

**VILLAS AT PARK PLACE
CONDOMINIUM OWNERS
ASSOCIATION, INC.
POST OFFICE BOX 316
GIRARD, OHIO 44420
www.villacondosgirard.com**

**HANDBOOK
OF
RULES & INFORMATION**

UNIT OWNER: *OFFICIAL DOCUMENT*
PLEASE READ CAREFULLY
DO NOT DISCARD

*THIS COPY IS PERMANENTLY RETAINED BY THE CURRENT OWNER AND
PASSED WITH THE SALE OF THE CONDO TO THE NEW OWNER. THIS IS A
LEGAL RESPONSIBILITY OF THE OWNER.*

***"THE OWNER IS OBLIGATED TO FOLLOW THE RULES, AS IGNORANCE OF
RESTRICTIONS IS NO EXCUSE".**

***Taken from a 2016 publication of "The Kaman Report" ;Kaman &Cusimano, LLC, Attorneys at Law.**

**ADOPTED JANUARY 2005
REVISED JULY 2026**

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INTRODUCTION

The Villas at Park Place Condominiums are located in Girard, Ohio. This private area is serviced by the Girard City Police, Fire, and Water Departments. Weekly trash pickup is provided by Republic Services at owners expense.

The complex is comprised of forty-six (46) units of which twenty-two (22) are duplexes and two (2) are free-standing villas. One (1) duplex is located on Park Avenue and the remaining forty-four (44) units are located on Villa Place.

We are governed by the Condominium Statutes Chapter 5311 of the Ohio Revised Code and by our Declarations and Bylaws. We elect our Board of Directors from our unit owners. The Board manages all of the affairs on behalf of the owners. NOTE: There are not to be less than three (3), or more than five (5) positions on the Board; Board positions are all voluntary and unpaid. Board members hold 2 year terms with 3 positions up for election on odd years and 2 positions up for election on even years.

The Annual Meeting of the unit owners is primarily for the election of Board members and is held in the third quarter (July, August or September) of each year.

This Handbook contains rules and regulations that enhance the safety, health, and well-being of all of our residents. The purpose is to preserve the quality and appearance, and therefore the overall value, of our condominium property. These goals should be shared by ALL of the owners. Your commitment to these goals is shown by your good example.

Board of Directors
Villas at Park Place Condo Owners Association

NOTE: This Handbook of Rules and Information is intended to supplement, not replace, the Declarations and Bylaws of condominium ownership. If there should be any inadvertent discrepancy between what is written in the booklet and the recorded documents, the Declaration and Bylaws shall govern. By purchasing in a deed restricted community, the owners are required to follow the rules. Not knowing is no excuse. Everyone is accountable.

I. OWNER CORRESPONDENCE **PROCEDURES/FORMS**

To ensure clear, consistent, and efficient correspondence between owners and the board of directors, owners **MUST** use the appropriate form for the type of request or correspondence being submitted. **NO VERBAL correspondence will be considered by the board.**

A. **Forms and Uses:** Fill out the appropriate form as instructed.

- i. **Request/General Correspondence Form:** Use for general questions, requests, suggestions, concerns, or other communications directed by the Board.
- ii. **Maintenance/Repair Request Form:** Use to report maintenance concerns, repairs, or issues involving association responsibilities.
- iii. **Architectural Change/Alteration Request Form and Work Order (2 Pages):** Use to request approval for any proposed changes, modifications, additions, or alterations to Common or Limited Common Elements requiring Board review.
- iv. **Complaint/Violation Report Form:** use to formally report alleged violations of the association's governing documents, or rules herein done by fellow owner(s). Please be as detailed as you can. You have the right to remain anonymous.

If a situation is in need of immediate attention, call a board member.

The Board will contact the alleged violator and make a reasonable effort to gain the owner's agreement to cease the violation. If unsuccessful, the unit owner(s) will be subject to sanction in accordance with the penalty provisions contained herein.

**See page 18 XI. ENFORCEMENT PROCEDURES AND ASSESSMENT FOR RULE VIOLATION*

B. **Delivery:**

- i. Mail to: PO Box 316 Girard, Ohio 44420
- ii. Hand delivery directly to a Board member.

Note: It is at the discretion of each individual Board Member to except or not to except hand delivery of any forms of correspondence.

Board meetings are typically held on the 3rd Monday of each month. All correspondence will be assessed at that time and a letter will be mailed back with Board answer or solution.

II. BOARD CORRESPONDENCE **PROCEDURES/FORMS**

The Board of Directors shall maintain standardized correspondence templates to ensure consistent, professional, and timely communication with unit owners. These templates provide guidance for communicating Board decisions, addressing violations, notifying owners of assessments, and responding to owner inquiries.

All correspondence issued by the Board should clearly state the purpose of the communication, reference applicable governing documents when appropriate, identify any required action, and include applicable deadlines.

