

RULES AND REGULATIONS

OF THE

GOLDEN OAKS CONDOMINIUM

Effective as Amended 2023

Updated August 23, 2023
Effective October 1, 2023

GOLDEN OAKS CONDOMINIUMS

Welcome to the Golden Oaks Condominiums. We, the Golden Oaks Condominium Owners Association, Inc., hope you enjoy living here. Our objective is to maintain Golden Oaks as a first-class residential area. In order to achieve this goal, we created a set of Rules and Regulations that pertain to all residents who choose to live at the Golden Oaks Condominiums, as well as any guests and non-resident owners.

These Rules and Regulations are for the purpose of protecting the value and desirability of the Golden Oaks Condominiums, to preserve the quiet enjoyment of all Unit Owners and occupants, to protect the investment of Owners, to maintain and preserve the Common Elements and common utility systems, and to protect the general plan and common scheme designed to safeguard the Property over a long period of time.

We consider these Rules to be reasonable and we expect everyone to cooperate by upholding them.

We ask that you keep these Rules and Regulations handy and that you refer to them when necessary. The Declaration of Condominium Ownership and Bylaws are recorded in Cuyahoga County and are available from management. The recorded documents are controlling.

This booklet is intended to supplement, not replace the Declaration and Bylaws; therefore, if there should be an inadvertent discrepancy between what is expressed in this booklet and the recorded documents, the Declaration and/or Bylaws shall govern.

Thank you for your cooperation and once again, welcome to Golden Oaks Condominiums.

Sincerely,
The Board of Directors
The Golden Oaks Condominium
Owners Association, Inc.

INVESTOR OWNERS (OWNERS WHO RENT UNITS): IT IS YOUR RESPONSIBILITY TO FURNISH YOUR TENANTS WITH A COPY OF THESE RULES AND REGULATIONS. OWNERS ARE HELD RESPONSIBLE FOR THE ACTS OF THEIR TENANTS AND VISITORS.

INTRODUCTION

Golden Oaks Condominiums are located in Rocky River, Ohio. The condominium property uses the services of the City of Rocky River Police and Fire Departments.

The condominium property, originally built as rental apartments, was converted to condominiums in 1978. The property is comprised of one hundred forty-eight (148) Units located in three (3) buildings. The streets and driveways are private, and therefore are maintained by the Association. The Association also maintains an insurance policy for the Common Elements, but Unit Owners and residents are responsible for obtaining insurance for their Units and personal effects. Association also maintains most Common Elements, such as the landscaping, exterior of the building, common hallways, laundry rooms, garages, and other items defined as Common Elements in the Declaration.

As a private condominium property, we are governed by our own Declaration and Bylaws. We elect our own Board of Directors from our Unit Owners and the Board manages association affairs on behalf of our Owners. There are five (5) Board members who each serve without compensation for a term of two (2) consecutive years. There are no term limitations. Board terms are staggered so as to elect three (3) members one year and two (2) members the following year. This arrangement was established to provide the Association members with continuity of experience and service from one year to the next. Following its election at the Annual Meeting, the Board of Directors is organized by electing from among its members the following officers:

President, First Vice–President, Second Vice-President, Secretary, and Treasurer.

The Annual Meeting of the Owners for the election of Board Members is held on the first Thursday of June each year unless there is a need to reschedule to a different date. Regularly scheduled Board meetings are held throughout the year. Unit Owners wishing to attend a Board meeting should check with the Management to verify the date, time and meeting location.

The Association employs a Management Company which can be reached at 330-688-4900

CHANNELS OF COMMUNICATION

The Board of Directors consists of five individuals who are Owners and are elected by their fellow 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 monthly meeting, generally held on the third Tuesday of each month.

In between the monthly 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 case of an emergency, such as a fire or health emergency, you should call 911.

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 and decided upon by the Board at a Board meeting. Again, all other communications must be directed through the Management Company to assure that your concerns and questions are properly addressed and answered.

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I) Complaint Procedure

- 1) Complaints against anyone violating the Rules must be made to the Board, in writing, to the Management Company and must contain the date, signature, address, and telephone number of the individual filing the complaint. A copy of the required Complaint Form is attached to these Rules.
- 2) The Board will review each complaint, investigate complaints as necessary, and determine any further needed corrective actions. If warranted, a member of the Association will reach out to the offending unit owner or tenant, as the case may be, and a reasonable effort will be made to notify such owner/tenant in order to correct the violation.
- 3) If reasonable efforts to gain compliance are unsuccessful, the Unit Owner may be subject to an assessment in accordance with the assessment provisions contained in the Section entitled Enforcement Procedures and Assessments for Rule Violations.

II) Enforcement Procedures & Assessments for Rule Violations

- A. Notwithstanding anything contained in these Rules, the Board has the right to proceed, immediately or otherwise, with legal action for any violation of the Declaration, Bylaws, or Rules (“Governing Documents”) as the Board, in its sole discretion may determine. The entire cost of effectuating a legal remedy to impose compliance, including court costs and attorneys’ fees, will be assessed to the account of the responsible owner.
- B. The owner is responsible for any violation of the Governing Documents by the owner, or the guests, or the occupants, including tenants, of the owner’s home.
- C. All costs stemming from any violation, including enforcement assessments, cleaning, repairs, or removal, will be charged to the responsible owner’s account.
- D. In addition to any other action and if applicable, in accordance with the procedure outlined below, the Board may: a) levy an enforcement assessment for damages and/or cleaning of the common elements or other property, or b) levy an enforcement assessment per occurrence or if the violation is continuous and ongoing in nature, levy an enforcement assessment per day, or c) levy an enforcement assessment for the approximate cost to physically remove the violation. For any violation of the Governing Documents that is continuous and uninterrupted for a period of more than 24 hours, each calendar day that

the violation continues without interruption constitutes a new and separate violation.

