

The Cottages at Savannah Condominium Unit Owners' Association



Handbook of Rules, Regulations & Information

WELCOME TO THE COTTAGES AT SAVANNAH

On behalf of the Association, we welcome you to The Cottages at Savannah Condominium Unit Owners' Association. We hope you find it a very nice place to live. To help accomplish this, we have established a Handbook of Rules, Regulations and Information ("Handbook") that pertains strictly to living at The Cottages at Savannah in a condominium atmosphere. These common sense Rules and Regulations take into consideration the health, safety and comfort of all of our residents. 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 the Management Company.

Additional information is contained in The Cottages at Savannah Declaration and Bylaws as recorded with Lorain County Records. A copy of the Declaration, Bylaws 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.

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

Sincerely,

The Board of Directors

The Cottages at Savannah Condominium Unit Owners' Association

CHANNELS OF COMMUNICATION

The Board of Directors consists of three (3) 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. 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 (including by email). In case of an emergency such as a fire, you should contact the local fire/police departments (refer to *Important Phone Numbers* on page 17).

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 majority vote. The *only* exception is that you should send a letter directly to the Board concerning problems that you may have with the Management Company. 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 in writing and get the work approved in writing. Unit Owners must utilize proper channels in order to have the maintenance issue remedied. Thank you for your anticipated cooperation.

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INTRODUCTION

The Cottages at Savannah Condominium Unit Owners' Association is a senior housing community comprised of 130 Condominium Units on approximately 17 acres.

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.

The streets within the Condominium Property are private and therefore maintained by the Association. The streets include Chapel Lane, Cottage Circle, Paradise Way and Savannah Drive.

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 the individual utilities or the City if you have any questions or concerns regarding these services.

As a private Condominium Association, we are governed by the recorded Declaration and Bylaws. We elect our Board of Directors to manage Association affairs on behalf of all Unit Owners. The Board is composed of three (3) Unit Owners (who then appoint the following officers from amongst the Board: President, Vice President and Secretary-Treasurer), each serving a three-year term without compensation. The Annual Meeting for the election of Board Members is held the first Monday evening of May each year.

KareCondo, a professional Condominium Association management firm, handles the day-to-day management operations of the Association. KareCondo 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 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 also (330) 688-4900.**

I. ENVIRONMENT OF COMMON ELEMENTS

The Common Element consists of all parts of the Condominium Property except the individual Units. Maintenance and repair of the Common Elements is the responsibility of the Association.

A. GENERAL

1. Littering is prohibited.
2. Leaving personal property in the common elements is prohibited except as permitted by this Handbook or written Board approval..
3. Damage to the Common Elements shall be repaired or replaced by the Association at the expense of the responsible Unit Owner. Unit Owners are responsible for any damage caused by their tenants or guests.
4. Noise that constitutes a nuisance (can be heard within another Unit) or disturbs other residents within the Common Element is prohibited.
5. The feeding of wildlife is prohibited, except for hummingbird feeders (see Section D, Item 2, on page 7). Leaving any food or milk outside the unit is prohibited.
6. Residents may not give work instructions to any contractor hired by the Association (e.g., landscapers, snowplow drivers, plumbers, etc.). 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 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.
7. Residents are prohibited from planting any landscaping material in the Common Element without the prior written approval of the Board.
8. For safety reasons, no one is permitted in or on the retention basin.
9. Everyone must be considerate of their neighbors when using the Common Elements, such as walking between Units unnecessarily, which is prohibited.

B. MOTOR VEHICLES

1. The speed limit is 15 miles per hour. Please drive with caution and observe all stop signs and traffic regulations.
2. Only minor maintenance to motor vehicles (limited to interior cleaning, jumping a battery, and tire changes), is permitted on Condominium Property, including within the confines of the Owner's garage space.
3. Vehicle repairs, including, but not limited to, engine maintenance (e.g., oil changes) are prohibited on Condominium Property.
4. Vehicles that are leaking fluid are prohibited from the Condominium Property. Unit Owners are responsible for the immediate cleanup of any leaked fluids.
5. All vehicles on the Condominium Property must be operational and display current

license tags. 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. The phrase "disabled vehicle" is defined as a vehicle that has rust covering 50% or more of its surface; a vehicle that is extensively damaged, including any of the following: a broken window or windshield or a missing tire, motor, or transmission; a vehicle that is incapable of movement under its own power; a vehicle with expired license tags.