- A. **Board Response Form:** Used in response to owners general questions, requests, suggestions, recommendations, concerns, or other inquiries.
- B. **Board Correspondence Form (Association Wide):** Used for general correspondence to all unit owners. Such as, general announcements, policy reminders, seasonal reminders, updates to the grounds, changes in procedures, thank-you messages, etc.
- C. **Board Correspondence Form (Individual Owner):** Used for correspondence to an individual owner. Such as, providing information specific to one owner, clarifying a matter, follow-up, reminders, general Board communication, thank-you messages, etc.
- D. **Board Decision Approval/Denial Form:** Used in response to owners for request to make changes, modifications, additions, or alterations to Common or Limited Common Elements. Approval or denial will be given with reasoning.
- E. **Violation Procedures:**
 - 1. *First*, a friendly verbal communication will be given to the owner.
 - 2. **Violation Notice Form:** *Second*, a violation notice will be sent giving violation, applicable governing rule, corrective action, deadline, and understanding that failure to comply will result in an enforcement assessment.
 - 3. **Violation Notice #2 Enforcement Assessment:** *Third*, this form is sent reissuing the same violation adding an enforcement assessment. With the understanding that failure to comply may result in additional assessments and other remedies permitted by the governing documents and Ohio law.
- F. **Immediate Enforcement Assessment:** Used for an owner that the following applies: including, but not limited to, harassment, threats, intentional property damage, or actions creating an immediate safety concern. This comes with an enforcement assessment, and the understanding that failure to comply may result in additional assessments and other remedies permitted by the governing documents and Ohio law.
- G. **Special Assessment Form:** Used when the Board deems it necessary that a project not in the regular budget is needed. Needed for unexpected repairs, major projects, capital improvements, emergencies, or other expenses approved in accordance with the governing documents and Ohio law.
- H. **Individual Owner Assessment:** This form is an assessment that is a reimbursement to the Association for expenses the association incurs as a result of actions, responsibilities, or obligations of the owner, the owner's guest, or owner hired contractors. The assessment has been issued in accordance with the Association's governing documents, rules, and Ohio law. (Continued on page 5)

- I. **Project Notices/Work Order and Work Completion Forms:**
 - 1. **Project Commencement Notice:** Used to inform owners of an upcoming project. Owners will be furnished with location(s) description of project, scope of work, owner instructions, dates, contractor information, and other relevant information.
 - 2. **Project Completion Notice:** Used for informing owners of project completion. A review of the project will be given, project cost, and other relevant information.
 - 3. **Board Work Order Form:** Used by the Board when approving and assigning work to a contractor. This creates a record of what was authorized, who is performing the work, costs, and expectations.
 - 4. **Work Order Completion Report Form:** Used after the contractor completes the work to document that the Board inspected the project, accepted the work, and approved final payment.
- J. **Delinquency Notice Form (Late Fee Assessment):** Used when an owner is delinquent with any Assessment assessed to them.
- K. **Architectural Change/Alteration Request Forms:**
 - 1. **Board Review and Decision Form:** Used in the review/decision process at a Board meeting for approval or denial of an owner request.
 - 2. **Completion Verification Form:** Confirms the approved work was completed as approved or if additional action is required.

III. ASSESSMENTS, LEIN PROCEDURES AND COST OF COLLECTION

- A. **Assessments:**
 - 1. **Regular Assessments:** The routine assessments all owners pay to cover the association's operating expenses, and reserve fund.
*Note: Regular assessments are DUE on the FIRST day of each month.
Owners may pay ahead as long as it is within the same calendar year.*
 - 2. **Special Assessments:** One-time or temporary assessment to cover unexpected expenses or projects not included in the annual budget.
 - 3. **Enforcement Assessments:** Charges imposed for violations of the declarations, bylaws, handbook rules, or Ohio law.
 - 4. **Individual Owner Assessments:** (Reimbursement to the Association) Charges against a specific owner for expenses the association incurs as a result of actions, responsibilities, or obligations of the owner, the owner's guest, or owner hired contractors.
 - 5. **Late Fees, and Collection Costs:** Charges for delinquent assessments, collection costs, attorney fees or other expenses.

Note: Special Assessments, Enforcement Assessments, Individual Assessments, Late Fees, and Collection Costs are due by the date established and communicated in writing, by the board of directors.

**Failure to remit payment by the stated date will result in a \$25 Late Fee.*

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B. **Checks Payable to:** THE VILLAS AT PARK PLACE CONDO OWNERS ASSOC INC.

C. **Delivery:** Mail checks at least one week prior to the end of the month to:

P.O. Box 316, Girard, OH 44420.

Note: Special arrangements may be made with the Treasurer for delivery of assessments.

This is at the discretion of the current Treasurer.

D. **Late Fee:** A seven (7) day grace period is given for mail delays.

If an assessment is later than seven (7) days, a **\$25 Fee** will be assessed.

E. **Collection Costs:** Any costs, including attorney fees, recording costs, title reports, and/or court costs incurred by the Association in the collection of all types of DELINQUENT assessments shall be added to the amount owed by the delinquent owner.

F. **Foreclosure/Lien:** Past due maintenance fees may cause a FORECLOSURE and LIEN to be filed against the owner of the condo unit. In accordance with the declarations, bylaws and rules, if any unit owner fails to perform any required act, the Association may (but shall not be obligated to) undertake such performance or cure such violation, and shall charge and collect from said owner(s) the entire cost and expense (including reasonable attorney fees) of performing or cost incurred by the Association. This amount will be deemed "additional assessment" upon that owner(s) and will be due and payable immediately.

