

The Forests at the Villages of Wetherington Condominium Association, Inc.

Handbook of
Rules, Regulations and Information



Welcome to The Forests at the Villages of Wetherington Condominium (Forests).

We hope you enjoy your home and living in this community. The objective of the Association is to maintain the Forests as a safe, pleasant, and desirable place to live. In order to accomplish this, the Board of Directors (“Board”) has established this Handbook of Rules, Regulations, and Information (“Handbook”).

These are a consolidated, general language version of the Association’s Declaration and Bylaws that clarifies expectations for living at the Forests. They are common sense rules and regulations, which take into consideration the health, safety, and comfort of all Owners and Occupants. We hope you will find them reasonable and will cooperate by observing them. The Board has not presumed to cover every possible situation. These rules cover those major areas where problems have historically occurred. The section dealing with architectural guidelines will be of particular importance. Preserving the uniform, clean, and attractive appearance of the Property is the goal shared by all, as it will maintain and enrich the value of our Units and our community.

For some, living at the Forests may represent a first experience residing in a condominium community. We request that you familiarize yourself with the Declarations, Bylaws, and this Handbook. We ask that you keep this Handbook handy and that you refer to it when necessary, or view it on the Association’s website at KareCondo.com. If something arises that may not be covered in the Handbook, please do not hesitate to contact the Management Company. Please see the last page of this Handbook for contact information.

The Board is given the authority to promulgate and enforce the rules and regulations contained in this Handbook by By-Laws, Article IV, Section 14 (f).

Additional information is contained in the Declaration and Bylaws. A copy of the Declaration and Bylaws and all current amendments may be obtained from KareCondo, the Management Company, for a reasonable administrative fee.

This Handbook is intended to supplement, not replace, the Declaration and Bylaws as amended from time to time: therefore, if there should be an inadvertent discrepancy between what is expressed in this Handbook and the recorded documents, the Declaration and/or Bylaws will govern.

Sincerely,

The Board of Directors

The Forests at the Villages of Wetherington Condominium Association, Inc

CHANNELS OF COMMUNICATION

The Board of Directors consists of three individuals who are Owners or spouses of Owners and are elected by their fellow Owners. Board members serve without compensation and are responsible for making the decisions affecting our Association and the Condominium Property. Board decisions are made during the Board's regular meetings, typically held quarterly, by a majority vote.

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

The Board requests and appreciates your cooperation in respecting that Board members are not employees and should not be contacted directly on Association related matters outside of Board meetings. Board members are not individually responsible for resolving Association matters and can only decide on issues brought to their attention by the Management Company, by a majority vote. The only exception is that you should send a letter directly to the Board members concerning problems that you may have with the Management Company. Again, all other communications should be directed through the Management Company to assure that your concerns and questions are properly addressed and answered in an efficient manner. Any maintenance performed by a vender on behalf of an Owner at the Owner's expense will not be reimbursed if that Owner did not contact the Management Company and utilize proper channels to notifying Management immediately when items require repair that the Association is responsible for maintaining.

Date Enacted: September 26, 2022

Date Effective: December 1, 2022

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INTRODUCTION

The Forests at the Villages of Wetherington Condominium Association is comprised of 64 Units within 16 buildings located on Wetherington Lane. Roadways within the Condominium Property are private and are maintained by the Association.

Located in the City of Wooster, the Condominium Property is served by the Wooster Police, Fire, and EMS Departments and the Wooster branch of the U.S. Postal Service. Water and sewer are the Owner's responsibility and will be billed to each individual Owner separately. Rubbish is picked up on Tuesday and your trash receptacles are to be located at the designated areas shown on the map included in this handbook.

As a private condominium association, we are governed by the recorded Declaration and Bylaws. We elect our Board of Directors, which is composed of Home Owners, each serving staggered three-year terms. The Board manages Association affairs on behalf of all Owners. Quarterly meetings are open to all Owners to attend but specific questions should be addressed with the Management company as they arise. Meetings may be cancelled or changed by the Board.

