

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 23, 2025**. 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 Board of Director and Ex-Officio responsibilities. Current Board of Directors and Ex-Officio managers and contact information are posted on the Library bulletin board.
- 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.

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 will 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 is required to occur in the second quarter 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) terms begin 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, including replacement of AC condensers and pads. Changes to Landscaping also require submission of a Landscaping variance for approval. **All Variances** should be submitted to the President prior to any work being started.

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).).

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.

7.1.12 Puts Pool trash at the curb for weekly collection.

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 Implement "Pool Rules & Regulations" (See Section 17.0).

7.3.2 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.

7.3.3 Updates our pool license annually with Delaware County and posts required signage.

7.3.4 Coordinates volunteers to test pool water twice a week and check gates and doors at nightly closing.

7.3.5 Works with Board to meet requirements in case of an Ohio or Delaware County health directive.

7.3.6 Arranges and cleans pool furniture; makes recommendations to the Board if replacement of furniture or equipment is needed.

7.3.7 Notifies Board when pool deck needs to be power-washed.

7.3.8 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
- Clubhouse Restroom 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 Clubhouse rental fees.
- 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 1st 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 Liskay 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 An updated reserve study performed by Reserve Advisors in the spring of 2024 provided the association with a revised funding formula for Capital Reserves yearly contribution for the years 2025 through 2054. Again, the purpose of the study is to minimize the risk to Meadowood owners that unplanned, special assessments will be needed to perform regular repairs or the replacement of capital assets. A copy of the Reserve Advisors report is available for review in the Clubhouse Library. It is the board's intent to update the Reserve Study every 5-7 years. The Capital Reserves annual contribution will be specifically defined in each annual budget period and tracked monthly on the association's financial statement.

Note: The Board has the authority to increase or decrease the reserve contribution annually in order to adequately maintain the condition of the capital assets in Meadowood.

8.7 Collection of Monthly Operating Assessments and Special Assessments

- 8.7.1 All Assessments are due on the first (1st) of each month. Assessments are considered late if not received within ten (10) days of the due date. Unit Owners will be notified by the Property Management Company if their account(s) are in arrears. An administrative late fee of \$50.00 shall be assessed on all accounts with a remaining delinquent balance of \$150.00 or more on the 1st day of the month following the missed payment(s). Payment must be received electronically or be postmarked prior to the end of the month in order for the late fee to be waived. Accounts in arrears \$150.00 or less must be brought up to date by inclusion with the next Monthly Operating Assessment to avoid receiving a late fee. Unit Owners are strongly advised to set up automatic withdrawals for Monthly Operating Assessments and Special Assessments to eliminate the possibility of slow or lost mail. The Board reserves the right to increase the late fee from time to time.
- 8.7.2 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 delinquent in the payment of one month's assessment after the management company has sent the late notice to the unit owner. Full payment of the account, including legal fees within thirty (30) days of the mailing date of the demand letter will clear the account.
- 8.7.4 The Association's Attorney shall file a lien against any account that is 2 months delinquent in assessments, The Association's attorney shall file a lien release upon full payment of any past due balance owed, including

the costs of the lien and lien release, and any other legal costs associated with collecting the past due balance owed.

- 8.7.5 Any Unit Owner with an outstanding lien against their property shall hereby have their voting privileges revoked until such time as their account is brought current.
- 8.7.6 The Association's Attorney shall prepare and file foreclosure against any Unit Owner (with copies to the Board and Property Management Company) that is delinquent in the payment of any assessment and related charges by **\$1200** 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.
- 8.7.7 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 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.
- 8.7.9 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.
- 8.7.10 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.
- 8.7.11 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.
- 8.7.12 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.

PART 2: ASSOCIATION RULES & REGULATIONS

Compliance is required of all Owners/Residents

9.0 DESIGNATED AREAS WITHIN MEADOWOOD

9.1 Common Area - Article VI. Section 1 of the Meadowood Association "Declaration & Bylaws" defines Common Area as, "All of the Condominium Property, including all of the land and all improvements therein and appurtenant thereto, except those portions labeled or described herein or on the Drawings as a part of a Unit, are Common Areas." Common Area includes the Clubhouse, Pool, and pond. It does not include the Meadow, which is privately owned.

9.2 Limited Common Area – Article VI, Section 2 of the Meadowood Association "Declaration & Bylaws" defines Limited Common Area as, "Those portions of the Common Areas that are labeled or designated 'limited common areas' on the drawings or herein in the 'Declaration & Bylaws'." For each Unit, the Limited Common Areas consist of an exterior parking area immediately in front of the attached garage serving that Unit, and in the case of Units without an enclosed veranda, a contiguous fenced-in patio area with a concrete pad. Such Limited Common Areas are reserved for the exclusive use of the Owners/Residents of the Unit they are designated to serve.

9.3 No Build/No Disturb Areas – The Association's 30.173 acres has several "No Build/No Disturb" (natural) areas which approximate 7.1 acres of land. These areas were so zoned by the Genoa Township Board of Trustees at the time of Meadowood's development. Nothing shall be placed in, planted, or removed from these areas without approval by the Genoa Board of Trustees. If you have questions about where these areas are located, please contact a Board member or Management.

9.4 Pond – The pond is for the exclusive use of Owner/Residents and their guests. Catch and release fishing is allowed. Approved fish food is available at cost in the Clubhouse. A natural walking path and benches are provided around the pond. No boats, kayaks, or other water craft are permitted within the pond, with exception of access by professional pond management. No swimming is allowed in the pond.

10.0 SIGNS - Signs can be no larger than 9 square feet (3 ft. x 3 ft.) and placed on the interior of a window of a Unit.

10.1 The following signs (1 each) may be displayed from inside a window of an Individual Unit: professionally prepared "For Sale" signs, security system decals, medical signs ("Oxygen in Use," etc.), pet alert. Political signs related to a local, state, or federal election or an item to be voted on at a local, state, or federal election, may be displayed one month prior to the election and no more than 24 hours after an election/ballot vote.

10.2 Security Signs will be permitted inside windows or in the mulched area adjacent to the Unit.

10.3 Signs for Meadowood events are allowed in front of the Clubhouse.

10.4 Open House real estate signs or signs for private events are only authorized for the day of the event. The Open House signs can be placed within the common elements.

11.0 VEHICLES AND PARKING - Vehicles found in violation of the authorized and/or prohibited parking zones are subject to be towed at the vehicle owner's expense.

11.1 License Required – No vehicle which is not validly licensed for operation on Ohio roads and highways shall be operated, stored or parked on any portion of the Condominium Property, with the exception of golf carts.

11.2 Speed Limit – The speed limit is 14 miles per hour.

11.3 Flock Safety Camera

11.3.1 The Board has contracted with Flock Safety. The camera, at the entrance to Meadowood, takes a snapshot of every car entering Meadowood, identifying the license number and make of car.

11.3.2 These images are saved for 30 days and then automatically deleted. The Board has the authority to view these images if something of a criminal or suspect nature has occurred at Meadowood.

11.3.3 Owners/Residents have the option of registering their cars as safe so their images are not saved in the Flock Safety Camera database. Sign up at: <https://users.flocksafety.com/safe-list>

11.4 Parking

11.4.1 All parking by Owners/Residents shall be inside the garage unless there are more vehicles than space available inside the garage. Then, residents shall park in the Limited Common Area immediately in front of the garage door ("driveway").

11.4.2 All parking by guests shall be in the Limited Common Area immediately in front of the garage door ("driveway").

11.4.3 If extra parking is needed:

- Guests may park in the Clubhouse parking spaces for no longer than 48 hours total. To properly identify the vehicle, please place a note on the dashboard with the Unit number.
- Guests may park along Meadowood Lane where parking is permitted for no more than eight (8) consecutive hours. Vehicles

may not park in this location overnight and may not obstruct mail delivery or access to fire hydrants.

- Street parking on Meadowood Place is not allowed, unless necessary to service water lines, landscaping, or Flock Safety Camera.
- If all garage spaces described above are full, guests may *temporarily* park in the “turnaround” area for a short period of time. No vehicle may park in this area overnight or when snow plowing activities are anticipated or in progress. Be considerate of your neighbors and let them know if you are expecting extra company.