G. **Assessment Increase:** Assessments are increased by 3-5% each year to match the of rate of inflation as prices of services rise.

IV. COMMON ELEMENTS

COMMON ELEMENTS Include all grassy areas, sidewalks, driveways, roadways, parking areas, pavilions, landscaped beds in front of units, pavilion surrounds, entryway and others throughout the property.

A. GENERAL

1. **Vehicles:** The riding of bicycles, snowmobiles, or any other type of vehicle is prohibited on any grassy area.
2. **Recreational activities:** Recreational activities (except visiting in the pavilions) are prohibited in the common elements unless approved by the Board and are restricted to scheduled activity.
3. **Personal Property:** Furniture, playhouses, appliances, planters, decorative items, Doghouses and all other personal items are prohibited anywhere within the common elements. NOTHING is to be left in the common elements at any time and is subject to removal by a board member without notification.
4. **Repairs:** Any portion of common elements needing repair must be reported to the Board in writing. Please call a board member when the matter needs immediate attention!
5. **Damage:** Damage caused by owners, guests, and owner-hired contractors to the common elements including but not limited to trees, shrubs, flowers landscaped beds, grass, mailboxes, siding, roof, light fixtures, sidewalks, driveways, roadways, parking areas etc., and/or equipment will be repaired by the Association at the expense of the responsible unit owner(s).

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All unit owners are responsible for the actions of their guests, and owner-hired contractors.

6. **Noise:** Noises that cause disturbances or create a nuisance are prohibited.
Please refer to the city of Girard sound ordinance.
7. **Dumping/Flushing of Materials:** DO NOT pour any grease into the sink drains or toilets. NO oil, solvent, or volatile/flammable material is permitted in the drains or storm sewers or on any part of common elements of the property.
ONLY toilet tissue should be flushed!!

NO DISPOSABLE WIPES OF ANY KIND TO BE FLUSHED

8. **Garage Door:** For the neatest appearance and safety of the complex, garage doors should be kept closed.

B. MOTOR VEHICLES AND PARKING

1. **SPEED LIMIT** on condo property is **15mph!**
2. **Unit owners parking** is restricted to their garage and on their driveway.
3. **Visitors/Owner Hired Contractors:** Designated parking areas throughout the property and owner driveway are available for that owner's visitors and owner hired contractors.
*Note: PARKING ON THE STREET IS ALWAYS PROHIBITED
AND SUBJECT TO TOW AT OWNERS EXPENSE!*
4. **Commercial vehicles, trailers and boats** are prohibited on condominium property.
5. **Dumpsters and roll-offs** are strictly prohibited on condo property.
6. **Inoperable / unlicensed vehicles** are not permitted longer than forty-eight (48) hours.
7. **Vehicle repairs:** Limited to the owner's personal vehicle(s) and to their own garage.
8. **Damage to Common/Limited Common Elements:** Damages caused by owners, visitors, or owner hired contractors will be repaired at the expense of that owner(s).
9. **Cleanliness of Garage Doors and Driveways** must be clean of any oil, grease, drippings or cleaning products that cause stains or discoloration.

V. LIMITED COMMON ELEMENTS

LIMITED COMMON ELEMENTS: Include, but not limited to, Front porches, open back porches, back porch enclosures, owner installed decks, patios, and all owner added landscaped beds.

CHANGES MAY ONLY BE MADE WITH WRITTEN BOARD APPROVAL

**NOTE: Unit owners must provide the Board with their hired contractor's information, License Bond, and proof of Insurance before approval.*

PORCHES, DECKS, PATIOS, FENCES, ETC.

A. Back Porches

1. Open Back Porches

- i. **Maintenance:** It is the responsibility of the unit owners to maintain the cleanliness of back porches at all times. It must meet the standards of the rest of the property and will be routinely reviewed by the board.
- ii. **Siding/Concrete Floor:** The siding and/or concrete floor in the back porch must not removed, covered, or altered in any way.

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2. Back Porch Enclosures

- i. **Maintenance:** Maintenance, including painting, is the responsibility of the of the unit owner. It must meet the standards of the rest of the property and will be routinely reviewed by the board.
- ii. **Installation/Replacement:** New enclosures must match the windows, white with grids. Plans (drawings) from a contractor must be submitted along with a written request to the board for review and approval.

