

The Muirwood Village Condominium Owners Association, Inc.



Handbook of Rules, Regulations & Information

Date enacted: September 10, 2024 Date effective: November 1, 2024

WELCOME TO MUIRWOOD VILLAGE

On behalf of the Association, we would like to welcome you to The Muirwood Village Condominium Owners Association, Inc. We hope you find Muirwood Village Condominium a very nice place to live. To help accomplish this, we have established a Handbook of Rules, Regulations and Information that pertain strictly to living at Muirwood Village in a condominium atmosphere. These common sense Rules and Regulations take into consideration the health, safety and comfort of our occupants. We hope you will find them reasonable and will cooperate by upholding them.

We ask that you keep this Handbook handy and refer to it when necessary. If something arises that may not be covered in the Handbook, please do not hesitate to contact Management Company.

Additional information is contained in the Declaration and By-Laws as recorded with Lorain County Records. A copy of the Declaration and By-Laws and all current amendments may be obtained from the Management Company at no charge via email or for a modest copy/administrative fee for hardcopies, but, at no charge for the first copy.

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

Sincerely,
The Board of Directors
The Muirwood Village Condominium Owners Association, Inc.

CHANNELS OF COMMUNICATION

The Board of Directors consists of five (5) individual Unit Owners elected by their fellow Unit Owners. Board members serve without compensation and are responsible for making the decisions affecting our Condominium Property and Association. Decisions concerning the Condominium Property are made during the Board's regular meetings, which are typically held monthly.

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 Unit Owners, contractors and vendors. If you have questions or concerns about the maintenance of the Condominium Property, please direct the matter to the Management Company by phone or in writing. In case of an emergency (such as a fire), you should contact the local 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 by majority vote that are brought to their attention by the Management Company. The only exception is that you should send a letter directly to the Board concerning problems that you may have with the Management Company by placing your correspondence in the clubhouse exercise room drop box. Again, all other communications must be directed through the Management Company to assure that your concerns and questions are properly addressed and answered. Any maintenance performed by a vendor on behalf of a Unit Owner at the Unit Owner's expense will not be reimbursed if that Unit Owner did not contact the Management Company and utilize proper channels in order to have the maintenance issue remedied.

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INTRODUCTION

The Muirwood Village Condominium is comprised of 228 condominium Units within 50 Buildings, 1 clubhouse and 4 garage Buildings. The street addresses are numbered beginning with 35133 through 35389 Greenwich Avenue and 35411 through 35977 Westminister Avenue, North Ridgeville, OH 44039.

Located in the City of North Ridgeville, the Condominium Property is served by the North Ridgeville Police Department, the North Ridgeville Fire Department and the North Ridgeville branch of the U.S. Postal Service.

Roads within the Condominium Property are dedicated and are maintained by the City of North Ridgeville.

All Units are individually metered, and therefore all utilities (e.g., water, sewer, gas and electric) are paid by the individual Unit Owners. Rubbish pickup is performed by the City every Tuesday. Please contact individual utilities or the City if you have any issues.

As a private Condominium Association, we are governed by the recorded Declaration and By- laws. We elect our Board of Directors, which is composed of five Unit Owners, each serving a two-year term. The Board manages Association affairs on behalf of all Unit Owners. The Board of Directors normally meets on the second Tuesday of each month at 10:00 a.m. Monthly meetings are open to all Unit Owners and occupants and are held in the Muirwood Center (the clubhouse). Any change to day or time of the meeting will be posted in the mail hut.

The Annual Meeting for the election of Board Members is held on an evening of September each year at the Muirwood Center, provided it does not fall on a holiday (in which case the meeting would be on the following business day).

KareCondo, a professional Condominium Property management firm, handles the day-to-day management operations of the Association. KareCondo is responsible for the billing and collection of monthly assessments, obtaining bids for services rendered to the Association (e.g., snowplowing and landscaping) and monitoring these services. It also acts in an advisory capacity to the Board of Directors. Any questions or inquiries must be directed to KareCondo via phone (330-688-4900), email (info@karecondo.com) or the website (www.karecondo.com). For true emergencies that threaten Condominium Property or persons, KareCondo's 24-hour emergency number is (330) 688-4900.

I.

A. COMMON ELEMENTS - GENERAL

1. Littering is prohibited. Leaving personal property in the Common Elements is prohibited, except as specifically authorized by these rules, including but not limited to bicycles, vehicles, lawn ornaments and furniture.
2. Damage to the Common Elements will be repaired or replaced by the Association at the expense of the responsible Unit Owner. Unit Owners will be held responsible for any damage caused by their tenants or guests.
3. Noise that constitutes a nuisance or disturbs other occupants within the Common Element is prohibited. Creating noise that can be heard inside another Unit is prohibited.
4. Feeding of wildlife is prohibited except for hummingbird feeders. Leaving any food or animal food outside the unit is prohibited.

B. GARAGES & PARKING

1. Except designated parking areas, parking vehicles on Common Elements is prohibited.
2. The garage must be used as the primary parking space for all occupants.
3. All garage doors must be kept closed when not in use for entering or exiting the garage.
4. Only minor maintenance to motor vehicles (limited to interior cleaning and changing a tire), is permitted in a garage. Oil changes are prohibited on the Condominium Property.
5. Leaving flammable or hazardous items in a garage is prohibited.
6. During the snow removal season, drives with parked vehicles will not be plowed.
7. Parking in front of garage is prohibited except for a short amount of time, such as unloading groceries or washing the vehicle. One hour parked in this location will not be considered a short amount of time.