11.4.4 Prohibited Parking

- Parking is not permitted in the grass at any time.
- Parking is not permitted in the cul-de-sac areas at each end of Meadowood Lane.
- Vehicles impeding emergency vehicle access will be towed immediately at the vehicle owner’s expense.
- No vehicle shall be parked in any manner which blocks any street or driveway or the safe ingress/egress to any other garage or parking area.
- Only immediate emergency vehicle repairs such as a dead battery or flat tire are permitted within the common or limited common element “driveway” area or other parking spaces within Meadowood property. Changing/flushing vehicle fluids on the asphalt is never permitted due to the possible oil spillage causing damage to the asphalt.

11.5 Prohibited Vehicles

11.5.1 Cars/trucks that do not belong to an Owner/Resident or the guest or service provider of an Owner/Resident may not park anywhere in Meadowood. Drivers will be asked to leave, and/or the cars will be towed at the vehicle owner’s expense.

11.5.2 No trucks (larger than a ¾ ton truck), trailers, or any vehicle with commercial advertising, may be parked overnight.

11.5.3 Vehicles used for recreation (boats, van conversions, RVs/trailers) which cannot be garaged will be permitted to park in the Limited Common Area (in front of the garage) for loading and unloading not to exceed 48 hours total. Such vehicles shall not exceed 20 feet in length and shall not block normal access of other residents.

11.5.4 Commercial moving vans and commercial trucks are authorized for the time-period of their service and/or repair to a Unit. Any damage to the Common Area incurred by the Commercial Contractor will become the Unit Owner’s responsibility Note: Large commercial vans/trucks over 30,000 GVWR shall stay on Meadowood Lane only. This will require the van operator to either back the van into position or back the van out. Under no circumstances will a semi-tractor trailer attempt to use either cul-de-sac, side street or driveway.

- 11.5.5 Inoperable vehicles (with flat tires, expired license tags, etc.), or vehicles which cannot be identified as belonging to an Owner/Resident which are parked in any Common or Limited Common Area for more than 48 consecutive hours may be towed off the premises at the vehicle owner's expense.
- 11.5.6 No repair work is permitted on vehicles in Limited Common or Commons areas except for short-term emergency work such as a flat tire, battery charge, etc. Changing/flushing vehicle fluids on the asphalt is never permitted due to possible oil spillage causing damage to the asphalt.

12.0 SNOW/ICE REMOVAL – The Association cannot guarantee your safety from the hazards of snow and ice. Your care and attention to winter conditions are necessary to ensure your safety while on Meadowood property.

12.1. The Board has entered into a contract which calls for streets and driveways to be plowed when snowfall exceeds 3 inches. Normally snow is not plowed until the current snowfall has ended. Please keep in mind that snow removal service may take time due to scheduling of the contractor and how busy the contractor is during that snowfall. Any other services for snow/ice removal are at the discretion of the Board President or designee. Owners/Residents who want their driveways plowed must remove their vehicles from the turnaround areas and driveways.

12.2 The snow removal contractor will shovel sidewalks and apply de-icer at the Clubhouse when streets are plowed or as requested by the Board President or designee.

12.3. Owners/Residents are responsible for clearing snow and ice from their Unit sidewalks and garage apron. It is recommended that Owners/Residents purchase Ice-Melt/De-Icing material for their own use. Do not use salt, as it will deteriorate the concrete structure of your sidewalks and garage aprons. If a resident or Unit Owner uses salt or another substance which damages the sidewalk or garage apron, the Unit Owner will be responsible for the cost of repairing those damages.

13.0 TRASH COLLECTION

13.1 The Board contracts with a trash collection service, not necessarily the same one as Genoa Township. Questions/complaints about trash collection should be communicated to the Property Management Company, who is our liaison for this contract. (see Appendix H for current company and pickup days)

13.2 Trash must be secured in trash containers or heavy-duty trash bags. Residents are responsible for cleaning up their own trash if it blows/falls outside of the containers.

13.3 Trash containers should not be set out prior to 4:00 p.m. the day preceding collection at the main street, next to the curb at the end of the driveway. Trash containers should be put away the day of collection as soon as possible.

13.4 Trash containers, when not set out for collection, shall be inside the garage.

13.5 Trash containers/lids should be clearly marked with Unit number.

14.0 NO SMOKING – The italicized text is provided by our attorney.

Smoking, as defined in these rules, is prohibited within the common Elements of the Condominium Property, including but not limited to, all grassy areas, the parking areas, walkways, streets, clubhouse, pool, and pool area. "Condominium Property" is defined in the Declaration as the tract of land submitted to the Condominium Act (O.R.C. §5311), including all buildings, structures, and improvements situated thereon, and all easements, rights and appurtenances belonging thereto. The Condominium Property includes the Units, Limited Common Elements, and Common Elements of the Condominium.

14.1 *"Smoking", for the purposes of this Rule, shall be defined as carrying, burning, inhaling, exhaling, or otherwise handling or controlling any lit or smoldering product including tobacco or cloves, cigarettes, pipes, cigars, or other smoke producing products or paraphernalia.*

14.2 *"Marijuana" is defined in Ohio Revised Code §3796.01, as follows: all parts of a plant of the genus cannabis, whether growing or not; the seeds of a plant of that type; the resin extracted from a part of a plant of that type; and every compound, manufacture, salt, derivative, mixture, or preparation of a plant of that type or of its seeds or resin. "Marijuana" does not include the mature stalks of the plant, fiber produced from the stalks, oils or cake made from the seeds of the plant, or any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks, except the resin extracted from the mature stalks, fiber, oil or cake, or the sterilized seed of the plant that is incapable of germination. "Marijuana" does not include "hemp" or a "hemp product" as those terms are defined in section 928.01 of the Revised Code.*

14.3 *Pursuant to Ohio Revised Code §3796.06(B)(1), the smoking or combustion of medical marijuana is prohibited. At the time this rule was adopted, marijuana for recreational use in Ohio is prohibited. Therefore, smoking marijuana on the Condominium Property in any location is prohibited.*

14.4 *All Unit Owners, occupants, guests, and invitees are prohibited from disposing of cigarette butts and other debris related to smoking within the Common Elements. All cigarette butts and other debris related to smoking must be disposed of properly within a trash receptacle after being entirely extinguished and the threat of fire is no longer viable.*

14.5 *The Association shall have the power to promulgate additional rules and regulations regarding the prohibition of smoking, so long as those rules are included in an amendment to this Rule and properly recorded with the Delaware County, Ohio Recorder, and to interpret and administer the terms of this Rule, including the power and authority to levy enforcement assessments for a violation of this Rule.*

15.0 BUILDINGS/UNITS

15.1 Sale of Condominium

15.1.1 Current Owners selling a condominium Unit are responsible for the following:

- Displaying a professionally prepared For Sale sign in window(s) only (no larger than 9 square feet); Open House signs may only be displayed on the day of the Open House and may be displayed in the common areas.
- Informing the Property Management Company of ownership changes at the time a closing date is established
- Assuring all condominium fees are current and paid in full up to the closing date, including any enforcement or special individual unit assessments.
- Leaving the following for new Owners:
 1. A copy of the Meadowood "Declaration & Bylaws", with any amendments.
 2. The current MEADOWOOD HANDBOOK.
 3. Clubhouse Restroom Key
 4. Emergency Directory

15.1.2 New Owners

- The new Owner is responsible for providing the following information within 30 days after the closing date to a representative of the Meadowood Welcoming Committee:
 - Names, telephone numbers, and home mailing addresses for all occupants over 18 years of age.
 - Names and contact information for Emergency Contacts
 - In the event of an emergency, the Association's right of entry to a Unit and its appurtenant Limited Common Area may be exercised without notice.
 - Name of the Owner/Trust, if the Owner is not the Resident
- The new Owner is responsible for setting up a method of payment for Monthly Operating Assessment Fees with the Property Management Company.

