

# AUBURN KNOLLS CONSOLIDATED CONDOMINIUM ASSOCIATION

## Unit Owner Information

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Revised: January 2024

### NOTICE

Potential buyers of any unit must agree to rules, regulations and Bylaws herein, complete and sign the attached acknowledgement form as required by the Association Board or Manager prior to any closing to receive a waiver from Auburn Knolls Consolidated Condominium Association on right of first refusal.

In addition, The Association Board strongly recommends that prior to any closing, the buyer or seller hire or engages a PROFESSIONAL PRE-PURCHASE PROTECTION inspection service company, to insure all areas within unit and Limited Common Areas are functional, operational and free of any major deficiencies. If references are needed for a reliable, fully bonded company, please contact Association Manager or any Board member.

This Unit Owner Information does not excuse Unit Owners from becoming familiar with the contents of the AUBURN KNOLLS DECLARATION OF CONDOMINIUM OWNERSHIP AND BY-LAWS Available on the Unit Owners Section of the Auburn Knolls Website. Any variance between the language herein and the language of the Declaration and By-Laws is to be resolved in favor of the Declaration and By-Laws

1.

**AUBURN KNOLLS BOARD MEMBER EMAILS**

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## **CONDOMINIUM LIVING**

Revised December 2016  
**Supersedes any previous versions**

For many residents at Auburn Knolls, it is their first experience in condominium living.

For some it is difficult to give up the traditional concept of my house and yard are my property, and adopt the concept of condominium ownership, use restrictions, and management which are designed for the benefit of all unit owners. The Declaration of Condominium and the Condominium By-Laws are lengthy documents that are rarely read in their entirety by unit owners and frequently misunderstood.

Condominium living requires cooperation, respect of other unit owners, and adherence to Association bylaws and regulations. It is obvious that every Unit owner is interested in keeping Auburn Knolls community an attractive, high quality, highly desirable place to live. Over time, that will help maintain the value of our real estate investments and minimize management expenses. Your cooperation in making Auburn Knolls one of the best and unique condominium developments in Stark County is greatly appreciated.

This Unit Owner information is designed to address the major issues and regulations which all condominium owners should know and understand and for those prior to purchasing a unit in Auburn Knolls Consolidated Association.

The following subjects are addressed in individual memorandums:

- Condominium Ownership
- Condominium Use Restrictions
- Condominium Management
- Sale of Condominium Unit
- Expense Comparison

The Board hopes you will read this information, ask a Board member if you have any questions, and make sure you give it to your realtor if you are planning to sell your unit.

## CONDOMINIUM OWNERSHIP

The concept of condominium ownership is generally difficult for many to understand. If condominium ownership is in a high-rise condominium or a cluster of identical town homes or villas it may be easier to understand.

Auburn Knolls is not unique, but it is one of the few developments of its type in the Stark County area. We have different architectural styles built by three developers and a wide variation in density. Some units have large grassy perimeters and others very little.

The legal description of a condominium unit is essentially the interior space in the unit and a fractional interest of all of the common elements, which includes the land, the buildings (the structure), all exterior walls, roofs, and surfaces. These common elements are owned pro-rata by all of the unit owners. An individual unit owner's percentage of ownership is calculated on the square footage of their unit, including basements, as to the total square footage of all units. The percentages of ownership by Unit are shown herein for the completed Auburn Knolls Consolidated Condominium Association consisting of 83 units.

The exact definition of units, limited common area, and common areas are contained in Articles IV, V, and VI of the Declaration. We suggest you read these articles for more detailed information, in addition to general descriptions below.

Common Areas include the exterior and structure of the buildings which contain a unit or units, all of the land and amenities, such as green spaces and rose arbor that exist on the land and any that may be added by the Association in the future. All landscape is part of the common area. The common area is owned by the Unit owners as tenants in common with their share of ownership being the percentage of the total square foot of their individual unit (including basement) to the total size of all 83 units.

The Limited Common Area is described as exterior doors, windows, patios, balconies, decks, fences, and porches that are part of or attached to a unit

The unit percentage is used to calculate each owner's share of the monthly assessment fees for maintenance, including lawns, landscape, snow removal, leaf pickup, unit maintenance and etc. Also repair and/ replacement of the buildings, streets, gatehouse, rose arbor, mailbox canopies, management expenses and Association property insurance covering all 83 units, and essentially anything else that needs to be maintained.

Legally the outside of your unit is not yours. It belongs to all of the unit owner's pro-rata, and it is the responsibility of the Association to care for these structures. You are not permitted to paint, or add to the structure without the Association's written approval of the Association Board Manager and Architectural Control and Landscape Committee

The Board did not make up these regulations. They are all established by the original Declaration of Condominium and cannot be changed without the signed consent of seventy-five percent (75%) of all the unit owners.

All monthly assessments are due by the 1<sup>st</sup> of each month, payable within the first 10 days of the month pursuant to the statement mailed by SLI Management or with owner's automatic bank EFT payment. After the 20<sup>th</sup> day of the month, the monthly assessment will be considered past due and the Association by Declaration and By-laws is entitled to charge interest at 12% of the monthly assessment or \$25, whichever is greater plus collection costs. This would only occur after notification to unit owner.

In the event that a monthly assessment is more than 30 days past due, it is considered delinquent. The Board has the option to place a lien on the unit, if first, all other types of verbal and written communication with Unit Owner fails, and declare the entire balance of the annual assessment due and payable including any legal fees required to file a lien.

