



**Meadowood Condominium Association  
5286 Meadowood Lane  
Westerville, OH 43082**

**Dear Meadowood Owner/Resident,**

If you are new to Meadowood - WELCOME! We are pleased you have chosen to live in our community. Meadowood was developed by Epcon in 2000, and we have found this a GREAT place to live. Meadowood is a community made up of 68 single-family units in 17 buildings. Amenities include a Clubhouse with a Fitness Room, Community Room, and Library; a Pool, a fishing pond, and lots of green space. Someone from the Welcoming Committee will fill you in on the details and see that you get off to a good start.

If you are already an Owner/Resident of Meadowood, this **Meadowood Handbook** replaces any previous version you may have of the **Rules & Regulations**.

Scope and Purpose of the new **Meadowood Handbook**:

- **Part 1 – Association Organization & Responsibilities** - definitions, descriptions, procedures of how the Meadowood Condominium Association works; Association responsibilities and Owner/Resident responsibilities
- **Part 2 - Rules & Regulations** - guidelines essential to help maintain property values through similar curb appearance and upkeep of buildings and grounds. Living in a deed-restricted community brings with it the responsibility to adhere to all of the governing documents including the **Declaration & By-Laws** set in place by the developer, as well as the **Rules & Regulations** enacted by the Board of Directors. By adhering to these rules, we can all continue to enjoy and take pride in our community. It is the Board of Directors' responsibility, along with our Property Managers, to enforce these rules, and a description of the Board procedures for enforcement is also included.
- **Appendix** – current approved models of door, window, light replacements, as well as other helpful information that is updated as needed, such as names of Board members, forms, trash collection, etc. Any exterior changes require submission to the Board of a Variance Application for Exterior Improvement.

Your level of social interaction is up to you, but we have found that getting to know your neighbors is a key to Meadowood's success. Meadowood provides ample social opportunities. Also, the Board cannot do its work adequately and keep assessment fees reasonable without the participation of many volunteers. We encourage you to become involved in our Meadowood community. Don't hesitate to contact us if you have questions. We hope you enjoy Meadowood living!

**The Meadowood Board of Directors**

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## AUTHORITY OF MEADOWOOD DOCUMENTS

**AUTHORITY** – The “Meadowood Handbook: Organization, Responsibilities, Rules & Regulations”, herein referred to as the MEADOWOOD HANDBOOK, is under the express authority granted in the Association’s organizational documents (“Declaration & Bylaws”, Article III, Section 2p and Ohio Revised Code Chapter 5311 “The Ohio Condominium Act”) to promote harmony, to serve the best interests of the Unit owners and, as a whole, the Association, and to protect and preserve the property and values of the Condominium and the Units. The MEADOWOOD HANDBOOK expands on general covenants and restrictions contained in the Condominium “Declaration & Bylaws” and Chapter 5311 of the Ohio Revised Code. (If you did not receive a copy of the Declaration & Bylaws at closing, you may download a copy from the Meadowood website.)

**ENFORCEABILITY** – The Condominium “Declaration & Bylaws” authorizes the Board of Directors to enforce the covenants and restrictions contained in the Condominium “Declaration & Bylaws”, and the MEADOWOOD HANDBOOK, adopted and published by the Board, and provides a variety of sanctions including enforcement assessments and legal costs. The “Declaration & Bylaws”, along with the Ohio Revised Code 5311, provide for additional enforcement actions.

**APPLICABILITY** – This MEADOWOOD HANDBOOK supersedes any previously published guidelines in their entirety. If there is a conflict between a provision of the MEADOWOOD HANDBOOK and the “Declaration & Bylaws”, the “Declaration & Bylaws” will govern.

**MODIFICATIONS** – The MEADOWOOD HANDBOOK was approved by the Board of Directors and is effective as of **July 12, 2022**. The MEADOWOOD HANDBOOK may be amended or modified from time to time, as conditions change, upon approval of a majority vote of the Board of Directors, and such modifications shall become part of the MEADOWOOD HANDBOOK. Sufficient notice to all Owners/Residents will be provided for any additional changes to the rules. If/when changes are made, revised pages will be distributed to all Owners/Residents. A revised copy will be provided when needed.

