

Woodsedge
Condominium
Association

**RULES AND INFORMATION
HANDBOOK**

2018

Welcome to The Woodsedge Condominium. We, the Board of Directors, hope you enjoy your condominium unit. Our objective is to maintain The Woodsedge Community as a very special place to live. In order to accomplish this, we have established a handbook of Rules and Information which pertains to living at The Woodsedge in a condominium atmosphere.

These Rules and Information take into consideration the health, happiness, safety and peace of mind of all residents at The Woodsedge. We hope you will find them reasonable and will cooperate by upholding them.

We ask that you keep this booklet handy and that you refer to it when necessary. If something arises that may not be covered in the booklet, please do not hesitate to contact the Management Company or the Chairman of the Board of Directors. Additional information is also contained in The Woodsedge Declaration and Bylaws as recorded. A copy of the Declaration and Bylaws can be obtained at a cost from the Management Company.

Thank you,

The Woodsedge Condominium Association, Inc. Board of Directors

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1. The Woodsedge Condominium Association is comprised of twenty-five condominium units.
2. The condominium property is located in Bainbridge Township, Ohio.
3. All streets/roadways within the condominium property are private. They are maintained by the condominium Association.
4. As a private condominium Association, we are governed by our own Declaration and Bylaws, we elect our own Board of Directors from our unit owner membership and we manage our Association affairs on behalf of our twenty-five owners. Our annual meeting is held in late Spring.
5. As a condominium property, a master policy for insurance coverage is purchased by the Association in accordance with the Declaration.

Channels of Communication

The Board of Directors consists of individuals who are unit owners and are elected by their fellow unit owners. Board Members serve without compensation and are responsible for making the decisions affecting our property. Decisions concerning the property are made during the Board's meetings.

In between the Board meetings, the Association relies on the Management Company to carry out the Board's decisions and handle all communications by and between the Association's owners, contractors and vendors. If you have questions or concerns about the maintenance of the property, please direct the matter to the Management Company in writing. In case of an emergency, such as a fire, you should contact the fire/police departments.

The Board requests and appreciates your cooperation in respecting that Board Members are not employees and should not be contacted directly on Association related matters outside of Board meetings. Board members are not individually responsible for resolving Association matters and can only decide on issues brought to their attention by the Management Company.

I. ENVIRONMENT OF COMMON AREAS

Common Areas: The Common areas consist of everything but the individually owned condominium units. It is owned by all the unit owners together. Examples include lawns, and roadways. The repair and maintenance of all the common areas is done at the Association's expense except as otherwise explained in these Rules and Regulations and Declaration and Bylaws.

1. The common areas (as opposed to limited common areas as described on page 5) are for the use and enjoyment of all Woodsedge Condominium unit owners and/or residents. Everyone is required to be considerate in their use of these areas.
2. Littering is prohibited.
3. Any and all damages to the common areas caused by an owner, tenant, resident or guest of an owner shall be repaired or replaced at the expense of the unit owner, who may then seek reimbursement from the tenant or guest.
4. Any and all items left unattended in the common areas may be removed and stored by the Association at the owner's expense.
5. Noise that distracts or disturbs others is prohibited. Residents shall refrain from any activity which creates a nuisance to their condominium neighbors.
6. Each unit owner must report to the Management Company the need for any repairs of common areas of the condominium property which are the obligation of the Association to maintain.
7. Unit owners and tenants must not give work instructions to any service contractor (i.e., landscaper or snow plow contractor). This requirement is not intended to reduce or refuse service; it is simply an administrative procedure to ensure that the contractor is performing the work in accordance with the contractual agreement.
8. In the interest of safety, playing in the street or on the driveway access areas is prohibited.
9. Signs of any type are prohibited from being displayed on or from any part of the condominium property, except "For Sale" and Open House signs may be displayed from 9AM Saturday until 6PM Sunday as well as for broker's open house occasions.
10. Oil leaks and spills on roadways, parking areas and unit driveways must be cleaned IMMEDIATELY by the owner at his/her expense, and all efforts must be made to correct the mechanical problem of any vehicle leaking oil or other surface staining fluids.