6. 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, buses and pickup trucks with cargo in the bed
 - b. Vehicles licensed, painted or signed for commercial use
 - c. Boats, snowmobiles, skimobiles and jet skis
 - d. Recreational vehicles, including campers and mobile homes, and all trailers
 - e. Motorcycles and bicycles
 - f. Vehicles with loud exhaust systems and/or sensitive alarms

C. GARAGES & PARKING

1. All resident vehicles must be registered with the Management Company. Any vehicles on the premises for thirty (30) days or longer are considered resident vehicles.
2. The garage must be used as the primary parking space for all residents. The driveway in front of the garage must be used as a secondary parking space for all residents. Units are prohibited to have vehicles parked anywhere on the Condominium Property unless a vehicle is in the garage and a vehicle is parked on the driveway.
3. Residents are prohibited from parking in guest parking areas. Guest parking areas are reserved for the guests of The Cottages at Savannah Unit Owners/residents.
4. Except designated parking areas, parking vehicles on Common Elements is prohibited.
5. Street parking between 10pm and 6am is prohibited without prior, written approval of the Board.
6. Garage doors must be kept closed when not in use.
7. Storing flammable or hazardous items in a garage is strictly prohibited.
8. During the snow removal season, drives with parked vehicles may not be plowed.

II. ENVIRONMENT OF LIMITED COMMON ELEMENTS

The Limited Common Element is a subsection of the Common Element referred to in the Declaration as "Exclusive Use Areas." Each Unit Owner is hereby granted an exclusive and irrevocable license to use and occupy the Exclusive Use Areas appurtenant to his/her Unit as designated in the Drawings. Notwithstanding the foregoing to the contrary, fences shall *not* be a part of any Exclusive Use Area. The Drawings indicate that the Exclusive Use Areas encompass a 3-foot radius around the Unit and any structure adjacent to the Unit (e.g., patio areas).

A. WINDOWS & DOORS

1. 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. Any damage to the Common Element as a result of the new installation is the Unit Owner's responsibility to repair at his or her expense. Modifying or replacing doors or windows is prohibited without written Board approval.

2. Replacement windows must appear aesthetically identical to the window(s) being replaced. Windows must have white frames with white mullions.
3. Storm doors must be all white in color, have clear glass and brass hardware. Screen inserts must be maintained in good repair (e.g., not torn or loose).
4. Front doors must be steel or wood and appear aesthetically identical to the existing door if replaced. Front doors must also be painted all one color, which is "Tarrytown Green #HC-134" by Benjamin Moore (Moorcraft SuperSpec semi-gloss, latex paint).
5. Garage doors must have the same characteristics and appearance of existing doors/panels (e.g., no windows and factory-painted white). The approved garage door brand is Wayne Dalton, door series 9600.
6. Use of plastic or other non-glass window or door liners is prohibited on the Unit exterior.
7. Exterior-facing window treatments must be white.
8. Broken windows, torn screens and damaged front doors must be repaired immediately by the Unit Owner at his or her expense.

B. PATIOS, PORCHES & DECKS

1. Leaving anything on a patio other than furniture designed and sold for outdoor use is prohibited.
2. The altering of decks, patios or porches is prohibited without prior, written Board approval.
3. Standard-size mailboxes meeting USPS guidelines may be installed on porches for disability reasons provided the Owner submits a request to the post office and the mailbox is not affixed to the Unit/building.

C. SIGNS

1. Except as otherwise specifically provided below, signs or advertising of any nature are prohibited from being displayed on or from any part of the Building, Unit or Condominium Property without prior written approval of the Board.
2. Security system signs not exceeding a height of two feet (2') or the size requirement of one foot by one foot (1' x 1') are permitted in the mulch bed closest to the Unit.
3. One (1) professional "For Sale" sign not exceeding 18" x 24" is permitted on a Unit's interior window or storm door.
4. Only during the hours of the Open House, three (3) professional "Open House" signs are permitted as follows: One (1) in front of the Unit, one (1) at the end of the street of the address for sale and one (1) at the entrance to the development. The seller is responsible for informing realtors of sign restrictions.