E. Prior to the imposition of an enforcement assessment for a violation, the following procedure will be followed:

1. Written notice(s) will be served upon the alleged responsible owner specifying:
 - a. A description of the property damage or violation; and
 - b. The amount of the proposed charge (or, if unknown, a reasonable estimate of the proposed charge) or enforcement assessment; and
 - c. A statement that the owner has a right to, and the procedures to request a hearing before the Board to contest the proposed charge or enforcement assessment; and
 - d. If applicable, a reasonable date by which the owner must cure the violation to avoid the proposed charge or assessment.
2. To request a hearing, the owner must mail or deliver a written "Request For Hearing" notice, which must be received by the Board not later than the tenth day after receiving the notice required by Item 1 above.
 - a. If an owner timely requests a hearing, at least seven days prior to the hearing the Board will provide the owner with a written notice that includes the date, time, and location of the hearing. If the owner fails to make a timely request for a hearing, the right to that hearing is waived, and the enforcement assessment will be immediately imposed; and
 - b. At the hearing, the Board and alleged responsible owner have the right to present any evidence. This hearing will be held in Executive Session and proof of hearing, evidence of written notice to the owner to abate action, and intent to impose an enforcement assessment will become a part of the hearing minutes. Within 30 calendar days of the hearing, the owner will be sent written notice of the Board's decision.
 - c. In the event of an enforcement assessment hearing, or court hearing, copies of complaints and the complaining party identity will be made available to the alleged violator.
3. The Association may file a lien for any enforcement assessment that remains unpaid for more than 10 days.

III) General Use of Condominium Property

- 1) Each Unit shall be used and occupied solely as a single-family residence and for no other purpose. No part of the Condominium Property shall be utilized as a commercial facility nor shall any trade, business, occupation or profession be conducted therein.
- 2) No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall any other activity be permitted therein which shall result in annoyance to the residents
- 3) Loitering in Common Elements is prohibited.
- 4) You must notify the Board, in writing, of any vandalism or general wear that needs repair in the Common Elements.
- 5) No signs may be displayed from any part of the Condominium Property or windows. This includes, but is not limited to, political, religious, and educational material, and Realtor signs.
- 6) All entrances, hallways and stairwells must be kept clear of all personally owned items. No recreational equipment, bikes, wagons, plants, furniture, decorations, or other personal items may be left in the hallways or laundry rooms. Any such items left in the Common Elements without prior written permission of the Association may be discarded. Bike Storage Rooms may be used to store bikes.
- 7) Anyone tampering with property for which the Association is responsible, such as utility meters, laundry appliances, etc., will be subject to prosecution, as well as enforcement assessments and damage recovery, including attorney fees and court costs.
- 8) Maintenance is to be informed immediately of any problems with mechanical or electrical equipment outside of the residential Unit.
- 9) Interior Common Elements must not be used for sports, loitering, recreational equipment, bicycling or other similar activities. Guests must be entertained within the residential Units, and the congregation or misbehavior of non-residents will be considered the responsibility of the host or hosts.
- 10) No unauthorized fixture shall be installed or be placed in any Common Elements.
- 11) No soliciting is permitted on the premises unless the prior written approval of the Board is obtained.
- 12) All public sales of any type, including garage sales, are prohibited.

- 13) Building entranceway doors shall not be propped open in any manner. All visitors must be identified before being allowed access.
- 14) Live Christmas trees, cut or balled, and other live greenery are prohibited on the Condominium Property.
- 15) Recreational equipment, lawn furniture, bicycles, wading pools or any other items are prohibited from being left in the Common Elements, or left in front of doorways. They will be removed and may be discarded without prior notice.
- 16) No one is permitted to mar, deface, or otherwise damage the exterior of the buildings or other Common Elements.
- 17) Grocery store carts are prohibited on the Condominium Property.
- 18) Owners are responsible for maintaining the locks on their mailboxes, including repair and key replacement.

- 19) Smoking is not permitted in the Interior Common Elements. This includes hallways, laundry rooms, storage rooms, or other common use areas.
- 20) If an occupant smokes in the Unit, the smoke is not permitted to exfiltrate into other Units. It is the responsibility of any smoker to ensure that proper ventilation, air purifiers, insulation, door seals, and/or other devices are installed to prevent such exfiltration.
- 21) If any occupant has a prescription for medical marijuana in the State of Ohio, this gives the occupant the right to ingest or vaporize the marijuana, but it cannot be smoked. Any residents who vaporize marijuana must ensure that it does not exfiltrate into the Common Elements or into any other unit. Any residents who complain about marijuana smoke have been advised to call the police, as smoking it remains illegal.
- 22) Owners will be held responsible for the actions and behavior of their tenants and guests.

IV) Maintenance Fees, Lien Procedure and Assessment for Violations

- 1) All assessments are due on the 1st day of the month and are considered late if not received by the 10th day of the month (“the late date”).
- 2) Payments must be made to the Association via the method approved by the Board of Directors.

- 3) After the late date, an administrative late charge of \$20.00 per month will be added for any late payment or on any balance of unpaid assessments. (Subject to increase upon further notice.)
- 4) The Association will apply any payments in the following order:
 - A. *Interest owed to the Association,*
 - B. *Administrative late fees owed to the Association,*
 - C. *Collection costs, attorney's fees and paralegal fees the owners Association incurred in collecting the assessment; and, finally,*
 - D. Oldest principal amounts the owner owes for common expenses or penalty assessments charged to the account.
- 5) Payments marked with notations contradicting the above order of application, as referenced in number four above, or disputing the amount owed, will not be applied to the account and will be returned to the titled owner and if the payment was electronic, the payment will be refunded.
- 6) Any unpaid assessment may result in collection action, including letters, liens, updated liens, suits for money judgment, and foreclosure. Once judgment is obtained, the Association may proceed with post-judgment action, including bank attachment and wage garnishment. Any costs the Association incurs in the collection of unpaid assessments, including non-sufficient bank fees, attorney's fees, recording costs, title reports, and court costs, will be charged back to the account.
- 7) While a foreclosure case is pending, partial payments will not be applied to the account and will be returned to the titled owner and if the payment was electronic, the payment will be refunded, unless, through a formalized payment plan or Receiver.
- 8) If any owner (either by their conduct or by the conduct of any occupant) fails to perform any other act required by the Declaration, the Bylaws, or the Rules and Regulations, the Association, after giving proper notice and an opportunity to request a hearing, may levy an enforcement assessment, undertake such performance, or cure such violation. Any costs the Association incurs in taking such action will be charged back to the account.