**AMENDMENTS TO “DECLARATION & BYLAWS”** – Amendments to the organizing documents of Meadowood Condominium require the consent of Unit Owners exercising seventy-five (75%) or more of the voting power of Unit Owners. Each Unit Owner/Resident shall be entitled to one vote for each Unit owned. (Declaration & Bylaws”, Article XIX, p. 21)

## **PART 1: ASSOCIATION ORGANIZATION & RESPONSIBILITIES**

### **1.0 BOARD OF DIRECTORS**

- 1.1 Members of the Board of Directors (Board) are elected for a three (3) year term at the Annual Meeting. Ideally, no more than two (2) Directors are elected each year to facilitate continuity. (see Appendix F for current Board members, contact information, and responsibilities)
- 1.2 The elected Board provides leadership for the Meadowood Condominium Association and is responsible for making decisions that reflect the best interests of Owners/Residents and assure the continuation of the high quality of this community.
- 1.3 Board Meetings – The Board generally schedules monthly meetings as needed to conduct the Association’s business. Owners/Residents will be notified of these meetings at least five (5) days in advance and are welcome to attend. The Board may also meet in Executive Session (closed to Owners/Residents) to conduct business of a confidential nature. The Board has the authority at any time to conduct closed meetings at the discretion of the Board.

**2.0 QUARTERLY MEETINGS** - The Board is required to have Quarterly Meetings, usually scheduled in January, April, July, and October. The July Quarterly Meeting is to be held shortly after the Annual Meeting and is the organizational meeting of the new Board. Quarterly meetings are open to all Owners/Residents and provide all of the Board of Directors an opportunity to report on issues related to their individual responsibilities as well as general community concerns. Owners/Residents should be notified of these meetings five (5) days in advance.

**3.0 SPECIAL MEETINGS and EXECUTIVE SESSIONS** - Special meetings or work sessions may be called by the President or other Board of Directors, e.g., budget meetings called by the Treasurer, or contract negotiations with service providers. Ex officio committees of the Board may be invited to provide input. Executive Sessions may be called by the President to deal with matters of a confidential nature.

### **4.0 ASSOCIATION ANNUAL MEETING**

- 4.1 The Association Annual Meeting will occur in July of each year, unless otherwise determined by the Board and is open to all Owners/Residents. The meeting will convene at 7:00 p.m. in the Clubhouse or other time and place designated by the Board.
- 4.2 The Property Management Company will formally announce this meeting and publish the agenda 7 days prior to the meeting, including nomination forms for Board openings and a Proxy form for Owners who cannot attend. Only Owners may assign a Proxy.
- 4.3 An election will be held for any open positions on the Board. The newly elected Board member’s term begins immediately after the election, with the outgoing Board member(s) providing support as needed during the transition.
- 4.4 Voting Authority – Each Unit Owner shall be entitled to one vote per Unit.

## 5.0 COMMUNICATION BETWEEN BOARD AND OWNER/RESIDENT

5.1 Communication of Issues to the Board - Should an Owner/Resident wish to present an issue for Board consideration, the issue may be presented in one of the following ways:

- Contact any Board member by phone or email
- Write a letter to the Board and present it to a Board member
- Contact the Property Management Company by phone or email
- Request to speak at a Board meeting if you plan to make a presentation; however, any Owner/Resident may ask questions at a Board meeting without prior notification to the Board.
- Any request concerning a change to the exterior of a Unit must be submitted in a Variance Application for Exterior Improvement. Landscaping variances should be submitted to the Grounds Director for approval. Building variances, including replacement of AC condensers and pads, should be submitted to the Building Director for approval.

### 5.2 Distribution of Board Meeting Minutes

5.2.1 Formally approved minutes of all Board and Annual Meetings, with exception of Special or Executive Sessions, will be posted on the Meadowood website by the Board Secretary.