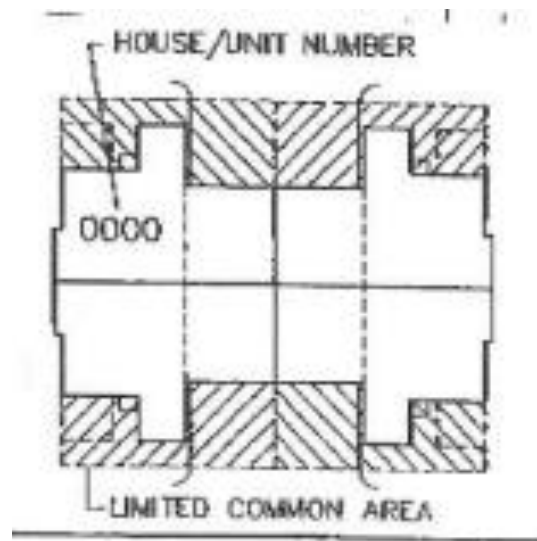
The annual membership meeting for the election of Board members will be held during the month of January of each year, at an hour established by the Board of Directors. Written notice of the annual membership meeting will be provided at least five days prior to such meeting.

Date Enacted: September 26, 2022

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I. ENVIRONMENT OF COMMON ELEMENTS (definitions)

- a. Common Elements – means all of the Condominium Property, except that portion thereof described in the Declaration as constituting a Unit.
- b. Limited Common Elements – means those Common Elements serving exclusively one unit or more than one Unit but less than all units, the enjoyment, benefit or use of which are reserved to the lawful occupants of that Unit, including the patio, porch and driveway, along with the areas shown on the map below. **drawing below from plat recorded with the City of Wooster – limited common elements are depicted with /// \\ marks**



II. UNIT (definition)

- a. Unit - means that portion of the Condominium Property owned separately by each Owner, being bounded by the undecorated interior surfaces of the perimeter wall, ceilings and floors.

A. GENERAL

1. Littering is prohibited on the common elements.
2. Except as otherwise provided in the Declaration or this Handbook, the placement or storage of items in the Common Elements is prohibited without prior written approval of the Board. Examples of prohibited items include, but are not limited to, bicycles, boots/shoes, vehicles excluding licensed automobiles parked in the driveway, furniture, clothes/laundry or clothesline, and water hoses when not in use. The following items are permitted to be temporarily placed in the Common Elements so long as such items are returned indoors or to the patio each night: lawn chairs, grills, patio tables, recreational items, and pet items.
3. Damage to the Common Elements will be repaired or replaced by the Association at the expense of the responsible Owner. Owners will be held responsible for any damage caused by their Occupants, tenants, guests or pets. Owners will be notified by written notice of estimated cost for billing. Owners may request a Board hearing.
4. Recreational games within the Common Element must not use equipment like cleats, clubs or goals that damage the lawn. All recreational activities must end by dusk.
5. Noise emanating from the Common Elements that can be heard within a unit with the windows closed is prohibited.
6. Solicitation is prohibited on the Condominium Property.
7. Skateboarding and rollerblading are prohibited within the Common Elements.
8. Feeding of wildlife or leaving any food sitting outside the Unit unattended is prohibited (Exception: no more than 2 freestanding bird feeders with max. capacity of 10 lbs., within the confines of your patio area or attached planting beds adjacent to your Unit). Bird feeders must not be attached to any structure. Owners will be liable for the costs of removing weeds located beneath the bird feeder.
9. Owners, Occupants, and guests are prohibited from disposing hazardous, toxic, explosive, flammable or other dangerous materials within the Common Elements, i.e., storm sewers and drains, etc.

B. CONTRACTORS

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 Condominium 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 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 Condominium Property.

Any maintenance performed by a vendor on behalf of an Owner at the Owner's expense will not be reimbursed. The Owner must contact the Management Company and utilize proper channels to notify Management of the item requiring repair.

III. MAINTENANCE AND REPAIR RESPONSIBILITIES

The Declaration and Bylaws should be read by all Owners and Occupants. Together, they fully explain the operation, maintenance, finances, etc. of the Association. We have taken some of the following information from these governing documents to assist you in maintaining your individual homes.

A. ASSOCIATION RESPONSIBILITIES

The Association is responsible for the reasonable maintenance, repair, and replacement of the following as outlined in Declaration Article X, Section 1. Gutters will be cleared of debris as necessary (spring and fall). Original planting of trees, shrubs and bushes will be replaced as necessary due to overgrowth, damage, disease or death. Exterior power washing due to mold, mildew (including the roof) and shutter maintenance.

B. OWNER RESPONSIBILITIES

The Owner is responsible for normal maintenance on their unit as further outlined in Declaration Article X, Section 2. This includes, but is not limited to, weed control, bird droppings, wasp nests, mold spores, condition of driveway, sidewalk debris and patio (if applicable), doors, windows, etc. Owners are responsible for flowers, plants, etc. that they have planted themselves and for the watering of plants and trees in the limited common elements adjacent to their Unit. If an Owner wants to plant or replace a shrub, prior written

board approval is required. Owners are responsible for painting their front door and wood around the side panel window by the front door when needed.

Each Owner should have casualty insurance covering the improvements to their Unit. As the owners are responsible for the Association's deductible and other uninsured costs following a casualty loss to their Unit and Limited Common Elements, the Owner should also consult their insurance provider for an endorsement (often called loss assessment coverage) that covers the amount of the Association's insurance deductible. Owners not on the Board are prohibited to file claims against the master insurance policy obtained by the Association. Your individual insurance coverage should coincide with the Association's insurance policy.

C. WINDOWS AND DOORS (Owner Responsibilities)

1. Replacement of exterior doors and windows is the responsibility of the Owner and the following architectural guidelines must be followed:
 - a. The replacement door or window must aesthetically be identical in appearance, size pattern, quality and color to the door or window being replaced, the exterior of the window must be white and the style double hung with a grill.
 - b. The front entry may also have a Video/Doorbell located as a replacement for the original doorbell.
2. A clear thermal window film, professionally installed by Radical Design, is permitted with prior written board approval.
3. Broken window panes or torn screens must be replaced by the Owner immediately at their expense.
4. Permissible window treatments are defined as curtains, draperies, and vertical or horizontal louvers, and only items designed and sold as window treatments. Bed sheets, newspapers, or other non-window coverings inside of windows are prohibited. Window treatments must appear to be installed correctly and in good condition when viewed from the exterior of the Unit.
5. Installation of storm doors requires the written, prior approval of the Board.
 - a. PELLA Select or Larson Tradewinds (available at Lowe's) are acceptable. Storm doors need to be full view, white, roll away screen or full glass.
 - b. Owner has choice of hardware. The standard is brass.
6. Garage door replacement requires prior written approval from the Board.
 - a. Garage door replacement must be aesthetically identical to the door being replaced in appearance, size, color, pattern, material and quality.

IV. HOME RESTRICTIONS

A. GENERAL

1. Any alteration to the Common Elements, Limited Common Elements or Unit components on the exterior of the building are prohibited without the prior written approval of the Board, unless otherwise provided for in this Handbook or Declaration.
2. Garage sales and Estate Sales are prohibited.
3. The operation of any aerial remote-control device is prohibited on the Common Elements/ Non-resident commercial operation may be permitted with prior written Board approval.

B. PARKING AND MOTOR VEHICLES

1. Speed limit is 20 MPH
2. Owners are entitled to park 2 vehicles in the unit's driveway. Short term/overnight parking for additional cars is permitted in the driveway for no longer than 72 hours, provided it does not hinder access to other unit garages.
3. Blocking access, ingress and egress by parking in the turnaround areas is strictly prohibited. Parking on the street is strictly prohibited, unless authorized in writing by the Board. Limited parking is available at the clubhouse.
4. Trailers, boats, recreational vehicles and campers cannot be parked on Condominium Property for more than 6 hours.
5. Minor repairs to any vehicle, not exceeding 6 hours, are permitted in the driveway but must not involve removing or changing fluids.
6. All vehicles on the Condominium Property must bear current license tags.
7. The following vehicles are prohibited from being parked, kept, or maintained within The Property:
 - i. Vehicles licensed, painted, or signed for commercial purposes or any other vehicles with commercial apparatus (e.g., ladders or commercial equipment) unless making a delivery, providing temporary services to a Unit or the Common elements, or enclosed within the owner's garage.
 - ii. Junk vehicles, which are defined as any vehicle that the surface has 50% or more rust or is extensively damaged, such damage includes, but is not limited to, any of the

following: a broken window or windshield, or missing wheels, tires, motor, or transmission.

8. Vehicles that are leaking fluid are prohibited from the Common Elements. Owners are responsible for the immediate and complete cleanup of any leaked fluids.

C. SIGNS AND DECORATIONS

1. Except as specifically provided below, signs are prohibited from being displayed on or from any part of the Condominium Property that is visible from the exterior or the Common Elements unless prior, written approval of the Board is obtained.
2. One professional "For Sale" sign is permitted to be displayed in the mulch area. Owners are permitted to place one "Open House" sign at the street entrance, one "Open House" sign in front of the Home, and directional arrows at strategic points within the property only on the day when an Open House is being held. The signs are to be customary, professional signs not to exceed 2' wide x 3' high as installed above ground, including the frame or post. All signs and arrows must be immediately removed at the end of the Open House period. All other signs are prohibited without prior written approval from the Board and may be removed and stored at the Owner's expense if displayed without Board approval.
3. One security company sign, not exceeding two feet in height may be displayed in the front shrub bed adjacent to the Unit.
4. Flags that are endorsing a political candidate will be considered a sign and are prohibited.
5. Holiday decorations are allowed but must be removed within two weeks of the holiday. Decorations are not to be affixed to the siding, spouting or gutters of the unit. Decorations must not cause damage or discoloration to the exterior surfaces of the building, fences or gates.

D. PETS

1. A maximum of two domestic household pets may be maintained in any Unit. Non-household pets that are prohibited include, but are not limited to, rabbits, livestock, fowl, poultry, monkeys, pigs, frogs, snakes, lizards, 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.
2. All pets must be kept on a hand-held leash when outside the Unit.
3. Pets may not be tied, fenced or housed outside of a Unit for any time period.
4. All pet owners are required to immediately and completely remove all feces dropped by their pet(s) and dispose of it in a proper sanitary manner.

5. The Board may terminate your right to maintain your pet at its full and complete discretion if the Board determines that maintenance of the pet constitutes a nuisance or creates a detrimental effect on the Association or other Owners. Examples of nuisance would be unruly behavior causing personal injury or property damage, continuous or incessant noise for a period of ten minutes or intermittently for two hours any time of the day or night, pets who exhibit aggressive or other dangerous or potentially dangerous behavior, pets in the Common Element who are not under the complete physical control of a responsible human companion and on a hand-held leash.
6. Pet owners shall not allow their pets to enter mulch beds.

E. RUBBISH REMOVAL

Trash is picked up on Tuesdays. Holiday trash and recycling days are postponed to the next business day. Trash containers are prohibited outside the Unit except when put out after 4 PM the night before the scheduled pickup (Monday) until 8 PM the day the trash is picked up. Unit numbers must be visible be on all containers.

1. Rubbish and recycling containers must be collectively staged to one side of the street as not to block ingress and egress. Please notice, cans cannot be picked up on a curve so be sure to have cans placed in a straight line as indicated on the attached Kimble route map (at the end of this document). Place containers 2 – 3 feet apart.
2. Containers must be stored back in the garage by 8 PM on trash day. Carts must be kept in your garage and NOT left outside at any time.
3. Occupants must call Kimble and notify them of large item pickups in advance, i.e., furniture, appliances, carpeting, etc. There may be an additional charge by the refuse company for large item pickups, which would be the responsibility of that Owner.

F. LANDSCAPING

1. Making alterations, modifications, additions or other changes to the Common Element or Limited Common Element landscaping or to the exterior of any unit is prohibited without prior written approval of the Board. Changes include, but are not limited to, removal/replacement of bushes. Requests for approval must be made through the Management company. Unapproved alterations may be removed at the offending Owner's expense.
2. Planting flowers of an annual and/or perennial variety is permitted in the mulch beds only. Planting or removal of trees, deciduous shrubs or expansion of flower bed areas must have the prior written approval of the Board and shall be considered a contribution to the Association. In all cases, the watering of new shrubs and/or trees is the responsibility of the resident. Installation of your own mulch is prohibited.

3. Landscaping installed by an Occupant that does not have prior written Board approval and is deemed inappropriate by the Board must be removed by the Occupant, or it may be removed by the Association at the Owner's expense.
4. Landscaping and snow removal are contracted through an outside service. Contracted services include, but are not limited to, regular grass and lawn maintenance, fertilizing, pruning, snow removal for streets, driveways and sidewalks. The Association cannot possibly eliminate all slippery conditions on the Condominium Property. When temperatures are near or below freezing, Owners must exercise additional caution and expect ice and slippery conditions to exist. Owners are responsible for warning all Occupants and guests of the slippery conditions.
5. Owners are not to give work instructions or direct personal wishes to the contractor or his employees while they are performing their duties. Concerns or requests regarding these services are to be made to the Management Company. Poor workmanship or damage caused by any contractor should be referred to the Management Company.
6. Garden hoses and tools must be stored inside when not in active use. Hoses, including self-watering devices, are prohibited from being left in the mulch beds, on the lawn or on sidewalks or driveways.
7. A notice for the "no trim list" will be sent out annually for those who wish to trim their own shrubs and will be valid for 12 months.
8. Lawn ornaments, decorations, statuary, etc., deemed excessive by the Board, are prohibited.
9. Planting of flowers in the Common Elements (around trees, directional signs, etc.) requires prior written Board approval.

G. FLAG POLES AND SATELLITE DISHES

1. Flag poles and satellite dishes must be professionally installed with prior Board approval. Flag poles and satellite dishes cannot be mounted to the exterior of the unit/building, roof or fence. Items must be installed within the mulch area.
2. Flag poles shall not exceed ten (10) feet and can only display a standard-sized flag (not to exceed 3' x 5') of the United States of America, POW/MIA and/or State of Ohio.
3. Another flag option would be a yearly subscription to the Wooster Rotary Parade of Flags. Information can be obtained from app.helpingwithflags.com/WoosterRotary by calling 330-439-2029.
4. Exterior antennas are prohibited.

H. GRILLING/OPEN FLAME

1. In accordance with the Ohio Fire Code, open-flame cooking devices and liquified-petroleum-gas-fueled devices (propane tanks), charcoal burners and other open-flame devices must not be operated within ten (10) feet of combustible construction.

I. PATIOS

1. The patio must not be used for storage of any item other than patio furniture, grills, plant stands.
2. Other than holiday decorations, nothing is to be placed on patio fences.

J. RADON

1. A Radon Mitigation System may be installed with prior written Board approval. This system must be installed by a licensed contractor. It must be a Total Interior System, vented through the garage and attic, to the roof. No outside visible vent pipes are permitted. The Owner will be entirely responsible for the equipment installed to mitigate radon.

K. HANDRAILS/GATES

1. Handrails and/or gates can be added, at the Owner's expense, with prior written Board approval. Matching materials are available from Kidron Vinyl. Once installed, removal of handrails or gates require prior written Board approval.
2. Other than holiday decorations, nothing is to be placed on handrails or gates. Flower boxes may be hung from the handrails with prior written Board approval. The approval is contingent upon the boxes being well maintained and in keeping with the general aesthetic of the Association. If the Board should deem a box not to have been well maintained and/or not in keeping with the general aesthetic of the Association, the Board may request that the owner remove the boxes or may cause the boxes to be removed at the owner's expense.

L. ARCHITECTURAL/LANDSCAPING REQUEST PROCEDURE

1. A written architectural request to modify the Common Elements and/or exterior of the Unit must include the following to allow the Board to make an informed decision:
 - a. Provide a detailed description of the request modification;
 - b. Provide a detailed rudimentary drawing of the modification, i.e., indicating dimensions, colors, type of material, etc., and
 - c. Include any manufacturer brochures, pictures, etc. if available.

2. Work must not commence before written approval from the Board is received. We recommend receiving written approval before purchasing any materials or signing any contract for the desired work.

M. SALE OF A UNIT

1. Within seven days of executing a purchase or sales agreement, the Owner, title company, or real estate agent must notify the Management Company and make arrangements for an assessment fee update letter. At the same time as above, the Board encourages the Owner to share the following information with the Management company:
 - a. Names of all Occupants;
 - b. Home mailing addresses;
 - c. Home telephone numbers;
 - d. Name, address and telephone number of any person who manages the Home on behalf of the Owner;
 - e. Sales price; and
 - f. Mortgagee.
 - g. Any change in the information in items a through d must be provided to the Management Company within thirty (30) days of the change.
2. The Management Company will coordinate the paperwork with banks, real estate agents, appraisers, and escrow agents. A transfer fee for these services may be charged to the seller.
3. See page 11 regarding signs
4. Key fob access to the clubhouse must be turned in to a sitting Trustee.
5. The seller is responsible for providing the following items to the buyer:
 - a. Copy of the Declarations and Bylaws, and any amendments to same;
 - b. Copy of all architectural modification approvals; and
 - c. Home access door key(s) and garage door opener(s).

N. OCCUPANCY RESTRICTIONS

Sexual offenders or sexual predators are not permitted to reside in or occupy a Unit in The Forests at the Villages of Wetherington Condominium, per Declaration Amendment A to Declaration Article IV, Section 2 entitled "Occupancy Restriction" Dated December 19, 2015.

O. MOVING

Move-ins and outs may only take place between the hours of 8:00 a.m. and 8:00 p.m. Move-ins and outs may not unreasonably disturb or inconvenience the other Occupants.

P. COLLECTION POLICY

The Management Company provides statements to each Owner on a monthly basis. All checks should be made payable to "The Forests Condominium Association". ACH option is available by contacting KareCondo.

1. All assessments, charged against the Home are due on the first (1st) day of each month and are considered late if not received by the fifteenth (15th) of each month. ACH payments will be deducted from your designated account on the fifteenth (15th) of each month.
2. An administrative late charge of twenty-five dollars (\$25.00) per month will be assessed on any late payment or on any unpaid assessment (Subject to increase upon further notice).
3. Any payments on unpaid assessments will be applied in the following order:
 - a. Interest and/or administrative late fees owed to the Association.
 - b. Collection costs, attorneys' fees incurred by the Association.
 - c. Oldest principal amounts owed on the account for common expenses or penalty assessments charged to the account.
4. Payments marked with notations contradicting the above order of application, as referenced in number three 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.
5. Any unpaid assessments may result in collection action, including letters, liens, updated liens, suits for money judgement and foreclosure. Once judgement is obtained, the Association may proceed with post-judgement 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, may be charged back to the account.
6. 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.
7. If any Owner (either by their conduct or by the conduct of any Occupant) fails to perform any act that they are required to perform by the Declaration, Bylaws or the Handbook of Rules and Regulations, and information, 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 cost the Association incurs in taking such action will be charged back to the account.

8. Any unpaid assessment more than 30 days due may result in the Association suspending privileges attributed to the Unit, including, but not limited to, the right to vote, the right of the Unit Owner(s) and Occupant(s) to use any amenities and the ability to apply for architectural approval.
9. 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 charged back to the account.

Q. COMPLAINT PROCEDURE

1. Complaints concerning any violations must be made to the Management Company in writing and must be signed by the individual filing the complaint. Violation reports via email are acceptable. Anonymous complaints do not provide adequate evidence to proceed with enforcement action.
2. Reports of violation must include violator's name, Unit number and a detailed description of the alleged violation, i.e., date, time, location, etc.
3. The Board of Directors and/or the Management Company will, in most cases, contact the alleged responsible 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 Owner will be subject to an enforcement assessment in accordance with the assessment provisions contained in the Handbook Section S, Enforcement Procedures and Assessments for Rule Violations.
5. Copies of complaints and the identity of the complaining party will be made available to the alleged violator in the event of an enforcement assessment hearing.

R. PUBLIC COMMENT POLICY

The Board encourages members to contact the Management Company concerning Association issues. In cases where the Board involvement is required, the Management Company will bring the issue(s) before the monthly Board meeting. The Board believes this procedure is the best way to resolve issues and encourages members to follow this procedure where practical.

S. ENFORCEMENT

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 attorney’s fees, will be assessed to the account of the responsible Owner.

1. The Owner is responsible for any violation of the Governing Documents, by the Owner, guest(s), or the Occupants, including tenants and employees, if any, of his or her Home. See Declaration Article XVI for details.
2. All costs stemming from any violation, including enforcement assessments, cleaning, repairs or removal will be charged to the responsible Owner’s account.
3. 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 costs 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.
4. Prior to the imposition of a charge for damages to the Common Elements or other property, or an enforcement assessment for a violation, the Management Company will send out a violation letter in compliance with Declaration XVI, sections 3 (c) and (d). Standard violation procedure is:
 - a. Upon receiving a written violation report, the Board or their designated representative will determine that a rule has been broken, a 1st violation letter is sent out, giving the owner not more than 14 days to remedy the violation.
 - b. If a second written report is received after the 14 days, a second violation letter is sent out, carrying the violation assessment based on the severity of the violation as determined by the Board.
5. To request a hearing, the Owner must mail or deliver a written “Request for a Hearing” notice which must be received by the Board not later than the tenth day after receiving the 2nd violation notice required by Section 4b 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 charge for damages and/or an enforcement assessment will be immediately imposed; and

- b. At the hearing, the Board and alleged responsible 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 Owner to abate action, and intent to impose an enforcement assessment will become a part of the hearing minutes. The Owner will then receive notice of the Board's decision and any charge for damages or enforcement assessment imposed within (30) days of the hearing.
 - 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.
6. The Association may file a lien for an enforcement assessment and/or damage charges that remain unpaid for more than (10) days.

V. ANTI-HARASSMENT POLICY

The Association will not tolerate harassment of any Owner, Occupant, employee, Community Association 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 condition 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, or violence. Threatening physical harm or property damage is also prohibited.

If an Owner, Occupant, employee, or other person feels that they have been subjected to conducts that violates this policy, the person should immediately report the matter to the Community Association Manager. If an Owner or Occupant is unable for any reason to contact the Association Manager, or the Manager is the person performing the prohibited harassment or being harassed, then contact the Board of Directors. 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.

The procedure for reporting incidents of harassing behavior is not intended to impair, replace or limit the right of any person to seek a remedy under available state or federal law by immediately reporting the matter to the appropriate state or federal agency.

VI. IMPORTANT CONTACT INFORMATION

KareCondo, a professional communication association Property management firm, handles the day-today management of the Association. It is responsible for the billing and collection of monthly maintenance fees, 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 can be directed to KareCondo at (330) 688-4900 during business hours, Monday – Friday, 9:00 AM – 4:30 PM. For emergency matters such as property-threatening water issues, please utilize KareCondo’s after-hours emergency prompt, option 2, and someone will contact you within an hour. If you have an emergency which threatens people, please call 911.

KareCondo:

Customer Service(330) 688-4900
Fax(330) 688-4932
Kare Condo Website.....www.karecondo.com
Zachariah Camp, Association Mgr.....zcamp@karecondo.com

Date Enacted: September 26, 2022

Date Effective: December 1, 2022



From Kimble Recycling and Disposal

Acceptable...Bottles, steel and aluminum cans, paper, junk mail, magazines, newspapers (do not bundle), office paper, cardboard (flatten but do not bundle), glass bottles, plastic bottles with the numbers 1 or 2 on the bottle. **Bottle items need to be emptied of contents and clean.**

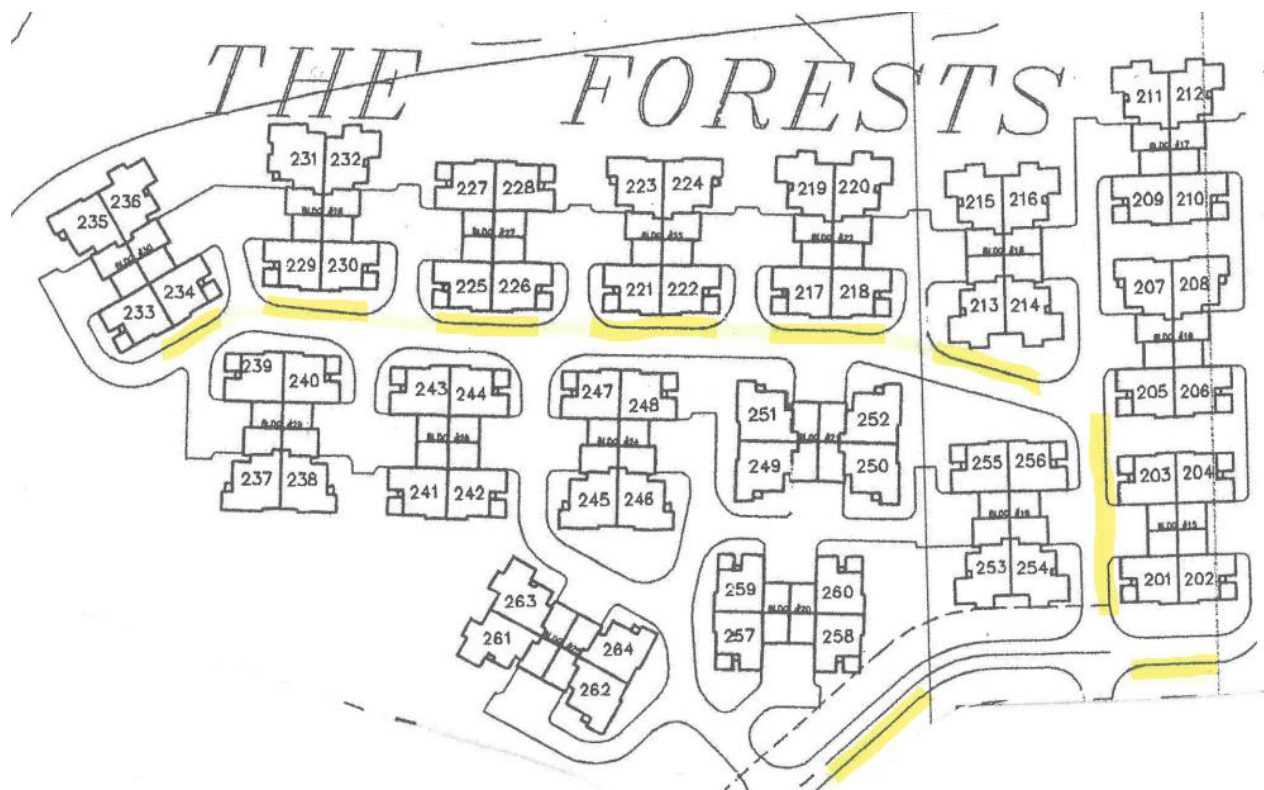
Unacceptable...Plastic bags, shrink wrap, **STYROFOAM**, toys, motor oil, antifreeze bottles, tires, batteries, automotive/truck parts, paint, oil, florescent bulbs, gas cans, propane tanks, hazardous/infectious waste, flammable liquids and any waste prohibited from disposal in a municipal solid waste landfill.

For bulk item pickup (i.e., furniture, yard waste, appliances, etc.) please refer to the letter Kimble sent to all residents. You must schedule the pickup and refer to the sheet containing your fee to pick up these items.

Kimble does not operate on the following holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a weekday, service for that day and the rest of the week may be delayed by one day. Please refer to your Wooster City Services statement to confirm the schedule during holiday weeks.

If you place an item at the curb that Kimble cannot accept, the driver will tag it and explain why they cannot take it.

For questions, call Kimble Customer Service at: 1-800-201-0005 or email customerservice@kimblecompanies.com. All billing questions should be directed to the City of Wooster by calling 330-263-5228



Kimble Route Map as pinned via GPS by Kimble