- 9) If an account is more than 30 days past due, the Association may suspend privileges including the right to vote, the use of the amenities, or the ability to apply for architectural approval.
- 10) If an account is more than 30 days past due and the Association becomes aware that the unit is vacant or abandoned then, in accordance with the Declaration, the Association may take action to secure the property to protect the common elements with all costs charge back to the account.

v) Maintenance Responsibilities

- 1) The Unit Owner is generally responsible for the maintenance, repair, and replacement of their own Units. At Golden Oaks, the Unit Owner is generally responsible from “the drywall, in.” These components that are a Unit Owner’s Responsibility include, but are not limited to:
 - A) Drywall repair and replacement;
 - B) Flooring repair and replacement;
 - C) Paint or wallpaper on the interior walls;
 - D) Appliances including garbage disposals;
 - E) Toilets, sinks, faucets, clothes washer (if applicable), bathrooms, and any associated plumbing serving that Unit;
 - F) Windows, screens, and doors;
 - G) All lighting fixtures, electrical outlets, and electrical lines serving the Unit;
 - H) Limited Common Element garage parking space;
 - I) Limited Common Element storage locker;
 - J) Control knobs, fixtures, and thermostats which serve the Unit; and
 - K) The heating and cooling equipment and devices serving the single Unit, from the point of disconnection from the common system.
- 2) The Association is generally responsible for the maintenance, repair, and replacement of the Common Elements. At Golden Oaks, the Association is generally responsible for the following components, unless otherwise provided for in the Declaration:
 - A) Common area hallways, laundry rooms, and storage areas;
 - B) Exterior building walls, foundation, and roof;
 - C) Driveways and landscaping, including snow removal;
 - D) Heating and Cooling systems that serve more than one Unit; to the point of disconnection where only a single Unit is served;

3) Negligence or Intentional Damage

- A) If the Unit Owner or Association negligently damages another Unit or Common Element, they will be responsible for the cost of repair.
- B) If the Unit Owner or Association intentionally damages another Unit or Common Element, they will be responsible for the cost of the repair, of reasonable builder grade materials (i.e., Association must cut out Unit drywall to access an Association responsibility pipe).

VI) Parking

- 1) The garage space assigned to each Unit must be used as the primary parking space for that Unit.
- 2) No vehicle is permitted to park in Fire Lanes or areas designated as “**No Parking**” and is subject to ticketing by Police, as well as immediate towing and all other remedies available to the Association. Any towing is done at the expense of the vehicle owner. The Association is not responsible for any damage to vehicles during the towing process.
- 3) No vehicle is permitted to park or unload on the lawn or sidewalk area of the premises and will be subject to an assessment of \$50.00 per day, plus repair costs and immediate towing by the Association, as well as other remedies available to the Association. Any towing is done at the expense of the vehicle owner. The Association is not responsible for any damage to vehicles during the towing process.
- 4) Each Unit is assigned one (1) garage parking space. That assignment will be designated by permanent marking on that space corresponding to that Unit number and address. Any vehicle found in an assigned space without written permission of the Owner and prior approval of the Board (whether or not a resident of Golden Oaks) which does not belong to the resident of the Unit assigned to that space, is subject to immediate towing by the Association as posted, at the expense of the vehicle owner. The Association is not responsible for any damage to vehicles during the towing process.

NOTE: Because someone is parking in a resident's space is not sufficient reason to use another resident's parking space. You must follow the procedures listed below to have your space cleared.

- 5) General (open area) parking spaces must be used for the overnight parking of residents' second vehicles only or guests. Storage of residents' unused vehicles on the property is prohibited, and such vehicles are subject to be towing and/or enforcement assessments placed.
- 6) Vehicles that will be in disuse for any period due to Owner's illness, vacation, etc., are to be reported to the Association's managing agent to avoid being considered abandoned or inoperative vehicles.
- 7) Parking of inoperative or unlicensed vehicles by a resident within an assigned space is strictly prohibited and is subject to removal by the Association if not restored or removed within 24 hours of notice posted on the vehicle.
- 8) All vehicles must have current license plates and must be in operative condition. Vehicles with flat tires, broken windows, and those leaking fluids are strictly prohibited.

Note: It will be the responsibility of the resident and Owner to advise the Association of their vehicles' condition. The Association will not be responsible for the vehicles impounded as abandoned because of the resident's and/or Owner's failure to contact the Association's Maintenance team or respond to notices posted on vehicles.

- 9) Any vehicle parked within the unassigned spaces and left in the same location for more than **seven (7) days**, may be tagged for removal. If that vehicle is not moved within 24 hours, it will be reported to the Police as an abandoned vehicle for impounding or towing by the Association.
- 10) Trucks over $\frac{3}{4}$ ton, trailers, motor homes and any other commercial or recreational vehicles are not to be parked in the parking area without the prior written permission of the Board. No vehicle over one (1) ton axle rating is permitted on the property except for move in/out.
- 11) A resident who finds his space occupied by another vehicle is to contact the managing agent to request towing. A resident cannot call in directly for a tow.

VII) Garages

- 1) Garages may not be used for the storage of unused vehicles, including, but not limited to classic cars, junk cars, trucks, motor homes, boats, jet skis, etc.

- 2) Furniture, boxes, junk, mattresses, and other items may not be stored in the garage spaces. The space shall, at all times, be cleared for primary vehicle storage.
- 3) No one may park in or block access to another resident's assigned garage space, or may be subject to immediate towing.
- 4) Garage assignments have previously been established. If you are uncertain as to your correct space, contact the Maintenance Team or Community Liaison. Each resident shall keep their designated garage maintained, clean and safe.
- 5) Repairs, servicing and changing or installing fluids of any type are prohibited on the Condominium Property.
- 6) Those garages equipped with storage cabinets will be kept free of trash and the doors securely fastened to prevent wind damage to doors.