15.2 Condo Title - The deed or title to any Unit in the Condominium Association must be in the name of the Owner occupying the Unit, an immediate family member, or be held in a Trust with the Owner occupant or immediate family member(s) as the Trustee(s), or a Land Contract recorded with the Delaware County, Ohio, Recorder. An unrecorded Land Contract will be considered a violation of the leasing/rental restrictions.

15.3 Rental Restrictions – There is a rental restriction pursuant to the First Supplemental Amendment to the "Declaration & Bylaws," recorded with the Delaware County Recorder in Instrument Number 200400056511. Rental of a Unit is fully restricted, except under the following conditions:

- 15.3.1 In the event any lender of a first mortgage acquires a Unit pursuant to foreclosure or deed in lieu, etc.
- 15.3.2 The Unit is occupied by an immediate family member which is defined, for the purposes of the leasing amendment, as a spouse/partner, parent, child, or sibling of the Unit Owner.
- 15.3.3 The Board provides written approval to the Unit Owner for a hardship consideration resulting in a variance to the leasing restrictions for a limited time as determined by the Board. If a variance is granted by the Board, a copy of the signed and written lease must be provided to the Board with a signed copy of a written agreement stating the occupants have received and reviewed a copy of the MEADOWOOD HANDBOOK and agree to be bound by the same.
- 15.3.4 The Association has the right to enforce all rules, restrictions and provisions of the MEADOWOOD HANDBOOK and "Declaration & By-Laws", including the leasing amendment with tenants and occupants as the Board has with any Owner. Each Unit Owner will be responsible for the costs of enforcement, including fines, legal costs, and attorney fees, related to violations committed by that Unit Owner's tenants or occupants.

15.4 Maintenance Responsibilities – The Association has specific areas of responsibility in terms of maintenance and improvements. Owners/Residents also have specific areas of responsibility in terms of maintenance and improvements. In general, the Owners/Residents have responsibility for everything inside the condo. Improvements may be made as long as they do not impact or compromise the exterior of the Unit.

The chart on the next page provides an overview of Maintenance Responsibilities. Please contact the Board Building Director for any questions or needed clarifications.

Note: Some Owner/Resident improvements require a Variance Application for Exterior Improvement. These are marked with an asterisk.

MAINTENANCE RESPONSIBILITIES

DESCRIPTION	UNIT OWNERS RESPONSIBILITY	ASSOCIATION RESPONSIBILITY
AC Condenser and Pad*	X	
Clubhouse		X
Chimneys (Exterior Including caps)		X
Chimneys (Interior including cleaning)	X	
Doors (exterior entry doors, storm & security doors, garage doors & concrete apron, frames, sashes, jambs)*	X	
Doorbell (video doorbell requires Variance*)	X	
Dryer Vent Cleaning (Billed to the Resident/Owner)	X	
Fences (meadow, patio and pool)		X
Gutters, Downspouts, Splashblocks		X
Hose Bib (faucet)	X	
Insects/Pests (interior/exterior)	X	
Insects (wood destroying)		X
Landscape (grass, trees, & shrubs)		X
Lightbulbs (Street)		X
Light Fixtures and Lightbulbs - (Exterior)*	X	
Mailboxes		X
Paint/Caulk (Exterior)		X
Paint Entry & Veranda Door*	X	
Paint (Interior)	X	
Parking Areas		X
Personal Property Damage	X	
Pipes (Serving more than one Unit)		X
Pipes (Serving only one Unit)	X	
Pool		X
Roofs (Shingles, vents serving multiple Units, flashing, soffits and fascia trim)		X
Roof Vents (serving a single Unit*)	X	
Sidewalks (Repairs & Replacement)		X
Snow/Ice Removal – Unit sidewalks – garage apron	X	
Snow/Ice Removal – streets/driveways, Clubhouse sidewalks		X
Streets, Curbs, Driveways		X
Unit Exterior (Maintenance & Repairs)		X
Unit Interior (Maintenance & Repair)	X	
Unit Numbers (charged to Owner)		X
Utility Services (except water & sewer)	X	
Windows/Screens - frames, sashes, jambs*	X	
Wiring (Serving more than one Unit)		X
Wiring (Serving only one Unit)	X	

*Variance Application for Exterior Improvement required

15.5 Utilities

- 15.5.1 An Owner/Resident is responsible for maintenance and payment of their own electric, gas, internet, cable television and telephone and for initiating service and/or disconnecting service for same.
- 15.5.2 The Association is responsible for all water and sewage utilities as well as other utilities associated with Common Areas.

15.6 Air Conditioning/Heating

- 15.6.1 Owners/Residents desiring to replace their air conditioner (AC condenser and pad) must submit a Variance Application for Exterior Improvement form to the Board Building Director for approval prior to installation. The application must include the manufacturer's name and model number that will be installed.
- 15.6.2 The Building Director will review the application, make a recommendation to the Board, and respond to the Owner/Resident as soon as possible, detailing any special installation requirements, including the need for the Association to remove bushes/shrubs and the minimum distance between condensers that must be maintained.
- 15.6.3 Your new AC condenser must be installed in accordance with the manufacturer's published specifications to allow for air circulation with an adjacent Unit. Any damage to your neighbor's condenser Unit, pad, line set and disconnect is the Owner/Resident's responsibility to remedy.
- 15.6.4 An Owner/Resident desiring to install a new furnace should be aware of the Ohio Law and local building codes regarding new Units, but does not need to submit a Variance Application unless the installation will require a new roof vent.

15.7 Exterior Doors (Front Entry Door, Veranda Door, Storm Doors, Security Doors, and Garage Doors)

- 15.7.1 Any replacement or addition of exterior doors requires a Variance Application for Exterior Improvement, submitted to the Board Building Director for approval prior to installation. The Variance must include the manufacturer's model number, description, and color. (see Appendix B for approved models)
- 15.7.2 Full cost of doors, installation, and maintenance will be the responsibility of the Owner/Resident.
- 15.7.3 Any and all damage incurred to the building during an installation will be repaired by the Property Management Company, costs of which will be billed to the incurring Owner/Resident.
- 15.7.4 Damage to any door, caused by the Owner/Resident, guest, or service provider of the Owner/Resident, will be repaired or replaced by the Property Management Company at the expense of the Owner/Resident.

15.8 Security Video Doorbells

- 15.8.1 Any doorbell replacement that involves video technology requires a Variance Application for Exterior Improvement submitted to the Board Building Director for approval. Check "Other" for category and specify manufacturer's model number and dimensions of the actual device.
- 15.8.2 The security doorbell video must not record the ingress/egress of any other Meadowood residents.
- 15.8.3 Doorbell must be installed in the same location as the current doorbell or at least on the existing vertical door casing where the existing doorbell is located.
- 15.8.4 The new doorbell must be professionally installed; the brick or stone must not be damaged; any damage will result in the Association making repairs at the expense of the Owner/Resident.
- 15.8.5 Be prepared to remove the video doorbell, fill in the screw holes, and touch up the door casing at such time as the Unit is listed for sale.

15.9 Gutter Heaters

- 15.9.1 An Owner/Resident desiring to install Unit Gutter Heater/De-Icer Units must submit a Variance Application for Exterior Improvement to the Board Building Director for approval before installation.
(see Appendix B for approved models)
- 15.9.2 The Heating/De-Icing Cable and all associated wiring shall be installed by an authorized electrician and shall conform to all electrical codes and the instructions provided by the product manufacturer.
- 15.9.3 Full cost of the Heating/De-Icing Cable materials and installation, and returning the building structure to its existing state, will be the responsibility of the Owner/Resident.
- 15.9.4 Cost of maintaining installed Heating/De-Icing Cable Units will be the responsibility of the Owner/Resident, including the cost of removing and reinstalling after any exterior maintenance to the building(s).
- 15.9.5 Any and all Unit damage incurred during installation will be repaired by the Property Management Company with costs being incurred by the Owner/Resident.

