

VILLAS AT PARK PLACE
CONDOMINIUM ASSOCIATION

POST OFFICE BOX 316 GIRARD OHIO 44420

HANDBOOK
OF
RULES AND INFORMATION

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

THIS IS A PERMANENT BINDER THAT IS RETAINED BY THE CURRENT OWNER AND PASSED WITH THE CONDO. PAGES WITH CHANGES WILL BE PROVIDED; PLEASE INSERT AS A REPLACEMENT PAGE. THIS IS A LEGAL RESPONSIBILITY OF THE OWNER AND *"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.

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VILLAS AT PARK PLACE

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INTRODUCTION

The Villas at Park Place condominiums are located in Girard, Ohio. They are serviced by the Girard City Police, Fire, and Water Departments: this also includes Trash pickup.

The property 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: they are all voluntary and unpaid.

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

This Handbook contains rules and regulations that take into consideration the safety, health, and well-being of all of our residents. We aim to preserve and enhance the quality and appearance, and therefore the value, of our condominium property. These goals should be shared by ALL of the owners. Your commitment to these goals is shown by your example! Be a GOOD example!

Board of Directors
Villas at Park Place Condo 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. ENVIRONMENT OF COMMON ELEMENTS

***COMMON ELEMENTS INCLUDE ALL OF THE PROPERTY EXCEPT THE FRONT PORCHES AND OPEN PATIOS: THOSE ARE LIMITED COMMON ELEMENTS.**

A. GENERAL

1. The riding of bicycles, snowmobiles, or any other type of vehicle (on any grassy area) is prohibited.
2. 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. Furniture, playhouses, appliances, planters, decorative items, and doghouses are prohibited anywhere within the common elements; NOTHING is to be left in the common element overnight. This includes the sidewalks and driveways! Two outdoor chairs and two planters may be used on the front porch. Please keep decorations tasteful and few. "Less is more" is a great quote.
4. Any portion of common elements needing repair must be reported to the Board in writing.
5. Damage to the common elements including but not limited to trees, shrubs, flower beds, grass, etc., and/or condominium equipment will be repaired by the Association at the expense of the responsible unit owner(s). All unit owners are responsible for the actions of their family and guests.
6. Noise that causes a disturbance or creates a nuisance is prohibited.
7. No one is permitted to pour any oil, solvent, or volatile/flammable material into the drains or storm sewers. These present a potential fire/explosion hazard.
8. Please use common sense when leaving your garage door open; if it houses a great deal besides your cars, please leave it closed unless you are working in it.

B. MOTOR VEHICLES AND PARKING

1. SPEED LIMIT on condo property is 20mph!
2. Unit owners are permitted to park only in their garage and on their driveway.
3. Visitors must park in authorized areas only. These spaces are for visitors ONLY. PARKING ON THE STREET IS ALWAYS PROHIBITED!
4. Commercial vehicles, trailers, boats, dumpsters, roll-offs etc. are prohibited on condominium property. Providers may use temporarily, e.g. roofers.
5. Inoperable or unlicensed vehicles are not permitted longer than forty-eight (48) hours.
6. Vehicle repairs will be limited to the owner's personal vehicle and limited to their own garage.
7. Park your cars so that there is no damage to common elements. Any damage will be repaired at the cost of the responsible owner(s), including by family or guests.
8. Garage doors and driveways must be clean of any oil, grease, drippings or cleaning products that cause stains or discoloration.

II. ASSOCIATION RESPONSIBILITIES

- A. Streets, parking areas, driveways, sewers, common elements, storage shed, lift station, pavilions, lamp posts, walkways, and fences.
- B. Roofs, siding, gutters and downspouts.
- C. Care and maintenance of common area trees, shrubs and retention ponds.
- D. All mowing, mulching, fertilizing, pest control, and re-seeding of lawns.
- E. Painting and maintenance of the main door, garage door and exterior trim.
- F. Insuring of all structures on condominium property.
- G. Utility lines from the road to each unit.

III. UNIT OWNER RESPONSIBILITIES

- A. Garage doors, including door mechanisms, tracks, springs, cables, locks, code pads, automatic door openers and replacement of all.
- B. All windows, window frames and screens, including the patio enclosures.
- C. All exterior and interior doors and door frames, storm doors and screens; .
- D. The exterior water faucet and electrical outlets serving the individual unit. NOTE: if there is a need for water in a repair or update at your unit, owners should be willing to allow that use.
- E. The utilities separately metered for the unit.
- F. Maintenance of any approved plantings or fencing installed by the unit owner.
- G. Insurance for the private unit owner and/or resident coverage.
- H. Replacement of burned out light bulbs in all exterior fixtures.
- I. Interior utility service lines, pipes, conduits, and clean-outs serving the individual unit.
- J. TV reception dishes 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. Owner is responsible for any roof damage from dishes.
- K. Keys for each unit should be left with a neighbor should an emergency situation arise.
- L. No owner should give direction or criticism to any provider working on Condo property.
All complaints or questions should be made in writing to the Board.