Note – The words assessment and annual fee have been used interchangeably throughout the Declaration, By-Laws and Unit Owner Information. The Annual Fee or Assessment is that set Annually by the Directors to cover each year's Budget. These Annual Assessments or fees are permitted by the Association to be paid in monthly, quarterly or annual installments during the applicable year. There are also special Assessments such as the 2019 Concrete Road Repair Assessment that may be voted by the Unit Owners from time to time for non- budgeted expenses.

**AUBURN KNOLLS CONSOLIDATED CONDOMINIUM ASSOCIATION**

**Revised 5/2019**

**AS A PROPERTY OWNER YOUR MONTHLY FEE PROVIDES:**

**INSURANCE AND ADMINISTRATIVE SERVICES:**

**FULL CASUALTY INSURANCE ON STRUCTURE REPLACEMENT – INCLUDING  
VERIFIABLE OWNER IMPROVEMENTS- Owners are responsible for insuring their personal  
property not permanently affixed to the unit. For details see insurance policy for complete description  
ALL ASSOCIATION LEGAL AND ACCOUNTING FEES  
PROPERTY MANAGEMENT FEE**

**HOME AND PROPERTY MAINTENANCE:**

**RUBBISH AND RECYCLABLE REMOVAL  
LAWN MOWING (weekly)  
LAWN AND LANDSCAPE FERTILIZATION  
TREE/SHRUB TRIMMING (original plantings and replacement of, see “1” below)  
TREE/SHRUB REMOVAL, REPLACEMENT (original plantings and replacement of, see “1” below)  
GROUNDS CLEANUP/LEAVES, DEBRIS, ETC.  
PLANTING BEDS, WEEDING AND MULCHING, AND PERIMETER BED CARE  
SNOW REMOVAL – DRIVEWAY AND FRONT WALKS  
EXTERIOR WINDOW CLEANING (3 times a year)  
GUTTER CLEANING (2 times a year or as required)  
IRRIGATION SYSTEM START UP, SHUT DOWN AND EXTERNAL REPAIRS, DOES NOT  
COVER BACK FLOW INSPECTION OR REPAIRS ( See “2” BELOW)**

**AS NEEDED HOME AND PROPERTY MAINTENANCE:**

**GUTTER AND DOWNSPOUT REPAIRS, DRAINAGE REPAIRS  
EXTERIOR PAINTING  
EXTERIOR BUILDING REPAIRS (excluding windows, patios, rear/side decks)  
ROOF CLEANING AND TREATMENT  
ROOF REPAIRS AND REPLACEMENT  
EXTERMINATING/EXTERIOR TREATMENT FOR INSECTS  
WILD ANIMAL REMOVAL  
LANDSCAPE REPAIRS (original plantings and replacement of)  
CONCRETE REPAIRS  
EXTERIOR LIGHTING REPAIRS AND BULB REPLACEMENT**

**MAINTENANCE PROVIDED TO HOME OWNERS IS PERFORMED IN COMMON AREAS.**

**ADDITIONAL SERVICES IN COMMON AREAS INCLUDES:**

**SNOW REMOVAL FOR STREETS, STREET REPAIRS AND STREET REPLACEMENT**

**ELECTRIC SERVICE AND MAINTANCE OF STREET LIGHTING**

**IRRIGATION AND MAINTENANCE OF ROSE ARBOR**

**HISTORIC MAGNOLIA TREE MAINTENANCE**

**GATE HOUSE AND GATE REPAIR**

**FRONTAGE LANDSCAPE LIGHTING REPAIRS AND BULB REPLACEMENT**

**SANITARY SEWER AND WATER LINES REPAIRS ON NON DEDICATED STREETS**

**A MINIMUM OF 10% OF THE TOTAL ANNUAL BUDGET IS CONTRIBUTED TO THE RESERVE FUND TO COVER REPLACEMENT OF AND REPAIR OF STREETS, SEWERS, WATER LINES, ROOFS AND ALL OTHER CAPITAL REPAIRS.**

- 1. "ORIGINAL – VARIES FOR EACH UNIT AND IS DEFINED BY PROPERTY MANAGER**
- 2. RESIDENTS WITHOUT AN IRRIGATION SYSTEM ARE RESPONSIBLE FOR WATERING THEIR LAWN**

## Unit Owners Percent of Ownership Nov. 2020

(Including Basement – Finished or unfinished)

<u>UNIT No.</u>	<u>Current Owner</u>	<u>Sq. Ft. per Unit</u>	<u>Unit % of Ownership</u>
A-2	Dinn	5348	1.4038293%
A-3	Davis	4860	1.2757312%
A-4	Penn Holdings (Paulino)	3720	0.9764856%
A-5	Nichols	3826	1.0043102%
A-6	Sekhon	3852	1.0111351%
A-7	Sommers	5420	1.4227290%
A-8	Christine	5925	1.5552896%
A-9	Mains	5362	1.4075042%
A-10	Quinn	3541	0.9294988%
A-11	Maguire	5420	1.4227290%
A-12	Dowd	5179	1.3594674%
A-14	VanBuskirk	3600	0.9449861%
A-15	Fenske	5362	1.4075042%
A-17	Selinsky	5614	1.4736533%
A-20	Berg	5925	1.5552896%
A-24	Lorius	4707	1.2355693%
A-26	Cerrezeula	2770	0.7271143%
A-28	Barabasch	2770	0.7271143%
A-30	Barth	3758	0.9864604%
A-32	Sedlak	4097	1.0754466%
A-33	Luke-Mackall	5155	1.3531675%
A-35	DiMauro	3624	0.9512860%
A-36	Barker	6214	1.6311509%
A-37	McCoy	4418	1.1597079%
A-39	Pinney	4589	1.2045947%
A-40	Zablo	5480	1.4384788%
A-41	Smyers	6175	1.6209136%
A-42	Cash	4200	1.1024837%
A-43	Kotte	5385	1.4135417%
A-44	Bertram	6910	1.8138482%
A-45	Carncross	5260	1.3807296%
B-7	Fisher	5614	1.4736533%
B-8	Fogel	5332	1.3996294%
B-9	Bair	5600	1.4699783%
B-10	DeVries	4932	1.2946309%
B-12	Comorosky	5362	1.4075042%
B-13	Miller	4766	1.2510565%
B-14	Haas	4683	1.2292694%