15.10 Hoses

- 15.10.1 All outside hoses of an Owner/Resident will be stored in an earth tone plastic hideaway container or hose pot when not in use, next to the garage door or water spigot. Sprinklers/hose attachments must be stored in this container or garage.
- 15.10.2 Hoses may not be left in the grass or on the sidewalks after use.
- 15.10.3 All hoses are to be disconnected from the outside water faucet from first frost to last frost, typically from November 1 through March 31, to prevent water lines from freezing and breaking. It is advisable to turn off the water to the outside as a precaution during this time.

15.11 Exterior Lighting Fixtures (front door and between garages)

An Owner/Resident desiring to replace exterior light fixtures must submit a Variance Application for Exterior Improvement to the Board Building Director for approval before installation. (See Appendix B)

15.12 Unit Walkway Lights

- 15.12.1 An Owner/Resident desiring to install electrical or solar Walkway Lights in the mulched area inside their walkway (between the condo and sidewalk) must submit a Variance Application for Exterior Improvement to the Board Building Director for approval prior to installation. The Variance must include manufacturer's literature on the system being requested.
- 15.12.2 Low voltage, hard-wired walkway lights or solar lights must be brown or black in color, and shall not flicker or blink when operating properly
- 15.12.3 No more than 10 lights on the Canterbury and Abbey models and no more than 6 lights on the Villa and Chateau models may be installed. Lights should be evenly spaced from garage to front door.
- 15.12.4 Electrical installation and connections must conform to all electrical codes. The Power-Pack is to be installed on the exterior of the Unit only, as it does not conform to U/L Electrical Codes for interior installation. For a concrete/brick wall a Molly-Bolt Anchor shall be used. For wood walls an Anchor/Hook will be used. The Power-Pack should be hung within 10 inches of the exterior weatherproof outlet, with cover, to which it is to be connected.
- 15.12.5 All Low-Voltage Cable runs are to be at least 3 inches below ground and should be run next to the sidewalk so as not to interfere with common area landscape maintenance.
- 15.12.6 Installed lights should be of uniform height, 8-10 inches above the concrete sidewalk level.
- 15.12.7 Full cost of the installation and maintenance will be the responsibility of the Owner/Resident. Any and all damage incurred during an installation will be repaired by the Property Management Company, the costs of which will be billed to the Owner/Resident.

15.13 Dusk to Dawn Sensor Lamps and Motion Lights

- 15.13.1 An Owner/Resident desiring to install a Dusk to Dawn Sensor Lamp or Motion Light must submit a Variance Application for Exterior Improvement to the Board Building Director for approval prior to installation. (See Appendix B for approved models)
- 15.13.2 Dusk to Dawn Sensor Lamps will only be permitted on the outer perimeter side of Units which abut Worthington Road and No Disturb Areas, and the fenced areas on the perimeter of the

Meadowood property. Under no circumstances will a lamp be installed on the side of a Unit that faces another Unit, Meadowood Place or Meadowood Lane.

- 15.13.3 A Motion Light will only be permitted if it can be installed so as to not disturb neighbors with no more than a 15 degree upward angle.
- 15.13.4 The lights must be installed by an authorized electrician and conform to all electrical codes. All wiring and switch locations will be in the interior of the Unit.
- 15.13.5 All costs of installation and maintenance will be at the Owner/Resident's expense and any damage incurred to the Unit will be at the Owner/Resident's expense.
- 15.13.6 Dusk to dawn light bulbs with sensors are permitted in approved exterior light fixtures at the front door and between the garages.

15.14 Pavers, Stepping Stones, and Decorative Stones

- 15.14.1 An Owner/Resident desiring to install pavers or decorative stones must submit a Variance for Exterior Improvement to the Board Building Director for approval before installation. Authorized installation areas include:
 - The mulched area(s) inside the sidewalk on either side of the veranda door of the Abbey and Canterbury models
 - The mulched area(s) inside the fenced-in patio of the Villa and Chateau models
 - Extending the Unit boundary into the Common Area (mulched area outside of the sidewalk) to form a patio seating area is not permitted.
- 15.14.2 Decorative stones for the above areas must be between ½ inch and 1 inch in size and white or earth tone in color.
- 15.14.3 Pavers for the above areas must be earth tone in color.
- 15.14.4 Stepping Stones – Up to six (6) stepping stones may be installed in the mulched area of the Unit. All stepping stones are to be white or natural color and no larger than 12 inches by 12 inches in size. To avoid a tripping hazard, stepping stones shall be recessed and flush with the mulch and shall only be added to facilitate ingress/egress between the bushes/shrubs.
- 15.14.5 Full cost of the installation and maintenance of pavers and decorative stones will be the responsibility of the Owner/Resident.
- 15.14.6 Any Common Area damage incurred during an installation will be repaired by the Property Management Company with costs paid by the Owner/Resident.

15.15 Replacement of Unit Windows

- 15.15.1 An Owner/Resident desiring to replace existing windows must submit a Variance Application for Exterior Improvement to the Board Building Director for approval prior to installation. The Variance must include the name of the window company, model

number, color, and name of contractor. (See Appendix B)

- 15.15.2 No change to the existing window opening size or style will be permitted.
- 15.15.3 The outside building structure must be returned to its existing state after new installation is complete. This includes painting all disturbed areas to match the existing color.
(see Appendix B for approved paint colors)
- 15.15.4 The cost of the installation and maintenance of new windows and returning the building structure to its existing state will be the responsibility of the Owner/Resident.
- 15.15.5 Any damage incurred during an installation will be repaired by the Property Management Company, with costs billed to the Owner/Resident.
- 15.15.6 Windows with broken seals (looking foggy) must be replaced within 60 days or as soon as weather permits.

15.16 Windows/Window Coverings

- 15.16.1 Approved window coverings include draperies, blinds (vertical or horizontal), shutters or valances and shall be white, off white, light beige or light gray on the exterior side. Window coverings must be maintained/replaced as needed.
- 15.16.2 There shall be no reflective coverings applied to windows or window treatments which will appear on the exterior side.
- 15.16.3 White electric or battery-operated candles with white bulbs may be displayed on window sills between the window and the blind/curtain.
- 15.16.4 One sun catcher/stained glass object is permitted per Unit.
- 15.16.5 Any items displayed on the sill of an arched palladium window without window coverings shall be decorative in nature and appear the same on the outside to observers as the items appear to the Residents on the inside.
- 15.16.6 An approved window covering is required anytime a resident chooses to use interior spot lights, flood lights or grow lights that are visible from the street.

15.17 Restricted Items: An Owner/Resident may not make building alterations, or add fences, walls, gates, decks, etc., to the exterior of any building.

- 15.17.1 All personal property, such as lawn chairs, chaise lounges, toys, lawn games, portable basketball hoops, bicycles, tables, grills, smokers, etc., shall be stored inside the patio or in the garage when not in use.
- 15.17.2 Personal property maintained within the patio area shall not be visible above the patio fence, with the exception of patio tables, chairs, umbrellas, or grills. Patio umbrellas must be neutral in color.
- 15.17.3 Nothing may be hung or displayed upon the exterior Unit walls, fences, roofs, or gutters, e.g.:
 - No awnings/canopies/exterior shutters

- No garden hose hangers/reels (mounted)
 - No wall plaques
- 15.17.4 One flag bracket may be attached to the Unit's wooden trim, not to brick or stone. No flag poles are permitted except for the flag pole at the Clubhouse.
- 15.17.5 One American flag may be flown at any time, following appropriate flag protocol. Sports flags may only be displayed on game days. Other seasonal or decorative flags are not permitted.
- 15.17.6 Satellite dishes, antennas, or transmitters are prohibited in the Common Areas but may be installed within mulched areas adjacent to the Unit, upon Board approval of a Variance Application for Exterior Improvement. The Board reserves the right to require that the installation be painted or screened with landscaping at the Owner/Resident's expense.
- 15.17.7 Hot tubs, spas, or other devices, and which contain heated or temperature-controlled water, and which seat more than one (1) person, are not permitted within the Unit, in the Common elements or Limited Common Elements.