IV. LIMITED COMMON ELEMENTS

NO CHANGES CAN BE MADE WITHOUT WRITTEN BOARD APPROVAL

A. PATIOS, PORCHES, AND DECKS

- 1. The patio in each unit is the responsibility of the unit owner. Patio enclosures need prior written approval from the Board.
- 2. Nothing is to be hung over any fences or deck railings; clotheslines are prohibited.
- 3. Temporary tents, canopies or such for unit owners picnics or parties need prior written approval from the Board.
- 4. Expense, maintenance, and insurance for open-air decks are at the owner's expense. Prior Board approval is required; specific approved vendor information is available on request.
- 5. Safety railings in the garage or on the front porch are the responsibility of the unit owners and are limited to the same style and color as the units. Contact the Board for approval and vendor information.

V. INTERIOR OF UNITS

- A. All interior alterations affecting building structure or exterior appearance must have prior written approval by the Board.
- B. All interior repairs including drywall, furnace, water heater, plumbing, and appliances are all the responsibility of the unit owner. Doors, screen doors, screens, and windows are to be in good repair and are the responsibility of the unit owners.
- C. It is highly recommended that all unit owners install a battery back-up to the SUMP PUMP.

VI. INSURANCE

- A. As a condominium property, a master policy for insurance coverage is purchased by the Association. Each unit owner/resident is responsible for insurance on their personal belongings and any improvements such as basement remodeling, storm doors, wallpaper, paneling, ceiling fans, or other additions.
- B. Smoke detectors (in good operating condition) are required in all units. Carbon monoxide detectors are encouraged. Inspection and testing of the detectors should be done according to manufacturers recommendations.

VII. ARCHITECTURAL GUIDELINES

A. APPROVAL FOR ALL CHANGES

- 1. A written request for any type of modification to the exterior of the unit, common or limited common elements must be submitted to the Board for review. Written Board approval must be received in writing by the unit owner prior to initiation of ANY PROJECT. Failure to receive PRIOR Board approval results in a rule violation which may include an assessment and/or fine to the unit owner(s).
 - a. Installation of a storm door on the front or rear of the unit must have prior written approval by the Board.
 - b. Installation of replacement windows and/or storm windows must have prior written approval by the Board.
 - c. Installation of safety lighting requires prior written approval by the Board; this includes Board specified location only.
 - d. Installation of a dish requires prior written approval by the Board with specific location.

VIII. LANDSCAPING

- A. Mowing and trimming will be performed by the contracted landscaper.
- B. Any owner-added landscaping must have prior written approval from the Board.
- C. Two hanging flower baskets on shepherd crooks and two pots are permitted in the mulched area. A flower holder is permitted on the railing, but it must match the rail.
- D. All freestanding flower pots are limited to twelve (12) inch diameter; two are permitted on the porch and two in the mulched area. AVOID common areas (sidewalks and driveways)! Pots are permitted on the patio areas and rear of the condos, but away from grass & trimmed areas!

ALL OF THE FOLLOWING ITEMS ARE PROHIBITED

- 1. ANY item that would be attached to the structure with the EXCEPTION of the US FLAG.
See "Unit Restrictions #5" on page 7
- 2. No landscape lighting, bird baths or feeders, animal feeders, wind chimes, decorative flags, hose reels or holders, or conduit for electrical outlets should be placed in ANY common area.
- 3. No produce plants in the front area.

IX. UNIT RESTRICTIONS

A. GENERAL

1. Emergency situations should be handled by calling 911.
2. Requests for common element repairs or non-threatening problems should be reported to the Board within twenty-four (24) hours for insurance purposes.
3. Any alteration to the exterior of the unit is prohibited, including trim or paint.
4. Window air conditioners and fans are prohibited.
5. Attachments to the exterior of the unit is prohibited, however, a satellite dish may be permitted with prior written approval from the Board. Placement is restricted to the back roof.
6. ONLY an all-weather American flag (3x5 foot) in good condition may be displayed. It must be attached on the front post nearest the sidewalk at a height of 5 feet above the concrete decking. UNLESS illuminated, the flag will be flown sunrise to sunset.
7. ANY obstruction to a walkway or steps (common area) is prohibited!
8. Storage of any items in the limited common elements (including under decks) is prohibited. This includes, but is not limited to, tools, toys, lumber, firewood, debris, paper, bottles, cans, and junk.
9. Calcium chloride is the only deicer that can be used on concrete walks and patios. Rock salt may be used on the driveways.
10. No business, including garage sales, can be conducted from any of the condominiums.
11. 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 one (1) bedroom unit shall be occupied by not more than two (2) persons. 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.
12. Exterior of drapes, shades or window coverings should be white or off-white.