C. MOTOR VEHICLES

1. The speed limit is 10 miles per hour in private driveways.
2. All vehicles on the Condominium Property must bear current license tags and be capable of legally driving on public roads. Any abandoned or disabled vehicle that is left unattended for a period exceeding 72 hours, or any prohibited vehicle regardless

of time, may be towed and stored at the owner's expense in addition to all other remedies.

3. Vehicles that are leaking fluid are prohibited from the Condominium Property. Unit Owners are responsible for the immediate cleanup of any leaked fluids.
4. The following vehicles are prohibited from being parked, stored, kept or maintained within the Condominium Property unless garaged:
 - a. Trucks or vans in excess of 3/4 ton
 - b. Vehicles licensed, painted or signed for commercial purposes
 - c. Buses
 - d. Boats
 - e. Recreational vehicles, including campers and/or mobile homes
 - f. Trailers
 - g. Snowmobiles, skimobiles and/or jet skis

D. SIGNS One "Open House" sign is permitted on Saturdays and Sundays between the hours of 12:00 p.m. and 6:00 p.m. Signs are prohibited from being displayed on or from any part of the Building, Unit or Condominium Property without prior written approval of the Board.

E. MUIRWOOD CENTER I

1. Occupants of Muirwood Village in good standing may reserve the Muirwood Center (the Clubhouse/Party Room) provided they must be in attendance inside the center throughout the entire event. Contracts, however, must be signed by a Unit Owner and Occupant, if the occupant reserving the Muirwood Center is not a Unit Owner.
2. A \$60.00 usage fee and a \$150.00 security deposit are required via two separate checks made payable to The Muirwood Village Condominium Association, Inc. Only checks from the Unit Owner will be accepted.
3. The Party Room will be inspected before and after each event. The Muirwood Center must be cleaned, in order, and vacated by midnight. Unit Owners are responsible for any damages or messes left behind.
4. The Party Room may be reserved for parties with a maximum of 67 guests inside the Muirwood Center at any time.

5. Guests may only park in the Muirwood Center parking lot outside the Party Room or on the north side of Greenwich Avenue.
6. Use of the exercise room or swimming pool during your event is prohibited. Events must be confined to the Party Room only.
7. Loud music or noise that can be heard outside of the room is prohibited.
8. Persons are prohibited from using the kitchen unless they have reserved the Party Center. Rental of Muirwood Center does not include use of the pool.
9. Persons wearing swim attire may only enter the Muirwood Center (or exercise room) to use the restrooms. Please be mindful that the floors are very slippery when wet; be courteous and dry off before entering the facility. The Unit Owner must inform all guests about this danger. Persons in diapers must wear waterproof/rubber pants. Soiled diapers must be taken home for disposal.

F. EXERCISE ROOM

1. Only occupants of Muirwood Village may use the Exercise Room.
2. Dry clothes and tennis shoes must be worn at all times; persons wearing street shoes and/or bathing suits may not enter the Exercise Room.
3. Pets are prohibited in the Exercise Room at all times except service animals that the Association has granted a written accommodation for.
4. Persons under the age of 16 must be under adult supervision at all times (Adult must be an occupant at least 18 years of age, or older).
5. The Board and Management reserve the right to revoke amenity privileges for anyone in violation of the rules.
6. The Exercise Room is available 24 hours a day (even though the door is always locked).
7. If a machine is not working properly, please notify Management immediately.
8. Please be considerate of others and wipe down exercise equipment after use.
9. It is advised that you consult your physician before beginning an exercise program.

G. SWIMMING POOL

1. The pool is open daily from 10:00 a.m. to 9:00 p.m. Memorial Day weekend through Labor Day weekend. Only Occupants are permitted to use the pool from 10:00a.m. until noon Monday through Friday. The pool may be closed at the discretion of the Board or Management due to inclement weather or for any safety or health reason.
2. A pool fob may be obtained by contacting the Management Company. The replacement cost per fob is \$50.00.
3. Individuals less than 16 years of age must be accompanied and supervised by an adult (adult must be an occupant at least 18 years of age, or older).
4. Guests must be accompanied by an occupant at all times when using the pool. Occupants must register the number of guests and are responsible for the conduct of their guests at all times.
5. All pets are prohibited from the pool area at all times except service animals that the Association has granted a written accommodation for /pets, excluding one day following pool closure for summer for pet swim day.
6. Glass, alcoholic beverages and gum are prohibited in the pool area. Food and beverages may be enjoyed in the picnic area gazebo (east end of the pool) only. Food is prohibited in the pool deck area, Muirwood Center and exercise room. A broken glass bottle or accidental "poo" may require the pool to be drained, cleaned and refilled at the responsible occupant's expense.
7. Persons are prohibited from using the kitchen unless they have reserved the Party Center. Rental of Muirwood Center does not include use of the pool.
8. Persons wearing swim attire may only enter the Muirwood Center (or exercise room) to use the restrooms. Please be mindful that the floors are very slippery when wet; be courteous and dry off before entering the facility. Persons in diapers must wear waterproof/rubber pants. Soiled diapers must be taken home for disposal.
9. Trash must be deposited in the provided trash containers.
10. Private pool parties are prohibited.
11. Smoking in the pool, pool area, patio or surrounding grounds is prohibited.
12. Use of the telephone is limited to pool emergencies only.
13. No conduct is permitted that constitutes a nuisance or a safety hazard in the pool area. Ball playing in the pool/pool area and tossing coins in the pool are prohibited.
14. Diving is prohibited, including cannonballs.