5.2.2 Each Board Member will be provided a copy of these minutes, less attachments.

5.2.3 Copies of past Quarterly Board Minutes and Annual Meetings can be found in the Clubhouse Library Minutes Book and on the Meadowood website for Owner/Resident review.

### 5.3 Document Inspection Policy (Italics identifies attorney's text)

*The Board reserves the right to deny inspection of any documents within the Association records until such time as the Unit Owner provides a "reasonable and proper purpose" for inspection and copying of such documents, as deemed appropriate by the Board. (See Appendix J for Document Request Form)*

5.3.1 *Only Unit Owners have a right to review the Association records. Residents who are not Owners have no right to review or inspect. A Unit Owner requesting to inspect the Association's books and records must submit the request to the Association's Property Management Company in writing and at least ten (10) business days prior to the desired date of inspection. The request for inspection must do all of the following: (1) state the purpose for the inspection; (2) agree not to use or distribute any documents or information obtained during the inspection for any purpose other than the stated purpose for the inspection; (3) specify the type of documents and dates/months to be inspected; and (4) specify the type and dates/months of documents to be copied. The Association is under no obligation to provide documentation related to Association records which*



is five (5) or more years old from the date of the Unit Owner's request for inspection and copying of the Association's books and records. (see Appendix J for Document Inspection Request Form)

- 5.3.2 A Unit Owner may assign a representative (e.g., an attorney, accountant, or other individual providing a professional service for the Unit Owner) to inspect the Association's records on his, her, or its behalf, but the Unit Owner must provide written notice of the assignment to the Manager prior to the inspection, which shall include the following: (1) the name, business telephone number, and business e-mail address of the representative; and (2) the relationship to the Unit Owner (e.g., attorney, accountant, or other professional service provider). The designated representative will be subject to this Document Inspection Policy, as well as all of the other governing documents for The Meadowood Condominium Association, while acting on behalf of the Unit Owner.
- 5.3.3 The Association's Property Management Company may only retain specific documents for certain periods of time. A Unit Owner will not be able to inspect or copy documents that are no longer kept on record with the Property Management Company.
- 5.3.4 The Association's records will only be available for inspection during Manager's normal business hours, which, at the time of the adoption of this Document Inspection Policy, are 9:00 a.m. EST to 4:00 p.m. EST. Unless otherwise agreed to in advance by the Board or Manager, records may only be inspected Monday through Friday and not on any federal or state holiday.
- 5.3.5 All original copies of the Association's records will not be permitted to leave the presence of the Manager. Accordingly, a Unit Owner must copy any document that the Unit Owner would like to take from Manager. The Unit Owner requesting copies of Association records will be charged a reasonable copy fee for each page of any document copied for the Unit Owner. (see Appendix G for current charges)
- 5.3.6 Unit Owners will also be required to pay an hourly charge for the administrative costs of the Manager for gathering the requested documents. This cost is the actual cost charged by Manager to the Association in response to document inspection and copying requests, and this cost will be passed on to the Unit Owner for whom this cost was incurred. (see Appendix G for current charges)
- 5.3.7 After accumulating all documents related to a Unit Owner's request, Manager will calculate the copying fees and administrative costs associated with the request for inspection and submit an invoice for those fees and costs to the requesting Unit Owner. The Unit Owner must remit payment for the invoice before the Management Company is authorized to release the copies of the requested records to the Unit Owner.
- 5.3.8 The following records of the Association **will** be available for inspection:
- 5.3.8a The Association's accounting records showing the collection of common assessments paid by the Association's members, which will not include references to specific Unit Owners or Units;

5.3.8b Records showing the allocation, distribution, and collection of the common profits, losses, and expenses among the Condominium's Unit Owners, none of which will include references to specific Unit Owners or Units;

5.3.8c The Association's accounting records that specify the receipts and expenditures relating to the Condominium's common elements and other common receipts and expenditures, which records include monthly, yearly, and year-to-date income and expense reports and balance sheets;

5.3.8d Monthly bank statements for all accounts held in the Association's name, with the account numbers redacted;

5.3.8e Annual budgets adopted by the Association;

5.3.8f The names and addresses of the Unit Owners and their respective undivided interests in the common elements;

5.3.8g The original "Declaration & Bylaws" and all amendments to the "Declaration & Bylaws", the Association's Articles of Incorporation, and the "Meadowood Handbook: Organization & Responsibilities, Rules & Regulations".