15.18 Holiday/Seasonal Decorations

- 15.18.1 Seasonal/holiday lights and/or decorations of any color may be installed in a Unit's mulched area the week before Thanksgiving, but may not be lit until Thanksgiving Day and shall be removed by January 7th. Other holiday lights or displays may be installed within the Unit's mulched area seven (7) days prior to the holiday and must be removed no later than seven (7) days after the holiday. Decorations may not interfere with services provided by the landscaping service.
- 15.18.2 Hanging lights on the roof line or on gutters is not permitted. Seasonal lights and/or decorations or other holiday lights and/or decorations may be placed, not nailed or screwed, on a Unit's veranda and/or fenced-in patios, provided they do not damage any Buildings, Doors, Gutters, Fences, or Landscaping.
- 15.18.3 Seasonal/holiday wreath/door decorations may be hung on the Front Door or Veranda Door using a door-wreath hanger or suction cups. No nails or screws may be used to fasten any door decoration.
- 15.18.4 Christmas wreaths or other holiday wreaths may be hung on Unit windows only if they are secured by suction cups.
- 15.18.5 The use of inflatable decorations is not permitted.
- 15.18.6 All electrical cords and/or wiring shall be installed so as not to cause a tripping or electrical safety hazard.
- 15.18.7 The Board must approve any decorations placed in the Common Areas.
- 15.18.8 Any and all damage incurred during the installation of lights or other decorations will be repaired by the Property Management Company, the costs of which will be billed to the Unit's Owner/Resident.

15.19 Reporting Exterior Problems – Repair Requests - Any concerns about exterior problems or repair requests should be reported to the Buildings Director, who will work with the Board and the Property Management Company to address the situation in a timely manner.

15.20 Variance Application for Exterior Improvement

- 15.20.1 An Owner/Resident must submit a Variance Application for Exterior Improvement to request any changes or improvements to the exterior of a Unit to the Board Building Director. (The Variance Application may be found in Appendix C or in the Forms folder in the Clubhouse Library, and on the website.)
- 15.20.2 The Board will not consider any Variance Application without full description of the improvement being requested: plans, drawings, literature, contractor data, etc.
- 15.20.3 No work or installation is to take place prior to approval by the Board.
- 15.20.4 Your Variance Application will be considered by the Board, and the decision will be communicated to you as soon as possible.

15.21 Extended Absence Checklist – The Association is not responsible for any damage that may occur inside your Unit during an extended absence. Because a problem that develops in your Unit can potentially impact the adjacent Units, please use the following checklist if you are going to be away from your condo for a significant period of time:

- Turn off water, both inside and outside
- Turn down furnace and water heater but leave at temperature to prevent pipes from freezing
- Drain and bring in hoses and hose container
- Clean out fridge; if you choose to turn off your fridge, place a towel in the door to keep the door(s) ajar
- Empty freezer and turn off ice maker
- Turn off fireplace gas line
- Lock all windows and doors
- Unplug TV's, VCR's, computers, etc.
- Stop papers/mail, giving forwarding address to the Post Office
- Cancel cable contract (if applicable)
- Check/replace furnace filter
- Open doors under sinks to prevent pipes from freezing
- Close drains
- Empty trash
- Set security system (if applicable)
- Designate a family member or friend to check on your condo during your absence
- Be sure emergency contact information in the Emergency Directory is up to date.

- If in summer with warm temperatures, leave AC running at higher temp to prevent mold or mildew within unit from moisture at higher temps.

16.0 CLUBHOUSE

16.1 Use of the Clubhouse

- 16.1.1 The Clubhouse is a part of the Common Area of Association property. Therefore, scheduled Meadowood events/groups/meetings have priority over use by individual Owners/Residents.
- 16.1.2 Owner/Residents may use the Clubhouse any time it is not scheduled for an event, group, or meeting. If using the Clubhouse for an event, group, or meeting, you must reserve the Clubhouse. Please check with the Clubhouse Manager.
- 16.1.3 The Board reserves the right to restrict access to the Clubhouse for residents and guests due to health or safety concerns. The Board has the authority to close the Clubhouse for any period of time necessary due to an emergency, or for health and safety issues.
- 16.1.4 The Clubhouse may not be used for religious or political gatherings.

16.2 Liability

- 16.2.1 Owners/Residents assume responsibility for injury to or damage caused by the Owners/Residents' guests. They also assume responsibility for their guests following all of the Rules & Regulations in the MEADOWOOD HANDBOOK.
- 16.2.2 The Meadowood Condominium Association assumes no responsibility for any accident or injury in connection with any use of the Clubhouse facilities. All persons using the same hereby release the Association and representatives from any and all liability, for any and all damages arising from their use of Clubhouse facilities. All persons assume the risk of any injury or accident while using the Clubhouse facilities.

16.3 Rentals

- 16.3.1 Owners/Residents who may want to have exclusive use of the Community Room must request a rental in advance of the event and have it approved and scheduled by the Clubhouse Manager.
- 16.3.2 Residents may indicate their interest in renting the Community Room by placing their name on the bulletin Board calendar in the Library. However, no rental is approved until the rental application and two checks for the fee and damage deposit have been received and the date cleared by the Clubhouse Manager.
- 16.3.3 An approved rental agreement does not include access to the Clubhouse Library, the Fitness Room, or the Pool.

16.3.4 “Clubhouse Rental Rules & Regulations” and the “Rental Agreement” are periodically updated. (See Appendix C)

16.3.5 The Clubhouse shall not be rented by an Owner/Resident for use by any outside organization or for commercial use, such as Tupperware, Real Estate Sales, etc. or for religious or political gatherings.

16.3.6 No Owner/Resident may rent the Clubhouse on a weekend (Friday, Saturday or Sunday) more than three (3) times during a year and no more than one (1) time per year on a recognized holiday. There is no limit to the number of times an Owner/Resident may rent the Clubhouse on weekdays (Monday thru Thursday), barring holidays, if their event does not conflict with a Meadowood event/group/meeting.

16.4 Special Use -Should an Owner/Resident or a member of their immediate family pass away, the Clubhouse may be reserved and used by the surviving family for a wake on a no-fee basis. All other requirements of the Clubhouse rules will remain in effect. The Clubhouse Manager will be responsible for scheduling any Special Use requests.

16.4.1 Flowers/Donations – The Board of Directors or Social Committee is not permitted to use Association funds for sending flowers or a donation when a resident or family member is deceased.

16.5 Supplies for events/meetings - All party supplies, including paper products, food, beverages, ice, special decorations, etc., are to be supplied by the Owners/Residents.

16.6 Decorations and Furniture – The Community Room may be decorated and furniture moved for events as long as no damage is done to any wall or floor. Any Clubhouse decorations/furniture that are moved must be replaced as they were before the event. Cleanup requirements are detailed in the “Clubhouse Rental Rules & Regulations” and “Rental Agreement”.

16.7 Maximum occupancy - The Clubhouse is limited by the Fire Marshall to 51 persons for an event unless the Board determines otherwise for health or safety reasons.

16.8 Smoking - The Clubhouse, Pool, and the surrounding areas are designated as No Smoking areas. (See Section 14 for more specific information)

17.0 POOL and POOL DECK AREA

17.1 Use of the Pool and Pool Deck Area

17.1.1 The Pool and Pool Area are part of the Common Area of Association Property. Therefore, scheduled Meadowood events have priority over use by individual Owners/Residents.

17.1.2 Individual Owners/Residents may not rent/reserve the Pool/Pool Area.

- 17.1.3 The Board reserves the right to restrict access to the Pool/Pool Area due to health or safety concerns.

17.2 Liability

- 17.2.1 Owner/Residents assume responsibility for injury to or damage caused by any of their guests. They also assume responsibility for their guests following all of the Rules & Regulations in the MEADOWOOD HANDBOOK.
- 17.2.2 The Meadowood Condominium Association assumes no responsibility for any accident or injury during use of the Clubhouse, Fitness Room, Pool/Pool Area or Restroom facilities. All persons using the same hereby release the Association and its representatives from any and all liability, for any and all damages arising from their use of these facilities.