B. Decks

1. **Maintenance:** Unit owners are responsible for maintaining decks in a safe, clean, and uncluttered manner. decks must be in structurally sound condition at all times. Decks must be kept in good repair and properly maintained to prevent deterioration. Repairs, replacement of damaged components, and cleaning shall be performed as needed, or as instructed by the Board, to preserve the deck's appearance and structural integrity. Power washing is recommended yearly. It must meet the standards of the rest of the property and will be routinely reviewed by the board.
2. **Installation/Replacement of Decks:** New Decks must
 - i. Not exceed 12'x14' (Decided upon individual basis.)
 - ii. be Beige in color
 - iii. be made of composite.
 - iv. have plans (drawings) from a contractor submitted along with a written request to the board for review and approval.
 - v. All areas around the deck, contractor work areas, along with contractor traffic areas from the front to the back of the property must be returned to its prior state.
 - vi. **Prior to final payment, from unit owner to contractor, the unit owner must contact the board for inspection and approval of the project. It must be completed properly and to the standards of the association as described above.**
3. **Easement:** An easement for the addition of decks must be written by the association's lawyers. All easement costs associated with lawyers, state, county, and the city of Girard will be the sole responsibility of unit owners.
4. **Location of Decks:**
 - i. New decks must be in the immediate back of the unit with step(s) (if applicable) placed on the side of deck.
 - ii. A minimum clearance of 8 feet must be maintained between the edge of the deck or intended landscaping surrounding the deck and any property line, fence line, other landscaped areas, detention ponds, or any other area requiring access or clearance.
5. **Insurance:** It is the owner's responsibility to inform their insurance company of an addition of a deck.

C. Patios

1. **Maintenance:** Unit owners are responsible for maintaining patios in a safe, clean, and uncluttered manner. patios must be in structurally sound condition at all times. Patios must be kept in good repair and properly maintained to prevent deterioration. Repairs, replacement of damaged components, and cleaning shall be performed as needed, or as instructed by the Board, to preserve the patio's appearance and structural integrity. Power washing is recommended yearly. It must meet the standards of the rest of the property and will be routinely reviewed by the board.

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2. **Installation/Replacement of Patios:** New Patios must
- Not exceed 12'x14' (Decided upon individual basis.)
 - be neutral in color.
 - be made of paver stones.
 - have plans (drawings) from a contractor submitted along with a written request to the board for review and approval.
 - All areas around the patio, contractor work areas, contractor traffic areas from the front to the back of the property must be returned to its prior state.
 - Prior to final payment, from unit owner to contractor, the unit owner must contact the board for inspection and approval of the project. It must be completed properly and to the standards of the association as described above.**

3. **Location of Patios:**

- New patios must be in the immediate back of the unit.
- A minimum clearance of 8 feet must be maintained between the edge of the patio or intended landscaping surrounding the patio and any property line, fence line, other landscaped areas, detention ponds, or any other area requiring access or clearance.

4. **Insurance:** Owner is responsible to inform their insurance company of patio addition.

D. **Front Porches**

1. **Cleanliness:** Owners must maintain the cleanliness of front porches at all times.

2. **Outdoor Furniture:** Outdoor Furniture is limited to a small side table, Two (2) chairs or chair and 2 seater or 3 seater only or bench.

3. **Planters:** Two (2) 12" pots with flowering plants are allowed on the front porch.

4. **Decorations:**

i. **Floor:** Decorations on the porch floor are limited to 3-4 items.

ii. **Door/Storm Door:** 1 decoration (wreath or plaque) is permitted hanging by a/an:

- Over the door hook
- Suction cup hook
- Magnetic hook

iii. **Windows:** Two (2) decorations (1 on each window) (wreath or plaque) are permitted hanging by a suction cup hook.

iv. **Vinyl Siding:** One (1) vinyl siding hook may be used directly under light fixture.

*NOTE: Only a vinyl siding hook may be used. Damage caused will be the responsibility of the unit owner.

v. **Light Fixtures:** NOTHING is to be hung on or adhered to the front porch light fixture or the two light fixtures on the front of the garage.

vi. **Hand Rails:**

- Hand railings on the front porch are the responsibility of the unit owners and are limited to the same style and color as the units. Plans (Drawings) must be submitted and approval from the board must be given.
- A flower holder is permitted on the railing; it must match the rail.

vii. **Porch posts:** A flag pole holder may be installed on the front post nearest the sidewalk at a height of 5 feet above the concrete decking. The ONLY flag permitted is an all-weather 3'x5' foot American flag. UNLESS illuminated, the flag may only be flown sunrise to sunset.

E. **Fences:** Nothing is to be hung over any fences; clotheslines are prohibited.

F. **Temporary Structures:** Tents, canopies or such for unit owner picnics or parties need prior written approval from the Board.

VI. ASSOCIATION RESPONSIBILITIES

- A. **Property:** Roadways, parking areas, driveways, sewers, common elements, storage shed, lift station, pavilions, lamp posts, sidewalks, and fences.
- B. **Unit Exterior:** Roofs, siding, gutters and downspouts.
- C. **Landscaping:** Care and maintenance of common areas, including yet not limited to trees, shrubs, plants, detention ponds and all mulched beds, mowing, mulching, fertilizing, exterior pest control, and re-seeding of lawns.
- D. **Maintenance:** Front door exterior, garage door exterior, shed, pavilions, lift station, shutters, front light fixtures (including bulb replacement), and exterior trim.
- E. **Insurance:** Insuring of the grounds and all structures on condominium property. 46 units from the studs out, two (2) pavilions, shed, lift station, and Board liability insurance.
- F. **Utility lines** from the road to each unit.
- G. **Interior of Units, Water Intrusion, Moisture, and Damage:** The Association is responsible only for water intrusion or structural damage proven to originate from Common Element Systems (including, but not limited to, roof systems, exterior drainage systems or foundation elements designated as Common Elements).
- H. **Project Management Responsibilities:**
 - i. Review and recommend approval of proposed projects.
 - ii. Assist with the selection and hiring of qualified contractors.
 - iii. Send "Project Commencement Notice" to owners.
 - iv. Oversee projects progress and contractor performance.
 - v. Inspect completed projects to ensure completion prior to final payment approval.
 - vi. Send "Project Completion Notice" to owners.