11. Automobile repairs are prohibited on condominium roadways, parking areas and driveways.
12. Lawn ornaments and/or lawn furniture must not be placed in common lawn, grassed areas. Landscape service contractors will not accept the responsibility for moving the personal property of unit owners to facilitate grass cutting.
13. Neither the Association nor the Association's service contractors will be held responsible for maintenance, repair or replacement of unit owner's personal property left in common areas.

A. Garages and Parking

1. Only minor maintenance (example: changing oil) to motor vehicles may be done in a garage.
2. The storage of flammable or hazardous items in a garage is prohibited.
3. The garage must be used as primary parking space for a vehicle.
4. Owners are responsible for the maintenance, repair and replacement of their garage doors including mechanisms, tracks, springs, cable and locks.
5. Garage door replacement must be identical in appearance to the existing garage door. Prior written Board approval is required before any door replacement.
6. The installation of automatic garage door openers is permitted. Installation and maintenance expense shall be a unit owner responsibility.
7. If the unit owner or unit owner's tenant has two cars, both cars must be parked in the garage and additional cars must be parked in the unit's driveway space in front of the garage door.
8. Parking on any grassed area or lawn area is prohibited.
9. Parking in areas designated as fire lanes is prohibited.
10. Parking along the entrance to the property is prohibited.
11. Parking on the street for extended periods of time is prohibited.
12. Visitors/Guests parking locations and requirements:

- a. With the owner or tenant's permission, a visitor/guest may park on the driveway space directly in front of the garage door belonging to the person they are visiting.
- b. For the comfort and convenience of your guest, please advise them of the various authorized parking spaces throughout the condominium property.

B. Motor Vehicles

1. The following vehicles are prohibited from being parked within Woodsedge:
 - a. Buses
 - b. Boats or boat trailers
 - c. Camper or camper trailers
 - d. Mobile and/or motorized homes
 - e. House or horse trailers
 - f. Trailers of any type
 - g. Trail Bikes and Snowmobiles
2. Motorcycles are prohibited unless parked within the confines of a garage at all times while on the condominium property.
3. Commercial vehicles which are licensed, painted or signed must be kept within the confines of a garage at all times while on the condominium property.
4. All vehicles on the property must bear current license tags.
5. All motor vehicles in use on Woodsedge property shall be properly licensed and driven by licensed drivers and used for ingress and egress.
6. Vehicles with loud exhaust systems are prohibited.
7. Moving vans are permitted to be temporarily parked in driveways and/or streets provided traffic is not obstructed.
8. Automobile repairs are prohibited in parking areas, on all roadways and on the unit driveway space.

C. Traffic Rules and Regulations

1. The speed limit in Woodsedge is 10 m.p.h.

COMMENTS:

Because of the congestion on the street, residents and pets in the area and the overall density of Woodsedge, it is very important to follow the rules. Failure to do so creates a safety hazard.

We encourage residents to be safety conscious and considerate of their neighbors in this regard.

D. Exterminating Service

1. Woodsedge contracts with an exterminating service for exterior, common area service. A regularly scheduled service day is arranged each year prior to the start of the contract.
2. If you are experiencing a pest control problem around the exterior of your condominium unit, to obtain service, call the Management Company.
3. Interior service is NOT included in the exterminating contract. The charge for interior service is a unit owner responsibility.

II. ASSOCIATION RESPONSIBILITIES:

The association is responsible for the reasonable maintenance and repair of the following:

- A. Roadway, driveways - where shared with more than one unit from the street to the point the drive no longer serves more than one unit. Also, original concrete sidewalks. Sealcoating of drives is at owners expense.
- B. Common area landscaping.
- C. Care and maintenance of common areas.
- D. Exterior lamp posts.
- E. Common area railroad tie retaining walls.
- F. Home exterior and common area exterminating.
- G. Gutter cleaning of debris. Repair and replacement of gutters and downspouts is at owner's expense.
- H. Street signs.
- I. Mail boxes, mail box posts and their number plaques.

These are only some of the items listed in your documents. You should read both the Bylaws of the Association and the Declaration of Condominium Ownership, which have control over these regulations, if you have any questions.

III. UNIT OWNER RESPONSIBILITIES:

Unit owner is responsible for obtaining association Board approval for any and all unit alterations, additions or repair before such are begun or accomplished – as outlined in this rules and information handbook.