5.3.8h The declarations pages or Certificates for all of the Association's insurance policies;

5.3.8i Reserve studies; and

5.3.8j The Association's meeting minutes for all Annual and Special meetings of the members of the Association, as well as all Board-approved minutes from any regular Board meeting (except that confidential information will be redacted as needed and Executive Session minutes will not be provided due to the nature of confidential information-see I(a) below).

**5.3.9 The following records of the Association will not be available for inspection unless specifically approved by the Board:**

5.3.9a Minutes for Board Executive Session meetings;

5.3.9b Information related to Condominium property-related personnel matters, including, but not limited to, time sheets, rate of pay, job applications, and performance reviews;

5.3.9c Any agreements or communication with the Association's legal counsel; the Association's attorney's work product pertaining to potential, threatened, past, or pending litigation; communications and opinions from or to the Association's counsel regarding other Association and Condominium property-related matters; and communications to, from, or between the Association's counsel, Board, or Manager;

5.3.9d Any documents or reports prepared by the Board or at the Board's request for potential, threatened, past, or pending litigation;

5.3.9e Information that pertains to transactions currently under negotiation, including, but not limited to, unaccepted bids and quotes from prospective contractors or other service providers;

5.3.9f Information that pertains to contracts or other agreements containing confidentiality requirements and that are subject to those requirements.

5.3.9g Contracts with contractors, service providers, or professionals hired by the Association;

5.3.9h Information that relates to the enforcement of the "Declaration & Bylaws" and its amendments, the "Meadowood Handbook: Organization & Responsibilities, Rules & Regulations", including enforcement and collection letters, notices, hearing notes and minutes, decisions, specific identification of Unit Owners delinquent in the payment of their assessments to the Association, or any other information related to enforcement of the Association's governing documents;

5.3.9i Information and documents regarding insurance claims unrelated to the requesting Unit Owner;

5.3.9j The telephone numbers or e-mail addresses of the Association's Unit Owners or their tenants on file with Management; or

5.3.9k Any information the Association is prohibited to disclose pursuant to federal, state law, or local law.

#### 5.4 Meadowood Community Website

- 5.4.1 A community website is maintained to share important information with Owners/Residents. Except for the HOME page and the FAQ (Frequently Asked Questions) page, the website pages are password protected.
- 5.4.2 The website contains tabs for viewing upcoming activities, Emergency Directory, community financials, meeting minutes, a photo gallery and more.
- 5.4.3 If you have questions about using the site or suggestions for improvements to the site, please contact the Webmaster.  
(see Appendix E)

5.5 Other Communication Methods with Owners/Residents - Communications to Owners/Residents may also include letters from the Board or Property Management, and Meadowood Updates (electronic).

**6.0 PROPERTY MANAGEMENT COMPANY** - The Board shall annually contract with a Property Management company to advise the Board, collect assessments and pay invoices, make recommendations for property maintenance and upkeep, help find appropriate service providers, and conduct elections at Annual Meetings, along with other tasks delegated by the Board. (see Appendix G)

**7.0 EX OFFICIO/VOLUNTEER POSITIONS** (see Appendix F for current list) - Other committees may be appointed by the Board as needed at the discretion of the Board.