VIII) Patios and Balconies

- 1) Only patio furniture, potted plants and similar accessories should be located on patios and balconies. They are not to be used for the storage of items such as, but not limited to, bicycles, boxes, tires, refrigerators, etc.
- 2) No flammable or hazardous items may be placed on patios or balconies.
- 3) Shaking rugs or mops over the balcony or sweeping dirt down into the area below is prohibited.
- 4) Cigarette butts must be properly disposed of in an ash tray or bucket with sand, which are cleaned regularly, in order to prevent fires. Flicking cigarette butts over the side of the balcony is strictly prohibited.
- 5) Do not hang rugs, clothing, laundry, wet bathing suits or towels, or other like items anywhere on the balcony or patio.
- 6) Any exterior architectural change or attachment of any kind, including screens, must receive the **prior written** approval of the Board.
- 7) Pets may not be tied to or left on patios or balconies.
- 8) Cooking and/or grilling on balconies or patios is strictly prohibited and prohibited by Ohio law.

IX) Trash Removal

- 1) All Trash must be removed from the Unit in a **sealed plastic bag** and deposited in the dumpsters.

No loose trash is to be placed in the dumpsters. **Nothing** is to be placed next to the dumpster.

- 2) Large items, such as boxes, must be broken down prior to being placed in the dumpster.
- 3) Large items such as rugs, furniture, appliances, mattresses etc. to be collected by the city must be placed at curbside no more than 24 hours prior to regular pick-up day (currently scheduled for Thursdays @ 7:30 a.m.). Notify the city of additional items outside of usual times, to be picked up Service Garage phone # (440) 356-5630.
- 4) If the Association is charged extra due to bulk pickup or fined due to improper garbage disposal, the offending unit owner and/or tenant will be responsible for the extra incremental cost.
- 5) Old mattresses must be discarded in a mattress disposal bag.
- 6) No resident shall litter on any Common Element.

X) Storage Lockers

- 1) Each Unit is limited to one storage locker.
- 2) Items kept in storage must be placed within the assigned locker and not obstructive to others utilizing the area.
- 3) No one is permitted to enter into another Unit's storage locker.
- 4) No animals, items with bugs, or odors, or other flammable or hazardous items may be kept in storage lockers.

XI) Laundry Rooms

- 1) The lint filters must be cleaned after each use of the dryers and the lint must be put in the waste basket.
- 2) Soaps, empty detergent packages or other debris must be placed in the waste basket or properly bagged and place in the outdoor dumpster.
- 3) Lights must be turned off upon leaving the laundry room.
- 4) Laundry must be removed from the machines as soon as it is finished. Unclaimed personal items may be discarded after 48 hours with no prior notice.
- 5) Laundry may not be left to dry in the laundry room.
- 6) No personal items whatsoever may be left in the laundry room.

XII) Bicycles

- 1) No motorized vehicle of any type may be kept within the buildings or on patios and balconies.

- 2) Bicycles may not be stored on patios or balconies or any area within the building other than that resident's Unit, or storage locker. Bicycle riding on walkways or lawn areas is prohibited.

XIII) Entrance Doors

- 1) All visitors must be identified before being allowed access to the building.
- 2) In order to protect the security of the Units, each resident must keep the entrance doors to the building closed at all times.
- 3) Propping open any exterior door is absolutely prohibited.

XIV) Windows and Window Coverings

- 1) No items whatsoever may be placed directly on Unit windows including, but not limited to, stickers or stick-on plastic forms, signs, etc.
- 2) Total replacement of Unit windows requires the prior written approval of the Board in order to conform to standards.
- 3) Owners must maintain screens and windows in a secure fashion without cracks or broken glass.
- 4) All Units must have drapes, shades, curtains or blinds. The use of blankets, sheets, etc., even as temporary window covering, is prohibited as a window covering.

XV) Animals and Pets

- 1) Dogs of any type shall not be kept in any Unit. No other animals of any kind shall be raised, bred or kept in any Unit or in the Common Elements and facilities, except that a cat or other domestic household pet may be kept in each Unit subject to the corrected Declarations "Animals and Pets"
- 2) Any animal causing or creating a nuisance or disturbance, or violating the Rules and Regulations shall be permanently removed from the Condominium Property upon three (3) days written notice from the Board.
- 3) Feeding of wildlife is strictly prohibited by the Association, as well as by the City of Rocky River Codified Ordinances, § 50-18. No person shall feed or provide food to wild animals, including, but not limited to Canada Geese, ducks, seagulls, pigeons, deer, wild turkeys, raccoons, coyotes, feral cats and other vermin. Failure to comply may result in enforcement assessments of up to \$200.00 per occurrence.

XVI) Insurance

- 1) Each Unit Owner is responsible for obtaining their own insurance for their personal effects, any loss of use coverage, or insurance to their Unit beyond the Association's coverage;
- 2) The Association's insurance covers the building and common elements in the event of catastrophic damage to the building(s). The Association's insurance policy will generally not cover claims for Unit damage of less than \$20,000.00 due to the amount of its deductible. It is the Unit Owner's responsibility to obtain coverage for nominal or low deductible property damage claims.
- 3) Only the Association shall be entitled to submit a claim on behalf of the Association's policy, as authorized by the Board.