17.3 Safety

- 17.3.1 The Association does not furnish lifeguards or other security personnel to monitor the Pool and Pool Area. Individuals use the pool at their own risk and we strongly suggest that no one use the pool without a capable swimmer present.
- 17.3.2 For emergency purposes, a telephone has been installed at the rear of the Clubhouse. Emergency instructions, including the address and phone number of the Clubhouse, shall be posted at all times.
- 17.3.3 Swimwear – It is preferred that swimmers wear garments sold as swimwear. Adults or children who are incontinent must wear protective, waterproof garments to prevent fecal matter or urine from entering the pool. Flowing or long garments should not be worn in the pool, as loose fabric can get caught in the pool drains.
- 17.3.4 Running, diving, pushing, or excessive splashing, is not permitted.
- 17.3.5 Due to the small pool size, no full-size body rafts are permitted. Please limit use of other flotation devices during times of peak use.

17.4 Pool Rules

- 17.4.1 The regular Pool hours are **10:00 a.m. to 9:00 p.m.** daily, except for special Meadowood events. The Pool is reserved from 9-10:00 a.m. Monday thru Saturday for Water Aerobics.
- 17.4.2 The Pool and Pool Area are available to all Residents and their guests. A total of six people per Unit, including at least one Resident from the Unit, are allowed in the Pool/Pool Area at a given time. An Owner not residing in the community is a guest and must be accompanied by the Resident. Unaccompanied guests will be asked to leave.
- 17.4.3 Any person under the age of 14 years must be accompanied by an Adult Resident, 18 years or older.

- 17.4.4 Pool participants are not permitted inside the Clubhouse at any time. They may use the restrooms by only entering through the rear doors with the Clubhouse Restroom Key key.
- 17.4.5 Climbing over the fence or gate is not permitted.
- 17.4.6 Animals and pets are not permitted inside the fenced Pool Area.
- 17.4.7 Excessive noise or playing music without headphones is not allowed.
- 17.4.8 To prevent discoloration of the strapping on the chairs from sun tan lotion/cream, especially the chaise lounge chairs, please place a beach towel on the chair before use.
- 17.4.9 Chairs, tables, and chaise lounges may not be reserved ahead of time.
- 17.4.10 Wet towels, suits, etc., should not be hung on the fence.
- 17.4.11 Pool chairs, tables, and chaise lounges must be returned to original positions after use. Tables should be wiped off after use and umbrellas closed and tied before leaving the Pool Area.

17.5 Food & Beverages

- 17.5.1 Glass bottles or containers are not permitted in the Pool and Pool Area.
- 17.5.2 Public intoxication shall not be permitted at any time.
- 17.5.3 Eating or drinking in the Pool shall not be permitted.
- 17.5.4 Every person is responsible for disposal of their refuse in the container provided.
- 17.5.5 Only Residents may operate the gas grill. The Resident will be responsible for cleaning the grill immediately after use and turning off the gas. Instructions are posted by the telephone at the back gate.

17.6 Smoking - The Clubhouse, Pool, and the surrounding areas are designated as No Smoking areas. (See Section 14 for specific information)

17.7 Pool Key

- 17.7.1 The Clubhouse Restroom Key is designed to open:
 - The Rear Door Entrances to the Men's and Women's Clubhouse Restrooms
- 17.7.2 One Clubhouse Restroom Key will be provided per Unit. Under no circumstance shall a key be duplicated to give to a family member or guest.
- 17.7.3 Should an Owner/Resident lose the key, a new one will be provided by the Pool Committee Chair at a cost of \$5.00 to that Owner.
- 17.7.4 If the Clubhouse Restroom Key does not work properly, it will be replaced at the expense of the Association.
- 17.7.5 When a Unit is sold, the Clubhouse Restroom Key shall be transferred to the new Owner.

18.0 GROUNDS/LANDSCAPING

18.1 Association Responsibilities - The grounds and landscaping of Meadowood are maintained by the landscape service contracted by the Board and managed by the Board Grounds Director. Contracted landscape maintenance includes mowing and fertilizing grass; spraying grass and mulch for weeds; spraying shrubs and trees for disease and insects; pruning shrubs and trees, applying mulch in the Spring and leaf cleanup in the Fall. In addition, the Association budget includes the replacement of dead/dying shrubs or trees, special treatments for diseased shrubs and trees, entrance flowers, etc.

18.2 Mulch Area Plantings

- 18.2.1 While all mulch areas are part of the Common Area, Owners/Residents are allowed to add some limited plantings in the mulch areas nearest their Unit. Maintenance and control of additional plantings are the responsibility of Owners/Residents. The Association will not be responsible for damage to any plantings incurred during performance of Association landscape maintenance.
- 18.2.2 Existing boundaries of grass and mulch areas shall not be changed without written approval of the Board.
- 18.2.3 Owners/Residents shall not plant annuals or perennials in the mulch areas around air conditioner condenser pads or between garages.
- 18.2.4 No plants, including shrubs and trees, may grow/climb against a building. The Board reserves the right to prune anything that is touching a building.
- 18.2.5 Meadowood provides mulch in the spring. If Owners/Residents wish to supplement their mulch during the growing season, it must match Meadowood mulch exactly – dark brown; no cypress mulch. Use the No Spray/No Prune Form to make special requests regarding Spring mulch delivery. (see Appendix C)

18.3 Annuals and Perennials

- 18.3.1 Owner/Residents are responsible for maintaining and cleaning their mulch beds so that annuals and perennials look good throughout the season. Do not plant anything you are not willing or able to maintain.
- 18.3.2 Annuals and perennials inside the hedge row / inside the patio fence shall not exceed 4' in height. Specifically, no sunflowers, no corn stalks. Annuals and perennials outside the hedge row / outside the patio fence shall be low-growing, no more than roughly 6-12" in height. Spring flowers that grow taller than 6-12" are allowed, provided they are trimmed down to less than 6-12" after blooming (for example, daffodils and tulips).
- 18.3.3 Annuals and perennials shall not be allowed to grow into the grass or shrubs, against the building, over the sidewalk, or attach to

trees. Specifically, perennials shall not be allowed to grow into the "hedge", where they hamper proper health, growth and pruning.

18.3.4 Perennials include some flowers, vines, and ground cover, which live for more than two years. They can be mounding and slow to spread, or they can spread aggressively and almost impossible to get rid of. Owners/Residents are cautioned to research perennials and to only plant what they are willing to maintain and control. One source is <https://ginghamgardens.com/plants-not-to-grow-in-your-garden/>

18.3.5 Seed plants may not be grown in mulch areas or on driveways.

18.3.6 Annual plants shall be removed and perennials cut back as needed after the first frost or by the end of November. Owners/Residents leaving for the Winter must have mulch areas cleaned out before they leave.

18.3.7 The Association reserves the right to expect the Owners/Residents to maintain and control all annuals and perennials. If annuals or perennials spread aggressively, are not maintained, or are out of control, the Association reserves the right to clean the mulch beds at the cost of the Owner/Resident.

18.3.8 Flower boxes/pots may not be hung from exterior walls, windows or fences.

18.4 Association Shrubs and Trees – Shrubs around Unit sidewalks (including the "hedge") and trees in the corner of each Unit's sidewalk or in other Common Areas are the property of the Association and will be maintained by the Association landscape service. The Association will not be responsible for damage to shrubs incurred during performance of Association landscape maintenance.

18.4.1 An Owner/Resident desiring to remove, transplant, add, or replace an existing shrub or tree must submit a Variance Application for Exterior Improvement to the President for approval prior to installation. (see Appendix C)

18.4.2 Small shrubs may be planted without a Variance in the Unit mulch areas inside a patio fence, appropriate to the size of the space and not to exceed the height of the fence.

18.4.3 Shrubs or trees may not be allowed to grow against a building or patio fence. Shrubs may not overhang the sidewalk. If a shrub becomes too large in Limited Common area (inside the sidewalk) for the space, the Board reserves the right to require removal or pruning of the shrub at the Owner/Resident's cost.

18.4.4 Nothing may be hung from/attached to shrubs or trees except for temporary holiday lights.

18.4.5 The Owner/Resident is responsible for the maintenance of new trees or shrubs for the 1st year, after which they become the property of the Association.