15. Persons are prohibited to hang, sit, lie or jump off the pool rope or undo the rope.
16. All free-floating supports, rafts, inner tubes, etc., with the exception of single Styrofoam Noodles, are prohibited in the pool unless approved by the American Red Cross for safety. Any person using body-attached water wings must be under adult supervision (within immediate proximity of such person) at all times.
17. The Association may suspend swimming privileges as deemed necessary. If your privileges are suspended, your guests are prohibited from using the pool/pool area.
18. Swimming is at your own risk. Neither Management nor the Association assumes any responsibility for the safety of swimmers, damage to hair, clothing or eyes or for articles left in the pool area.
19. Waivers and pool passes are mandatory. Please make sure you sign a waiver and get a pool pass.
20. A handicap chair is available. If needed, contact the Board for a key and a waiver/instructions document.

H. LANDSCAPING

1. Unit Owners/occupants are prohibited from planting any landscaping material (plants, trees, etc.) in the Common Element.
2. Only Unit Owners of Units in *Buildings 2, 3 and 4 on Westminister Avenue and Building 15 on Greenwich Avenue* are permitted to install plantings on the outside of their fences and parallel to the sidewalk, located within 2-3 feet of the patio fence. All other landscaping material (including, but not limited to, rocks, tiles, stones, rails, etc.) and plantings of trees, bushes, fruit or vegetables of any kind are prohibited in these areas. Occupants on *Greenwich and Westminister Avenues* are permitted to plant flowers or small shrubs inside of their patio fence, inside of the sidewalk by the driveway and by the brick without prior approval from the Board. The Unit Owner is responsible for all maintenance or replacement of these landscaped areas.
3. Any changes or additions to shrubs, bushes or trees are prohibited without the Board's prior, written approval.
4. All decorations and/or furniture are prohibited in the Common Element except Unit Owners may place no more than three (3) of the wing items, in total, in their "L-beds:" statues no taller than twenty-four (24"), potted plants, or lawn ornaments no larger than twenty-four inches by twenty-four inches (24"x24") in addition to any shepherd hooks as described in Article II(E).

5. Red Flag Program is available for those wishing to take care of (weeding , trimming etc.) their own “L” areas. Applications are available from Kare Condo.

II. ENVIRONMENT OF LIMITED COMMON ELEMENTS

Certain parts of the Common Element are built and designed specifically for each individual Unit. The Limited Common Element includes the following:

A. WINDOWS AND DOORS

- i. A request for installation or replacement of a door, storm door and/or window(s) must be submitted in writing to the Management Company for Board approval.
- ii. Use of plastic or other non-glass window or door liners prohibited on the Unit exterior.
- iii. Only curtains, drapes and vertical or horizontal louvers are permitted as window treatments. Bed sheets, newspapers or other non-window coverings are prohibited.
- iv. Broken windows and torn screens must be repaired immediately by the Unit Owner at his or her expense.

B. SKYLIGHTS/SOLAR TUBES

The installation of skylights/solar tubes is permitted only under the following conditions:

- i. The newly installed skylight or solar tube must be aesthetically consistent with other skylights and solar tubes that have been installed throughout the property.
- ii. All repairs and/or maintenance to skylights or solar tubes are the Unit Owner's responsibility.
- iii. By having skylights or solar tubes installed, the Unit Owner acknowledges that any preparation cost and/or other associated fees are to be borne by the Unit Owner.
- iv. Any damage to the Common Element as a result of the installation of a skylight or solar tube will be repaired by the Association at the Unit Owner's expense.

C. PATIOS

- i. Personal property other than furniture designed and sold for outdoor use is prohibited on the patio.

- ii. Unit Owners, at their own expense, may place one of the three gates as explained below.
 - A. Permanent gate through fence company to match existing fence.
 - B. Freestanding wrought iron gate no taller than current fence; black or white; cannot be attached to fence or building
 - C. Black or white accordion aluminum fence no taller than 32 inches

D. AWNINGS

The installation of an awning is permitted only if the following conditions are met prior to installation:

- i. Only a SunSetter Awning in the color "Sand" that does not exceed 15 feet may be installed.
- ii. The awning must be installed by an authorized dealer/installer, and all costs related to the installation or removal (including, but not limited to, any fees/damages, etc.) must be borne by the Unit Owner.
- iii. Any unauthorized awning installations will be removed at the Unit Owner's expense.