XVII) Unit Inspection and Access Policy

- 1) The Association has an easement over the individual Units of the Association for maintaining the common elements pursuant to the Declaration of Condominium Ownership, in Article 13, Section B.
- 2) The Association, its employees, contractors, and/or representatives shall have the right to inspect any Unit upon three (3) days' prior written notice to the unit owner, stating the reason for such inspection, access, and/or repairs needed. The Unit Owner will be responsible for providing safe access to the affected area to be inspected.
- 3) If the Unit is tenant-occupied, the Association shall notify both the Unit Owner and the Tenant in writing.
- 4) In the event of an emergency, which is defined as an immediate and substantial threat to a Common Element or Unit that will result in significant property damage to such Common Element or Unit within the next 24 hours, the Association shall have an immediate right of access.
- 5) In the event of an emergency, as defined above, the Association may notify the Unit Owners and/or Tenants in writing, by phone, or by electronic mail, as the case so warrants.
- 6) Members may request, in writing, by mail or by e-mail to the community liaison or maintenance team, an alternative appointment to have the Unit inspected, if possible, and only in the case of a non-emergency.
- 7) If a non-emergency inspection request is ignored by the Unit Owner and/or Tenant for more than seven (7) business days, the Association may proceed with the following remedies, as it so chooses, as the case may warrant:

- A) Sending final notice of inspection or access to the Unit Owner and/or Tenant;
 - B) Imposing enforcement assessments of up to \$50.00 per day for the failure to allow access;
 - C) Imposing attorney fees on the Unit Owner's account when the Association is forced to employ legal counsel to obtain entry into the Unit; and
 - D) Obtain a restraining order and/or injunction to access the Unit, with any and all attorney fees and court costs charged back to the Unit Owner.
- 8) If an emergency inspection request is ignored by the Unit Owner and/or Tenant for any period of time, the Association may proceed with the following remedies, as it so chooses, as the case may warrant:
- A) Gaining entry to the Unit by forcible means, with any charge for a locksmith to be charged back to the Unit Owner;
 - B) Sending final notice of inspection to the Unit Owner and/or Tenant, if the case so warrants, but this is not mandatory;
 - C) Imposing enforcement assessments of up to \$1,000.00 per day for the failure to allow access;
 - D) Imposing attorney fees on the Unit Owner's account when the Association is forced to employ legal counsel to obtain entry into the Unit; and
 - E) Obtain a restraining order and/or injunction to access the Unit, with any and all attorney fees and court costs charged back to the Unit Owner.
- 9) Regular, periodic maintenance inspections shall take place no more than twice in a calendar year for the purposes of maintaining the Association responsibility systems and common elements.
- 10) All other non-emergency and emergency inspections shall take place as maintenance so requires, based upon the reasonable discretion of management, the Board, and/or the Association's contractors.
- 11) If the Association or other Unit Owner is forced to employ a contractor to fix an issue, and the Unit Owner and/or Tenant of the Unit needing access fails to comply with an inspection notice, the non-compliant Unit Owner will be responsible for the additional service call costs and the cost of any additional incremental damage incurred for the failure to allow access into the Unit.
- 12) When such access or inspections take place, a board member, the community liaison, maintenance team member, and/or other designated

member of the Association shall be present to supervise the needed access or inspection.

XVIII) Sales Procedure

- 1) Within fifteen (15) days of executing a purchase or sales agreement, the Unit Owner or real estate agent must notify the Management Company and arrange for a maintenance fee update letter and certificate of insurance for the buyer.
- 2) At the same time as above, the new Unit Owner must provide the following:
 - A) Names of all occupants;
 - B) Home and business mailing addresses;
 - C) Home and business telephone numbers;
 - D) Name, business address and telephone number of any person who manages the Unit on behalf of the Owner;
 - E) Sales price; and
 - F) Mortgagee.
- 3) Any change in the information required in A-D must be provided to the Board within 30 days of the change.
- 4) The Management Company will coordinate the paperwork with banks, real estate agents, appraisers, and escrow agents. A transfer fee for these services (currently \$150.00) will be charged to the seller and applied to his/her account per individual request.
- 5) The seller is responsible for providing the following information to the buyer:
 - A) **Copy of Declaration and Bylaws, and any amendments;**
 - B) **Copy of the Rules and Regulations;**
 - C) **Unit access door key(s), mailbox, and garage door key(s)**
 - D) **Garage door opener**
- 6) ***No "For Sale" or "Open House" signs are permitted at any time inside or outside of the Units.***

XIX) Lease Procedures

- 1) "For Rent" signs are prohibited.
- 2) Leasing or sub-leasing a Unit for transient or hotel purposes, as defined as periods of less than thirty (30) days, or providing hotel, laundry and similar services, or roomers/borders, is prohibited.
- 3) The Unit Owner must provide the Community Liaison with the following information before the tenant takes up residence:
 - A) Copy of lease;
 - B) Full name of tenant(s);
 - C) Names of all occupants of the unit;
 - D) Home and business telephone number of tenant(s).
- 4) The Unit Owner is responsible for informing the tenants of the Rules.
- 5) The Unit Owner is responsible for tenant violations of the Declaration, Bylaws, or Rules. The Unit Owner shall be responsible for rule violation assessments and all other damages and any recourse the Unit 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 the Declaration, Bylaws, and Rules.

XX) Reasonable Accommodation Requests

- 1) Golden Oaks complies with all Ohio and Federal fair housing laws. ***Occupants are required to comply with all restrictions contained in the Declaration and the Rules and Regulations.***
- 2) If an occupant requests a reasonable accommodation, they must contact the Association *prior* to noncompliance of any of the rules and restrictions contained in the Declaration or the Rules and Regulations, and obtain an approval for the accommodation.
- 3) Any occupants seeking a reasonable accommodation should contact the Community Liaison. Most occupants will be required to have their healthcare professional complete a Reasonable Accommodation Request form, to be turned into the Community Liaison.

- 4) The accommodation request must be granted by the Association, in writing, prior to any installation and/or noncompliance with existing rules and regulations.