## Unit Owners Percent of Ownership Nov. 2020

(Including Basement – Finished or unfinished)

<u>UNIT No.</u>	<u>Current Owner</u>	<u>Sq. Ft. per Unit</u>	<u>Unit % of Ownership</u>
B-15	Jay	4854	1.2741562%
B-16	Hund	4667	1.2250694%
B-17	Gorgas	6422	1.6857501%
B-18	Marino	3854	1.0116601%
B-19	Johns	5348	1.4038293%
B-21	Goldman	5925	1.5552896%
B-24	Rudick	4410	1.1576079%
B-30	Tabacchi	5420	1.4227290%
B-34	Schillig	3523	0.9247739%
B-36	Caruso	2514	0.6599153%
B-38	Hamstra	2536	0.6656902%
B-40	Wasik	3273	0.8591498%
C-8	Zansberg	5260	1.3807296%
C-11	Silverio	5288	1.3880795%
L-1	Harris	3420	0.8977368%
L-2	Baker	5288	1.3880795%
L-3	Diamant	3435	0.9016742%
L-5	Worrell	3460	0.9082366%
L-6	Kavan	5080	1.3334803%
L-7	Fettman	3420	0.8977368%
L-8	Lupsor	5368	1.4090792%
L-10	Sack	5251	1.3783672%
L-12	Van Abel	5370	1.4096042%
L-14	Leath	4634	1.2164071%
L-16	Vogelsang	3840	1.0079851%
L-17	Bartko	3420	0.8977368%
L-18	Clevinger	4616	1.2116821%
L-19	Merchant	3665	0.9620483%
L-20	Miller	4490	1.1786076%
L-21	Strayer	3420	0.8977368%
L-22	Braun	4446	1.1670578%
L-23	Rozenbom	3740	0.9817355%
L-24	Friedman	4094	1.0746591%
L-25	Cahoon-Thompson	3990	1.0473596%
L-26	Corbett	4049	1.0628468%
L-27	Schminky	3420	0.8977368%
L-28	Massaro	3983	1.0455221%
L-29	Custer-Hall	3848	1.0100851%
L-30	Guist	4040	1.0604844%
L-31	Mann	3640	0.9554859%

## Unit Owners Percent of Ownership Nov. 2020

(Including Basement – Finished or unfinished)

<u>UNIT No.</u>	<u>Current Owner</u>	<u>Sq. Ft. per Unit</u>	<u>Unit % of Ownership</u>
L-32	Ashkettle	3835	1.0066727%
L-42	McClelland	5708	1.4983279%
L-44	Strata	5228	1.3723298%
L-46	Vitale	5653	1.4838906%
L-48	Gibbs	5058	1.3277054%
Totals:		380958	100.0000000%

## CONDOMINIUM MANAGEMENT

The condominium management was established by the Declaration of Condominium and the By-Laws of the Auburn Knolls Consolidated Condominium Association. Article VII of the Declaration provides that the developer (declarant) form the Association for the administration of the condominium. This was done simultaneously with the filing of the Declaration. Article IX sets forth general provisions as to units in common and limited areas and facilities.

Article IX (2A)(v)(a) establishes the responsibility of the Association to provide the management, maintenance, repair, and replacement of the common area and facilities. The Association shall, unless otherwise revised in writing by 75% of the unit owners, engage a professional independent management company to discharge its responsibilities. This has been done by act of the Board of Directors. The current manager is Sandy Prentice of SLI Management, LLC. Contact at 330-499-2829 (office), 330-495-4236 (Cell), [Akresidents@gmail.com](mailto:Akresidents@gmail.com) (email).

Article IX(b) sets forth the responsibility of the Association and Unit Owners. The Board suggests you read Article IX, in addition to brief descriptions below.

The declaration further provides that the Association purchases casualty insurance coverage of the common property (which includes each unit) at replacement cost value. Association insurance policy also includes provisions such as medical and third party liability coverage for the Association. The insurance covers the usual risk of fire, wind, hail, and other coverage for water back-up from sewers or drains limited to Association deductible. Surface water or overflow into foundation walls, floors, and basements **are not** covered. The casualty insurance is designed to replace the buildings to exactly the same condition as they were before the loss. Coverage includes but may not be limited to replacement of plumbing, wiring, heating, air conditioning, water heater, ventilating systems, and built-ins. More detailed description of coverage is explained in Article XII.

Each Unit Owner is required to obtain a condominium owner's policy (**known as type H06**), similar to a tenant's policy and in most respects similar to **interior** contents coverage which is normally part of a usual homeowner's policy. The coverage should include medical and liability coverage for Unit Owner.

Based on the Board and Association's knowledge, our insurance on the common area along with Unit Owner's policy insurance will provide 100% coverage in case of any losses. The Unit Owner's individual H06 type policy should insure their furniture, appliances, personal property and effects. Each Unit Owner should establish the amount of insurance he requires for his unit.