- A. Building roof, front, rear and side exterior walls painting and maintenance.
- B. Siding.
- C. Gutters and down spout repair and replacement.
- D. Foundations.
- E. All doors, screen doors and glass doors.
- F. Porch light and exterior garage lights.
- G. All windows, window frames, window screens.
- H. All heating, cooling and ventilation equipment and pads for air conditioning compressor units.
- I. Utility service lines, pipes and conduits serving your individual unit.
- J. Exterior water faucets and electrical outlets serving your individual unit.
- K. Garage doors, including mechanisms, tracks, springs, cables, locks and automatic door openers, if any.
- L. Provide evidence of homeowner insurance coverage.
- M. Any additions or changes constructed by a unit owner.
- N. Watering the common area lawn and landscaping adjacent to the unit.
- O. Exterior deck repair, maintenance and replacement.

IV. LIMITED COMMON AREAS

Limited Common Area: Certain parts of the common areas are built and designed specifically for each individually owned condominium unit. Examples include concrete pads for the placement of central air conditioning equipment serving only one unit, exterior doors and windows, decks, water faucets and electrical outlets.

These are designated as part of the common areas because they are owned by all owners together and the Association has control over how they are to be maintained. Their complete designation is, however, "limited common areas" because they are limited for the use of one condominium unit. Maintenance and repair become the expense of the individual condominium unit owner. For example, the garage door associated with a particular condominium unit is for that owner's use only, and the cost to maintain and repair it is the 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 as well as the color and type of siding and roofing, since these features shall be consistent with the other units in the Woodsedge Association.

These items are defined in The **Woodsedge Condominium Declaration of Condominium Ownership** documents. We have printed some of these items to assist you in your personal maintenance scheduling.

Note -- For major exterior projects (painting, roof replacement, tree trimming etc.) unit owners may consult with Management Company for assistance in selection and group pricing.

1. "Limited Common Areas" are limited to the use of a particular unit (i.e. decks).
2. Unit owners and/or tenants are responsible for the maintenance of their limited common areas.
3. Garage, yard or patio sales are prohibited.
4. Clothes lines located in yards are prohibited.
5. No sign or flag, except the American flag may be displayed in windows and on doors. The American flag may be displayed at any time.
6. Rubbish, debris and any other unsightly materials are prohibited.

A. Doors and Windows

Storm Doors:

Installation of a storm door must have **PRIOR** written Board approval.

- a. Storm doors, if installed, must be an approved door which will not detract from the overall architectural style of Woodsedge. Storm Door options are limited to the following:
 1. Panel style, without scallops
 2. Full view with up to 14" base

- b. The unit owner has the option of converting the storm door for warm weather use if screen inserts are a standard part of the door.
- c. Maintenance, repairs and replacement of the storm/screen door is the unit owner's responsibility.

2. Windows:

- a. Windows, when replaced by the unit owner, must be comparable to those installed by the developer.
- b. An upgrade in the quality of window is permitted providing the replacement windows are identical in appearance as possible to the original windows as provided by the developer.
- c. Alterations to windows must have PRIOR written Board approval.
- d. Maintenance, repair and replacement of windows are a unit owner responsibility.
- e. The use of plastic or other non-glass window or door liners is prohibited on the exterior of any unit.
- f. To create a visible, uniform standard throughout the community, we encourage all curtains, drapes, shades, vertical or horizontal louvers, blinds, etc, with only white, near white or beige backing to be used for window treatment.
- g. The use of blankets, sheets, etc., is not permitted even as a temporary window covering.
- h. Broken windows, torn screens, damaged front doors or damaged garage doors must be repaired immediately by the unit owner at his/her expense.
- i. Window air conditioning units are prohibited.

3. Garage Doors:

Garage Doors, when replaced by the unit owner, must be an approved door which will not detract from the overall architectural style of Woodsedge. Garage door options are limited to the following:

- a. Alterations to the garage doors must have **PRIOR** written Board approval. Contact the Management Company for specifications.
 - b. Garage doors must be white.
 - c. Maintenance, repair and replacement of the garage door is a unit owner responsibility.
4. Door Security Viewing:
- a. Plain brass "peepholes" may be installed on condominium unit front doors at the height of five feet with **PRIOR** written approval of the Board.
 - b. Maintenance, repair and replacement of the front door is a unit owner responsibility.