XXI) Emotional Support Animals

- 1) Dogs as pets are prohibited upon the Condominium Property and Association grounds.
- 2) An emotional support animal is only permitted in the Unit which it resides and on the Common Elements nearest to such Unit.
- 3) No emotional support animal shall be kept, bred or maintained for any commercial purpose.
- 4) Any emotional support animal which, in the sole discretion of the Board, creates or causes a nuisance or unreasonable disturbance. makes objectionable noise or odors, or endangers the health of Owners or guests, shall be removed on a permanent basis from the Condominium Property upon three (3) days' notice from the Board.
- 5) An emotional support animal shall not be permitted upon the Common Elements unless accompanied by someone who can control the animal and unless carried or leashed with a proper leash. An emotional support animal must not be permitted to run loose on the Condominium Property.
- 6) No emotional support animal shall be tied, tethered, kenneled, or housed outside of a Unit or on a patio. This includes staking the animal, or providing a "dog run" outside of any Unit.
- 7) Any Owner or Occupant who keeps or maintains any emotional support animal on any portion of the Condominium Property shall be deemed to have indemnified and agreed to hold the Association and each Owner, free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium Property.
- 8) An emotional support animal owner shall be held liable for any and all damages caused by their animals to any Condominium Property including, but not limited to, carpet, walls, shrubs, bushes, trees, and grass, with all costs to be paid by the owner to restore the damage to its original condition, or at the sole discretion of the Association, to replace with like quality material if anything damaged cannot be restored to its original new condition.
- 9) All emotional support animals shall be inoculated as required by law, and provide proof of the same on an annual basis to the Association.

- 10) Any and all emotional support dogs shall have all proper registration as required by law, including proper registration with the Cuyahoga County Fiscal Office, and provide proof of the same on an annual basis to the Association.
- 11) No Owner or Occupant shall keep any emotional support dog in his or her Unit that has been determined to be a vicious or dangerous dog in accordance with local ordinances. (See Ohio Revised Code §955.11.)
- 12) Any Owner or Occupant who keeps an emotional support animal is responsible for immediate and complete clean up after the emotional support animal. Failure to do so will result in possible enforcement assessments of \$50.00 per occurrence and/or an enforcement action to remove the animal from the premises.
- 13) All emotional support animals must be registered with the Association, and may only be kept by those occupants who have requested and been granted a reasonable accommodation due to a disability, as set forth on the Association's Reasonable Accommodation Request Form. To register an emotional support animal with the Association, you must provide in writing your name, contact information, the animal's name, age, type of animal, breed, county registration number, a picture of the animal, the number of years the pet has been owned, proof of current vaccinations, whether the animal has been spayed or neutered, any past history on the animal that may qualify the animal to qualify as a dangerous animal, and any other identifying information. Thereafter, the information on each animal shall be updated upon request from the Board.
- 14) The Occupant shall obtain an insurance policy at Occupant's expense for general liability should the dog substantially damage the Property, or cause harm to another Occupant of the Property or their guests. Said insurance policy must name the Association as an additional insured and cover general liability of at least \$100,000.00. The animal may not be kept on the premises until a copy of the Declaration page of the insurance policy is provided to the Association.

Emergency Contacts

Public or Health Emergency number 911 (Emergency Only)

Management Company (330) 688-4900 (if there is a property emergency after regular business hours please listen to the voicemail prompts and leave a message on the emergency line. If the report is a true emergency you will receive a call back promptly. **Police** (440) 331-1234 (Police Services)

Fire (440) 331-1212 (Fire Services)

Animal Control (440) 356-5636

Trash and Recycling Guidelines

| .If the item is... | Place it... |
|--|--|
| Common household trash in a securely tied tall kitchen" (20 gal) or larger trash bag. Broken down and flattened boxes Bagged in Larger single trash bag: All Trash | In the dumpster In the dumpster In the dumpster |
| Renovation materials, furniture, appliances, heavy objects, newspapers (properly bundled). Contractors MUST take their waste materials with them. Mattresses and box springs MUST be placed in a mattress bag or completely wrapped in plastic or the City will not pick them up. | Out front on the tree lawn, early Thursday morning, or <u>after 6PM Wednesday</u> . <i>Notify the city of additional items outside of usual times, to be picked up Service Garage phone # (440) 356-5630.</i> |
| Recycling – <ul style="list-style-type: none"> • <u>Glass Bottles</u>- all colors, clean, with lids removed • <u>Metal Cans</u>- all metals including aluminum, clean • <u>Plastic Bottles</u>- designated 1 and 2 on the bottom of container, clean, caps removed. (Please Note: It is not necessary to remove the labels from these items.) | Waste to be recycled must be placed in <u>blue bags</u> . Acceptable items do not need to be separated and can be <u>co-mingled</u> in the same blue bag. Filled blue bags should be tied (do not use metal twist ties) and placed along with other solid waste and they will be picked up on the regular collection day.. |

**GOLDEN OAKS CONDOMINIUM OWNERS ASSOCIATION
COMPLAINT FORM**

Your Name (print): _____

Your Address: _____

Your Phone Number: _____ E-mail: _____

Please give a brief description of the violation (animal, noise, etc.):

Date(s) of Violation: _____

Time(s) of Violation: _____

Location of Violation: Unit _____

Name of Offender (if known): Renters / parents of renters in Unit:

Witnesses: _____

Please attach any pictures or video evidence of the incident.

Were the Police called? (Circle one): Yes No

If "Yes", what were the results?

If applicable, did the police give you a police report number? If so, what is the number?

Name (please print)

Signature Required

Date

RECEIVED BY Golden Oaks:

Date

Manager or Other

In the event of an enforcement assessment hearing, or court hearing, copies of complaints and the Complainant party identity will be made available to the alleged violator.

REASONABLE ACCOMMODATION REQUEST VERIFICATION

Date: _____

To: _____
Health Care Provider's name

Health Care Provider's Address

From: Golden Oaks

II. RE: REQUEST FOR ACCOMMODATION

Occupant's Name:

Occupant's Address:

The occupant named above has requested that our community association accommodate his/her disability by (state the nature of the accommodation request):

Under normal circumstances, our policy would require us to deny said request. However, under federal law, if an individual with disabilities requests a reasonable accommodation to that disability, we must consider the request. To do this, we must verify that the individual qualifies as disabled under federal law and requires accommodation in order to have an equal opportunity to use and enjoy his/her home.

We would appreciate your cooperation in answering the questions on this form and returning it to the address listed above. The member has consented to this release of information as shown below.