#### 7.1 Clubhouse Manager

- 7.1.1 Implement "Clubhouse Rules & Regulations" (see Sec. 16.0)
- 7.1.2 Maintain and update the Clubhouse schedule, including use by Meadowood groups and private Owner/Resident rentals.
- 7.1.3 Collect rental fees and deposits. Rental fees/deposits are submitted to the Clubhouse Manager prior to an event. The rental is not confirmed until the Clubhouse Manager has received the rental fee and deposit and confirmed the rental. If no damage has been noted, the deposit is returned to the Owner/Resident. The rental fee is forwarded to the Property Management Company
- 7.1.4 Inspect Clubhouse regularly for cleanliness and condition, and communicate concerns to the professional housekeepers and Board.
- 7.1.5 Inspect condition of the Clubhouse before and after rentals.
- 7.1.6 Monitor/maintain Clubhouse supplies, including paper towels, toilet paper, hand soap, dish detergent, lightbulbs, trash bags, and other items as needed; submit receipts to the Property Management Company monthly for reimbursement
- 7.1.7 Monitor the heating/cooling settings to conserve energy.
- 7.1.8 Alert the Buildings Director to issues related to HVAC, appliances,

bathrooms, TVs, fitness equipment, etc.

- 7.1.9 Have Clubhouse furniture and carpet professionally cleaned as needed; makes recommendations to the Board if replacement(s) are needed.
- 7.1.10 Put Clubhouse trash at the curb for weekly collection.
- 7.1.11 Other tasks assigned by the Board from time to time.

## 7.2 Social Committee

- 7.2.1 Regularly plans social events for residents. The cost for these events is paid for by the residents who attend; no money from the Annual Budget may be used for social events.
- 7.2.2 Decorates the front of the Clubhouse and the community room for various holidays and events, with the help of other volunteers. No money from the Annual Budget may be used for decorations.
- 7.2.3 Other tasks assigned by the Board from time to time.

## 7.3 Pool Committee

- 7.3.1 Coordinates services annually with the contracted pool maintenance company, scheduling the opening of the pool in May and the closing of the pool in September.
- 7.3.2 Updates our pool license annually with Delaware County and posts required signage
- 7.3.3 Coordinates volunteers to test pool water twice a week and check gates and doors at nightly closing.
- 7.3.4 Works with Board to meet requirements in case of an Ohio or Delaware County health directive
- 7.3.5 Arranges and cleans pool furniture; makes recommendations to the Board if replacement of furniture or equipment is needed.
- 7.3.6 Recruits volunteers for maintenance of the bocce court or putting green
- 7.3.7 Notifies Board when pool deck needs to be power-washed.
- 7.3.8 Puts Pool trash at the curb for weekly collection.
- 7.3.9 Other tasks assigned by the Board from time to time.

## 7.4 Welcoming Committee - The Welcoming Committee is made up of the Board Secretary and volunteers who contact each new Owner/Resident soon after moving into Meadowood.

- 7.4.1 Provides the new Owner/Resident with:
  - The MEADOWOOD HANDBOOK, which includes a list of current Board members and contact information for the Property Management Company.
  - Emergency Directory
  - Pool key and the door code for the Clubhouse
  - Instructions for accessing the Meadowood Website for important information, including the "Declaration & Bylaws," Board minutes, etc.

- Information about reserving or renting the Clubhouse community room through the Clubhouse Manager.
  - The current Social Calendar
- 7.4.2 Obtains the following from the new Owner/Resident:
- Names and contact information of all Residents for the Emergency Directory, which is forwarded to the Board Secretary and President
- 7.4.3 Other tasks assigned by the Board from time to time.

**8.0 FINANCE** - The Board of Directors has the responsibility to oversee Meadowood Finances and assure a balanced budget. The Board has the duty to adopt and amend a budget annually. The Board Treasurer will work in conjunction with the Property Management Company to assure the collection of Assessments and the timely payment of bills. All Meadowood financial accounts are administered by the Board of Directors and under the signatory authority of the Board President and Treasurer.