E. SHEPHERD'S HOOKS

- i. Unit Owners may place one (1) shepherd's hook, black in color only, in the planting bed adjacent to their respective AC Unit.
- ii. Unit Owners may place two (2) shepherd's hooks, black in color only, in the planting bed between their walkway and Unit (i.e., the "L" bed).
- iii. Only potted planting material (flowers/plants) may be hung from shepherd's hooks.
- iv. Dead/dying planting material (referred to in Item 3 above) must be removed or replaced within a 48-hour period.

III. MAINTENANCE AND REPAIR RESPONSIBILITIES

The Declaration of Condominium Ownership and the By-Laws of The Muirwood Village Condominium Unit Owners' Association, Inc. should be read by all Unit Owners and occupants. Together, they fully explain the operation and maintenance of your Association. The following information was taken from these documents to assist you in maintaining your individual Unit.

However, additional information can be found in the aforementioned governing documents.

A. ASSOCIATION RESPONSIBILITIES

The Association is responsible for the reasonable maintenance, repair and/or replacement of the following:

1. Building roofs and foundations
2. Siding and trim
3. Gutters and downspouts
4. Patio Fences
5. Common Element landscaping and snow removal
6. Parking areas and driveways
7. Common Element utilities
8. Association's master insurance policy
9. Muirwood Center and the swimming pool
10. Mail Huts
11. Carriage Light Fixtures (Bulbs are unit owner).

B. UNIT OWNER RESPONSIBILITIES

Unit Owners are responsible to report promptly to Management any need for repairs that are the responsibility of the Association. In addition, Unit Owners are also responsible for the reasonable maintenance, repair and/or replacement of the following items:

1. All space bounded by the undecorated interior surfaces of the perimeter walls, floors and ceilings, including anything built and installed for the exclusive use of the Unit
2. All doors (including frames, jams, door screens/glass and garage doors/equipment)
3. All windows (including frames, sashes, screens and glass)
4. Patios
5. All heating and cooling equipment and ventilation pipes serving only the Unit.
6. All plumbing serving only the Unit and located within the bounds of the Unit
7. Any damage to any part of the Condominium Property, including the Common Element and/or Units, caused by the Unit Owner, Occupant or guest (financial responsibility)

IV. UNIT RESTRICTIONS

Any changes, additions or improvements to the Common Element (i.e., alterations that are not within the walls of a Unit) are prohibited without prior, written approval of the Board.

A. GENERAL

1. To submit a request for an exterior modification, the Unit Owner(s) must be current in all fees and assessments.
2. Unless prior, written approval of the Board is obtained, Unit Owners shall not cause or permit anything to be hung or displayed on or visible from the exterior of any Building, and no awning, canopy, shutter, radio or television antenna, satellite dish or air conditioning unit shall be affixed to or placed upon the exterior walls or roof.
3. Installation/replacement of any AC unit requires prior, written Board approval.
4. Installation of any satellite dish/antenna on, attached to or extending into the Common Element is prohibited (including attachment to the exterior siding or roof area as described above). Any Unit Owner contemplating installing a satellite dish/antenna elsewhere on the Condominium Property must submit a completed Notice and Waiver Form along with a drawing indicating the proposed location, height and screening materials to be used. The Notice and Waiver Form and the Satellite Dish Rules and Regulations may be obtained from the Management Company.
5. The storage of flammable or hazardous items in any Unit or garage is prohibited (including, but not limited to, propane tanks for gas grills).
6. In accordance with the Ohio Fire Code, charcoal burners, gas grills or any other type of open flame devices (including but not limited to fire pits, chimineas, etc.) are prohibited from being used within ten (10) feet of a multi-family building. The Ohio Fire Code also prohibits operation of such devices on balconies and decks. Violations of the Fire Code should be reported to the local Fire Department at the non-emergency phone number. Storage of grills/smokers/outside fireplaces, etc. on sidewalks or driveways is prohibited. Owners must have a fire extinguisher on hand if using a gas grill.

B. FLAGS

1. One standard-sized flag (not to exceed 3' x 5') of the United States of America, POW/MIA flag, and State of Ohio Flag is permitted to be displayed within the Limited Common Element (patio area) in accordance with proper flag etiquette and provided the bracket may be secured to wood trim only. Flag poles must be 10 feet in length or less.
 - a. Proper US Flag Etiquette: Always hang or fly the flag with the union (the stars) in the upper left corner. A flag on a flagstaff or flagpole should be able to fly free in the breeze and should only be attached to the flagstaff or halyard on the left edge of the fabric. Flagstaffs or flagpoles should be long enough or tall enough that the flag does not touch the ground. Flags should be taken in at night unless they are illuminated.
2. The flag must be made of nylon, polyester or cotton.
3. The location of the flag must not interfere with the use of any walkways.
4. The installation of a freestanding flagpole by a Unit Owner in the ground or Common Elements is prohibited.
5. The flag must immediately be removed and/or replaced if it is worn, faded or tattered.

C. PETS

1. Dogs and cats are permitted for a maximum of two (2) total pets per Unit (2 dogs, 2 cats, or 1 dog and 1 cat), together weighing no more than 40 pounds when full grown.
2. Wild or exotic pets (e.g., rabbits, livestock, fowl, reptiles, etc.) are expressly prohibited. Except for dogs and cats, no animals shall be raised, bred or kept in any Unit or in the Limited or Common Elements. Domestic animals (household pets) may not be kept for commercial purposes. . Non-domestic pets that are prohibited include, but, are not limited to rabbits, livestock, fowl, poultry, pigs, snakes or other reptiles, horses, and wild hybrids, along with any rare or unusual pet kept within a human household, which is generally thought of as a wild species, not domesticated, and not typically kept as a pet
3. All pets must be on a handheld leash and under the control of the owner at all times when outside the Unit. Pets must be within 6 ft of owner when walking on leash.
4. Pets are prohibited to be tied, fenced or housed outside of a Unit for any period of time.

5. Pet owners are responsible for the immediate and complete cleanup after their pet. Pet waste must be disposed of in a proper container.
6. Pet owners shall be liable for any damages caused by their pet to any Common Elements including, but not limited to, shrubs, bushes, trees and grass.
7. Any pet causing a nuisance or unreasonable disturbance may be permanently removed from the Condominium Property upon seven (7) days written notice from the Board. Upon the pet owner's receipt of such notice, the owner shall promptly and permanently, without recourse, remove such pet from the Unit and from the Condominium Property. *Nuisance* may be defined as the pet owner's failure to clean up after the pet or keep the pet on a leash when outside. Unreasonable disturbance is defined, but not limited to:
 - a. excessive barking.
 - b. Pets whose unruly behavior causes personal injury or property damage;
 - c. Pets who make noise continuously for a period of ten minutes or more, or intermittently for two hours or more, to the disturbance of any person, at any time of the day;
 - d. Pets outside the Unit who are not accompanied by and under the complete physical control of their owner and on a hand-held leash no more than six feet in length;
 - e. Pets who exhibit aggressive or other dangerous or potentially dangerous behavior toward any person or their pet(s); or
 - f. Pets that are conspicuously unclean or parasite infested.
8. Use of service animals/emotional support animals must be requested from Kare Condo in writing and approved by the board in writing.

D. RUBBISH REMOVAL

1. Rubbish, recycling, and trash is prohibited outside except when in a completely closed container. Trash containers are prohibited outside except when placed at the curb for pickup no earlier than 6:00 p.m. the evening before collection (currently Tuesdays) and must be returned inside the Unit by no later than 7:00 pm the day of collection.
2. Rubbish containers must be returned to the interior of the garage by 7:00 p.m. on the day of scheduled collection. Containers must remain inside the garage at all other times than noted above. If you cannot observe these time limits, please make arrangements with your neighbor(s) in order to comply.

3. Large items (e.g., old furniture, mattresses, etc.) must be removed from the Condominium Property at the Unit Owner's expense. Refrigerators, freezers and AC units will not be picked up unless tagged to show the Freon has been removed. Please call the waste removal vendor to schedule any large-item pickups.

E. SEASONAL DECORATIONS

1. Seasonal decorations, such as lights and wreaths, may be displayed on the front door and/or patio. Unit Owners are prohibited from climbing the sides of the buildings or place themselves in dangerous situations in the Common or Limited Common Elements. Any electrical lighting must be treated for outdoor use.
2. Seasonal lights or decorations may not be put up more than thirty (30) days before and must be removed no later than two (2) weeks after the holiday.

F. OCCUPANCY RESTRICTION

The following Rule is in accordance with the amendment to the Declaration (Article 3, Section B, Item 16) recorded at Lorain County Records on November 9, 2004:

1. No person who is adjudicated to be a sexual predator or habitual sex offender for which the sheriff must provide surrounding property owners notice of may reside in or occupy any Unit for any length of time.

V. SELLING OR LEASING A UNIT

A. SALE OF A UNIT

1. "For Sale" signs are prohibited. An "Open House" sign is permitted, however, on Saturdays and Sundays between 12:00 p.m. and 6:00 p.m.
2. Within fifteen (15) days of executing a purchase or sales agreement, the Unit Owner, title company or real estate agent must notify the Management Company and arrange for an assessment update letter and certificate of insurance.
3. At the same time as above, the Unit Owner must provide Management with the following information:
 - a. Names of all occupants.
 - b. Home and business mailing address.
 - c. Home and business telephone numbers.

- d. Name, business address and telephone number of any person that manages the Unit on behalf of the Unit Owner.
 - e. Sales price.
 - f. Mortgagee.
 - g. Any change in the information required in a-d above must be provided to the Board within thirty (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.
 5. The seller is responsible for providing the following items to the buyer:
 - a. Copy of the Declaration and By-Laws, including any Amendments to same.
 - b. Copy of the Handbook of Rules, Regulations & Information.
 - c. Unit access door key(s), mailbox and garage door key(s) (your FOB that opens gate to the pool and exercise room will be deactivated when you sell your Unit; you may contact Management for instructions on how to receive your deposit refund).
 - d. Garage door opener

B. LEASING OF A UNIT

The following Rules are in accordance with the amendment to the Declaration (Article 3, Section B, Item 15) recorded at Lorain County Records on September 9, 2022:

1. Except for grandfathered rental Units or hardship exceptions, Units must be occupied by the Unit Owner(s), parent(s), child(ren), grandparent(s), grandchild(ren) or sibling(s) of the Unit Owner.
 - a. Any Unit Owner that was leasing his/her Unit prior to November 9, 2004 and registered his/her Unit as being leased with the Association within ninety (90) days of said date, shall be considered "grandfathered" and may continue leasing that Unit until the title to said Unit is transferred to a subsequent unit owner.
2. To meet a special situation and to avoid an undue hardship or practical difficulty, the Board shall grant permission to a Unit Owner to lease his/her Unit to a specified lessee for a one-time period not less than six (6) consecutive months nor more than twenty-four (24) consecutive months. The one-time hardship

exception may in no event be extended beyond the one twenty-four (24) month period.

3. In no event shall any Unit be rented for transient purposes, which is defined as a rental for any period less than six (6) consecutive months, nor rented to any business or corporate entity for the purpose of corporate housing or similar type usage. Sub-leasing of any Unit is also prohibited. Advertising a Unit for rent for any period less than 6 consecutive months is prohibited.
4. Units must not be occupied by more than one (1) single family.
5. The Unit Owner must provide the Management Company with the following information before the tenant may take up residence:
 - a. A copy of the lease.
 - b. Full name(s) of tenant(s).
 - c. Current contact information for tenant(s).
6. The lease document must contain a clause making it subject to the covenants and restrictions in the Association's Declaration, By-Laws, and Rules and Regulations.
7. The Unit Owner is responsible for making the tenant aware of the Rules and Regulations.
8. The Unit Owner is responsible for any violations of the Declaration, By-Laws, and/or Rules and Regulations by the tenant. The Unit Owner is therefore liable to the Association for the conduct of the tenant, any enforcement assessments and/or damages to the property.

VI. COLLECTION POLICY

The following Rules are in accordance with the amendment to the Declaration (Article 3, Section B, Item 15) recorded at Lorian County Records on September 9, 2022:

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 \$25.00 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.

VII. VIOLATIONS OF THE RULES AND REGULATIONS

A. COMPLAINT PROCEDURE

1. Complaints concerning violations of the Rules must be made to Management in writing (emails are acceptable) and must be signed by the individual filing the complaint.
2. Reports of violation should include violator's name or unit address (both if available) and a detailed description of the alleged violation (e.g., date, time, location, etc.).
3. The Board of Directors and/or the Manager will, in most cases, contact the alleged responsible Unit Owner after receipt of each complaint and a reasonable effort will be made to correct the violation.
4. If the reasonable efforts to effect compliance are unsuccessful, the Unit Owner will be subject to sanction in accordance with the assessment provisions contained in the Enforcement Procedure (see Article VIII below).

B. ENFORCEMENT POLICY

1. The Unit Owner shall be responsible for any violation of the Declaration, By-Laws or Rules and Regulations by the Unit Owner, guest(s) or the Occupants, including any tenants of his/her Unit.
2. All costs for extra cleaning and/or repairs stemming from any violation also will be added to the responsible Unit Owner's account.
3. In addition to any other action and in accordance with the procedure outlined below, the Board may:
 - a. Levy an assessment for actual damages,
 - b. Levy a reasonable enforcement assessment of up to, but not exceeding \$50.00 per occurrence and/or
 - c. Levy a reasonable enforcement assessment per day if the violation is continuous and of an ongoing nature.
4. Prior to the imposition of an enforcement assessment for a violation, the following procedure will be followed:
 - a. Written notice(s) will be served upon the alleged responsible Unit Owner specifying all of the following items:
 - i. A reasonable date by which the Unit Owner must cure the violation to avoid the proposed charge or assessment.

- ii. A description of the Condominium Property damage or violation.
 - iii. The amount of the proposed charge and/or enforcement assessment.
 - iv. A statement that the Unit Owner has a right to, and the procedures to request, a hearing before the Board to contest the proposed charge and/or enforcement assessment.
- b. To request a hearing, the Unit Owner must mail or deliver a written "Request for a Hearing" notice, which must be received by the Board no later than the tenth (10th) day after receiving the notice required by Item 4a above.
- i. If a Unit Owner timely requests a hearing, at least seven (7) days prior to the hearing, the Board shall provide the Unit Owner with a written notice that includes the date, time and location of the hearing. If the Unit Owner fails to make a timely request for a hearing, the right to that hearing is waived, and the charge for damages and/or an enforcement assessment will be immediately imposed.
 - ii. At the hearing, the Board and alleged responsible Unit Owner will have the right to present any evidence. This hearing will be held in Executive Session, and proof of hearing, evidence or written notice to the Unit Owner to abate action and intent to impose an enforcement assessment shall become a part of the hearing minutes. The Unit Owner will then receive notice of the Board's decision and any enforcement assessment imposed within thirty (30) days of the hearing.
- c. The Association may file a lien for an enforcement assessment and/or damage charges that remain unpaid for more than ten (10) days.

VIII. COMMUNICATIONS POLICY

Unit Owners and Occupants who do not serve on the Board are prohibited from communicating with, giving work instructions to, harassing, or otherwise interfering with any contractor hired by the Association whether the contractor is on Property or not. This requirement is not intended to reduce service. This requirement ensures the contractor is performing the work according to the agreement executed by the Board, and helps the Association maintain a good reputation with the trades community. Any Unit Owner or Occupant violating this policy will be assessed all damages incurred by the Association, including, but not limited to correcting work performed not in compliance with the

agreement, retaining a new contractor, and the cost to have the contractor return to the Property.

IX. ANTI HARASSMENT POLICY

The Association will not tolerate harassment of any Unit Owner, Occupant, employee, agent, manager, contractor, or other party for any reason, to the extent protected by Federal, State, or local laws, including but not limited to abusive comments or conduct predicated upon race, color, creed, religion, ancestry, sexual orientation, national origin, citizenship, age, sex, disability, pregnancy, genetic information, military status, or veteran status. All harassment that adversely affects any other Occupant's living conditions, including Board members' living conditions, is prohibited. All harassment that adversely affects an employee's working conditions is prohibited. Harassment can take many forms, including words, signs, jokes, pranks, intimidation, physical contact, violence, or inundating a person's telephone or email with excessive and unnecessary communications. The Association also prohibits threatening to cause physical harm or property damage to any Unit Owner, Occupant, employee, agent, contractor, or other party for any reason. The Association also prohibits causing harm to another individual or property. Aggressive or threatening actions and words are prohibited to be directed at any Unit Owner, Occupant, employee, agent, manager, contractor, or other party for any reason.

If a Unit Owner, Occupant, employee, or other person feels that they have been subjected to conduct that violates this policy, the person should immediately report the matter to the Board. This complaint will go straight to the Board. If a Board member is the person performing the prohibited harassment or being harassed, then contact a different Board member in writing that you feel comfortable reporting the harassment to. Once the matter has been reported it will be promptly investigated and any necessary corrective action will be taken where appropriate, including use of all enforcement mechanisms provided to the Association under the governing documents. All complaints of unlawful harassment will be handled in as discreet and confidential a manner as is possible under the circumstances.

X. RECORDS REQUEST POLICY

1. RECORDS AVAILABLE FOR INSPECTION.

- A.** Unless otherwise prohibited by law or this policy, any owner may examine and copy (including receiving copies or other information by email) the Association's books, records, and financial reports from the last five years ("Records"), when requested in accordance with this policy for any reasonable and proper purpose.
- B.** An owner may not examine or copy any Records that contains any information about:

- i. Personnel matters, including but not limited to salary/benefits information, performance reviews, applications, disciplinary action, and health matters;
 - ii. Communications with legal counsel or attorney work product pertaining to potential, threatened, or pending litigation or property-related matters;
 - iii. Contracts or transactions currently under negotiation or information that is contained in a contract or other agreement containing confidentiality requirements;
 - iv. Enforcement of the Declaration, Bylaws, or rules against other owners or occupants; and,
 - v. Matters or issues the disclosure of which is prohibited by state or federal law.
2. **ALL REQUESTS FOR RECORDS MUST BE IN WRITING**. An owner who wants to inspect, copy, or receive any Association Record must submit a written request to the Board or manager using the Association's Request to Inspect Records form. The request must specifically identify the particular Record(s) desired, including pertinent time periods from the five years immediately preceding the request, and state whether the request is for inspection or copying. The request must be sufficiently detailed to allow the Association to retrieve the Record(s) requested, and must include the purpose of the request. The Board will only approve requests containing a reasonable and proper purpose for inspection.
3. **ONLY OWNERS OR AUTHORIZED REPRESENTATIVES MAY INSPECT**. Every owner has the right to inspect, copy, or receive Association Records when in compliance with this policy. An owner may authorize, in writing, an attorney or other designated representative to conduct this inspection or request copies on the owner's behalf.
4. **RULES OF CONDUCT AND PROCEDURE GOVERNING REQUEST TO INSPECT/COPY**.
 - A. To the extent an owner is not able to obtain Records on the Association's website or management portal, an owner may inspect Records rather than receive copies by email or regular mail upon request. All inspections will take place at the Association's office or at such other location as the Board designates. Removing original Records from the location where the inspection is taking place is prohibited.
 - B. The Association will make Records available for inspection within a reasonable time, but no more than 5 business days, after the Association actually receives the written inspection request. This time frame may be extended if the Records requested are so voluminous or otherwise in such condition as to render this time frame unreasonable. The Association will notify

the owner (by telephone, in person, by email, or in writing) that the Records are available and specify the time, date, and place for the inspection.

- C. If the owner requests to receive documents by regular mail or email, the Association will provide the requested Records within a reasonable time, but no more than 10 business days, after the Association actually receives the written inspection request. This time frame may be extended if the Records requested are so voluminous or otherwise in such condition as to render this time frame unreasonable.
- D. Owners are prohibited from altering any Association Records.
- E. All people inspecting or requesting copies of Records must conduct themselves in a businesslike manner and not interfere with the operations of the Association's office or any other location where the inspection or copying is taking place. The Association, through the Board or manager, will assign one staff person or other Association representative to assist in the inspection. All requests for further assistance and copying during an inspection must be directed only to that one Association-designated person.
- F. During an inspection, the owner may designate for copying Records by use of a tab, clip, or sticky note upon the page(s) desired.
- G. Owners may not exercise their inspection or copying rights to harass any other owner or occupant, Board member, manager (or anyone at the management company), officer, director, or employee.

5. CHARGES FOR COPIES/INSPECTION .

- A. Upon written request, the Association will provide draft or approved minutes of Association annual meetings at no charge.
- B. Other than the Association annual meeting minutes from the previous five annual meetings, the owner must pay:
 - i. \$___ per page for copying regular or legal-sized records. In addition, the owner must pay a minimum clerical fee of \$___ for the copying of up to 50 pages plus an additional clerical fee of \$___ for every increment of 50 pages copied thereafter;
 - ii. \$___ per page to scan in and email any paper or printed documents, plus a minimum clerical fee of \$___ for the scanning up to 50 pages, plus an additional clerical fee of \$___ for every increment of 50 pages scanned-in thereafter;
 - iii. \$___ per page to email any documents or other information that is already in electronic format; and,

iv. \$___ per hour, in quarter hour increments, for administrative costs associated with organizing and emailing electronic copies of Records

- C.** To preserve the sanctity of the Records, a physical records inspection requires the presence of a staff member. For inspections that last greater than one hour, the Association may, on its own or through the manager, charge the requesting owner an hourly rate, not to exceed \$____.00 per hour, to be billed in quarter hour increments for staff or other representative attendance at the records inspection beginning at the time the inspection was scheduled to begin.
- D.** The owner must pay the costs of copying, providing, or inspection at the time of billing for copies or actual inspection. However, the Board may, in its sole discretion, require advance payment.

Request to Inspect Records

Instructions and Acknowledgement: This request form must be completed by any owner desiring to inspect or receive copies (including receiving copies or other information by email) of any Association books records, or other Association documents ("Records"). The Association will respond to the owner's request in accordance with the Association's Records Request Policy. If there is a question with any request, the owner will be notified within a reasonable amount of time of the reason for any delay.

The Association requires that you, the owner, provide the reason for each Record requested and the intended purpose of the request to protect the Association and personal confidences where necessary. The Association's intent is to allow the inspection of most Association Records. Given the personal and legal nature of some documents, however, the Association must place reasonable restrictions on the inspection process. This includes a requirement that any inspection take place in the presence of an Association representative.

Upon written request, the Association will provide draft (unapproved) or approved minutes of Association meetings at no charge. Other than minutes of the annual meetings, you agree to pay: i) \$____ per page for copying regular or legal sized records, plus a minimum clerical fee of \$____ for the copying of up to 50 pages plus an additional clerical fee of \$____ for every increment of 50 pages copied thereafter; ii) \$____ per page to scan-in and email any paper or printed documents, plus a minimum clerical fee of \$____ for the scanning of up to 50 pages, plus an additional clerical fee of \$____ for every increment of 50 pages scanned-in thereafter; and, iii) \$____ per page to email any documents or other information that are already in electronic format. You further agree to pay \$____ per hour in quarter hour increments for the representative's attendance at the Records inspection. You agree that all inspection, copying, mailing, and emailing charges will be assessed to your account or will be paid in advance, as the Board so determines.

This form must be completed in full, signed, and dated to process the request.

Owner's Name: _____ **Phone Number(s):** _____

Address: _____

Inspection Format: _____ **In person**
 _____ **E-mail to** _____
 _____ **Mail to** _____

Record Requested _____ **Reason and Purpose of Request** _____

The charges listed in the instructions will be assessed to your account. If the charges are expected to exceed \$25.00, do you wish to receive a total estimate of the charges before receiving the Record? __ Yes __ No

I agree to the above requirements and further agree not to use or distribute any information or documents obtained from the inspection, receipt, or copying of any Association records for any reason or purpose other than those stated above. I agree to indemnify and defend (name of Association), its Board members, directors, officers, employees, and managing agent, and their respective successors, heirs, and assigns, harmless for any claim made or damage sustained by any person arising from, related to, or concerning my inspection, use, or receipt of copies of Association Records. I further consent and agree that all inspection and other charges incurred in accordance with this request, as outlined above, will be assessed to my account or paid in advance, as directed by the Board.

Name (print) _____ **Signature** _____ **Date** _____

IMPORTANT TELEPHONE NUMBERS

Emergency:

Police or Fire <u>Emergency</u>	911
Police (Non-Emergency)	(440) 490-2001
Fire (Non-Emergency)	(440) 490-2040
Lorain County Sheriff.....	(440) 329-3709
Poison Control Center	(800) 222-1222

Utilities:

City Utilities Department	(440) 490-2049
Ohio Edison (Electric)	(800) 633-4766
Columbia Gas of Ohio.....	(800) 344-4077
Republic Services (Trash).....	(440) 458-5191
Breezeline	(440) 915-5288
Ohio Utilities Protection Service (OUPS).....	(800) 362-2764

KareCondo:

Customer Service	(330) 688-4900
Fax.....	(330) 688-4932
Emergency	(330) 688-4900

General:

North Ridgeville Branch Library	(440) 327-8326
State Farm Insurance	(330) 626-1010
North Ridgeville Post Office.....	(440) 327-8806
City Hall.....	(440) 490-2042
French Creek Wastewater Treatment Plant.....	(440) 934-5251
North Ridgeville Senior Center.....	(440) 490-2056
Lorain County Auditor	(440) 329-5207
Larson Manufacturing (Storm Doors)	(888) 483-3768
Muirwood Website	www.muirwoodofnr.wixsite.com/monr