VII. UNIT OWNER RESPONSIBILITIES

ALL REQUESTS OR COMPLAINTS MUST BE MADE IN WRITING

- A. **Garage door:** Maintenance, repair and replacement of garage door, door mechanisms, tracks, springs, cables, locks, code pads, automatic door openers.
- B. **Windows:** All windows, window frames and screens, including the patio enclosures.
- C. **Doors:** The inside of all exterior doors, interior garage door, back door, storm doors, screens, back porch door and enclosure.
- I. **Doorbell Button:** Maintenance, repair and replacement of exterior doorbell button serving the individual unit.
- J. **Exterior Water Faucet(s):** Maintenance, repair and replacement of exterior water faucets serving the individual unit.

***NOTE: Owners must allow the use of water for repairs, cleaning, etc.**

In the matter of replacement or addition of grass, plants, trees or shrubs at your unit, owners are responsible for watering as instructed by the board.

- F. **Exterior electrical outlet(s):** Maintenance and replacement of exterior outlets serving the individual unit.

***NOTE: Owners must allow the use of electricity for repairs, cleaning, etc.**

- G. **Utilities:** (gas, water, electricity and trash pickup) separately metered for each unit. It is the responsibility of unit owners for payment to each company respectively.
- H. **Maintenance of owner additions:** Including, but not limited to, decks, patios, landscaped beds at the side, back and/or property line.

(Continued on page 12)

- I. **Insurance:** Insurance for the private unit owner and/or resident (including renter) coverage. Each unit owner is responsible for condo insurance for interior (drywall in), personal contents and all owner added decks, patios and landscaping.
- J. **Light Bulb Replacement:** Replacement of light bulbs in all owner added exterior fixtures.
- K. **Utility Service Lines:** Interior utility service lines, pipes, conduits, and clean-outs.
- L. **Satellite Dishes/Antennas:** TV reception apparatuses must be installed on the rear corner of that condo with written permission from the Board; if there are roof repairs or replacements, the owner is responsible to have the provider reinstall and recalibrate it. Current and proceeding owner(s) are responsible for any roof damages.
- M. **Board Hired Contractors:** Under no circumstances is an owner to give direction or criticism to any contractor while working on condo property.
Note: *An Enforcement Assessment in the amount of \$50 will be assessed when a contractor files a complaint to the Board.*
**Contact a board member with an immediate issue.*

ARCHITECTURAL GUIDELINES
PRIOR APPROVAL FOR ALL CHANGES IS MANDATORY
Failure to do so will result with a fine!

All modifications to the exterior of the unit, Common or Limited Common Elements Must have plans (drawings) from a contractor submitted along with a written request to the board for review and approval prior to the beginning of ANY PROJECT.

***NOTE:** *The following must have plans (drawings) from a contractor submitted along with a written request to the board for review and approval.*

- A. **Storm Doors:** Replacement of a storm door on the front or rear of the unit.
- B. **Windows:** Installation of replacement windows.
- C. **Rear Exterior Lighting:** Installation of rear exterior safety/security lighting.
- D. **Doorbell Button/Camera:** Replacement or installation of doorbell button/camera.

VIII. INSURANCE

- A. **Association:** A condominium master insurance policy is purchased by the Association, insuring all structures on condominium property. 46 units from the studs out, 2 pavilions, shed, lift station, all grounds; the Board liability insurance is a separate policy.
- B. **Owners:** Each unit owner is responsible for condo insurance for interior (drywall in), personal contents and all owner added decks, patios and landscaping.

IX. INTERIOR OF UNITS

Unit Owner Responsibilities

- A. **Alterations:** All interior alterations affecting building structure or exterior appearance must have prior written approval by the Board.
- B. **Maintenance, Repairs, and Replacement:** Including, but not limited to, drywall, furnace, air conditioner, water heater, plumbing (including exterior faucets), electrical (including exterior outlets), doorbell (including exterior doorbell button), sump pumps, and appliances.
- C. **Water Intrusion, Moisture, and Damage:** Owners are responsible for all water damage occurring within their unit, including basement areas, regardless of the source, except where such damage is caused directly by a Common Element failure determined by the Board.
- Including, but not limited to:
- i. Damage caused by groundwater seepage, surface water, or stormwater intrusion.
 - ii. Water infiltration through foundation walls, basement floors, or windows.
 - iii. Sewer or drain backup.
 - iv. Failure of sump pumps, backup systems, or drainage components.
 - v. Mold, mildew, or secondary damage resulting from moisture intrusion within unit.
- D. **Basements (If Applicable):** Owners are responsible for all basement areas, including, but not limited to, block walls, windows, drains, moisture control systems, and all finishes.
- E. **Smoke Detectors:** Functioning smoke detectors are required in all units. Testing of the detectors should be done according to the manufacturer.
- F. **Recommendations by the Board:**
1. Installation and routine maintenance of a **battery back-up on SUMP PUMP**.
 2. Installation of a **Carbon Monoxide Detector** and testing should be done according to the manufacturer.