B. Porch and Entrance Lamps

1. The control and maintenance of exterior light fixtures above the front door of each condominium unit is the responsibility of each individual owner.
2. Repair/replacement of the light fixture must be of the same size, shape and color as originally installed.
3. The Association encourages unit owners to keep porch light ON during evening hours

C. Electric Generators -- must have PRIOR written approval from the association Board.

V. LANDSCAPE

A. General

1. Alteration to planted materials is prohibited without **PRIOR** written consent from the Board of Directors.
2. During the landscaping season, particularly the hot, dry summer months, residents must water the lawn area adjacent to their condominium unit often enough to prevent browning, disease and dying of grass.
3. All plant material installed by unit owners will be maintained in accordance with the contract specifications as detailed on the

Association's landscape service agreement. Woodsedge assumes no responsibility for special care requirements and/or new plant material replacement guarantees. The Association will be responsible for removing any originally planted tree that dies and the unit owner is responsible to replace such tree if desired and any shrubbery that needs replacement.

4. Such plant material must be consistent in size and nature to existing planting.
5. The variety of plant material selected by the unit owner must be of a species that will not encroach upon or cause damage to the unit, common areas or any utility service line. Example of an unacceptable planting: Vines.
6. Plant material installed by a unit owner must not, in any way, be an obstruction for the landscape service contractor.

B. Seasonal Flowers

1. Seasonal flowers may be planted in planting beds adjacent to the front of the condominium unit WITHOUT prior Board approval, providing the height of the flower is consistent with the surrounding shrub bed plant material. Example of an unacceptable flower: Sunflower.
2. Seasonal flowers planted by a unit owner must be maintained in a manner that does not detract from the landscape appearance of Woodsedge Condominiums.
3. Seasonal flowers planted by a unit owner must NOT in any way, be an obstruction for the landscape service contractor.
4. Seasonal flowers should be planted far enough away from the grass line to avoid damage from the landscaper's automatic trimming and edging equipment.
5. All seasonal flowers are considered donations to the Association and become part of the limited common area.

C. Shrub Beds

1. Shrub bed edging material may be installed where the shrub bed adjoins the concrete driveway for the purpose of mulch and soil containment.
2. The approved shrub bed edging material shall be the black vinyl ribbing.

3. Shrub beds may be covered in dark, shredded bark mulch, typically used by landscape contractors.
4. Small lawn ornaments may be placed in the shrub bed immediately adjacent to the condominium unit. Neither the Association nor the Association's contractors will be held responsible for maintenance, repair or replacement of such items.
5. Alteration to the exterior of the unit by the resident which would utilize railroad ties, landscaping timbers, bricks, rocks and/or other such items used as shrub bed enclosures, or shrub bed edging material is prohibited.

D. Trees

1. Type of tree, size and location must be approved by the Board of Directors in writing **PRIOR** to the commitment to plant. The trimming of originally installed trees beyond 5" caliper and all unit owner installed trees will be the responsibility of the unit owner - not the Association.

E. Other Plant Material

1. Unit owners desiring to change or add landscape plant material in the area of their condominium must submit written specifications and obtain **PRIOR** written Board approval. Any approved landscape addition, subject to D. (1.) above, will be maintained by the association. Such maintenance will include weeding, mulching and edging.
2. Vegetable gardens and vegetable plants are prohibited at the front of the home.

VI. SNOW PLOWING PROCEDURES

During snowfall, when the snow plowing service contractor must plow snow on all roadways and driveways, residents are encouraged to move their cars to their garage.

EMERGENCY SNOW REMOVAL PROCEDURES:

1. During winter months, residents must be advised that snow plowing service people are contracted to plow the property based on snow accumulation of two inches. Light snowfall or freezing/thawing cycles, can create unexpected icy conditions on driveways and sidewalk areas.
2. The snow plowing contractor places stakes on the property as markers to help keep the plows on the paved areas and eliminate or at least reduce damage to lawn/grass. From time-to-time these stakes are knocked down. Resident help is

needed to keep the area well marked. Please put back any stakes you see laying on the ground.

3. Please keep sidewalks free of all obstructions.
4. Unit owners should hand shovel or sweep away any ridges of snow accumulating directly in front of or underneath their garage door.
5. Unit owners are encouraged to use a de-icing product on sidewalks, the front entrance step of their condominium unit and their driveway parking space. Association to de-ice drives and if requested by unit owner, the sidewalks.

