responsibilities include, but are not limited to the following: entrance and garage doors, frames, jambs, mechanisms, tracks, springs, locks, openers, windows, frames, screens, skylights, utility service lines, pipes, conduits, HVAC equipment, and Unit Owner insurance coverage.
4. Each Unit Owner, at the Unit Owner's' expense, has the express duty to keep the Unit in good order and repair at all times. This includes but is not limited to doors, windows, decks, screens, HVACs, interior walls, floors, ceilings, plumbing, and electrical work.
5. Damage caused to a Unit from another Unit will be the responsibility of the Unit Owner of the Unit causing the damage.
6. Unit Owners shall not modify in any manner the exterior of the Unit, including but not limited to the garage, windows, doors, or the grounds without obtaining prior written consent from the Board of Directors through the Management Company. Approved modifications are the responsibility of the Unit Owner to maintain, repair, or replace. These responsibilities pass on to new Unit Owners and must be documented as a term of the sale.
7. Installation of wiring, conduit, pipes, etc., on or through the exterior of the building, is prohibited without obtaining prior written consent from the Board of Directors.
8. Window, door, porch, deck, patio, and shrub decorations relevant to the major Holidays are permitted for a reasonable period, as determined by the Board, for up to thirty (30) days prior to and two (2) weeks after the Holiday. Holidays are defined as including: New Years, Presidents Day, Easter, Armed Forces Day, Memorial Day, Flag Day, Independence Day, Labor Day, Columbus Day, Halloween, Veterans Day, Thanksgiving, and Christmas.
9. Flags are permitted subject to the following. One standard-sized flag (not to exceed 3'x5') of the United States of America is permitted to be displayed within the Limited Common Elements. The flag must be made of nylon, polyester, or cotton. 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. Worn, faded, or tattered flags must be removed and/or replaced immediately. Free standing, in the ground flag poles are prohibited.
10. Littering is prohibited.

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11. No sign of any type may be displayed on or from any part of the Condominium Property, except one professionally prepared "For Sale" sign that may be placed in a window, and one professionally prepared "Open House" sign may be placed in the front of the Unit for twenty-four (24) hours prior to the open house and up to two (2) hours after the open house. All other signs are prohibited, including election signs.
12. Any damage caused by the use of grills will be the responsibility of the Unit Owner. Grills are permitted if their use meets Ohio Fire Code requirements and required advance approval is obtained from the Fire Chief of the City of Stow. It is the Unit Owner's responsibility to obtain this approval and to adhere to the Ohio Fire Code requirements.
13. No item of personal property may be stored on the driveway.
14. Any extension, modification, or replacement of patios or decks must be approved in writing by the Board. Unit Owners must submit written plans, including drawings, to the Board prior to any work being performed. City of Stow Building Department approval is also required.
15. Rubbish, debris, and any other unsightly materials are prohibited anywhere on the common or limited common areas.

### **5. Garage Use and Restrictions**

1. To maintain a high level of safety and security, garage doors should be closed when not in use.
2. Only minor maintenance to motor vehicles may be done in the garage.
3. Unit Owners are responsible for the maintenance, repair, and replacement of their garage doors, operator, and all related hardware.
4. Garage door replacement must be identical in appearance to the existing garage door.
5. Board approval is required prior to garage door replacement.

### **6. Motor Vehicles and Parking**

1. Unit Owners must use their garage as the primary parking space for their vehicle(s). If the Unit Owner has more vehicles than spaces allocated in their garage, the excess vehicles must be parked in the Unit's driveway in front of the garage door. Driveway parking is limited to the number of spaces allocated to the garage.
2. Parking in areas designated as fire lanes is prohibited.
3. Visitors / Guests must first park in the garage or driveway parking spaces of the person being visited. Only if these spaces are already occupied may the visitor / guest then park in the "temporary visitor parking" area.
4. Cars parked in the "temporary visitor parking" area for more than forty-eight (48) hours without being moved will be subject to towing at the expense of the owner of the vehicle. Moving vehicles from one area

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to another for the purpose of circumventing this rule is prohibited. Any vehicle in violation of these rules may, in addition to all other remedies, be towed and stored at the owner's expense.