X. LANDSCAPING

General Maintenance of mowing, trimming, mulching of front beds, weeding, fertilizing, snow removal, etc. performed by the associations contracted providers.

PROHIBITED ITEMS

A. **Front/Side:** Including but not limited to:

1. Landscape lighting
2. Bird baths/feeders
3. Animal feeders
4. Wind chimes
5. Decorative flags
6. Alarm signage
7. Lawn Ornaments/Statues
8. Hose reels or Hose holders of any kind including attachment to unit
9. Conduit for electrical outlets or cable TV.
10. Produce plants of any kind
11. Storage units
12. Grills (only permitted on patios/decks and away from unit while being used)

**NOTE: Owners are responsible repair/replacement of siding or any other common elements that may be burned/melted by grills.*

13. Nothing in any grassy areas

B. **Back:** Including but not limited to:

1. Bird baths/feeders
2. Animal feeders
3. Wind chimes
4. Alarm signage
5. Hose reels or Hose holders of any kind including attachment to unit
6. Storage units
7. Planted produce plants in ground (permitted in pots in landscaped beds, patios, or decks)
8. Grills (only permitted on patios/decks and away from unit while being used)

**NOTE: Owners are responsible repair/replacement of siding or any other common elements that may be burned/melted by grills.*

9. Nothing in any grassy areas

C. **Property Line/Fence Line:** Including but not limited to:

1. Bird baths/feeders
2. Animal feeders
3. Wind chimes
4. Alarm signage
5. Hose reels or Hose holders of any kind including attachment to unit
6. Storage units
7. Planted produce plants in ground (permitted in pots in landscaped beds, patios, or decks)
8. Grills (only permitted on patios/decks and away from unit while being used)

**NOTE: Owners are responsible repair/replacement of siding or any other common elements that may be burned/melted by grills.*

9. Nothing in any grassy areas

PERMITTED ITEMS

A. Front Landscaped beds:

1. Two (2) shepherd crooks with hanging flower baskets
2. Two (2) 12" pots with flowering plants are permitted in the mulch.
3. Up to three (3) American Flags on sticks, no larger than 12"x18" are permitted in mulch only for three (3) days before and after USA designated "Flag Holidays".
Presidents Day (3rd Monday of February), Armed Forces Day (3rd Saturday in May), Memorial Day (last Monday of May), Flag Day (June 14th), Independence Day (July 4th), Labor Day (1st Monday of September), Patriot Day (September 11th), Veterans Day (November 11th), Pearl Harbor Remembrance Day (December 7th), All Election Days (Various Dates)

B. Driveway: Two (2) 12" pots with flowering plants may be placed on either side of the garage directly under light fixtures.

C. Seasonal Decorations: Decorative items (except inflatables) are permitted. They should be removed within ten (10) days after the holiday.

OWNER ADDED LANDSCAPING

Plans (drawings) from a contractor or by owner, if owner plans on doing the work themselves, must be submitted along with a written request to the board for review and approval.

A. Side of unit landscaping may be added with the following conditions;

1. Landscaped beds must be contained with a raised paver stone edging and be landscaped with mulch matching the front landscaped beds or river rock. The bed must not exceed 24" including the stone edging from the side of the unit and around the air conditioning unit. **Paver stones must be neutral in color.*
Options are as follows:
 - a. Span the entire length of the unit
 - b. Span from the front of unit to the air conditioning unit
 - c. Span from the air conditioning unit to the back of the unit
 - d. Front corner of unit, must not exceed 24" x 24"
 - e. Back corner of unit, must not exceed 24" x 24"
 - f. Only around air conditioning unit
2. **ONLY flowering plants and greenery not exceeding 18" outward and 36" in height are permitted.**
3. **Shrubs, trees and decorative grasses are NOT permitted.**
4. It is the owners responsibility to maintain throughout all seasons, including, but not limited to: weeding, pruning, cutting back, removal of dead plants and general upkeep of mulch or river rock, and stone edging.
5. Landscaped areas must meet the standards of the rest of the property and will be routinely reviewed by the board.
6. A minimum clearance of 8 feet must be maintained between the edge of any landscaped area and the property line, fence line, other landscaped area, detention ponds, or any other area requiring access or clearance.

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B. Back of unit landscaping may be added with the following conditions;

1. Landscaped beds must be contained with a raised paver stone edging and be landscaped with mulch matching the front landscaped beds or river rock. It must not exceed 24” including the stone edging from the back of the unit.