D. LANDSCAPING

1. Any removals, additions or alterations to plants, shrubs, bushes or trees are prohibited without the Board's prior written approval.
 - i. The only exception is that annual flowers may be planted in moderation in Limited Common Element mulch beds without approval. Annuals must be removed by November 15.
2. A limit of three (3) lawn ornaments (e.g., statues, birdbaths, hummingbird feeders, shepherd hooks and welcome or seasonal signs) will be permitted in the front mulch areas provided they do not hinder grass cutting. Welcome and seasonal signs shall not exceed 36 inches (36"), and shepherd hooks shall not exceed 72 inches (72") in height.
 - i. A limit of one (1) birdbath *or* hummingbird feeder is permitted and considered as one of the three lawn ornaments.
 - ii. A maximum of three (3) potted annual/perennial plants no larger than eighteen inches (18") in diameter may be placed in the mulch area. Vegetable plants are prohibited.
 - iii. Wind chimes are *not* permitted.
3. Owners must water their exclusive areas (lawns) as needed. Please understand that the Board has the authority to attach a hose to any Unit in order to water landscaping if it deems necessary.
4. Any mulch purchased by a Unit Owner must be the same mulch used throughout the Association (brown shredded hardwood mulch).

III. MAINTENANCE AND REPAIR RESPONSIBILITIES

The Declaration of Condominium Ownership and the Bylaws of The Cottages at Savannah Condominium Unit Owners' Association should be read by all Unit Owners and residents. 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 exterior, foundations, roofs, siding and trim
2. Gutters and downspouts
3. Roadways, driveways and walkways
4. Common Element landscaping (except watering) and snow removal
5. Common Element utilities
6. Association's master insurance policy
7. Exterior post lamps and light/coach fixtures
8. Common Element exterminating services
9. Signage (including street and address signs)

The Association cannot possibly eliminate all slippery conditions on the 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.

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 interior surfaces of the perimeter walls, floors and ceilings, including the garage space (and all improvements within that space)
2. The Limited Common Elements designated for his/her use, if improvements were made
3. All doors (including frames, jams, door screens/glass and garage door mechanisms)
4. Garage door openers and any equipment used for opening and closing garage door(s)
5. All windows (including frames, sashes, screens, glass and skylights)
6. All plumbing, electric, heating, cooling and other utility or service lines, pipes, wires, ducts and conduits serving only the Unit (including external compressor unit/pad and outside electrical outlets).
7. All HVAC equipment, ducts, lines, and systems, wherever located.
8. Any damage to any part of the Condominium Property, including the Common Element and/or Units, caused by the Unit Owner, Occupant or guest
9. Mailbox keys (if the previous Unit Owner did not provide you with a mailbox key, please contact the local Post Office)
10. Changing light bulbs in outdoor light/coach fixtures
11. Homeowners insurance for improvements and personal effects

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. Except as otherwise specifically provided below, 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 Unit, and no sign, awning, canopy, shutter, radio/television antenna, satellite dish, air conditioning unit or other wiring shall be affixed to, placed upon or protruding through the exterior walls or roof.
 - i. Roll-up sun shades may be installed without prior Board approval provided they are white and are not affixed to the fascia.
2. 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 as described above). Any Unit Owner contemplating installing a satellite dish/antenna *anywhere* other than within the parameters of the Limited Common Element of the Owner's

mulch/rock bed (on a pole) must submit a written request that includes a drawing indicating the proposed location, height and screening materials to be used for the Board's approval. The dish may not exceed 48" in height or 36" in diameter.