5. If a visitor needs to park for more than forty-eight (48) hours in a "temporary visitor parking" area, a permit must be requested from the Management Company.
6. Unit Owners are responsible for damage caused to any of the Condominium Property by the Unit Owner, his/her residents, family members, and or guests.
7. Unit Owners shall be responsible to the Association and to other residents for all damages caused to other residents or to their property by guests of the Unit Owners.
8. Disabled, stored, inoperable, unlicensed, or abandoned vehicles are prohibited and are subject to towing at the owner's expense.
9. Parking on lawn areas is prohibited.
10. Parking of commercial vehicles on the Common Elements is prohibited, except for service and maintenance vehicles of the Association providers while performing their services.
11. All vehicles on the Condominium Property must bear current license tags.
12. Unit Owners' vehicles that are parked on the property must be listed with the Management Company.

## 7. Household Pets

1. Pets must be in the control of the owner or responsible party, leashed, and attended when outside of a Unit: they are not permitted to run loose at any time.
2. No pet shall be tied, tethered, fenced, or housed outside a Unit.
3. Owners shall be liable for all damages or injuries caused by their pets.
4. Owners are responsible for immediate and complete clean up after their pet.
5. The Board of Directors shall have the right to require the owner of a pet to remove the pet from the Condominium Property upon five (5) days written notice if the animal causes or creates a nuisance or unreasonable disturbance or whose owner does not pick up and properly dispose of the animal's excrement. Upon the pet owner's receipt of such notice, the pet's owner shall promptly and permanently remove said pet from the Unit and the Condominium Property. Failure to comply may result in action by the Board of Directors to cause removal of the pet.
6. No animals shall be raised, bred, or kept in any Unit or Common Element for any commercial purpose.
7. Two (2) household pets per Unit are permitted. Only dogs, cats, and other household domestic pets are permitted.

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8. Owners must license pets in accordance with all laws and requirements. The Pet Registration form is on page 16.
9. Owners, by housing pets in the Unit, warrant that the pet has no known history of causing personal harm to persons or property or has no vicious tendencies.

### **8. Rubbish Removal**

1. Normal household rubbish is removed on a weekly basis and is paid for with your Association fees.
2. Rubbish must be secured or contained in a manner to prevent it from being scattered.
3. Rubbish pick-up takes place on Thursday. If a holiday falls on Thursday, it will be picked up on the following day.
4. All items for rubbish removal must be kept out of sight and off the Common and Limited Common Elements until at least 6:00 p.m. on the evening prior to pick-up.
5. Large item removal, such as furniture or appliances, is at the Unit Owner's expense and may be scheduled through our Management Company listed on page 17.

### **9. Exterminating Service**

1. Service calls for wasps and bee extermination from the exterior of the buildings, lawn areas, and appurtenances are to be requested through the Management Company and are at the expense of the Association. All other extermination or removal services are at the owner's expense.
2. Interior service is the Unit Owner's responsibility and expense.

### **10. Sale of Units and Moving**

1. Unit Owners are required to notify the Management Company in writing of any changes in occupancy within thirty (30) days of such change.
2. Within fifteen (15) days of executing a purchase or sales agreement, the Unit Owner or their real estate agent must notify the Management Company to arrange for an assessment fee letter and certificate of insurance for the buyer.
3. Concurrent with the above, the Unit Owner must provide the following:
  - a. Names of all future Occupants.
  - b. Home and business mailing addresses and phone numbers.
  - c. Name, business address, and phones numbers of any person who manages the Unit on behalf of the Unit Owner, and.
  - d. Sales price and mortgagee.

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4. The Management Company will coordinate the paperwork with banks, real estate agents, appraisers, and escrow agents. A transfer fee, charged to the seller, will be paid from the escrow funds at the time of title transfer.
5. The seller is responsible for providing the following information to the buyer:
  - a. Copy of the Declaration and Bylaws.
  - b. Copy of the Handbook of Rules & Regulations and General Information.
  - c. Written notice of all architectural changes and improvements constructed by the seller or previous sellers that are the responsibility of the Unit Owner to repair, maintain, or replace.
  - d. Keys for the access door, mailbox, and garage door; and
  - e. Garage door opener.
6. The Association does not have the right of first refusal with respect to the purchase or lease of a Unit, except as provided in Section #11.
7. See Rule #4, Item #11 for restrictions on "For Sale" and "Open House" signs.
8. Moving trucks should not drive onto the driveways. Vehicles of that size may cause driveways to shift or crack, and the Unit Owner will be responsible for damages.
9. During the moving process, a Unit Owner may locate a temporary POD storage container on their driveway. The Unit Owner must obtain prior written approval from the Management Company. Approval will be granted for no more than five (5) days with extensions available upon request of the Board.