**Paver stones must be neutral in color.*

Options are as follows:

- a. Span the entire length of the unit except where the step is
 - b. Span from the corner of unit to the step
 - c. Span from the step to the end of the unit
 - d. Back corner of unit, must not exceed 24”x 24”
2. **ONLY flowering plants and greenery not exceeding 18” outward and 36” in height are permitted.**
 3. **Shrubs, trees and decorative grasses are NOT permitted.**
 4. It is the owners responsibility to maintain throughout all seasons, including, but not limited to: weeding, pruning, cutting back, removal of dead plants and general upkeep of mulch or river rock, and stone edging.
 5. Landscaped areas must meet the standards of the rest of the property and will be routinely reviewed by the board.
 6. A minimum clearance of 8 feet must be maintained between the edge of any landscaped area and the property line, fence line, other landscaped area, detention ponds, or any other area requiring access or clearance.

C. Deck/Patio Surround landscaping may be added with the following conditions;

1. Landscaped beds must be contained with a raised paver stone edging and be landscaped with mulch matching the front landscaped beds or river rock. It must not exceed 24” including the stone edging from the surround of the deck/patio.

**Paver stones must be neutral in color.*

Options are as follows:

- a. Span the entire length of all 3 sides except where a step(s) will be or must leave a 3 foot walk off to the grass.
 - b. Span left side except where step(s) will be or 3 foot walk off to the grassy area.
 - c. Span right side except where step(s) will be or a 3 foot walk off to the grassy area.
2. **ONLY flowering plants and greenery not exceeding 18” outward and 36” in height are permitted.**
 3. **Shrubs, trees and decorative grasses are NOT permitted.**
 4. It is the owners responsibility to maintain throughout all seasons, including, but not limited to: weeding, pruning, cutting back, removal of dead plants and general upkeep of mulch or river rock, and stone edging.
 5. Landscaped areas must meet the standards of the rest of the property and will be routinely reviewed by the board.
 6. A minimum clearance of 8 feet must be maintained between the edge of any landscaped area and the property line, fence line, other landscaped area, detention ponds, or any other area requiring access or clearance

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- D. Fence Line/Property Line** landscaping may be added with the following conditions;
1. Landscaped beds must be contained with a raised paver stone edging and be landscaped with mulch matching the front landscaped beds or river rock. It must not exceed 24" including the stone edging from the edge of fence/property line.
**Paver stones must be neutral in color.*
Options are as follows:
 - a. If landscaping against a fence(s), it must not exceed the length of the fence(s).
 - b. If landscaping against the property line, it must not exceed 10 feet in length.
 2. **ONLY flowering plants and greenery not exceeding 18" outward and 36" in height are permitted.**
 3. **Shrubs, trees and decorative grasses are NOT permitted.**
 4. It is the owners responsibility to maintain throughout all seasons, including, but not limited to: weeding, pruning, cutting back, removal of dead plants and general upkeep of mulch or river rock, and stone edging.
 5. Landscaped areas must meet the standards of the rest of the property and will be routinely reviewed by the board.
 6. A minimum clearance of 8 feet must be maintained between the edge of any landscaped area and the property line, fence line, other landscaped area, detention ponds, or any other area requiring access or clearance.

XI. UNIT RESTRICTIONS AND COMMUNITY STANDARDS

A. GENERAL

1. **Emergencies:** Emergency situations should be handled by calling 911.
2. **Common Element Repairs:** Requests for common element repairs for non-threatening problems should be reported to the Board within twenty-four (24) hours.
3. **Exterior Alterations:** All alterations to the exterior of the unit are prohibited.
4. **Window air conditioners and fans are prohibited.**
5. **Attachments to Exterior:** Attachments to the exterior of the unit is prohibited.
6. **Sidewalks/Steps:** Sidewalks and steps must remain clear and clean.
7. **Storage:** Storage of any items in Common Elements and or Limited Common Elements (including under decks) is prohibited. This includes, but is not limited to trash bins, tools, toys, lumber, firewood, debris, paper, bottles, cans, and storage units.
8. **Deicer:** Calcium chloride is the only deicer that can be used on concrete walks and patios. Rock salt may be used on the driveways.
9. **Business:** No business, including garage sales, may be conducted in or from any of the condominiums.
10. **Single Family Residence:** No part of the property shall be used for anything other than housing and the common recreational purposes for which the property was designed. Each unit shall be used as a residence for a single family, and for no other purpose. In accordance with, and to the extent permitted by law. A two (2) bedroom unit shall be occupied by not more than four (4) persons. A three (3) bedroom unit shall be occupied by not more than six (6) persons.
11. **Drapery/Shades/Blinds:** Drapery, shades and or window blinds should be white or off-white as seen from outside. They should be kept clean and be in good condition; no tears, or broken that may be seen from the outside of the unit.

PETS

B. PETS

1. **Dogs/Cats:** Only dogs and or cats are permitted as pets.
2. **Amount Allowed:** A limit of two (2) pets is allowed per unit.
3. **Size of Pet:**
 - a. Dogs must not exceed more than fifty (50) pounds.
 - b. Cats must not exceed more than twenty (20) pounds.
4. **Leash:** Pet(s) must ALWAYS be leashed and never unattended while outside
5. **Tie Outs/Stakes:** The use of tie outs and/or stakes are strictly forbidden.
6. **Waste Clean-up:** Pet owners must **immediately** clean up after their pets and dispose of the waste properly.
7. **Nuisance:** The owner of pet(s) causing or creating recurring nuisances will be subject to a fine.
8. **Damage:** Damage of Common and/or Limited Common Elements are the responsibility of the pet owner. The pet owner will be given an allotted amount of time to remedy the damage. If not done in the allotted amount of time, upon notice, repairs will be completed by the Board and assessed to the pet owner.