3. Garage, yard, patio and estate/tag sales are strictly prohibited.
4. 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; nor shall any propane tank or combustible material be stored anywhere on the Property. 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.
5. Nothing may be nailed to or hung from any tree on the Condominium Property.
6. Clotheslines are prohibited. No clothing, sheets, blankets, laundry or other articles (including towels, bathing suits, etc.) shall be exposed on any part of the Property.
7. Artificial flowers, sunflowers and vegetable/fruit plants are prohibited.
8. Skateboard riding and rollerblading are prohibited.
9. Recreational equipment, including, but not limited to, swing sets, swimming pools and tents, are also prohibited.
10. Repairs made to Units by contractors or residents may only be performed between the hours of 8:00 a.m. and 8:00 p.m. Monday through Saturday, except in the case of an emergency.
11. Unit Owners shall perform their responsibilities in such manner so as not to unreasonably disturb other persons residing within the building.

B. FLAGS

1. One standard-sized flag (not to exceed 3' x 5') of the United States of America, State of Ohio, and POW/MIA flag are permitted to be displayed within the Limited Common Element in accordance with proper flag etiquette and provided the flag is secured to a bracket on the garage or a wire holder (not exceeding 3' tall) in the mulch bed.
 - a. Proper US Flag Etiquette: Always hang or fly the flag with the union (stars) in the upper left corner. A flag on a flagstaff 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 an Owner in the Common Element is prohibited.

5. The flag must immediately be removed and/or replaced if it is worn, faded or tattered.
6. Other flags are prohibited unless specifically authorized by this Handbook.

C. SEASONAL DECORATIONS

1. Decorations on the lawn area are prohibited.
2. Seasonal decorations may be displayed around front doors, garage doors, windows, railings and in front bushes/trees using appropriate clips. Wreaths around coach light fixtures are also permitted. Electrical lighting must be rated for outdoor use, and caution should be used.
3. Landscape lighting must be kept in the mulch beds or along the sidewalks and conform to the standard outdoor ground spike, lantern-type lighting. Lanterns shall not be more than eight inches (8") high, and light bulbs must be either white or blue.
4. Seasonal lights or decorations may not be put up more than thirty (30) days before and must be removed no later than three (3) weeks after the holiday.
5. The Association may remove and store decorations that are not displayed in accordance with the above rules, and the cost of storage and removal shall be assessed to the Unit Owner. Once the decorations are removed, the Unit Owner will be notified of the storage location, the procedure and costs of retrieval, and the amount of time the decorations will be retained before they are discarded.

D. OCCUPANCY RESTRICTION (Declaration Section 12(n) as amended)

1. No person who is adjudicated to be a sexual predator or habitual sex offender and is required to register with a designated registering agency may reside in or occupy any Unit for any length of time.
2. Units must be occupied by and used for single-family purposes only as private dwellings for owners, their families or lessees and for no other purpose.
3. At all times, at least eighty percent (80%) of the occupied Units shall be occupied by at least one person who is fifty-five (55) years of age or older.
4. Owners are required to respond with accurate information the Association's Age Verification Survey within thirty calendar days.

E. RUBBISH REMOVAL

1. Rubbish, trash, and recycling is prohibited outside the Unit unless contained in a waste container with a closed lid. Waste containers are prohibited outside the Unit unless placed outside at the curb for pickup no earlier than 4:00 p.m. the evening before collection until 8:00 p.m. the day of collection.
 - a. Recyclables should be bagged, tied and placed in proper (green) container in order to reduce broken glass on the streets. Cardboard boxes should be flattened, tied together (if more than one) and placed at the curb for pickup.

2. If you cannot observe these time limits, please make arrangements with your neighbor(s) in order to comply.
3. All rubbish must be placed in securely tied/fastened bags before disposing of in a rubbish container(s) with the lid properly secured. Rubbish must be deposited directly into the appropriate waste container(s) and may not be left outside (Unit doors, garages, patios, etc.) overnight or for any extended period of time.
4. Large-item pickups (for items such as mattresses, furniture, etc.) are scheduled for the first Tuesday of each month (or the following day if the first Tuesday is a holiday). Refrigerators, freezers & AC units will not be picked up unless tagged to show the Freon was removed.

F. PETS (*Declaration Section 12(e) as amended*)

1. One (1) domestic cat or one (1) dog (excluding vicious breeds as described below) is permitted, provided it weighs no more than 60 pounds at maturity. Caged birds and fish tanks are also permitted within a Unit.
2. Wild or exotic pets (e.g., rabbits, livestock, fowl, reptiles, etc.) and vicious dogs (Doberman, Rottweiler, Presa Canario, any dog commonly known as a pit bull or any mixed breeds of the foregoing) are expressly prohibited. Except for domestic animals (household pets), no animals shall be raised, bred, kept or maintained for any commercial purpose in any part of the Condominium Property for any length of time.
3. All pets must be on a handheld leash and under the owner's control at all times when outside the Unit.
 - a. The *only* exception is that pets may be tethered outside of the Owner's Unit, provided the pet owner is present outside with the animal at all times and the pet is tethered at a reasonable distance to ensure the pet's safety and neighboring Unit Owner's safety.
4. Common Element green spaces may be used for pet relief areas while at the same time respecting the privacy of your neighbors and the appearance of community Common Areas.
5. Pet owners are responsible for the immediate, complete cleanup of their pet's waste and the proper, sanitary disposal of pet waste.
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 three (3) 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,

excessive barking.

Examples of nuisance behavior or behavior that creates an unreasonable disturbance for the purposes of this paragraph are:

- a) Pets whose unruly behavior causes personal injury, injury to another animal, or property damage.
 - b) Pets who make noise continuously and/or incessantly for a period of ten minutes or intermittently for two hours or more to the disturbance of any occupant at any time of day or night.
 - c) Pets in Common Elements who are not under the complete physical control of a responsible human companion and on a hand-held leash of no more than six feet in length or in an animal carrier.
 - d) Pets who relieve themselves on walls or floors of Common Elements.
 - e) Pets who exhibit aggressive or other dangerous or potentially dangerous behavior.
 - f) Pets who have lunged at, or charged another animal or person.
8. Pets must be registered with the Management Company by completing a Pet Registration Form (please contact Management for a form) before the animal enters the Condominium Property.

V. SELLING OR LEASING A UNIT

A. SELLING A UNIT

1. One professional "For Sale" sign not exceeding 18" x 24" is permitted on a Unit's interior window or storm door. Only during the hours of the Open House, up to three professional "Open House" signs are permitted as follows: One in front of the Unit, one at the end of the street of the address for sale and one at the entrance to the development. The seller is responsible for informing realtors of sign restrictions.
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 a maintenance fee update letter and certificate of insurance.
3. At the same time as above, the Owner must provide Management with the following:
 - a. Names and full contact information for all residents
 - b. Name and contact info of any person managing the Unit on behalf of the Owner
 - c. Sale price
 - d. Mortgagee
 - e. Any change in the information required in a-d above must be provided to the Board 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 (currently \$150.00) will be charged to the seller and applied to his/her account.

3. The seller is responsible for providing the following items to the buyer:
 - a. Copy of the Declaration and Bylaws, 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)
 - d. Garage door opener(s)

B. LEASING A UNIT (Declaration Section 12(l) as amended)

The following Rules are in accordance with the amendment to Section 12(l) of the Declaration, as recorded at the Lorain County Recorder's Office on October 3, 2004:

4. Except for grandfathered rental Units or hardship exceptions, Units must be occupied by the Unit Owner(s) or the parent(s) or child(ren) of the Unit Owner.
 - a. Any Unit Owner that was leasing his/her Unit prior to October 3, 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 owner.
5. 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. Advertising a Unit for rent or license for any period less than 6 consecutive months is prohibited.
6. 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.
7. Units must not be occupied by more than one (1) single family.
8. 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).
9. The lease document must contain a clause making it subject to the covenants and restrictions in the Association's Declaration, Bylaws, and Rules and Regulations.
10. The Unit Owner is responsible for making the tenant aware of the Rules and Regulations.
11. The Unit Owner is responsible for any violations of the Declaration, Bylaws 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 property damages.

VI. MAINTENANCE FEES & COLLECTION POLICY

1. All assessments, including maintenance fees, are due on the first (1st) day of the month and are considered late if not received by the tenth (10th) of the month.
2. An administrative late charge of thirty-five dollars (\$35.00) per month shall be incurred for any late payment and on any unpaid balance (subject to increase upon further notice).
3. Any payments made shall 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. Principal amounts owed on the account for common expenses and assessments
4. Any past due assessments may cause a lien and foreclosure to be filed against the Unit.
5. Any costs, including attorney fees, recording costs, title reports and/or court costs incurred by the Association in the collection of delinquent assessments shall be added to the amount owed by the delinquent Owner.
6. If any Owner (either by his/her conduct or by the conduct of any Occupant) fails to perform any act that he/she is requested to perform by the Declaration, the Bylaws or the Rules and Regulations, the Association may, but shall not be obligated to, undertake such performance or cure such violation and shall charge and collect from said Owner the entire cost and expense, including reasonable attorney fees, of such performing or cure incurred by the Association. Any such amount shall be deemed to be an additional assessment and shall be due and payable immediately following notification of such charge, and the Association may obtain a lien for said amount in the same manner and to the same extent as if it were a lien for common expenses.
7. If any Owner is delinquent in the payment of any fees for more than thirty (30) days, the Board may suspend the privileges of the Owner to vote.

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. Anonymous complaints do not provide adequate evidence to proceed with enforcement action.
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 below.

B. ENFORCEMENT POLICY –

1. The Unit Owner shall be responsible for any violation of the Declaration, Bylaws 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 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 the right and procedures to request a hearing before the Board to contest the proposed charge and/or enforcement assessment
 - b. To request a hearing, the 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. 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. \$ 0.20 per page for copying regular or legal-sized records. In addition, the owner must pay a minimum clerical fee of \$ 20.00 for the copying of up to 50 pages plus an additional clerical fee of \$20.00 for every increment of 50 pages copied thereafter;
 - ii. \$0.20 per page to scan in and email any paper or printed documents, plus a minimum clerical fee of \$ 20.00 for the scanning up to 50 pages, plus an additional clerical fee of \$20.00 for every increment of 50 pages scanned-in thereafter;
 - iii. \$ 0.20 per page to email any documents or other information that is already in electronic format; and,
 - iv. \$ 50.00 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 \$ 50.00 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.

IX. VACANT UNIT POLICY/MINIMUM HEATING STANDARDS

To avoid the freezing of plumbing lines or fixtures, Owner must continuously maintain heat in their Dwelling at a minimum temperature of 55 degrees Fahrenheit or higher at all times. If at any time the Dwelling experiences a loss of heat, the Owner is responsible to immediately report the problem to a Board member. If a Dwelling will be vacant for more than 72 consecutive hours, the Owner must:

- Make sure all windows are shut and locked;
- Open all cabinet doors where water lines and drains are located;
- Arrange for a responsible person to check on the Unit to verify that the heat is on and that there are no leaks or other concerns.

X. ANTI-HARASSMENT POLICY

The Association will not tolerate harassment of any 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 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 Owner, Occupant, employee, agent, manager, contractor, or other party for any reason.

If an 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.

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
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____

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.

Owner Signature

Address/Unit Number

Date

Print Name

IMPORTANT TELEPHONE NUMBERS

Emergency:

Police or Fire Emergency	911
Police (Non-Emergency)	(440) 327-2191
Fire (Non-Emergency)	(440) 327-5311
Lorain County Sheriff	(440) 329-3709
Poison Control Center	(800) 222-1222

Utilities:

City Utilities Department	(440) 353-0841
Ohio Edison (Electric)	(800) 633-4766
Columbia Gas of Ohio	(800) 344-4077
Republic Services (Trash)	(440) 458-5191
Ohio Utilities Protection Service (OUPS)	(800) 362-2764
Windstream	(800) 843-9214

KareCondo:

Customer Service	(330) 688-4900
Fax	(330) 688-4932
Emergency	(330) 688-4900
Email	info@karecondo.com
Website	www.karecondo.com

General:

North Ridgeville Branch Library	(440) 327-8326
Alpha Property & Casualty (Insurance)	(440) 835-8860
North Ridgeville Post Office	(440) 327-8806
City Hall	(440) 353-0819
French Creek Wastewater Treatment Plant	(440) 934-2008
North Ridgeville Senior Center	(440) 353-0828
Lorain County Auditor	(440) 329-5207

PROPERTY MAP - UNIT ADDRESSES



PROPERTY MAP - UNIT NUMBERS