INFORMATION REQUESTED:

I hereby declare under penalty of perjury, that the following statements are true and correct to the best of my knowledge:

1. _____ is my patient whose address is _____

2. My name, business address, and business telephone number are as follows:

3. I am a(n) duly licensed physician/accredited health care provider [strike one] in the State of Ohio. My physician's license number is: _____. If not a physician, my accreditations are _____ and my title is _____.

4. I am also certified in the following medical specialty(ies), if any:

A. Definition of "Disabled"

Under federal law, an individual is disabled if he/she has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment.

The term "physical or mental impairment" includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech, and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, mental retardation, emotional illness, drug addiction, and alcoholism. This definition doesn't include any individual who is a drug addict and is currently using illegal drugs, or an alcoholic who poses a direct threat to property or safety because of alcohol use.

5. I hereby certify that the Patient is a disabled person pursuant to the above definition from the Fair Housing Act due to the following condition or for the following reasons:

6. If you have certified that the patient is disabled in No. 5 above, can this condition be treated to prevent any substantial limits in any of the Patient's major life activities? Explain any qualifications to your answer.

7. If your answer to No. 6 indicates that the condition is treatable, is the Patient's condition being treated to prevent any substantial limits in any of the Patient's major life activities? Explain any qualifications to your answer.

8. I am aware that the Patient has requested a waiver of the above Association's recorded declaration, covenants, rules, regulations, or policies or is requesting an accommodation in the enforcement of those declarations, covenants, rules, regulations or policies as follows: [filled in by Association, Health Care Provider, or Patient, as the case may be]:

9. I hereby certify that Patient's request in No. 8 alleviates or mitigates Patient's disability described in No. 5 or otherwise assists patient in using and enjoying the Patient's home or the common elements in the Association for the following reason(s):

10. I hereby certify that the patient's request is required and that there are no alternative accommodations that would not violate the Association's governing documents and rules and regulations, that would alleviate or mitigate the patient's disability to the same or a similar extent. If there are alternatives that comply with the Association's governing documents and rules and regulations, please state the alternatives:

11. I understand that the Association has proposed, as a reasonable accommodation to Patient, the following: [if applicable]

12. I certify that the reasonable accommodation proposed by the Association is satisfactory/is not satisfactory [strike one]. If you believe it is not satisfactory, please justify your response below: [complete only if No. 11 is completed]

13. I understand that this information is solely for the internal use of the above-named Association, that it will be kept confidential and will be provided only to authorized representatives of the above-named Association who periodically may need to verify and re-validate that this information is still correct.

14. I understand that, if a dispute arises concerning these issues, I may be called upon to testify concerning my professional opinions set forth in this document.

I declare under penalty of perjury under the laws of the State of Ohio that the foregoing statements are true and correct.

Executed at _____, on _____, 20_____.

Health Care Provider's Signature: _____

Medical License Number (if Physician): _____ Date: _____

Firm/Organization: _____

RELEASE:

TO THE OCCUPANT:

YOU DO NOT HAVE TO SIGN THIS FORM IF THE NAME OR ADDRESS OF EITHER THE COMMUNITY ASSOCIATION OR THE HEALTH CARE PROVIDER IS LEFT BLANK.

RELEASE: I hereby authorize the release of the requested information. Information obtained under this consent is limited to information that is no older than 12 months. If there are circumstances that would require the community association named above to verify information that is up to five years old, they would be authorized by me on a separate consent, and attached hereto.

Signature _____ Date: _____



**GOLDEN OAKS CONDOMINIUM OWNERS ASSOCIATION
MAINTENANCE-WORK ORDER REQUEST FORM**

Person Requesting Maintenance/Work:

Priority: URGENT _____

Time Scheduled:

Within the week _____

Date Scheduled:

Within the next month _____

Emailed work order to Paul: YES _____ NO _____

Texted work order to Paul: YES _____ NO _____

If assigned to maintenance assistant, please list person assigned here:

If Outside Contractor:

NAME/COMPANY of Outside Contractor:

Outside Contractor Contact Phone:

Name of Unit Owner and Tenant (print):

Unit Address:

Unit Contact Phone Number:

E-mail:

Brief description of the complaint/work to be completed:

Date(s) of Inspection:

Time(s) of Inspection:

Person(s) Completing Inspection:

Date(s) of Work Performed:

Is this a Unit Owner Responsibility? YES _____ NO _____

If YES, amount, which MUST be billed to owner: \$ _____

If YES, date billing sent to KareCondo to bill to Unit Owner's Account: _____

Person authorizing unit owner responsibility work:

Record RECEIVED BY Golden Oaks Date: _____ **Manager or Other (name here):** _____

Date Communicated Inspection Results/Work Complete to Owner: _____

Who communicated results/work complete to owner? _____

PARKING SPACE LEASE AGREEMENT

This Parking Space Lease Agreement (“Agreement”) is made on _____, 202__, by and between The Golden Oaks Condominium Owners Association, Inc., (“Association”), whose mailing address is: c/o Kare Condominium Management Co., P.O. Box 1714, Stow, Ohio 44224, and _____ (“Owner”) whose mailing address is _____

(Association and Owner together know as “Parties” and singularly as “Party”).

A. The Association is a condominium association formed to administer and operate the Golden Oaks Condominium as set forth in the Declaration of Condominium Ownership, recorded at Volume 14853, Page 419 et seq. of the Cuyahoga County Records (“Declaration”).

B. Article IV, Section 9 of the Bylaws for Golden Oaks Condominium contemplates the lease of common element garage spaces located on the Golden Oaks Condominium Property (“Condominium Property”), and Bylaws Article II, Section 10(e), as amended, authorizes the Board of Directors to lease the common elements;

B. Owner is the occupant of _____ within the Condominium Property; and

C. Owner desires to lease garage space # _____ (“Garage Space”) and Association has agreed to lease the Garage Space to Owner under the terms and conditions of this Agreement.