B. PETS

1. ONLY dogs or cats are permitted as pets. No more than two pets are permitted per unit. Weight restriction is fifty (50) pounds per dog and twenty (20) pounds per cat.
2. Pets must be on a leash and never unattended when in the common elements of the condominium property. They cannot be tied to any tree or shrub in the common area.
3. Pet owners must immediately clean up after their pets and dispose of the waste properly.
4. Any pet causing or creating a recurring nuisance or unreasonable destruction will be permanently removed. The Association will give written notice of seven (7) days.
5. Damage to any lawn or shrubs is the responsibility of the pet owner. Upon notice, the owner will make repairs to the lawn. If not, the repair will be completed and owner billed.
6. Cats are prohibited from roaming the common elements.

C. TRASH REMOVAL

1. The City of Girard contracts and is responsible for removal.
2. Trash is put out after two (2) pm on Thursday to be picked up on Friday morning. When there is a holiday during the week, they come the next day, Saturday included.
3. TRASH BAGS should be securely tied. Cans are to be put away by six (6)pm.

D. SOLICITATIONS

Solicitations are prohibited; violators should be asked to leave and may be reported to police.

E. SEASONAL DECORATIONS

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

X. SALE OR LEASE OF CONDOMINIUM UNIT

A. SALE OF UNIT

1. A single *FOR SALE* sign is permitted ONLY in the front window. OPEN HOUSE signs are permitted ONLY on the day of the open house and removed immediately afterward.
2. After a sales agreement has been executed, at least thirty (30) days prior to transfer, the Unit owner or realtor must contact the Board. This is for any documentation required by the Association, maintenance fee update, and certificate of insurance for the buyer.
**The name, address and phone number of the purchaser must be provided to the Board.
3. The Board will cooperate with banks, realtors, appraiser, escrow agents, etc. A fee for processing may be charged to the seller at the time of title transfer.
4. ** The seller is responsible for providing a recorded copy of the Declaration and Bylaws and Handbook to the buyer. (They may be obtained from the Association for a fee).

B. LEASE OF A UNIT

1. Please contact the Board immediately if you are considering this; they will work with you in accordance with the bylaws.
2. The MINIMUM term of a lease is for ONE YEAR.
3. The unit owner is responsible for the tenant's background search regarding credibility.
4. The lease document must contain a clause making it subject to the Covenants and Restrictions of the Owners' Association.
5. The Unit Owner(s) will be required to provide information about the tenant to the Board. They will furnish all contact information (name, address, phone number and also the Emergency contact name and phone number to the Board (Secretary).
6. 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 will be held the responsibility of the Owner(s).

XI. MAINTENANCE FEES, LEIN PROCEDURES AND COST OF COLLECTION

- A. Maintenance fees and assessments are DUE on the FIRST day of each month. Owners may pay ahead as long as it is in the calendar year. If payment is not received on time, an administrative charge may be incurred, at Board discretion, on any unpaid balance.
- B. Make your check payable to **THE VILLAS AT PARK PLACE CONDO ASSOC** and mail it to P.O. Box 316, Girard, OH 44420. Your payment is expected to be at the Post Office by the first (1st) of the month: NO EXCEPTIONS.
- C. Any costs, including attorney fees, recording costs, title reports, and/or court costs incurred by the Association in the collection of DELINQUENT maintenance fees or assessments shall be added to the amount owed by the delinquent owner.
- D. Past due maintenance fees may cause a FORECLOSURE and LIEN to be filed against the owner of the condo unit.
- E. 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 cure incurred by the Association. This amount will be deemed "additional assessment" upon that owner(s) and shall be due and payable with the next month's fees and/or assessments. **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 a common expense.

XII. COMPLAINT PROCEDURE

- A. Complaints about anyone violating the rules must be submitted **in writing** to the Board; it must contain the date, unit number, telephone number and signature of the individual filing.
- B. In most cases, 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 hereunder.

XIII. ENFORCEMENT PROCEDURES AND ASSESSMENT FOR RULE VIOLATION

- A. If any unit owner or tenant violates a rule in a 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 fee.

E. Procedure to be used prior to the imposition of a fee 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 an 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 an assessment and other pertinent data. An assessment may be imposed by a majority vote of the Board.