18.5 Pruning/Spraying of Shrubs and Trees – Owners/Residents are not to make special requests of the landscape service providers. Contact the Board Grounds Director if you have a special request or concern.

- 18.5.1 The landscape service will prune shrubs and trees twice a year. If there is a particular shrub you do not want pruned, contact the Board Grounds Director. The landscape service has also been directed to spray for weeds and disease.
- 18.5.2 Shrubbery around the Unit AC condenser and pads and between the Garages will be pruned by the Association Landscaper only.
- 18.5.3 Shrubs should generally not be taller than the patio fence (about 4 feet) and ideally should be pruned to the midpoint of the window or below. The “hedge” should not be allowed to be more than about 3’ tall.
- 18.5.4 “No Spray/No Prune/ Request” - Owners/Residents may assume responsibility for pruning their shrubs or weeding the mulched areas nearest their Units by submitting a “No Spray/No Prune/ Request” to the Board Grounds Director before April 1 of each year. (see Appendix C), the Forms Binder in the Clubhouse Library, or the Meadowood website). The Board Grounds Director will submit the list to the landscape contractor and maintain an up-to-date list. Those wishing to change their request after April 1 must contact the Board Grounds Director. Be sure you are willing and able to perform these responsibilities Spring and Fall, including pruning and weed control. Do not discuss special requests with the landscape service providers. Any of the following options may be selected:

No Prune – The Owner/Resident assumes responsibility for the pruning of shrubs normally pruned by the landscape contractor.

- Residents who prune their own shrubs shall do so within 14 days of the Association Landscaper completing the rest of the Common Area. If not completed within 14 days, the Grounds Director may instruct the Association Landscaper to prune that Unit’s shrubs at the cost of the Unit Owner/Resident.
- Shrubbery which becomes disfigured or dies, due to improper or lack of pruning by the Owner/Resident, will be replaced with an approved planting, at the cost of the Owner/Resident, and future rights of pruning may be withheld.
- Shrubbery cannot be allowed to grow out-of-control, such as growing too tall or large, protruding onto sidewalks, or climbing/touching exterior walls, windows, fences or doors.

No Spray – The Owner/Resident assumes responsibility for weeding the mulched area adjoining the Unit. The Association retains the right to spray and fertilize all grass, trees and shrubs.

18.6 Watering Plants, Shrubs and Trees

- 18.6.1 The Owner/Resident is responsible for watering shrubs and trees adjacent to their Unit. One deep watering per week is sufficient if there has not been rain.
- 18.6.2 Per current Del-Co voluntary water conservation guidelines, addresses ending with an even number may water shrubs or trees on Sunday,

Wednesday, and Friday while addresses with odd numbers may water shrubs or trees on Tuesday, Thursday, and Saturday. Hand watering is permissible any day but Monday. This schedule is subject to change. See <https://delcowater.org/water-conservation/> for more information about water conservation. Pots may be watered any time.

- 18.6.3 The Board requests that you do not try to water your grass unless it has been recently reseeded. It is well-established and has survived many drought periods.
- 18.6.4 Allowing overrun onto the drives and streets is not acceptable.
- 18.6.5 Newly-planted trees and shrubs need to be watered daily for the first weeks after planting, three to four times per week for the next several months, and then weekly until established.
- 18.6.6 Hoses may not be left on walkways between watering cycles.

18.7 Permitted Garden Items

- 18.7.1 Plant Containers– No more than eight (8) containers, not exceeding 18” in width, may be used for annuals. No more than two (2) of the eight (8) containers may be used for vegetables or herbs suited for container growing. Guidelines for containers:
 - Containers may be placed in the mulched areas near your Unit or by your front door.
 - Containers are to be of natural earth tone color.
 - Containers shall be removed when flowers are done blooming, when you leave for the winter, or by the end of November.
- 18.7.2 Outdoor Seating – One (1) two-seat bench or glider and/or two (2) individual chairs, wrought iron or natural material, may be positioned beside the front door or along the front walkway.
- 18.7.3 Garden Poles - No more than three (3) poles may be placed in the mulched areas near a Unit. Poles may be single or double, no taller than six (6)', and shall be made of metal, either black, green, or earth tone. They must be maintained in good condition – no peeling, rust, or leaning to one side. When not in use, or at the end of the growing season, poles must be removed and stored. Options include:
 - Shepherd hooks for flowering plants
 - Birdfeeders/Hummingbird feeders – Feeders may not be hung from trees or attached to a building wall or window. The Owner/Resident shall clean up debris under the feeders and maintain the feeders.
 - Trellis - One trellis per Unit, not to exceed 4' in height, may be installed in the mulched area to support a climbing vine, either annual or perennial. Neither the trellis nor the plant should attach to or touch the exterior building wall or fence.
- 18.7.4 Bird Baths/Statues/Ornaments – No more than two (2) of these may be displayed.
 - One (1) bird bath may be installed in the mulched area inside the hedge. The bird bath bowl must not be any larger than 16 inches in diameter and the bowl stand no higher than 36 inches. It must be kept

clean and filled during warm weather, and emptied and covered during the winter.

- Statues/Ornaments no more than 24 inches in height made of stone, metal or other natural material or natural color may be placed inside the shrub line in the mulched area or near the front door

18.7.5 Rain Gauges - One (1) rain gauge up to 12 inches in height may be placed inside the shrub line.

18.8 Prohibited Items

- Artificial Flowers
- Fencing, other than Meadowood fencing
- Flower Boxes attached to fences
- Continued on next page...
- Landscape edging of any kind
- Lawn Ornaments
- Rain Barrels
- Decorative Signs or Flags (See 15.17.4 & 15.17.5 for exceptions)
- Wind Chimes/Socks

18.9 Additions or Alterations to Grounds/Landscaping at Meadowood not covered in this MEADOWOOD HANDBOOK must be submitted to the Board Grounds Director with a Variance Application for Exterior Improvement. (see Appendix C).

19.0 MISCELLANEOUS

19.1 Pets Only domestic cats, dogs, birds, and aquarium fish not bred or maintained for commercial purposes are allowed to be kept in any Unit. Exotic pets such as reptiles, insects, etc., are prohibited.

19.1.1 There are to be no more than two (2) pets per Unit (not including fish).

19.1.2 All pets must be controlled outdoors on a leash by a person physically capable of controlling the pet and must be kept at least eight feet from any building, mailboxes, mulched area, shrubs, or trees. Any individual walking a dog shall be responsible for the immediate cleanup and disposal of the pet's waste.

19.1.3 No pet shall be tethered or left outside unsupervised in the Common Area or Limited Common Area/Patio. A temporary "gate" may only be used in the patio while the supervising adult and pet are on the patio.

19.1.4 Cats may not wander loose in the neighborhood.

19.1.5 Litter box contents shall not be emptied in flower beds or preserve areas.

19.1.6 No Owner/Resident shall permit a pet to unreasonably disturb others or create a nuisance to others with noise or other conditions.

19.1.7 For the safety of everyone in the community, any Owner/Resident who fails to follow these rules shall be in violation of these provisions and may be subject to an enforcement assessment and the cost of damages associated with that pet. (see Sec. 20 for procedures)

19.1.8 The Board has the right to terminate an Owner/Resident's right to

maintain a pet in the Unit if the Board determines that pet creates a nuisance to others in the community.

19.2 Nuisance, Dangerous and Vicious Dogs

19.2.1 Owners/Residents are responsible for the control of their dogs at all times. They need to be aware that some dogs do not get along, and some Residents are uncomfortable around dogs. Dog owners must be considerate of the safety and comfort level of other Residents with whom they come in contact. If a dog is reacting to someone or another dog, the best option is to turn around and go the other way. Avoid the confrontation, if possible.

19.2.2 Dogs which meet the definitions below, according to Ohio Revised Code 955, are not permitted anywhere on the Meadowood property:

- **Nuisance Dogs** - a dog that, without provocation and within the common elements of the property, has chased, approached a person in a menacing fashion, or has attempted to bite a person.
- **Dangerous Dogs** - a dog that, without provocation, has:
 - caused injury, other than killing or serious injury*, to any person;
 - killed another dog;
 - has been the subject of a violation three (3) or more times of failing to control or restrain the dog
- **Vicious Dogs** - a dog that, without provocation, has killed or caused serious injury* to any person.