### **11. Rental of Your Condominium Unit**

1. Any Unit Owner (or Occupant) shall have the right to temporarily lease (or sublease) all (but not less than all) of his or her Unit in order to accommodate short-term issues arising in the circumstances of the Unit Owner, but in no event for business, speculation or other similar profit-motivated purposes.
2. No Unit shall be the subject of any single lease or sublease for a period of less than four (4) consecutive months or more than twelve (12) months at one time.
3. No more than ten (10%) percent of all Units in the Condominium Property may be leased or subleased at any one time.
4. Unit Owners (or Occupants) wishing to lease, or sublease shall first obtain approval from the Board by applying in writing to the Management Company. The request must include a full copy of the proposed lease, the names and phone numbers of all persons proposed to lease the Unit, the length of the lease, and stipulation that the lease will be executed subject to all the duties and obligations set forth in the Declaration and Bylaws, and this Handbook.
5. Each failure of a lessee (or sub lessee) to comply with the terms of the Declaration and Bylaws or this Handbook shall constitute a default under the lease or sublease and shall render the tenant subject to eviction.
6. If it is necessary for the Association to initiate an eviction action against the tenant, all costs, including reasonable attorney fees and Management Company fees and expenses, shall be charged to the Unit Owner.

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7. Renters are subject to the same Rules & Regulations as Unit Owners.
8. Complaints and requests of renters must be made through the Unit Owner.
9. The Unit Owner is liable for all violations of the renter, and the Unit Owner will be charged for all enforcement assessments and fines for damages caused by the renter.

### **12. Cable and Satellite Services**

1. Cable and satellite communications services are available through various contractors by agreement with the Unit Owner and the service provider.
2. Installation, removal, service costs, and any other expenses are the responsibility of the Unit Owner.
3. Installations on the exterior walls, windows, doors, or roofs of the Units or in any Common Element are prohibited.
4. Receiving equipment is approved for installation on the deck railing, on a post in the existing shrub bed, or on a post immediately adjacent to the deck.
5. Unit Owners contemplating the installation of a satellite dish/antenna elsewhere on the Condominium Property must obtain and comply with the Association's Satellite Dish Rules and Regulations and must submit a drawing to the Board indicating the proposed location, height, screening materials to be used, and the name, address, and phone number of the service provider. A copy of the Satellite Dish Rules and Regulations may be obtained from the Management Company.
6. Installations shall be professionally performed. Any damage to Common Elements caused by the installation shall be corrected at the expense of the Unit Owner.

### **13. Streetlights**

1. Streetlights on our private streets are the property of the Ohio Edison Company.
2. The electricity is paid for by the Association.
3. Malfunctioning streetlamps should be reported to the Management Company including the location and the nature of the malfunction.

### **14. Exterior Light Fixtures**

1. The exterior light fixtures located at the front door, garage, and the deck are the Association's responsibility to maintain, repair, and replace as explained in Section #4.

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## 15. Landscaping and Snow Removal

1. Unit Owners are responsible for watering the lawn area and planting beds adjacent to their Unit often enough to prevent browning, disease, and dying of the grass and planted material.
2. Landscaping services, including but not limited to repairs, mowing, pruning, and fertilizing shall be done based on contractual agreements and weather conditions and not on an individual request basis.
3. Mulching of beds at the Association's expense will not be done annually. Unit Owners may install mulch in their beds at their own expense but only with mulch that is similar in color and consistency to that in the rest of the development.
4. No modification of or installation in the Common Elements, including without limitation, the installation of landscaped or dirt beds, shall be made without prior written approval of the Board.
5. No plantings, except annuals that are permitted in existing planting beds, shall be installed without the prior written approval of the Board.
6. Reasonable snow plowing is performed when there is an accumulation of two (2) inches or more.
7. Edge markers are placed alongside roads and driveways in the winter to protect landscaped areas from plow damage. Unit Owners are encouraged to reinstall fallen markers or to notify the Management Company.
8. Unit Owners are encouraged to use an ice-melt product on their entrance area and sidewalks as needed.