In addition to the management sections set forth in Declaration of Auburn Knolls Consolidated Condominium Association, the By-Laws of the Association provide for the creation of a Board of Trustees now known as Board of Directors of not less than three. Auburn Knolls has a Board of Directors of five, who are elected annually on staggered terms so to provide continuity on the Board. The By-Laws provide rules for the organization of the Board of Directors and meetings.

Article II, Section 9 of the By-Laws sets forth the powers and duties of the Board of Directors. Section 9 reads as follows:

9. Powers and Duties of the Board of Directors:
  - A. Powers: The Board of Directors shall have the power to:
    - i. adopt and publish rules and regulations governing the use of the Common Areas and Facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
    - ii. exercise for the Association all powers, duties and authority vested or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration;
    - iii. declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;
    - iv. employ a manager, an independent contractor or such other employees as they deem necessary, and to prescribe their duties; and
    - v. to do such things permitted by law and exercise all power and authority within the purposes stated in these Bylaws or the Declaration or incident thereto.
    - vi. in addition to all other powers enumerated above, the Board may exercise all powers of the Association, including the power to do the following:
      - (a) Hire and fire attorneys, accountants, and other independent contractors and employees that the Board determines are necessary or desirable in the management and/or operation of the Condominium Property and the Association;
      - (b) Commence, defend, intervene in, settle, or compromise any civil, criminal, or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board, or the Condominium Property, or that involves two or more Unit Owners and relates to matters affecting the Condominium Property;
      - (c) Enter into contracts and incur liabilities relating to the operation of the Condominium Property;
      - (d) Grant easements, leases, licenses, and concessions through or over the Common Elements;

- (e) Impose and collect fees or other charges for the use, rental, or operation of the Common Elements or for services provided to Unit Owners;  
Enter a Unit for bona fide purposes when conditions exist that involve an imminent risk of damage or harm to Common Elements, another Unit, or to the health or safety of the Occupants of that Unit or another Unit; And
- (g) Invest excess funds in investments that meet standards for fiduciary investments under Ohio law.

B. Duties: It shall be the duty of the Board of Directors to:

- i. cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members or at any special meeting, when such statement is requested in writing by one fourth (1/4) of the voting power of the members who are entitled to vote;

- ii. Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- iii. as more fully provided herein, and in the Declaration, to:
- iv. a. fix the amount of the annual assessment against each unit; and
  - b. send written notice of each assessment to every Owner subject thereto at least fifteen (15) days in advance of each annual assessment period;
- v. issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid; a reasonable charge may be made by the Board for the issuance of these certificates; if a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- vi. procure and maintain adequate liability and hazard insurance on all of the Common Areas and Facilities;
- vii. cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- viii. cause the Common Areas and Facilities to be maintained; and
- ix. cause the exterior of the dwelling to be maintained.

The By-Laws further provide that no trustee shall receive compensation for his services rendered to the Association. The Association's Board of Directors elects President, Vice President, Secretary, and Treasurer who carry out the routine duties of those offices.

Article VI of the By-Laws provide that each year on or before December 1st, the Association Board and Manager shall estimate the total amount necessary to pay the common expenses for the next calendar year, including current required monies for reserves fund of at least ten percent ( 10% ), or as required by State of Ohio Condominium law, for contingencies and replacements. These expenses are for administration and maintenance of any and all areas defined previously as Common Area. On or before December 15<sup>th</sup> in each year, the Association shall notify each Unit Owner in writing, the amount of such estimate and reasonable itemization thereof.

## MAINTENANCE AND REPAIRS

The Association is responsible and contracts for all maintenance and repairs of the common area. This includes landscapes, lawn mowing, fertilization, and damage repair, pruning, leaf collection, fall and spring cleanup, snow removal and replacement of common area lighting, including replacement of all unit building attached outside lights and frontage landscape lighting. The Association will paint the exterior of all unit buildings, including the exterior of limited common areas such as windows, doors, and deck railings only of the unit on a regular or as needed basis.

Repair or replacement of decks and patios are the responsibility of the Unit Owner. Unit Owners are also responsible for all maintenance, repair and replacement within their unit unless damage is determined to be caused from an outside source. Decks that serve as the front entrance to a unit are covered as an association expense for repair and replacement.

The association also provides periodic cedar shake roof treatment and roof replacement as necessary. The Unit Owners should promptly report any conditions and all conditions that may require Association maintenance to the Association Manager. Roof replacements are now replaced by asphalt roofing due to requirements for continuing property insurance coverages while roof repairs may be done by shake roofing at the option of the Property Manager to maintain a consistent appearance.

The Board and Manager realize that on occasion, a Unit Owner may encounter issues with contractors or labor provided by the Association.

These contractors do not necessarily solely work for us alone and by the terms of our agreement with them and Manager, they are contracted to perform certain jobs at contracted prices and to treat all Unit Owners equally. Any Unit Owner that has concerns or issues with any landscape, snow removal, mowing and etc. should first contact the Manager, Sandy Prentice, to resolve any issue. If no resolution can be reached with Manager or Board, any Unit Owner has the right to engage another landscaper to provide approved special services at their own expense.

In all cases, the Manager and Association will respond to whatever is required for emergencies or priority items / issues; however patience may be required in some instances so issues can be resolved properly to comply with any requests and insure proper repair

## AUBURN KNOLLS USE RESTRICTIONS

The restrictions for use of units in Auburn Knolls are contained in Article XI of the Declaration of Condominium. A copy of Article XI is attached.

Certain restrictions have been violated in the past, and the Board believes that these violations were not intentional but a result of not understanding the restrictions or purpose of the restrictions. The violations may have occurred before the Association was turned over to the Board elected by the unit owners and were not enforced by the developers. In Auburn Knolls, as in all condominiums, the restrictions are designed to guarantee uniformity and prohibit unit owners from adding to their units something which detracts from the uniformity or, in fact, is objectionable to adjoining property owners.