VII. ARCHITECTURAL GUIDELINES

In order to create exterior uniformity, preserve the integrity, and establish common guidelines and standards for improvements within The Woodsedge Community, the following rules have been enacted and apply to all requests for exterior maintenance, repair and modifications.

Note -- For major exterior projects (painting, roof replacement, tree trimming etc.) unit owners may consult with Management Company for assistance in selection and group pricing.

1. A written request with supporting details and diagrams for any type of modification, installation, or additions to the exterior or limited common areas of each unit must be submitted to the Board of Directors for review. Written approval must be obtained from the Board of Directors **PRIOR** to the maintenance, repair and installation of any project. Failure to receive **prior** Board approval may result in a rule violation assessment to the unit owner.
2. All exterior additions or changes constructed by a unit owner must be maintained by the unit owner, and any subsequent purchaser of that unit, in a first class condition that does not detract from the appearance of the condominium.
3. It is the responsibility of the seller to disclose to a buyer any and all architectural changes or improvements that are the responsibility of the unit owner to repair or maintain. If necessary, please contact the Management Company to review the architectural correspondence file.
4. Following written approval from the Board of Directors, it will be the unit owner's responsibility to secure necessary building permits and to obtain approval from the Township of Bainbridge and to insure conformity to jurisdictional codes.
5. Once material for the exterior modifications is placed on the condominium property, the work must begin and continue through completion within a reasonable time frame and in a reasonable manner that will not detract from property appearance or inconvenience neighbors and/or Association service contractors.

6. In the event damage occurs as a result of any modification, addition or change to the exterior of the building or to any common area of the condominium property, repairs must be made immediately at the unit owner's expense and to the satisfaction of the Board of Directors.
7. If the landscape service contractor deems it necessary to charge more as a result of the modifications made by a unit owner, this charge will be assessed back to the specific unit owner.
8. Review of architectural change requests, submitted by a unit owner, will be handled in accordance with the following schedule:
 - A. Written request must be submitted to the Management Company.
 - B. The Management Company will copy and distribute all written requests to the Board of Directors within seven working days.
 - C. The Board of Directors will notify the unit owner, in writing, of approval or denial within thirty (30) days after receiving the written request.
 - D. If an applicant does not receive written notice from the Board of Directors approving or denying the architectural change request within forty-five (45) days of the original request, a second notice must be submitted directly to the Board of Directors.
 - E. A decision will be made by the Board of Directors within fifteen (15) days after receipt of the second notice. Failure on the part of the Board of Directors to respond will be considered to be denial.
9. In addition to the general requirements of paragraphs 1-8, the following guideline provides standards for specific improvement projects and/or exterior modifications. Unless otherwise noted, however, Board approval must still be requested.

VIII. UNIT RESTRICTIONS

1. Units shall be occupied and used for single family purpose only as private dwellings for owners, their families, tenants and special guests, and for no other purpose.
2. Modification to the exterior and common areas of units is prohibited without obtaining **PRIOR** written consent from the Board of Directors.
3. Installation of wiring for electrical, telephone, television systems, air conditioning, machines (e.g., electric generators) or the like on the exterior of the building, or which protrudes through the walls or the roof of the building is prohibited without obtaining **PRIOR** written consent from the Board of Directors.

4. Decorative items may not be affixed to the exterior of any unit or building without obtaining prior written approval from the Board of Directors. However, wreaths on doors, flag holders and door knockers are permitted.
5. Fences of any type are prohibited.

A. Pets

1. Except for dogs, cats or other household pets, no animals, rabbits, livestock, fowl or reptiles of any kind shall be raised, bred or kept in any unit or in the common or limited common areas
2. Pets must to be leashed when outside of a condominium unit.
3. **Pets must not be permitted to run loose on the condominium property.**
4. **Pets must not be tied, fenced or housed outside a condominium unit unattended.**
5. Pet owners are responsible for any and all damage caused by their pets to any common area including, but not limited to shrubs, bushes, trees and grass.
6. **Pet owners are responsible for immediate and complete clean up after their pet.**

B. Rubbish Removal & Recycling

1. Rubbish removal service and recycling service is currently provided by Waste Management.
2. Questions concerning the service, billing or removal of large items such as furniture or appliances must be directed to the rubbish company. The telephone number is 1-800-343-6047.
3. Rubbish, trash, recyclables or other items to be disposed must be placed in the containers provided.
4. Secure rubbish in a manner which will prevent it from being blown onto the common areas.
5. Rubbish containers and recycling bins must be kept inside the garage at all times.
6. To prevent blocking driveway access, rubbish containers must be placed at the curb on the grass area, next to the concrete street/driveway.