## 16. Architectural Guidelines

1. It is the Unit Owner's responsibility to secure necessary permits and approval from the City of Stow or other agencies as required by ordinance and law before any structural changes to the deck are made. Copies must be submitted to the Management company for Board approval before any work is begun.
2. Requests for storm/screen door installation must be submitted in writing to the Management Company for Board approval prior to installation and must be accompanied by a picture or cut sheet of the door. Doors installed without prior approval are installed in violation of the Rules & Regulations, and the Association may require removal at the Unit Owner's expense. Doors must have full view, clear, un-etched glass, almond or hunter green stiles and frames, and polished brass hardware. Doors that have a half buck or less than full-length glass or a screen panel in the door are prohibited. The installation of a storm door may cause thermal damage to and void the warranty on the entry door. Frequent re-painting may be required at the Unit Owner's expense.
3. Maintenance, repair, and replacement of the decks are the responsibility of the Unit Owner. Maintenance includes periodic application of sealants and stains. Sealants made for outdoor wooden structures may contain water repellants and UV Inhibitors to extend the life and appearance of the structure. Only clear, transparent, semitransparent, or solid stains in natural wood or neutral earth tone colors are approved for use on decks. The approved earth tone colors include shades of brown, dark tan, sienna, terracotta, cedar, natural wood tones, and dark brown ochre. (Enacted 12/21/2021)

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4. Other than typical outdoor furnishings (tables, chairs, grills, planters, etc.) no item of any type, which will be visible from any part of the Common Elements, shall be placed on any patio or deck without prior written approval of the Board. Hot tubs are prohibited because of the strong possibility of damage to the deck and foundation of the home. The color of outdoor furnishings, other than white, yellow, black, brown and neutral earth tones, is subject to prior written approval of the Board.
5. Requests for siding repairs must be made in writing to the Management Company. Repairs will be done collectively at one time based on contractor availability, quantity of jobs, and weather conditions.
6. Exterior hardware, including but not limited to door handles, deadbolts, kick plates, and hinges are not warranted from tarnishing. Maintenance or replacement is at the Unit Owner's expense.

### **17. Maintenance and Repair Responsibilities**

1. Certain maintenance and repairs are the responsibility of the Association. Other items are the responsibility of the individual Unit Owner. The question of who is responsible for what can be answered only through definition and understanding of the several different types of property classifications within a condominium association.
2. You should be familiar with the Declaration and Bylaws and this Handbook.

### **18. Assessment Fees, Liens, Cost of Collection, Collection Policy, Reserve Funding**

1. If any Unit Owner is delinquent in the payment of any fees for more than thirty (30) days, the Board may suspend the privileges of the Unit Owner to vote and/or to use any of the amenities.
2. Assessments are due on the first (1<sup>st</sup>) day of the month and are considered late if not postmarked by the fifteenth (15<sup>th</sup>) of the month.
3. An administrative late charge of fifteen dollars (\$15.00) (subject to increase upon further notice) per month shall be incurred for any late payment and on any unpaid balance.
4. All costs, including but not limited to attorney's fees, recording costs, title reports, and court costs incurred by the Association in the collection of delinquent fees or assessments, shall be added to the amount owed by the delinquent Unit Owner.
5. Past due assessments may cause a lien and foreclosure to be filed against the Unit Owner.
6. If a Unit Owner fails to perform any act that is required by the Declaration and Bylaws or the Rules & Regulations, the Association, may; but shall not be obligated to undertake such performance or cure such violation. Furthermore, the Association shall charge and collect from the Unit Owner the entire cost incurred by the Association of such performance or cure, including but not limited to costs as listed in Item #4 above.

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7. Any such amount shall be deemed an additional assessment upon the Unit Owner and shall be due and payable with next assessment following notification of the charges.
8. Payments made by the Unit Owner shall be applied in the following order:
  - a. Administrative late fees and/or penalty assessments owed to the Association.
  - b. Collection costs, including attorney's fees incurred by the Association.
  - c. Principal amounts owed on the account for maintenance fees and assessments.
9. Reserve funding
  - a. Each year the Board prepares a budget for the following year. In order to have an educated basis for preparing the budget and with the intention to reduce the likelihood of special assessments, the Association had a Reserve Study prepared by a professional third party to outline proposed expenses and incomes required over the next thirty (30) years.
  - b. The Board may deviate from the study if the Board has a sound, unbiased basis to do so. The results and conclusions of this study have been distributed to all Unit Owners.