### 8.1 Annual Operating Budget

- 8.1.1 The Board will review the budget annually and make adjustments as needed to assure a balanced budget. The Board meets in the Fall to establish Meadowood's projected income and anticipated annual and capital expenses for the upcoming fiscal (calendar) year.
- 8.1.2 Income is primarily dependent on Monthly Operating Assessments. Additional sources of income may include the cable company rebate and Clubhouse rental fees. (See Appendix I for current information on cable company rebate.)
- 8.1.3 Budget items may not include expenditures for refreshments, social events, or flowers/memorial donations for deceased Owners/Residents.

### 8.2. Monthly Operating Assessments

- 8.2.1 Monthly Operating Assessments are paid by Owners/Residents and must align with the budget set by the Board of Directors. The Board Treasurer will work in conjunction with the Property Management Company to assure the collection of Monthly Operating Assessments. The Board has the authority to collect late or delinquent payments. (See Section 8.7, Collection of Assessments).
- 8.2.2 Written notice of any change in the Monthly Operating Assessment will be provided at least 30 days prior to the effective date, unless the Board determines otherwise.
- 8.2.3 The annual Capital Reserve Account contribution combined with the estimated Annual Operating budget make up the Monthly Operating Assessment to Meadowood Owners.

### 8.3 Special Assessments

- 8.3.1 In case of unforeseen circumstances where there may be insufficient funds for the normal course of operations, repairs to the common elements, or for costs related to the repair or replacement of capital

improvements in order to balance the Operating Budget at year's end or any time during that year, the Board has the authority to levy a Special Assessment, per the "Declaration & Bylaws".

- 8.3.2 If possible, the Special Assessment will be determined by the Board of Directors during the budget process in the Fall and communicated to the homeowners by January 1<sup>st</sup> of the coming year. The due date for payment of the assessment will be determined by the Board.

8.4 Enforcement Assessments – The Board of Directors has the authority to assess fees for non-compliance with the MEADOWOOD HANDBOOK, provisions of the "Declaration & Bylaws", or any amendments to the "Declaration & Bylaws". (see Sec. 20 for "Procedures for Levying Enforcement Assessments")

#### 8.5 Operating Reserve Account

- 8.5.1 At year end the Board will transfer any excess Operating Budget funds to the Operating Reserve Account. The Operating Reserve Account shall be an interest-bearing account with Board oversight.
- 8.5.2 It shall be the objective of the Board to accumulate funds in the amount of two-times the average of the Association monthly expenses to support any unforeseen major financial requirements per "Declaration & Bylaws" Article XV, Section 3.

#### 8.6 Capital Reserve Account

- 8.6.1 The purpose of the Capital Reserve Account shall be to separately administer Association Capital Reserve Funds allocated to future scheduled and unanticipated Capital repairs, replacements, and/or improvements, which may be forecast by engineering reports (including a Reserve Study), total cost-to-complete estimates, and legal requirements for setting aside Reserve funds:  
*Ohio Revised Code 5311.081(A) – effective 9-11-22 - requires all condominium associations to annually adopt and amend an estimated budget for revenues and expenditures. The budget shall include reserves in an amount adequate to repair and replace major capital items in the normal course of operations without the necessity of special assessments, unless either of the following applies: (a) the declaration and bylaws include language limiting the ability of the board of directors to increase assessments for common expenses without a vote of the Unit Owners; (b) the Unit Owners, exercising not less than a majority of the voting power of the Unit Owners association, waive the reserve requirement in writing annually.*
- 8.6.2 Special assessments may cause financial hardships, increase foreclosures, and decrease an Association's reputation in the local community. Because of this, in 2016 the Meadowood Board commissioned Criterium Liszky Engineers to evaluate the quality,

condition, typical useful life and probable replacement cost of critical community components such as asphalt streets and driveways, roofs, siding, the Clubhouse, and the Swimming Pool. The study, presented to Meadowood owners in 2017, laid out a proposed spending and Capital Reserve Account funding plan to maintain and replace these assets over a 30+ year period. In 2017, the Owners voted to approve a Capital Reserve yearly contribution based on the Criterium Reserve Study.