7. Rubbish & Recycling pick-up is currently on Wednesday. If a holiday falls on Wednesday, rubbish & recycling material will be picked up on Thursday.
8. Rubbish and recycling containers must be placed at the curb for pick-up *no earlier than 7:00 P.M. on the day before normal collection and* must be returned to the interior of the unit before midnight on pick-up day.
9. Large items of rubbish (old furniture, mattresses, appliances, etc.) must be removed from the premises at the owner's expense and are prohibited from being placed on the lawn for pick-up until the owner arranged scheduled pick-up date and time.

C. Cable Television and Satellite Dishes

1. Cable or satellite service is available to The Woodsedge Condominium unit owners. All exterior cable or satellite installation requires **PRIOR** written Board approval.
2. Cable or satellite television is a private agreement between the unit owner and/or resident and the cable or satellite company.
3. Arrangements for the installation and/or disconnection of service is a unit owner and/or resident responsibility.
4. Installation of any **satellite dish/antenna**, on, attached to, or extending onto the common areas is prohibited. Attachment to the exterior siding of a unit or any roof requires Board approval. The unit owner must obtain and comply with the Associations Satellite Dish Rules and Regulations and must submit a drawing to the Board indicating the proposed location, height, and screening materials to be used.

D. Christmas Trees

The removal of Christmas trees is the responsibility of the unit owner. Notices are published in local newspapers regarding their disposal.

IX. SALE OR LEASE OF A UNIT

1. All unit owners must notify the Management Company in writing of any changes in occupancy within thirty (30) days of such change.
2. Sale of your condominium unit:

- A. After your unit is sold, you or your real estate agent must call the Management Company to make arrangements for the maintenance fee update letter and certificate of insurance for the buyer.
 - B. The Management Company will coordinate this paper work with banks, real estate agents, appraisers and escrow agents. A transfer fee is charged to the seller and paid out of escrow from proceeds due to the seller at the time of title transfer.
 - C. **The seller is responsible for providing the following information to the Buyer:**
 - 1. Copy of Declaration and Bylaws.
 - 2. Copy of the Rules and Information Handbook.
 - 3. Written notice of any and all architectural changes and improvements constructed by seller or previous sellers which are the responsibility of the unit owner to repair and maintain.
3. Rental of your condominium unit:
- A. No unit shall be rented or leased for transient or hotel purposes, or for periods of less than six (6) months.
 - B. Units shall not be occupied by more than one (1) single family.
 - C. The condominium unit owner must provide the Management Company the following information prior to tenant move in:
 - 1. Copy of lease
 - 2. Full name of tenant
 - 3. Names of all occupants of the unit
 - 4. Telephone number of tenant
- NOTE:** Providing your tenant's name and telephone number will enable the Management Company to acknowledge service requests, answer questions, etc. Help us make your tenant feel at home at Woodsedge.
- 4. The owner is responsible for tenant violations of the Declaration, Bylaws or Rules of Woodsedge.
 - 5. The owner shall be responsible for rule violation assessments and all other damages and any recourse the owner may wish to take against a tenant who is in violation.

6. The lease document must contain a clause making it subject to the covenants and restrictions in Woodsedge Declaration and Bylaws, and further, subject to the Rules of Woodsedge.