### **19. Complaint and Enforcement Procedure and Assessments for Rule Violations**

1. Complaints against anyone violating the Rules & Regulations must be submitted to the Management Company in writing and must contain the date, signature, Unit address, and telephone number of the Unit Owner filing the complaint.
2. After receipt of each complaint, the Management Company will, in most instances, contact the Unit Owner allegedly responsible for the violation, and a reasonable effort will be made to gain the Unit Owner's agreement to cease the violation.
3. If the reasonable efforts to gain compliance are unsuccessful, the Unit Owner may be subject to a sanction in accordance with the penalty provisions contained in this Enforcement Procedure.
4. The Unit Owner shall be responsible for any violation of the Declaration and Bylaws or Rules & Regulations committed by the Unit Owner, guests, or the occupants, including tenants, of the Unit Owner's Unit.
5. Notwithstanding anything contained in these Rules & 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. The entire cost of effecting a legal remedy to gain compliance, including court costs and attorney's fees, shall be added to the account of the responsible Unit Owner.
6. All costs for extra cleaning and/or repairs stemming from any violation will be added to the responsible Unit Owner's account.
7. In addition to any other action and in accordance with the procedure outlined in Item #8 below, actual damages and/or an enforcement assessment of up to but not exceeding fifty dollars (\$50.00) per occurrence, or if the violation is of an ongoing nature, the enforcement

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assessment may be levied per day by the Board against a Unit Owner in violation. The amount of a daily enforcement assessment will be determined by the Board and will be a minimum of ten dollars (\$10.00) per day.

8. Prior to the imposition of an enforcement assessment for a violation, the following procedure will be followed:
  - a. Written notice will be served upon the Unit Owner specifying:
    - i. A reasonable date by which the Unit Owner must cure the alleged violation to avoid the proposed sanction or assessment; and
    - ii. A description of the alleged property damage or violation.
    - iii. The amount of the proposed charge and/or enforcement assessment or other sanction; and
    - iv. A statement that the Unit Owner has a right to, and the procedures to request, a hearing before the Board to contest enforcement, or other sanction.
  - b. To request a hearing, the Unit Owner must mail or deliver a written "Request for Hearing" notice, which must be postmarked and received by the Board no later than the tenth (10<sup>th</sup>) day after the date of the notice required by Section 8.a. above.
    - i. If a Unit Owner requests a hearing in a timely manner, 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 enforcement assessment or other sanctions will be immediately imposed; and
    - ii. At the hearing, the Board and alleged responsible Unit Owner will have the right to present evidence. This hearing will be held in Executive Session and proof of hearing, evidence, 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, enforcement assessment, and other sanction imposed within thirty (30) days of the hearing.
  - c. The Association may file a lien for an enforcement assessment and/or damage charges that remain unpaid for more than ten (10) days.

# Edgebrook Condominium Association

Unit Owners Handbook of Rules & Regulations and General Information

### 20. Unit Owner Report and Request Form

This form may be emailed, mailed or faxed to the Management Company. You are also encouraged to visit the web site to report or request on-line.

Please be as explicit as possible to avoid delays or misinterpretation. For guidance on completing this form, please call the Management Company.

Only Unit Owners may submit this form. A Tenants or Lessee must file requests through their Unit Owner.

Your purpose in filing this form:

- Maintenance or Repair
- Suggestion
- Alleged violation of Declaration and Bylaws or Rules & Regulations
- Other: \_\_\_\_\_

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Your Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: Home \_\_\_\_\_ Cell \_\_\_\_\_

Signature of Unit Owner \_\_\_\_\_ Date \_\_\_\_\_



# Edgebrook Condominium Association

Unit Owners Handbook of Rules & Regulations and General Information

## 21. Unit Owner/Occupant Information

*The Ohio State Condominium Laws, Statute 5311.09, (A)(2), states that, "Within thirty days after a Unit owner obtains a condominium Ownership interest" that this information be provided to the Association, and 5311.09, (A)(3,) states that "Within thirty days after a change in any information that division (A)(2) of this section requires, a Unit owner shall notify the association, through the board of directors, in writing of the change. When the board of directors' requests, a Unit owner shall verify or update the information."*

OWNER(S) NAME: \_\_\_\_\_

UNIT ADDRESS: \_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_

IF DIFFERENT THAN UNIT ADDRESS

HOME PHONE: \_\_\_\_\_ WORK PHONE: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_

OTHER OCCUPANT IN UNIT: \_\_\_\_\_ RELATIONSHIP: \_\_\_\_\_

OTHER OCCUPANT IN UNIT: \_\_\_\_\_ RELATIONSHIP: \_\_\_\_\_

OTHER OCCUPANT IN UNIT: \_\_\_\_\_ RELATIONSHIP: \_\_\_\_\_

OTHER OCCUPANT IN UNIT: \_\_\_\_\_ RELATIONSHIP: \_\_\_\_\_

**The following information is required to effectively protect your property and possessions and that of all of our Owners. This information, although very important, is not required by statute.**