NOW THEREFORE, in accordance with the mutual covenants and conditions stated below, Association and Owner agree as follows:

1. Premises. The Association hereby leases the Garage Space to Owner, subject to the terms and conditions stated below.
2. Term. The “Term” of this Lease will begin on _____ and end on _____. After the Term expires, the Lease will automatically renew on a month-to-month basis unless terminated by either Party by written notice given to the other Party at least 30 days prior to its termination date.
3. Rent.
 - a. In consideration for the lease of the Garage Space, Owner agrees to pay rent to the Association. Rent will be in the amount of \$_____.00 per month in advance to be paid with the Owner’s monthly assessment (also called maintenance fees), without demand from Association.

b. Any rental payment that is more than ten days late will be subject to the same late payment amount as is charged for the late payment of Association monthly assessments. If Owner fails to pay Rent with the monthly assessment, a \$3.00 administration fee will be added to the payment.

c. Owner may prepay rent for the entire Term in their discretion. In the event Owner prepays rent and this Agreement is terminated prior to the end of the Term, Owner is entitled to a pro-rata reimbursement of the prepaid rent amounts from Association, except that any amounts expended by Association in enforcing this Agreement will be deducted from such reimbursement.

4. Alterations. Owner may not make any alterations, additions, or improvements to the Garage Space structure, the area within the Garage Space, or the areas immediately adjacent to the Garage Space without prior written consent of the Association.

5. Use. Owner will use the Garage Space solely for parking of a single automobile. The automobile authorized to park in the Garage Space is described below.

Make _____ Model _____
License No. _____ Color _____

In the event Owner desires to park a different automobile in the Garage Space, Owner must provide Association with written notice of the make, model, license number, and color of the automobile. At no time may more than one vehicle be parked or stored in the Garage Space.

6. Assignment and Sublease. This Agreement is exclusively between Association and Owner. Owner may not assign, sublet, or otherwise convey this Agreement to any third party. If Owner conveys any of their interest under this Agreement to a third party, the Agreement will automatically terminate.

7. Parking Rules. Owner must at all times comply with any and all Association parking rules, which Association may modify from time-to-time at its sole discretion. Notice of such parking rules may be provided by written notice or through signage posted on the Condominium Property. Owner agrees to remove all possessions from Garage Space upon 48 hours' notice from Association regarding needed cleanings or repairs to the Garage Space or Condominium Property near the Garage Space. Owner agrees if Owner fails to remove their property following said notice, Association can use self-help to remove property, and Owner will be responsible for all costs incurred by Association in performing said self-help.

8. Damage to Garage Space. Owner is responsible for any damage to the area within the Garage Space, or the areas immediately adjacent to the Garage Space caused by Owner or Owner's agent(s) or guest(s). If damage to any of the above property is discovered by

Association, Association may repair the damage and charge the costs of such repair to Owner.

9. Indemnification. Owner agrees to indemnify, defend, and hold harmless Association, its Board members, officers, managing agent, employees, and its unit owners, and all of their heirs and assigns, against all liabilities, claims, losses, or damages or bodily injury that may arise out of, relate to, or be caused by the operation or use of any portion of the Garage Space.

10. Termination. In addition to Section 7 above, if Owner defaults in the performance of any of Owner's obligations under this Agreement, Association will give Owner notice of such default, and if Owner does not cure any such default within five business days after receiving such notice, Association may terminate this Agreement immediately. Owner's subsequent breaches are subject to immediate Agreement termination. Either Party may terminate this Agreement without cause after 30 days written notice of termination to the other Party. Additionally, in the event Owner moves out or otherwise ceases to occupy the Garage Space, the Agreement will be automatically terminated. Upon termination of this Agreement, Owner must surrender the Garage Space to Association. Upon termination, Association may at anytime resume possession of the Garage Space by any lawful means, including self-help. Owner is liable for any and all costs including Association's reasonable attorneys' fees, in enforcing the terms of this Agreement or curing any breach of same, including without limitation, pursuing collection of any damages, repairs, past due payments, or other sums due the Association pursuant to this Agreement.

11. Removal of Property. After the date of this Agreement's termination, Association may remove any and all property remaining in the Garage Space. Any and all property left in the Garage Space after this Agreement's termination will be removed, stored, or otherwise disposed of by Association at Owner's sole risk. The Association will not be responsible for the preservation of such property, provided however, that Association will not dispose of any property removed from the Garage Space until 30 days after this Agreement's termination. Owner waives all rights to make a claim for damage or losses based on Association's removal, storage, or disposal of the Garage Space's contents after this Agreement's termination. Owner will reimburse the Association for its expenses in removing, storing, and disposing of such property within 10 days of Association's written invoice for the same.

12. Waiver of Breach. The failure of either Party to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option or right conferred, on any one or more instances, shall not be construed to be a waiver or relinquishment of any such option or right, or of any other covenants or agreements, but the same shall be and remain in full force and effect.

13. Interpretation. This Agreement is to be performed and interpreted under the laws of the State of Ohio. This Agreement will be construed according to the fair meaning of the language used and not strictly construed in favor of or against either Party.

14. Signatory for Association. All agreements of performance on the part of signatories for Association are agreements to perform by the Association. No signatory for Association assumes, nor will he or she be under, any personal liability or obligation by reason of this Agreement.

15. Notice. All notices and other communications required or permitted will be deemed sufficiently given or served if personally delivered, transmitted by facsimile or electronic communication, or sent by regular U.S. mail addressed to the Parties as set forth above or to such other address as any Party may, by written notice, designate for such purpose.

16. Entire Agreement. The terms included in this Agreement constitute the entire agreement by and between the Parties.

17. Acknowledgement. Owner acknowledges that they have read and understand the terms and conditions of this Agreement and that they have had the opportunity to have this Agreement reviewed by an attorney at law of their choosing prior to entering into this Agreement.

THE GOLDEN OAKS CONDOMINIUM _____
OWNERS' ASSOCIATION, INC. ("Owner")
("Association")

By: _____ By: _____
Print: _____ Date: _____
Title: _____
Date: _____