As in all matters involving personal preference, there are differences of opinion. Some might argue that their deviation from the rules is not objectionable and, therefore, their neighbors or the Association should not object. Obviously, such an interpretation of the restrictions is unworkable, and it becomes the responsibility of the Board to enforce these restrictions as written.

This Board, and future boards, does not want to assume the role of "association policemen" in enforcing these rules. The best way to live in a condominium community is for all unit owners to voluntarily comply with the use restrictions.

The restrictions provide that if an individual unit owner wants to deviate from the stated restrictions that he can request the authority to do so from the Board.



## ARTICLE XI

### RESTRICTIONS AS TO USE AND OCCUPANCY OF CONDOMINIUM PROPERTY

#### 1. Restrictions

The covenants and restrictions hereinafter set forth as to the use and occupancy of the Condominium Property shall run with the land and shall be binding upon each Unit Owner and occupant.

#### 2. Purpose of Property

No part of the Property shall be used for other than housing and the related common purposes for which the Property was designed. Designated "garage areas" may not be converted into "living areas." Each Unit shall be used as a residence by the Unit Owner and his family or guests of the Unit Owner and his family, except as may hereinafter be provided.

#### 3. Lawful Use

No immoral, improper, or offensive or unlawful use shall be made of the condominium Property or any part thereof and all valid laws, zoning ordinances and regulations of all governmental authorities having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental authorities which shall require maintenance, modification or repair of the Condominium Property shall be same as the responsibility for maintenance and repair of the property concerned.

#### 4. Hazardous Use and Waste

Nothing shall be done or kept in any Unit or in the Common Areas and Facilities which will increase the rate of insurance on the Common Areas and Facilities or on any other Unit on or in the Condominium Property or contents thereof without the prior written consent of the Association. No Unit Owner shall permit anything to be done or kept in his Unit or the Common Areas and Facilities which will result in the cancellation of insurance on the Common Areas and Facilities or other Units on the Condominium Property or contents thereof or which would be in violation of any law. No waste shall be permitted in the Common Areas and Facilities.

#### 5. Obstruction of Common Areas and Facilities

There shall be no obstruction of nor shall anything be stored in the Common Areas and Facilities excluding those areas designated for parking of vehicles or for the location of central waste disposal containers or other uses authorized by the Association. There shall be no storing in the Common Areas and Facilities (for a period greater than eight (8) hours) of any trucks, buses, recreational vehicles, trailers, house trailers, boats, boat trailers or the like without the specific consent, in writing, granted by the Board and in no event, shall any such items obstruct the use of the Common Areas by other Unit Owners, nor shall there be any storing of unlicensed or inoperable vehicles of any kind.

6. Exterior Appearances

No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung out or exposed from any Unit or in any Limited Common or Common Areas (except as hereinafter provided) and such Common Areas and/or Limited Common Areas shall be kept free and clear of rubbish, debris, or other unsightly material. Nothing shall be hung or displayed on the outside wall of any living Unit and no awning, canopy, shade, window guard, ventilator, fan, air conditioning device, radio or television antenna may be affixed to or placed upon the exterior walls or roof of any part thereof without the prior written consent of the Board.

No planting or gardening shall be done except in Limited Common Areas, unless otherwise approved by the Board, and no fences, hedges, or walls shall be erected except those installed in accordance with the initial construction of the building or are approved by the Board or its designated representative.

7. Animals or Pets

Unless otherwise determined by a vote of sixty percent (60%) of the voting power of the Unit Owners, no animals, rabbits, livestock, fowl or poultry of any kind shall be raised or bred or kept in any Unit or in the Common Areas and Facilities, except that a dog or cat, or other household pets, may be kept in the Units subject to the Rules and provided that they are **not** kept, bred, or maintained for any commercial purpose. **Auburn Knolls Condominium rules allow for maximum of two (2) dogs that must be maintained in-home or controlled by invisible fence and always on leash if outside invisible fence. Cats are to be kept to maximum of three (3) and must be maintained in-home as they will attract predators if allowed outside.**

Notwithstanding anything herein or in the Rules to the contrary, any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Condominium Property upon three (3) days' written notice to Unit Owner from the Board or Managing Agent.

8. Nuisances

No nuisances shall be allowed upon the condominium Property nor any use or practice which is the source of nuisances to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the Condominium Property shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist.

9. Impairment of Structural Integrity of Building

Nothing shall be done in any Unit or in, on, or to the Common Areas and Facilities or Limited Common Areas and Facilities which would impair the structural integrity or structurally change any of the buildings. Nothing shall be altered, added, constructed, or removed from buildings. Likewise, nothing shall be altered, added to, constructed or removed from the Common Areas and Facilities or Limited Common Areas and Facilities except as provided in this Declaration without the

prior written consent of the Association Board and, further, nothing shall be done which would or might jeopardize or impair the safety or soundness of the Common or Limited Areas and Facilities. All cost(s) of repairs or defects for any unauthorized modifications or additions to a Limited Common Area or building structure by current Unit Owner or previous owner(s) without prior written approval of the Association Board and Manager **will become the responsibility of current owner and carry over to all future owners.**

#### 10. Prohibited Activities

No industry, business trade, occupation or profession of any kind, commercial, religious, educational or otherwise shall be conducted, maintained, or permitted on any part of the Condominium Property except for such limited profession or business use as the Board or the Declarant, upon application of an Owner, from time to time may authorize as not being incompatible with the residential character of the Condominium Property (such as the creation of additional traffic or excessive parking, noise, odor, etc.) and as may be allowed by local ordinances.

#### 11. Signs

No "For Sale" signs or other types of displays, advertising or material(s) of any nature shall be maintained, displayed or permitted on any part of the Common or Limited Common Areas and Facilities or Units. In any or all cases, permission must first be obtained from or granted by the Board and Manager before any such item(s) described may be displayed. The right is reserved, with Board approval, to Unit owner, or his agent to place "For Sale" signs in the Common Area(s) at gate entrance to Auburn Knolls Condominium Association. Likewise, any other directional signs, designations, or material in connection with any unsold or unoccupied Units may be displayed in Common area(s). The same right is reserved to any institutional first mortgagee or owner or holder of a mortgage originally given to an institutional first mortgagee which may become the Owner of a Unit and to the Association as to any Unit which it may own.

Article IV of the Association's By-Laws provides that the condominium shall have an Architectural Control Committee. At Auburn Knolls, the Board has, by virtue of the Board's authority, created an additional committee, named the **Architecture and Landscape Committee** which have published Rules and Guidelines to insure uniformity and consistency in the appearance of Units in our Association or when deviations from the stated restrictions are requested. A copy of the **Architecture and Landscape Committee Guidelines** is attached. It is important to understand that the association has the responsibility to maintain the original structures and landscape submitted to the condominium by the developers.

## Auburn Knolls Consolidated Condominium Association

### Architecture and Landscape Guidelines

In order to assure uniformity and consistency in the exterior appearance of the Units in our Association, and property landscaping in the Limited and Common Areas of our Association Grounds, this Guideline is prepared for Unit Owners. It should be noted that the information contained herein is not all inclusive. Unit Owners **must** contact the Architecture and Landscape Committee as a first step.

1. Unit Owners should review the Condominium Documents which define Limited Common and Common Areas.

2. When **landscaping design changes** are considered by the Unit Owner and **only after the Architecture and Landscape Committee has been contacted**, the following procedure applies:

If the Unit Owner wishes to engage the Property Manager to perform work, then the Unit Owner will be encouraged to contact the Property Manager directly.

If the Unit Owner wishes to hire an outside contractor to perform the work, then the sequence is as follows:

Specific Plans must be filed with the Landscape and Architecture Committee in writing. They must contain a drawing (preferably to scale) detailing the shrubs/trees to be added or altered to the Unit Owner's existing plan.

The cost of all work, if an outside contractor is employed, will be the Unit Owner's expense.

The Landscape and Architecture Committee will promptly consider the application and report its recommendation to the Unit Owner and the Board of Directors for final determination. The Board of Directors will act as promptly as is possible to make its final decision.

The Board of Directors does not have a policy against Unit Owners beautifying their own limited common area and adjacent common areas so long as the plan involves appropriate vegetation in Auburn Knolls and does not increase the maintenance costs of the common area. This requires the selection of appropriate plant material taking into consideration vegetation growth patterns, ultimate size, and other features.

Architecture and Landscape Committee  
2014

## **FIRST ADDENDUM MAY, 2014 - LANDSCAPE GUIDELINES**

Auburn Knolls Consolidated Condominium Association

Architecture and Landscape Guidelines

### **FIRST ADDENDUM - MAY, 2014**

#### **PAGE 1**

This Addendum, dated May, 2014, is written to provide the Unit Owners of Auburn Knolls having a desire to remove, replace, or establish new landscape beds or plant material located within the Limited Common Area of their Unit, guidelines when considering the work desired.

This Addendum, dated May, 2014, is written to also provide the Unit Owners of Auburn Knolls having a desire to renovate the exterior of their Unit, guidelines when considering the work desired.

This Addendum is not meant to discourage or bypass direct contact with the Architecture and Landscape Committee and/or the Property Manager. Moreover, it is meant to convey options to our Unit Owners when considering architecture or landscape changes.

It is very important to understand that all plant material must be living plant material and appropriate to our Community. It is also important to understand that MOST but not all living plant material within the Limited Common Area of our Units, is owned by the Association. This is clearly explained in the paragraphs following. In order to maintain uniformity and consistency, our Property Manager can offer information concerning what is and isn't appropriate for Auburn Knolls. Our Property Manager also has information concerning specific plant material changes made in the past, by Unit Owners within their Limited Common Areas that are NOT owned by the Association.

The following information will detail information that the Unit Owner can utilize when making decisions as to **landscape** changes:

#### **Dying or Dead Original Landscape Existing Plant Material**

Board will approve suitable replacement by the Association management, ownership of the Association and maintained by the Association, no cost to the Unit Owner.

#### **Existing Established Bed without plants**

Bed area will continue to be edged and mulched by the Association, if it has been maintained in this manner. In the case where the bed is "natural" and has not been mulched and/or edged, then this bed area will continue to be maintained as in this manner. It is very important to understand that a change to an existing bed where the Unit Owner requests the bed to be established as a bed where mulching and/or edging is desired by the Unit Owner, the Unit Owner's **monthly maintenance fee could be adjusted accordingly.**

**Dangerous, Unhealthy, or Overgrown Plant Material**

The Property Manager monitors our Community for situations such as the aforementioned. The Property Manager will make any decisions required to deal with dangerous, unhealthy, or overgrown plant material within our Community. All removal work identified by the Property Manager, in this case, will be Association expense. Should a Unit Owner request that plant material be removed because in the Unit Owner's opinion it is overgrown, and where it is determined that removal of the identified plant material is not warranted by the Property Manager, the Unit Owner shall be charged in full for the costs of removal should the Unit Owner still require the removal.