PET(S): 1) Dog: \_\_\_\_ Cat: \_\_\_\_ Type (Breed): \_\_\_\_\_ Color(s): \_\_\_\_\_

2) Dog: \_\_\_\_ Cat: \_\_\_\_ Type (Breed): \_\_\_\_\_ Color(s): \_\_\_\_\_

If none check here

VEHICLE(S): 1) Color, Make, & Model \_\_\_\_\_ License # \_\_\_\_\_

2) Color, Make, & Model \_\_\_\_\_ License# \_\_\_\_\_

3) Color, Make, & Model \_\_\_\_\_ License # \_\_\_\_\_

4) Color, Make, & Model \_\_\_\_\_ License # \_\_\_\_\_

If none check here

EMERGENCY CONTACT NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

Must be able to provide access to your Unit for Emergency entry

Please note that this form is to be completed in its entirety to prevent the Association from re-requesting the information. Providing partial or no information within the required thirty (30) days may result in the Board taking any and all action within their means to elicit compliance of the request for information. Thank you in advance for your timely response. Add additional sheets as necessary.

Adopted 02/12/2009

Revised 06/08/2022

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# Edgebrook Condominium Association

Unit Owners Handbook of Rules & Regulations and General Information

## 22. Contact Information

<b>All Emergency Services</b>	<b>911</b>
<b>City of Stow and Stow City Departments:</b>	
Police Dept. (non-emergency)	330-689-5700
Fire Dept. (non-emergency)	330-689-5800
City Hall, Mayor's Office	330-689-2700
Building Dept.	330-689-2728
Income Tax Dept.	330-689-2849
Water Dept.	330-689-2889
Parks & Recreation	330-689-5100
Stow-Munroe Falls City Schools	330-689-5445
Stow-Munroe Falls Public Library	330-688-3295
Ohio State Highway Patrol	330-433-6200
Summit County Sheriff	800-932-3695
Summit County Board of Elections	330-643-5200
National Poison Control Center	800-222-1222
Ohio Edison	888-544-4877
Dominion East Ohio	800-362-7557

Because providers for Cable, Satellite, Internet, and Phone service are continuously changing, it is suggested that you research these services on an individual basis. To list providers in this Handbook may result in omitting providers that did not service our area at the time of printing.

### Management Company

Kare Condominium Management Company, Inc. (Kare Condo)  
Property Manager: Kalie Gardner  
Mail Address: P.O. Box 1714, Stow, Ohio 44224  
Office Address: 1742 Georgetown Rd., Suite H, Hudson, Ohio 44236  
Email: [kgardner@karecondo.com](mailto:kgardner@karecondo.com) Web: [www.karecondo.com](http://www.karecondo.com)  
Office: 330-688-4900 Fax: 330-688-4932

### **Emergency (After Hours Follow Prompts): 330 688 4900**

Note: This number is not for life threatening or for non-emergency situations!

# Edgebrook Condominium Association

Unit Owners Handbook of Rules & Regulations and General Information

## **23. Communications: Management Company / Board / Emergency**

**For safety and health emergencies, contact the fire or police departments @ 911.**

The Association, through the Board, relies on the Management Company to carry out the Board's decisions and communicate with Unit Owners, contractors, vendors, and others who perform services for our community.

Board Members cannot act or make decisions independently. Majority consensus is required for all board decisions. These decisions normally occur at the monthly Board meetings.

The Board requests and appreciates your cooperation in respecting that they are not employees and should not be contacted directly for Association matters outside of Board meetings.

Please direct your questions and concerns in writing to our Management Company. Items of an emergency nature can be communicated by phone. Complete contact information is provided on page 17.

The only exception is that you should send a letter directly to the Board members if the issue relates to the performance of our Management Company.

Unit Owners are invited and encouraged to attend Board meetings held monthly the second Wednesday of each month at 3:30 p.m., in the Great Room of the Club House, located in the apartment development on Wyndham Ridge Drive. Based on the amount business to discuss, time is allotted to the Unit Owners at the beginning of each monthly meeting to address the Board and the Management Company with Association matters.

This Handbook will be updated as deemed necessary from time to time. Updates will not result in a notification of change or issuance of a revised Handbook to owners unless the changes are determined to be of major importance. You are urged to check the Association's website to read the most current version of the Handbook. The Association website is <http://karecondo.com>. Our Association number is 144. The Declarations and By-Laws are also available at this site.

Adopted 02/12/2009

Revised 06/08/2022

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