- 8.6.3 The funding plan currently calls for the Capital Reserves account balance to be increased at an annual rate of 11% of the previous year's contribution to the Capital Reserve Fund. More details on future funding of the Capital Reserve Account can be seen on the Clubhouse Library bulletin board.
- 8.6.4 The current Capital Reserve Account funding schedule is thought to be adequate to preserve a positive balance based on the 2016 Reserve Study. It is not a guarantee. A Reserve Study update should be undertaken every 5-7 years to re-evaluate the condition of capital assets and factor in changes in the cost of labor and materials due to inflation.
- 8.6.5 These requirements will be specifically defined in each Fiscal Year Budget and tracked financially via the Association Monthly Financial Statement.
- 8.6.6 The Board has the authority to increase or decrease the reserve contribution annually in order to meet the statutory requirements for reserve contributions.

#### 8.7 Collection of Monthly Operating Assessments and Special Assessments

- 8.7.1 All Assessments are due on the first (1<sup>st</sup>) of each month. Assessments are considered late if not received within ten (10) days of the due date.
- 8.7.2 An administrative late fee of **\$50.00** shall be assessed on all accounts with a delinquent balance after the 11<sup>th</sup> day of the month. The Board reserves the right to increase the late fee from time to time. An insufficient funds fee of **\$30.00** (or the amount the bank charges the Association if more than \$30.00) shall be charged to the Unit Owner's account for each check or automatic withdrawal that is returned or cancelled for insufficient funds in the Unit Owner's account.
- 8.7.3 The Association's attorney shall send a demand letter to any Unit Owner who is more than thirty (30) days in arrears.
- 8.7.4 The Association's attorney shall prepare and file a lien against any Unit Owner who is more than sixty (60) days in arrears. The Association's attorney shall file a lien release upon full payment of any past due balance owed, including the cost of the lien release, if a lien has been filed for an unpaid balance.
- 8.7.5 The Association's attorney shall prepare and file foreclosure against any Unit Owner that is delinquent in the payment of any assessments and related charges by \$1,200 or more. The complaint shall not be dismissed until payment of all amounts past due are paid in full, including all legal fees and court costs.
- 8.7.6 Any Unit Owner who is more than thirty (30) days in arrears, shall

hereby have their voting privileges revoked until such time as their account is brought current.

- 8.7.7 The Association's attorney shall file a protective "Answer or No Answer and Cross-claim," with the Board's authorization, in any foreclosure initiated by the Unit Owner's lender or another lien holder. The Association's Cross-claim shall not be dismissed until payment of all amounts past due are paid in full, including all legal fees and court costs.
- 8.7.8 At the discretion of the Board, the Association's attorney may file complaints for collection of delinquent amounts in Municipal Court (including Small Claims Division). There is no limit on the delinquent amount as to when this action can be filed.
- 8.7.9 All costs related to collection of unpaid assessments and amounts owed, including without limitation, attorney fees and paralegal fees, court costs, postage and recording/filing fees will be charged to the delinquent Owner's account and made a part of the unpaid balance owed to the Association.
- 8.7.10 Payments received on delinquent accounts shall be applied in this order: (1) any interest owed to the Association; (2) late fees owed to the Association; (3) collection costs, attorney fees, and paralegal fees incurred by the Association; and (4) the principal amounts owed to the Association for expenses or penalty assessments chargeable against the Unit.
- 8.7.11 Once the Board has authorized the filing of a foreclosure, the Association reserves the right to refuse any partial payment that is submitted on a delinquent account.
- 8.7.12 Nothing contained in this collection policy shall be deemed a condition precedent to any of the collection actions set forth above.
- 8.7.13 In the event the Board feels the Association's interests are at risk of being harmed by waiting for a delinquent account to reach any of the delinquency milestones set forth herein or to address incidents of serial delinquency, the Board may authorize the immediate filing of a lien and/or foreclosure.
- 8.7.14 This collection policy will remain in full force until such time as the Board, in its complete discretion, changes the collection policies.