C. TRASH REMOVAL

1. **Trash Pick Up:** FRIDAY is our normal scheduled pick-up day. When there's a holiday during the week, trash pick-up will be on Saturday.
 1. **Trash Containers:** Please use the provided trash container or an equivalent durable bin. Do not place loose trash bags at the curb for collection, as this attracts wildlife and creates litter.
 2. **Trash Timeline:** Trash containers are to be put out no sooner than 2pm on Thursday. Trash containers are to be put inside by 6pm. If vacationing, make arrangements for this to be done.

D. SOLICITATIONS

As the signs indicate at the entrance, solicitations are prohibited; violators should be asked to leave and will be reported to the police if they refuse. There are NO PERMITS issued from state, county, or city for solicitation!

XII. ENFORCEMENT PROCEDURES AND ASSESSMENT FOR RULE VIOLATION

- A. If any unit owner or tenant violates a rule in any manner, determined by the Board, which affects the rights of others or their property, legal action may be initiated.
- B. The entire cost of the legal remedy to impose rule compliance, including attorney fees, shall be added to the account of the violating owner(s).
- C. A fee of up to but not exceeding \$50.00 per occurrence (and per month as long as the violation continues) will be charged to the owner in violation of the rules and regulations.
- D. All costs for extra cleaning and/or repairs stemming from the violation will be added to the Assessments
- E. Procedure to be used prior to the imposition of a special assessment for a rule violation:
 - 1. A written notice to stop the alleged violation will be served upon the alleged unit owner(s). Said notice will address the alleged violation, the action required to abate it, and a twenty-four (24) hour time period during which the violation can be abated without imposition of an assessment. If the violation is a continuing one, a statement that further violations of the same rule may result in the imposition of a special assessment.
 - 2. If the same rule is violated past the time period set above or not to exceed three (3) months, the Board will serve the unit owner(s) written notice of a hearing to be held by the Board. The notice shall contain: the nature of the violation, the time and place of the hearing (including at least a seven (7) day notice, a request for the violator to attend the hearing with a statement or evidence on his/her behalf, and the intention of the Board to impose up to a fifty (\$50.00) dollar assessment per violation occurrence.
 - 3. At the hearing, the Board and alleged violator will have the right to present any evidence. This hearing will be held in Executive Session. HEARING MINUTES WILL BE TAKEN and will include proof of hearing, evidence of notice to violator, intent to impose a special assessment and other pertinent data. A special assessment may be imposed by a majority vote of the Board.

XIII. SALE OF CONDO UNIT

- A. **Notification of Sale:** The owner, next of kin, executor, or lawyer must notify the Board of the impending sale prior to the unit being put on the market. The Board must verify that the unit has its Unit File Folder containing the proper paperwork. This will insure a smooth transition of ownership.
- B. **Signage:** A single *FOR SALE* sign is permitted in the front window. OPEN HOUSE signs are permitted ONLY on the day of the open house and must be removed immediately afterward.
- C. **Meeting with the Board:** The prospective owner(s) must contact the Board to set up a meeting. This is the prospective owner(s) opportunity to ask questions about the association, Declarations and Bylaws, handbook, insurance, grounds, etc. At this time, the Board will have time to interview the prospective owner(s)
- D. **Board Requirements:** The Board will provide information regarding the Association with banks, realtors, appraisers, escrow agents, etc.
- E. **Seller Responsibility:** The seller is responsible for providing the new owner(s) with the "Unit File Folder". The "Unit File Folder" contains everything that the new owner(s) will need, including a recorded copy of the Declaration and Bylaws, Handbook and other important documents pertaining to the association and to that individual unit.

NOTE: Declarations, Bylaws, and Handbook may be obtained from the Association for a \$10 fee per document. Replacement of the Entire "Unit File Folder" is \$50.

XIV. LEASE OF CONDO UNIT

- A. **Board Acknowledgment:** The Board must be contacted immediately if you are considering leasing; the Board will work with you in accordance with the bylaws.
- B. **Lease Term:** A MINIMUM term of a lease is for ONE YEAR.
- C. **Background Check:** The unit owner is responsible for the tenant's background check regarding credibility.
- D. **Lease Clause:** The lease must contain a clause making it subject to the Covenants and Restrictions of the Owners' Association.
- E. **Tenant Information:** The Unit Owner(s) is required to provide tenant information to the Board. Furnishing all contact information (name, address, phone number and also the Emergency contact name and phone number to the Board.
- F. **Tenant Violations:** The Owner(s) is/are responsible for tenant violations of the Declarations and Bylaws, and the Handbook of Rules and Information. Any and all violation assessments and damages incurred.