**Adding New Plant Beds**

Should a Unit Owner decide to establish a new plant bed, then the Unit Owner bears the cost to purchase new plant material, bears the cost of planting, and bears the cost of edging and/or mulching and maintenance as necessary. In addition, dead plant replacement will also be the Unit Owner's responsibility. Should a Unit Owner decide to increase an existing plant bed size or shape, the same applies. It is very important to understand that if the Unit Owner requests that the newly established bed be maintained by the Association, the Unit Owner's **monthly maintenance fee could be adjusted accordingly.**

**Extending an Existing Sprinkler System**

Requests of this nature must be made to the Property Manager. All work will be done by the Property Manager. The Unit Owner bears the cost of such new extensions. The addition will be maintained by the Association.

**\*\* Replace or Remove Existing Living Plant Material because Unit Owner Doesn't like or want**

In this situation, because there is nothing wrong with the existing plant material except that the Unit Owner doesn't like or want the plant material(s), and/or the Unit Owner has determined that the plant material is infringing or intruding negatively on their Unit structure and/or limited common areas, then a written request from the Unit Owner, including a proposal specifically detailing material(s) requiring removal, MUST be presented to the Association Board of Directors for their review. The Association Board of Directors will review the Unit owner's request and proposal to determine the extent of impact on the Association budget. They will also determine which costs will be borne by the Association and/or shared by the Unit Owner.

The Unit Owner will be expected and encouraged to take into consideration the impact their proposed plan for any living plant material changes in any contiguous (shared) plant bed with their neighbors, and their proposed plan as it impacts the overall Auburn Knolls Community as a whole, will have. Any work proposed to be done in a shared living plant material bed, MUST be agreed to by **ALL** shared bed Unit Owners impacted by the proposed work, before any work can be started.

Once the Association Board of Directors has reviewed the Unit Owner's proposed plan and has expressed a **preliminary agreement as proposed**, then specific plans must be filed with the Landscape and Architecture Committee in writing. The plan must contain a drawing (preferably to scale) detailing what living plant material will be removed and what living plant material will be installed. This includes but is not limited to trees, scrubs, ground cover, and/or grass.

The Unit Owner then bears the cost of purchasing and planting any new replacement living plant material and the new plant material is the sole responsibility of the Unit Owner to provide for the health and needed trimming, as the plant(s) mature. If the plant material dies, the Unit Owner is responsible. If the choice of the new living plant material requires EXTENSIVE trimming as the plant matures, the Unit Owner's monthly maintenance fee could be adjusted accordingly.

**\*Above Replaces and Supersedes previous "Plant Material because Unit Owner Doesn't like or want"**

**\*\*\*AMENDED - MAY, 2015\*\*\***



**Purchase and Guarantee of New Plant Material**

A Unit Owner may purchase plant material through our Property Manager. Unit Owners may also purchase plant material through a nursery, greenhouse, or any other source. This decision is further detailed as follows:

1. Property Manager – The PM will acquire any plant material requested by the Unit Owner. If the PM acquires the stock, he will plant it and guarantee it. The cost for buying the stock and planting will be the Unit Owner's responsibility. It is very important for the Unit Owner to understand that based upon the plant choice, and as new plants mature, some plants may need trimming. If the selected plant requires EXTENSIVE trimming as it matures, the Unit Owner's **monthly maintenance fee could be adjusted accordingly**. Should any damage occur during the work performed by the Property Manager for the Unit Owner, the Property Manager is bonded and insured to cover any damage.

2. Securing from private source – The private source will secure, plant, and guarantee the new plant(s). All costs will be the Unit Owner's responsibility. It is very important to understand that based upon the plant choice, and as new plants mature, some plants may need trimming. If the selected plant requires EXTENSIVE trimming as it matures, the Unit Owner's **monthly maintenance fee could be adjusted accordingly**. The Unit Owner maintains responsibility for replacement of dying plants. The Unit Owner should make certain that their Contractor is bonded and insured, also, that the Contractor understands their responsibility to correct any damage that occurs during work done. (See Damage to Association Property following).

**Damage to Association Property**

It is very important to understand that ANY damage to roadways, driveways, sidewalks, grassed areas, or to the outside of existing buildings by a private source during the course of work performed under the Unit Owner's direction, is the sole responsibility of the Unit Owner. All repair or replacement due to ANY damaged items must be restored to **original or better condition**. The Property Manager must be informed and involved, and will inspect and approve the final restoration.

**General**

In order to assure uniformity and consistency of plant material, landscaping, and bed maintenance within the Auburn Knolls Community, all edging and mulching of established beds is the responsibility of the Property Manager. Therefore, any Unit Owner wanting to use a private source to provide mulching of the Limited Common Area beds associated with their unit, MUST contact the Property Manager first, before any decisions are made or any work is performed. It is very important to understand that the Unit Owner's **monthly maintenance fee could be adjusted**.

**A FUTURE PAGE WILL BE ADDED WHICH WILL ADDRESS GUIDELINES FOR ARCHITECTURAL CHANGES**

## **SALE OF CONDOMINIUM PROPERTY**

There is one provision of the Declaration of Condominium, which has been routinely overlooked by unit owners. Again, we suspect it is because the unit owners do not know about the requirements of notice of sale provided in the Declaration of Condominium. Article XX establishes specific requirements for any unit owner who desires to sell his unit. Basically, the unit owner must give notice to the Condominium Association and/or manager of his intent to sell. The Condominium Association then has an opportunity to purchase the unit at the contract price if there is any significant reason to disapprove the sale transaction to be entered into by the unit owner.

As a practical matter, we suspect that the Condominium Association would rarely, if ever, exercise this right.

The real purpose for this is to give the Condominium Association an opportunity to have the proposed new unit owner an opportunity to read and understand the use restrictions and rules promulgated by the Declaration, By-Laws, or the Board and indicate that they understand them and are willing to observe those rules.

Obviously it is not to exclude residents by virtue of race, color, creed, or national origin, but having a proposed unit owner indicate that they have the capacity to meet the financial obligations of a unit owner and agree to comply with the rules.

A copy of Article XX in its entirety is attached:

## ARTICLE XX: SALE OF OWNERSHIP PROPERTY

### 1. Maintenance of a Community Interest

In order to maintain a community of congenial residents and thus protect the value of the units and in order to assure the financial ability of each unit Owner to pay assessments made against him, the sale of any Unit(s) by any Owner shall be subject to the following provisions so long as the Condominium exists, which provisions each Owner covenants to observe. In this respect, any decisions made by the Board or the Association shall never be predicated on race, color, creed, or national origin.

### 2. Sale of unit:

No unit Owner may dispose of his unit ownership or any interest therein by sale without approval of the Association as hereinafter set forth; provided, however, that the sale of a Unit or by a mortgagee who has acquired title to same due to default by its mortgagor shall be exempt from the provisions of this Article XX and shall have the right to sell said unit directly to a purchaser without first complying with the terms and conditions of this Article XX. A Unit Owner intending to make a bona fide sale of his Unit or any interest therein shall give to the Association notice, in writing, of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. Such notice shall be accompanied by an executed copy of the proposed contract to sell. If the notice to the Association is not given, then at any time after receiving knowledge of a transaction or event in which the ownership was sold, the Association, at its election and without notice, may approve or disapprove the sale transaction. If the Association disapproves the transaction, the Association shall proceed as if it had received the required notice on the date of such disapproval.

### 3. Certificate of Approval:

Within fifteen (15) days after receipt of such notice and information pertaining to the sale of the Unit, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association or said certificate may be executed by the Manager.

### 4. Disapproval:

If the proposed sale transaction is disapproved by the Association within said fifteen (15) day period after receipt of the information and notice, the Association shall deliver or mail by certified mail to the unit Owner an agreement to purchase the Unit Owner's Unit and the Unit Owner must sell the unit to the Association upon the following terms:

- A. The price to be paid by the Association Shall be that price stated in the disapproved contract.

- B. The purchase price shall be paid in the manner and subject to the conditions of such agreement or, at the election of the Association, shall be paid in cash.
- C. The sale shall be closed within sixty (60) days after the delivery or mailing of said agreement to purchase.
- D. If the Association shall fail to purchase or shall default in its agreement to purchase, the proposed transaction submitted by the unit Owner shall be deemed to have been approved by the Association and a certificate of approval shall be issued as heretofore provided.

5. Consent of voting Members:

The Board shall not exercise any option hereinabove set forth to purchase any ownership interest unless it shall have been authorized to do so by the affirmative vote of Unit Owners entitled to exercise not less than seventy-five percent (75) of the voting power of the Association. The Board may bid and purchase at any sale an ownership interest or interests therein which is sold pursuant to an order or direction of a court upon the prior authorization of the unit Owners as aforesaid which authorization shall set forth the maximum price which the Board is authorized to bid and pay for said ownership interest or interests therein

6. Financing of Purchase:

A. Acquisition of any ownership interest or interests therein under this Article shall be made from the reserve for contingencies and replacements and for the account of consenting unit Owners. If said reserve is insufficient, the Association shall levy a special assessment against each consenting unit Owner in the proportion in which his percentage of interest in the Common Areas and Facilities bears to the percentage of interest in the Common Areas and Facilities of all consenting unit Owners, which assessment shall become a lien and be enforceable as a lien for Common Expenses.

B. The Board, in its discretion, may borrow money to finance the acquisition of any ownership interest pursuant to the terms of this Article provided that no financing may be secured by any encumbrance on or hypothecation of any portion of the Condominium Property other than the ownership interest or interests therein to be acquired.

7. Title to Acquired Property:

Ownership interests acquired pursuant to this Article shall be held of record in the name of the President or Secretary of the Association as trustee for all consenting Unit Owners. Such holding shall be for the benefit of all the unit Owners consenting to the participation in such acquisition. Said ownership interest or interests therein shall be sold or leased by the Board for the benefit of such Unit Owners. All net proceeds of any such sale or leasing shall be deposited in the reserve fund and may thereafter be disbursed or credited at such time and in such manner as the Board may determine for the account of such consenting Unit Owner.

## AUBURN KNOLLS CONSOLIDATED CONDOMINIUM ASSOCIATION

### Acknowledgement of Receipt of Bylaws and Rules

Welcome to Auburn Knolls Condominium Association. To help you learn more about our Association, please take some time to familiarize yourself with some of our bylaws and regulations outlined in our Unit Owner information handout.

I (we) \_\_\_\_\_  
*Print name(s)*

have received the Auburn Knolls Condominium Association Unit Owners information and agree to rules, regulations and Bylaws therein. I (we) understand that receipt of this completed acknowledgement and any other forms or information required by the Association Board or Manager is required prior to waiving their right of first refusal. When waived, I (we) can proceed with purchase of the unit we have chosen to own, and notification or letter will be provided to that effect.

Signature 1 \_\_\_\_\_ Date \_\_\_\_\_

Signature 2 \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
*Print name(s) to identify to whom monthly assessment will be sent*

Home Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Unit Number for purchase: \_\_\_\_\_