**The definition of serious injury is: any physical harm that carries a substantial risk of death; any physical harm that involves incapacity (temporary or permanent); any physical harm that results in permanent or temporary disfigurement; or any physical harm that involves pain that results in substantial suffering or any degree of prolonged pain.*

19.2.3 If an Owner/Resident's dog or a guest's dog commits an aggressive act which meets any of the above definitions, that dog will not be permitted to remain in or on condominium property, and the Owner/Resident's right to maintain that dog will be terminated by the Board.

19.2.4 If the Board determines that a dog must be removed from the condominium property, they will notify the Owner/Resident in writing, providing a time-frame for removal of the dog.

19.2.5 If the Owner/Resident fails to remove the dog within the time-frame required, the Board may pursue the following options:

- Charge an Enforcement Assessment of \$100 for every 30-day period the dog remains on the condominium property from the date of the written warning.
- Seek legal action in a court of law to require removal of the dog, and the Owner/Resident will be responsible for all costs related to that enforcement, including but not limited to, attorney's fees, court costs, filing fees, and other costs associated with enforcement of removal of the dog.

19.2.6 If a dog bites another person or attacks another dog, the event should be reported to the Delaware County Dog Warden by submitting the "Rabies Investigation Animal Bite/Exposure Report" (see Appendix K), providing a copy for the Board.

19.3 Noise - No Owners/Residents shall create, or permit their guests to create, any noise or other nuisance or condition originating in their Unit that constitutes an unreasonable disturbance that is audible outside their Unit.

19.4 Garage Sales – Garage Sales of any kind are not permitted.

19.5 Common Area –No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung out or exposed on any part of the Common or Limited Common areas and facilities. These areas shall be kept free and clear of rubbish, debris, animal waste and other unsightly or unsanitary materials.

19.6 Deer – Meadowood is a community privileged to share space with many deer. With this privilege comes responsibility. We **strongly suggest** that you do not feed the deer. Doing so can have negative consequences to both the deer and the surrounding environment. Such as:

- Disease transmission
- They can become vulnerable to starvation, predators and vehicle collisions.
- They can become aggressive and demanding.
- They can increase tick activity in the area.
- It can inhibit their digestion and lead to starvation.

Please enjoy their beauty without feeding them.

20.0 REVIEW OF PROPERTY AND ENFORCEMENT OF THE MEADOWOOD

HANDBOOK - The Property Management Company and Board are responsible for conducting occasional reviews of all Association property, buildings and grounds, noting repairs/improvements needed and conditions not aligned with MEADOWOOD HANDBOOK. The frequency of such reviews will be determined by the Board. Corrections/repairs/improvements needed for which the Association is responsible will be addressed by the Board of Directors.

20.1 Responsibility of Owners/Residents to be in compliance with the MEADOWOOD HANDBOOK and the “Declaration & Bylaws” – italics identifies our attorney’s text.

All Unit Owners/Residents, occupants, guests, and invitees are subject to the restrictions and limitations set forth in the MEADOWOOD HANDBOOK, and all Unit Owners/Residents are liable for any violations, including violations committed not only by the Owner/Resident, but also for violations committed by the Unit Owner’s guests, occupants, or invitees or any other persons relating to that Owner/Resident’s Unit. Owners/Residents will be subject to the Association’s enforcement action for violations pursuant to the “Declaration & Bylaws”, and other enforcement rights available to the Association through Ohio law. Owners will be financially responsible for any enforcement assessments or other charges lawfully levied against the Unit Owner pursuant to Ohio law and the “Declaration & Bylaws”, and as a result of a violation of this Rule, including when the violation is committed by a guest,

occupant, invitee or other persons associated with the Owner's Unit.

20.2 A written complaint may be submitted to the Board by any Owner/Resident, the Board, or the Property Management Company, citing a violation of the rules and regulations in the MEADOWOOD HANDBOOK or the "Declaration & Bylaws". A written complaint signed by the complainant and appropriately Documenting the violation (with photos, if possible) must be mailed or emailed to the Board if the complaint is submitted by a Resident. The complaint will be investigated by the Board and Property Management Company and processed for further action, if found to be a legitimate violation.

20.3 Enforcement Assessments (fines) for noncompliance with the rules and regulations or provisions of the MEADOWOOD HANDBOOK and/or "Declaration and Bylaws", will be levied according to the following schedule after an initial warning letter has been sent to the Unit Owner (and Residents of the Unit if the Unit is not Owner occupied) and if the time to cure (if applicable) has expired and the violation remains:

First Offense- \$50.00
Second Offense- \$75.00
Third Offense- \$100.00
Fourth Offense-\$150.00

20.4 Failure to pay any enforcement assessment that has been charged to a Unit Owner's account may result in collection action against the Unit Owner for nonpayment of the enforcement assessment(s). The Unit Owner will be financially responsible for any violations committed by occupants of the Unit or guests associated with the Unit.

20.5 Subsequent offenses for the same violation may result in legal action to enforce the rules and regulations in the MEADOWOOD HANDBOOK or provisions of the "Declaration & Bylaws", and any amendments. The Board may, at any time in its discretion, skip an enforcement assessment altogether and enforce through legal action against the offending Unit Owner if necessary to gain compliance.

20.6 The following enforcement procedures will be followed by the Board relating to enforcement and levying enforcement assessments for violations of the MEADOWOOD HANDBOOK or "Declaration & Bylaws":

20.6.1 An initial warning letter will be sent to the Unit Owner (and Resident of the Unit if the Unit is not owner occupied) with written notification of the violation and if a cure is appropriate, a reasonable time to cure the violation.

20.6.2 If the violation is not timely cured after the initial warning letter, or the violation is such that it cannot be cured, and the violation remains, a written notice to the Owner of the description of the violation (or property

damage), the amount of the proposed charge/assessment, a statement that the owner has a right to a hearing before the Board to dispute the assessment/charge, a statement informing the Unit Owner how to request a hearing with the Board, and a reasonable date (if any) by which the violation must be cured.

- 20.6.3 The Unit Owner must request a hearing *IN WRITING* no later than 14 days after the date of the written violation notice sent to the Unit Owner, and if the Unit Owner fails to timely request a hearing in writing, the Unit Owner will have waived his or her right to a hearing and the Board will immediately impose the assessment/charge to the Unit Owner's account.
- 20.6.4 If a Unit Owner timely requests a hearing with the Board to dispute the assessment/charge, the Board must provide written notice to the Unit Owner of the time, date, and location of the hearing at least 7 days before the hearing.
- 20.6.5 If a hearing is held to dispute the assessment/charge, the Unit Owner may provide any information to the Board he or she feels necessary to provide related to the violation and the Board will then provide the Unit Owner with a written decision regarding the assessment/charge no later than 30 days after the hearing has been held.
- 20.7 Notices pursuant to this policy must be sent by ordinary mail, return receipt mail, certified mail, personal delivery, or email if the Unit Owner has provided an email address to the Board or Management for the purposes of receiving notices from the Board or Management.
- 20.8 The Board retains the discretion to undertake alternative enforcement measures, including, without limitation, initiating formal legal action to seek compliance with the MEADOWOOD HANDBOOK and the "Declaration & Bylaws", if it determines, in its complete and reasonable discretion, that fines are insufficient to address certain violations at any point in time, including, without limitation, those violations that are serial, criminal, violent, time sensitive, or are otherwise potentially dangerous/hazardous to other Unit Owners, property of Unit Owners, or property of the Association.
- 20.9 Owner costs - In the event the Association incurs any expense, including attorney fees and court costs, in the enforcement of the restrictions or collection of amounts imposed pursuant to this Enforcement Policy, whether before the initiation of formal legal action, during, or after such action, the Association shall have the right to assess those costs to the responsible Unit Owner. Prior to any such assessment of fines or costs, however, Unit Owners will be provided the right to request a hearing before the Board as set forth in the Enforcement Policy.

Notes