X. MAINTENANCE FEES, LIEN PROCEDURES AND COST OF COLLECTION

1. All assessments, including maintenance fees are due on the first day of the month and are considered late if not received by the 15th of the month. A late charge of \$25.00 per month may be assessed to unit owner's account if payment is received after the 15th of the month.
2. Accounts delinquent for a period of 60 days may be assessed an additional late fee of \$50.00. Further, if the account becomes 3 months delinquent (90 days), an additional \$100.00 may be assessed and the Association may request an attorney file a lien on the property.
3. Association attorneys may be instructed to file a foreclosure on the property if fees become delinquent after five months.
4. Any payments made shall be applied in the following order:
 - A. Administrative late fees owed to the Association.
 - B. Collection costs, attorney's fees incurred by the Association.
 - C. Principal amounts owed on the account for common expenses and assessments.
5. Any past due assessments may cause a lien and foreclosure to be filed against the owner.
6. Any cost including attorney's fees, recording costs, title reports and/or court costs incurred by the Association in the collection of delinquent assessments shall be added to the amount owed by the delinquent owner.
7. If any owner (either his or her conduct or by the conduct of any occupant) fails to perform any act that he/she is requested by the Declaration, the Bylaws or the Rules and Regulations, the Association may but shall not be obligated to, undertake such performance or cure such violation and shall charge and collect from said owner the entire cost and expense including reasonable attorney fees, of such performing or cure incurred by the Association. Any such amount shall be deemed to be an additional assessment and shall be due and payable immediately following notification of such charge, and the Association may obtain a lien for said amount in the same manner and to the same extent as if it were a lien for common expenses.

XI. COMPLAINT PROCEDURE

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

XII. ENFORCEMENT PROCEDURE AND ASSESSMENTS FOR RULE VIOLATION

1. The unit owner shall be responsible for any violations of the Declaration and Bylaws or Rules by the unit owner, guests or occupants including tenants of the unit.
2. If a rule violation by the determination of the Board affects the rights of others or their property, immediate legal action MAY be initiated.
3. The entire cost of effectuating a legal remedy to impose rule compliance, including attorney fees, shall be added to the account of the violating unit owner.
4. In accordance with the procedure outlined in Item 6 below, an assessment of up to but not exceeding \$50.00/per occurrence MAY be levied by the Board of Directors on any owner found in violation of the rules and regulations. In case of a tenant who is in violation, the owner of the unit in which said tenant resides will be responsible for the assessment.
5. In addition, all costs for extra cleaning and/or repairs stemming from the violation of the rules and regulations will be added to the assessment.
6. **PRIOR** to the imposing of an assessment for a rule violation, the following procedure will be followed:
 - A. Written demand to stop the alleged violation will be served upon the alleged responsible owner specifying:
 1. The alleged violation;
 2. The action required to abate the violation;
 3. A ten (10) day period during which the violation may be abated without the imposition of an assessment. If the violation is a

continuing one, or a statement that any further violation of the same rule may result in the imposition of an assessment.

- B. Within twelve (12) months of the demand, if the violation continues past the period allowed in the demand abatement or if the same rule is violated subsequently, the Board of Directors shall serve the alleged responsible unit owner with written notice of a hearing to be held by the Board in session. The notice of the hearing shall contain:
1. The nature of the alleged violation;
 2. The time and place of the hearing, which time shall not be less than thirty(30) days from the date of giving of the notice;
 3. A request to attend the hearing and produce any statement, evidence and witnesses on his or her behalf, and;
 4. The intent to impose an assessment of up to but not exceeding \$50.00/ per day, per occurrence.
- C. At the hearing, the Board of Directors shall present its evidence and the alleged responsible unit owner shall have the right to present evidence and cross-examine witnesses. The hearing shall be held in executive session. Prior to the imposition of an assessment hereunder, proof of notice and the request to be heard shall be placed in the minutes of the meeting. This proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered. The minutes of the meeting shall contain a statement of the results of the hearing and the assessment, if any, imposed. An assessment will only be imposed by the unanimous vote of the Board members present or by proxy at said hearing.

TELEPHONE NUMBERS

MANAGEMENT COMPANY:

Valley Property Management --- Ellen Fitzpatrick 440-893-1200
valleypropmgmt@aol.com cell ----- 440-346-5701

EMERGENCY INFORMATION:

All emergency services 911
Fire Department and Ambulance (Non Emergency) 440-543-9873
Police Department (Non Emergency) 440-543-8252

SERVICE INFORMATION:

Rubbish Collection -Waste Management 800-343-6047
Chagrin Falls Post Office 440-247-9806

WATER AND SEWER SERVICE INFORMATION:

Geauga County Dept. of Water 440-279-1970

OTHER IMPORTANT NUMBERS:

